

Collective Bargaining Agreement
by and between

EASTERN MICHIGAN
UNIVERSITY

and the

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE FEDERATION OF TEACHERS

October 19, 2023 – August 31, 2028

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ARTICLE I. AGREEMENT

This Agreement is made and entered into effective October 19, 2023, by and between Eastern Michigan University (hereinafter “EMU” or “Employer” or “University”) and the Eastern Michigan University Federation of Teachers (hereinafter “Union” or “EMUFT”).

ARTICLE II. GENERAL PURPOSE AND INTENT

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

ARTICLE III. DEFINITIONS

1. “Academic Unit” includes departments, schools, the Library and the Writing Center.
2. “Academic Year” means the Eastern Michigan University’s regular Fall and Winter semesters.
3. “Appointment” means the period in which an Employee has an employment relationship with the Employer.
4. “Assignment” means work that an Employee is expected to perform during the period of their appointment. A percentage reduction of an assignment results in a commensurate reduction in the Employee’s compensation.
5. “Department” also means School.
6. “Department Head” also means School Director.
7. “Employee” means a person in the Bargaining Unit as defined in Article IV, “Recognition of Union” who is hired as either a Full-Time Lecturer or a Part-Time Lecturer.
8. “Employer” means Eastern Michigan University (EMU).
9. “EMU-AAUP” refers to the Eastern Michigan University Chapter of the American Association of University Professors (EMU-AAUP) which is the Collective Bargaining Agent for all Faculty employed by Eastern Michigan University.
10. “Faculty” or “Faculty Member” refers to a tenured or tenure track Instructor, Assistant Professor, Associate Professor or Professor who is represented by the EMU-AAUP.

32 11. “Workday” means Monday through Friday excluding Employer recognized holidays.

33 **ARTICLE IV. RECOGNITION OF UNION**

34 Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of
35 1939 as amended, and Act 336 of the Public Acts of 1947, as amended, the Employer does
36 hereby recognize the Union, as the exclusive collective bargaining representative for Employees
37 employed by Eastern Michigan University teaching at least one credit hour (or an equivalent
38 non-credit instructional workload) in the following unit:

- 39 • All instructional staff
- 40 • Field Instructors in the Office of Academic Services, College of Education
- 41 • Writing Center Consultants
- 42 • Adjunct professional library staff

43

44 excluding all:

- 45 • Adjunct Professors,
- 46 • Visiting Professors,
- 47 • Exchange Professors,
- 48 • KCP Fellows,
- 49 • Doctoral and Post-Doctoral Fellows,
- 50 • Visiting Scholars, Visiting Scientists,
- 51 • Teaching Assistants,
- 52 • Faculty Members represented by the EMU-AAUP,
- 53 • Individuals holding administrative appointments,
- 54 • Individuals holding professional or technical appointments and that also perform
55 teaching or other instructional related tasks as part of the workload for such
56 appointments,
- 57 • Department Heads,
- 58 • Managers,
- 59 • Managerial employees,
- 60 • Supervisors,
- 61 • Confidential employees,
- 62 • Peer tutors enrolled in an undergraduate or graduate degree program at EMU, and
- 63 • All other individuals employed by Eastern Michigan University.

64 The Employer agrees that it will not aid, promote or finance any other Union which purports to
65 engage in collective bargaining on behalf of Employees in the unit as defined above.

66 **ARTICLE V. ACADEMIC FREEDOM**

67 The Employer and the Union affirm the principle of academic freedom in teaching, subject to
68 those limitations provided under applicable state, federal and local law, commonly accepted
69 standards of conduct, and the satisfactory fulfillment of the duties listed herein, and such other
70 policies, rules and regulations adopted by academic departments, colleges, administrative
71 officers or the Board of Regents. Subject to the foregoing, Employees will be free to study,

72 investigate, present, or interpret facts or ideas concerning people, society, government,
73 philosophy, the arts and sciences, the natural world and other areas of inquiry.

74 **ARTICLE VI. EQUAL EMPLOYMENT OPPORTUNITY**

75 The Employer and the Union recognize their respective responsibilities under federal, state, and
76 local laws relating to fair employment practices and affirm their commitment to the principles
77 involved in the area of civil rights.

78 Further, the parties agree that neither will unlawfully discriminate against Employees on the
79 basis of race, creed, religion, color, ethnicity, national origin, sex, citizenship, age, disability,
80 height, weight, marital status, sexual orientation, gender expression, gender identity, parental and
81 pregnancy status, veteran status, political belief and activities, for participation in or affiliation
82 with any labor organization or any other categories protected by state, federal, or city statutes.
83 The parties agree further, pursuant to relevant sections of the Rehabilitation Act of 1973, the
84 Americans with Disabilities Act of 1990 and Michigan civil rights legislation, that there shall be
85 no unlawful discrimination.

86 This Article shall be subject to Steps I through III of the Grievance Procedure, but is hereby
87 expressly excluded from and may not be appealed to Step IV, Arbitration.

88 **ARTICLE VII. MANAGEMENT RIGHTS**

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

94 **ARTICLE VIII. BOARD POLICIES**

95 General personnel policies applicable to Employees and formally approved by the Board of
96 Regents prior to the date of this Agreement and not otherwise modified or referenced herein,
97 shall only be changed after notification to the Union of intent to change and negotiation to
98 agreement or to impasse relative to the proposed change.

100 **ARTICLE IX. UNION DUES**

101 **A. Union Dues**

102 During the term of this Agreement, and in accordance with and to the extent of any
103 applicable state or federal laws, every Employee shall have the choice of whether or not
104 to become a member of the Union. Financial support of the Union is not a condition for
105 employment.

106 For those Employees choosing to tender union dues, the terms described below will

107 apply. Employees who choose not to become members of the Union do not need to fill
108 out the payroll deduction authorization form and will not become members of the Union
109 unless at a later date the employee chooses to opt-into the Union and the Union provides
110 the payroll deduction authorization forms per Section C below.

111 **B. Method of Payment**

112 The Union Dues provided for herein shall be paid on a semi-monthly basis by payroll
113 deduction made pursuant to a payroll deduction authorization form approved by the
114 Employer and the Union, signed, and delivered to the Employer's Payroll Office by the
115 Union.

116 **C. Payroll Deduction of Dues**

117 The Union shall be responsible for the distribution and collection of payroll deduction
118 authorization forms from Employees.

119 The Employer shall post a link to the payroll deduction authorization form on the
120 Employer's payroll and Academic Human Resources websites.

121 The Union shall e-mail all properly signed payroll deduction authorization forms to the
122 Employer's Payroll Department, with a copy to Academic Human Resources. The
123 Employer shall verify receipt of the payroll deduction authorization forms with the Union
124 and place the forms on file. The Employer's Payroll Department shall send any
125 erroneous or incomplete payroll deduction forms to the Treasurer of the Union, with a
126 copy to Academic Human Resources. The Employer's Payroll Department shall be
127 responsible for retaining completed payroll deduction authorization forms for as long as
128 the Employee, to whom the form corresponds, is employed by the Employer or remains
129 on an academic hiring list as defined in Article XIV.E.3.

130 Deductions for membership dues shall commence the next full pay period following
131 receipt of completed payroll deduction forms by the Employer's Payroll Office. In the
132 event the processing of a new payroll deduction authorization form is delayed beyond
133 normal processing, the payment of such delayed dues shall be the sole responsibility of
134 the Employee. However, prior to the retroactive deduction of dues from an Employee's
135 pay resulting from a delay in processing, the Employer agrees to contact the Union. The
136 Union reserves the right to forgo dues not deducted for reasons of processing delays.

137 **D. Certification of Union Dues**

138 The Union shall submit to the Employer's Payroll Office, with a copy to the Associate
139 Vice President of Academic Human Resources, written certification of the rate at which
140 Union Dues shall be deducted.

141 **E. Payment by Payroll Deduction**

142 During the life of this Agreement, and in accordance with and to the extent of any
143 applicable state or federal laws, the Employer agrees to deduct the semi-monthly Union
144 Dues as provided above. Union Dues deductions shall be remitted to the Treasurer of the
145 Union within ten (10) working days after the end of each month in writing to the Union
146 by the Payroll Office. The Union assumes full responsibility for the disposition of all
147 monies deducted once they have been forwarded to the Treasurer of the Union, as set
148 forth above.

149 **F. Limits of Deductions Required to Be Made by the Employer**

150 Deductions for Union Dues will be made only in accordance with the provisions of the
151 Employee's payroll deduction authorization, together with the provisions of this
152 Agreement. Except as otherwise provided in this Agreement, the Employer will have no
153 responsibility for the collection for any other deductions. Further, the Employer shall
154 have no obligation to make deductions from the pay of any Employee who has
155 insufficient net earnings due the Employee to cover the full amount of such deduction.

156 **G. Termination of Union Dues Deduction**

157 If an employee has completed a payroll deduction authorization form and desires to stop
158 paying dues, the employee shall revoke the authorization using the form located on the
159 Academic Human Resources website. The form must be e-mailed by the Employee to
160 the Employer's Payroll Department. The Employer's Payroll Department will
161 acknowledge receipt, copying Academic Human Resources and the Union. Payroll
162 deductions of Union Dues shall remain in effect until the dues deduction authorization is
163 revoked by the Employee, the Employee resigns or is terminated by the Employer, or
164 after two-years without an appointment as an Employee. When revoked, deduction of
165 Union Dues will cease as of the payroll period following the receipt of the notice by
166 EMU.

167 **H. Refunds**

168 In cases where a deduction is made that duplicates a payment that an Employee has made
169 to the Union, or where a deduction is not in conformity with the provisions of the
170 Union's Constitution or Bylaws, this Agreement, or applicable state or federal law,
171 refunds to the Employee will be made by the Union.

172 **I. The Employer Save Harmless**

173 Any dues deduction authorization forms completed prior to this agreement shall be
174 considered valid by both the Union and the Employer.

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

179 **J. Limit of the Employer’s Liability for Remittance or Payment of Payroll Deductions**

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

183 **ARTICLE X. UNION RIGHTS**

184 **A. Information Furnished to the Union**

185 The Employer will furnish to the Union a list of the members of the Bargaining Unit,
186 including:

- 187 1. EID
- 188 2. Employee name
- 189 3. Current hire date
- 190 4. Home department
- 191 5. Rank
- 192 6. Semesters employed
- 193 7. Current semester teaching load
- 194 8. Degree status
- 195 9. University email
- 196 10. Campus address
- 197 11. Home address (if available)
- 198 12. Telephone number (if available)

199 If an Employee has requested this information be withheld from the public the home
200 address and telephone number will not be provided.

201 A first list, containing items 1, 2, 4, 9, 10, 11 and 12, will be furnished on or before each
202 of the following dates:

- 203 1. September 15 (Fall semester),
- 204 2. January 15 (Winter semester), and
- 205 3. May 15 (Summer semesters).

206 A second list containing items 1 – 12 will be furnished on or before each of the following
207 dates:

- 208 1. October 1 (Fall semester),
- 209 2. February 1 (Winter semester), and
- 210 3. June 1 (Summer semesters).

211 In addition, new hire information will be furnished to the Union at the time of hire that
212 will contain the available contact information of the new hires.

213 The Employer will provide access to electronic copies of official meetings of the Board
214 of Regents, as well as published General Fund Operating Budgets (including midyear

215 revisions), and the Annual Audited Financial Statements, when such documents have
216 been approved by the Board of Regents for submission to the State Offices.

217 Pursuant to the provisions of the Michigan Public Employment Relations Act, the
218 Employer will provide additional documents specifically requested from time to time by
219 the Union that are necessary to the Union’s administration of the Agreement and
220 verification of compliance with said Agreement. Any request for documents shall be
221 accompanied by a brief explanation as to how the information requested is necessary to
222 the administration of the Agreement and/or is necessary to monitor compliance with the
223 Agreement. Any such additional documents that are requested and routinely reproduced
224 for dissemination to the general public without charge will be provided at no cost to the
225 Union. Additional documents not routinely disseminated will be provided to the Union at
226 a cost equal to the rate charged for the production of documents under the Michigan
227 Freedom of Information Act.

228 The Union shall be notified when an Employee receives incorrect pay. Such notification
229 shall be provided within five (5) working days from the Employer’s awareness.

230 The Employer will provide a list of the number of Employees enrolled in each healthcare
231 option, by category. Such list shall be provided to the Union by January 30th of each
232 year.

233 **B. Accuracy of Reporting**

234 The parties recognize the complexity of the Part-Time Lecturer hiring process. The
235 Employer shall make bona fide efforts to accurately prepare aforementioned reports in
236 Section A above.

237 **C. Union Use of EMU Facilities and Services**

238 The Union and Union officers shall, for the purpose of carrying out the business of the
239 Union, have the right to hold meetings in EMU facilities at such times and places as are
240 available with approval of the Employer. Facilities, including meeting rooms and
241 equipment, such as duplicating, and audiovisual, will be available at the rates normally
242 charged to EMU groups.

243 The Union will be provided with an office on EMU’s central campus, subject to
244 availability and normal charges, if any. “Normal” charges are defined as those
245 customarily charged to other EMU groups. Keys for the office door will also be provided
246 at prevailing rates. The Union will have a working telephone installed in its office. All
247 telephone bills (including installation fees and start-up charges) shall be the sole
248 responsibility of the Union. The Union will be given the right to have three telephone
249 numbers listed in the campus telephone directory. The Union will be provided two (2)
250 University identification credentials at no charge. The University shall provide the Union
251 two (2) service parking permits for the Union officers and staff.

252 **D. Union Time**

253 The Union will be granted the equivalent of fifteen (15) credit hours of time in each Fall
254 and Winter semester and seven and a half (7.5) credit hours of time in Summer semester
255 for purposes of contract administration and for other services designated by the Union.
256 The Union shall designate the Employees to be assigned such time, subject to the
257 limitations that:

- 258
- 259 1. No Employee shall be granted more than six (6) credit hours of time in any one
260 semester; and,
 - 261
 - 262 2. The assignment of such time cannot result in: a change in Employee's
263 appointment and/or rank; changes to eligibility for benefits; and time counted
264 towards rank.
- 265

266 Full-Time Lecturers may take the time as released time or overload pay (up to three (3)
267 credit hours) according to the overload rates specified in Article XVII, "Compensation",
268 of this Agreement for Fall and Winter. Summer union time shall be paid at the summer
269 pay rate specified in Article XVII, "Compensation".

270

271 Part-Time Lecturers shall be paid Union Time equivalent to their current and most recent
272 credit hour rate, not to exceed the overload rate for Full-Time Lecturers specified in
273 Article XVII, "Compensation", or \$5,000, whichever is less.

274 Such time may be taken only during semesters in which the Employee would otherwise
275 be employed (not on leave) by Eastern Michigan University.

276 The Union shall provide written notice to the Associate Vice President for Academic
277 Human Resources, with a copy to the Employee's home Department Head(s) by at least
278 the July 15th preceding the next Fall semester, November 15th preceding the next Winter
279 semester and March 15th preceding the next Summer semester in which a released time
280 assignment is to commence. Said notification shall include the name(s) of the
281 Employee(s) to receive the released time and the purpose of the released time. The
282 notification period may be waived by mutual agreement of the parties. In cases where an
283 Employee loses their work assignment after the written notice of Union Time is provided,
284 the Employer agrees to accept a late notification of the replacement Union Time
285 assignment.

286 **E. Selection of Representatives**

287 Neither party in any negotiations will have any control over the selection or number of
288 the negotiation representatives of the other party. The parties mutually pledge that their
289 representatives shall have all the necessary power and authority to make proposals and
290 consider proposals in the course of negotiations.

291 **F. Ratification**

292 The Agreement shall not be binding until ratified by the Union and approved by the
293 Board of Regents of Eastern Michigan University.

294 **G. Copies of Agreement**

295 This Agreement will be posted on EMU’s website by the Employer.

296 **H. Orientation**

297 New Employees will have the opportunity to attend Fall orientation for new instructional
298 staff. The Union will be notified at least two weeks prior to any scheduled orientation of
299 new Employees, at which the Union shall participate for up to thirty (30) minutes.

300 **I. Delivery to the Union**

301 When written notice to the Union is required by this Agreement, such notice shall be
302 emailed to the Union President at an address furnished in writing to the Assistant Vice
303 President for Academic Human Resources by the Union.

304 **ARTICLE XI. GRIEVANCE PROCEDURE**

305 **A. Construction**

306
307 Nothing in this Article shall prevent informal adjustment of any complaint and the parties
308 intend that, so far as reasonably possible, such complaints will be resolved between the
309 Employee and the administrative agent of EMU immediately involved. Said complaints
310 may be adjusted without intervention of the Union, provided the adjustment is not
311 inconsistent with the terms of this Agreement.

312 The resolution of an informal claim, formal claim, or grievance as outlined below shall
313 not add to, subtract from, or modify the terms of this Agreement, or serve as a binding
314 precedent in the future interpretation of application of the terms of this Agreement, unless
315 done so in writing and approved by EMU’s Associate Vice President for Academic
316 Human Resources, the Union’s President, or their respective designees. Any such
317 agreement reached between the Union and the Employer shall be binding on the Union,
318 the Employer, and Employees.

319 **B. Definitions**

320 1. “Harm” is defined as an event, occurrence, or circumstance which is perceived to
321 be a violation of the contract for which an Employee or group of Employees is
322 seeking resolution.

323 2. A “grievance” is a written allegation, made in the manner prescribed in this

324 Article, by an Employee, group of Employees, or the Union that an express term
325 of the Agreement has been violated, misinterpreted, or improperly applied, and
326 that such Employee(s) or the Union has been harmed in some manner by the
327 alleged violation. The grievance shall set forth the nature of the grievance, the
328 facts upon which it is based, the specific Article(s) and Section(s) violated, the
329 harm suffered by the grievant, and the remedy requested.

330 3. A “grievant” is the party alleging a grievance and who has been harmed by the
331 alleged violation.

332 4. A “grievance form” is the official form upon which all grievances shall be
333 submitted. The grievance form shall set forth the nature of the grievance, the
334 facts upon which it is based, the specific Article(s) and Section(s) violated, the
335 harm suffered by the grievant, and the remedy requested.

336 **C. Basic Provisions**

337 1. The Union’s Grievance Officer and the EMU’s Associate Vice President for
338 Academic Human Resources shall be provided with a copy of all written
339 grievances, grievance adjustments, grievance withdrawals, grievance denials,
340 notices of appeal, notices of extension, and all other correspondence exchanged
341 between the Union’s and the Employer’s representatives pursuant to the
342 processing of grievances. Said copies shall be provided concurrently with the
343 transmittal of the original correspondence exchanged between the parties’
344 representatives.

345 2. Failure to initiate any grievance within the time limits specified in this Article by
346 the Union or the grievant(s) shall bar further processing of the grievance. Failure
347 to appeal any grievance within the specified time limits on the part of the Union
348 shall cause the grievance to be resolved on the basis of the last administrative
349 decision concerning the matter(s) at issue and bar further processing of the
350 grievance. The time limits may be extended by mutual written consent of the
351 parties. Failure to comply with the time limits on the part of any administrative
352 representatives will permit the grievance to proceed to the next step.

353 3. An Employee who participates in the grievance procedure will not be subject to
354 discipline or reprisal because of such participation.

355 4. The Union and the Employer may, by mutual consent, elect to begin the formal
356 grievance process at any of the three steps. In cases where grievances are initially
357 filed at a step other than Step I, the timeline for the initial filing at Step I shall be
358 adhered to.

359 **D. Grievance Procedure**

360 1. Step I

361 A Step I grievance shall be filed on the official grievance form by the Employee
362 or the Union. No Step I grievance will be entertained or processed unless it is
363 submitted within twenty (20) working days of the occurrence of the harm
364 identified in the grievance or the date the employee should have reasonably
365 become aware of the harm identified by the grievance. With respect to
366 appointments, the twenty (20) working days begins after the sending of the
367 second list, as referenced in Article X.A, Information Furnished to the Union.

368 The grievance shall be served on the Department Head in which the grievant(s) is
369 employed (or other appropriate administrative representative), with a copy to the
370 Dean of the College in which the grievant(s) is(are) employed and the Associate
371 Vice President for Academic Human Resources.

372 The Department Head (or other appropriate administrative representative) will
373 schedule a meeting with the Union to discuss the grievance with the grievant(s),
374 the Union's grievance officer, and other such person(s) the Department Head (or
375 other appropriate administrative representative) deems appropriate. This meeting
376 shall be completed within ten (10) working days after the written notice of
377 grievance is filed.

378 If a mutually agreeable resolution is reached at this Step, the resolution shall be
379 reduced to writing and a copy provided to the grievant(s), the Union, the Dean,
380 and the Associate Vice President for Academic Human Resources.

381 If no mutually agreeable resolution is reached, the Department Head (or other
382 appropriate administrative representative) must present the reasons for denial of
383 the grievance in writing to the grievant(s), with a copy to the Union, the Dean and
384 the Associate Vice President for Academic Human Resources, within five (5)
385 working days following the Step I meeting.

386 2. Step II

387 If the grievance is not resolved at Step I, the Union may, within ten (10) working
388 days of the Step I response, appeal the grievance to the Dean of the College in
389 which the grievant(s) is employed (or other appropriate administrative
390 representative) with a copy to the grievant(s)'s Department Head (or other
391 appropriate administrative representative), and the Associate Vice President for
392 Academic Human Resources. Such appeal shall be made in writing, and shall set
393 forth the Union's objections to the Step I response.

394 The Dean (or other appropriate administrative representative) will schedule a
395 meeting with the Union to discuss the grievance with the grievant(s), the
396 grievance officer, Department Head and other such person(s) the Dean (or other
397 appropriate administrative representative) deems appropriate. This meeting shall

398 be completed within ten (10) working days after the grievance is appealed to Step
399 II.

400 If a mutually agreeable resolution is reached at this Step, the resolution shall be
401 reduced to writing and a copy provided to the grievant(s), the Union, the
402 Department Head, and the Associate Vice President for Academic Human
403 Resources.

404 If no mutually agreeable resolution is reached, the Dean (or other appropriate
405 administrative representative) must present the reasons for denial of the grievance
406 in writing to the grievant(s), with a copy to the Union, the Department Head and
407 the Associate Vice President for Academic Human Resources, within five (5)
408 working days following the Step II meeting.

409 3. Step III

410 If the grievance is not resolved at Step II, the Union may, within ten (10) working
411 days of the Step II response, appeal the grievance to the Associate Vice President
412 for Academic Human Resources with a copy to the Dean and the Department
413 Head (or other appropriate administrative representative(s)). Such an appeal shall
414 be made in writing, and shall set forth the Union's objections to the Step II
415 response.

416 The Associate Vice President for Academic Human Resources (or their designee)
417 will schedule a meeting with the Union to discuss the grievance with the
418 grievant(s), the grievance officer, the Department Head, the Dean and other such
419 persons the Associate Vice President for Academic Human Resources deems
420 appropriate. This meeting shall be completed within ten (10) working days after
421 the grievance is appealed to Step III.

422 If a mutually agreeable resolution is reached at this Step, the resolution shall be
423 reduced to writing and a copy provided to the grievant(s), the Union, the
424 Department Head, the Dean and other appropriate administrative
425 representative(s).

426 If no mutually agreeable resolution is reached, the Associate Vice President for
427 Academic Human Resources (or their designee) must present the reasons for
428 denial of the grievance in writing to the grievant(s) with a copy to the Union, the
429 Department Head and the Dean (or other appropriate administrative
430 representative(s)) within five (5) working days following the Step III meeting.

431 4. Step IV – Arbitration

432 If the grievance is not resolved at Step III, the Union may submit the grievance to
433 final and binding arbitration. Within ten (10) working days of the Step III
434 response, the Union shall provide written notice to the Associate Vice President

435 for Academic Human Resources of its intention to submit the dispute to
436 arbitration. No new claims may be submitted to arbitration.

437 The Associate Vice President for Academic Human Resources (or their designee)
438 and the Union's grievance officer will first attempt to select a mutually agreeable
439 neutral person to arbitrate the dispute. The Union shall notify the mutually
440 agreeable neutral person within thirty (30) calendar days after selection and
441 provide a copy of the notice to the Associate Vice President for Academic Human
442 Resources. If not notified and copied within thirty (30) calendar days after the
443 selection the grievance shall be barred.

444 If the parties are unable to agree upon a neutral person, the selection shall be
445 made in accordance with the rules of the American Arbitration Association
446 (AAA). Submission to the American Arbitration Association shall be written and
447 filed by the Union, with simultaneous written notice to the Associate Vice
448 President for Academic Human Resources. If not filed and noticed within thirty
449 (30) calendar days after the receipt of the Step III disposition, the grievance shall
450 be barred.

451 **E. The Arbitration Hearing and the Arbitrator's Decision and Award**

452 Procedural issues not otherwise covered by this Agreement with respect to the conduct of
453 the hearing, subpoenas, adjournments, etc., shall be referred to the Arbitrator who shall
454 decide same based upon the then current rules of the American Arbitration Association.

455 The Arbitrator shall have no power to add to, subtract from, or modify the terms of this
456 Agreement, nor shall they exercise any responsibility or function of the Employer or the
457 Union. This is not intended to restrict the authority of the Arbitrator to the determination
458 of issues of procedural compliance only, and they shall have the authority to determine
459 substantive questions properly presented in accordance with the terms of the Grievance
460 Procedure. The decision of the Arbitrator shall be final and binding on both parties and
461 may be enforced in any court of competent jurisdiction. The parties shall bear their own
462 expenses individually and share the Arbitrator's fee and expenses equally.

463 **ARTICLE XII. STRIKES AND LOCKOUTS**

464 It is agreed that on the part of the Union, there shall, during the term of this Agreement, be no
465 strike, stoppage of work or slowdown, and on the part of the Employer, no lockout.

466 In the case of any strike or other suspension of work by Employees that has not been authorized
467 by the Union, its officers or agents, the Employer agrees that such violation of this Agreement
468 shall not cause the Union, its officers or agents to be liable for damages, provided that the Union
469 complies fully with the following:

- 470 • The Union's obligation to take action shall commence immediately upon receipt of notice
471 from the Employer that a violation has occurred.

- 472 • Immediately upon receipt of such notice, the responsible Union representative shall
473 immediately talk with those Employees responsible for or participating in such violation,
474 stating to them that:
- 475 – Their action is in violation of the Agreement, subjecting them to discharge or
476 discipline.
- 477 – The Union has not authorized the strike or suspension of work and does not approve
478 or condone it.
- 479 – The Union instructs the Employees to immediately return to their respective jobs, and
480 submit any grievances they may have through the Grievance Procedure provided for
481 in this Agreement.

482 **ARTICLE XIII. SPECIAL CONFERENCES**

483 At the request of the Union or the Employer, the parties shall confer at such reasonable times as
484 both parties shall agree to consider problems in implementing this Agreement and matters of
485 mutual concern.

486 Any agreements reached in such conferences shall be reduced to writing and signed by the
487 parties.

488 All such conferences shall be arranged through the President of the Union and the Associate
489 Vice President for Academic Human Resources, or their respective designated representatives.

490 **ARTICLE XIV. APPOINTMENTS AND WORKLOAD**

491 **A. Nature of the Employment Relationship**

492 The parties understand and agree that Employees are a part of a larger community who
493 provide services that enhance the total learning environment. Subject to the provisions
494 herein, Employees shall not have priority for teaching, writing center assignments, or
495 library assignments over others employed by Eastern Michigan University.

496 **B. Posting**

497 Prior to hiring any new Employee, the University shall, whenever practicable, post the
498 position using the Employer's web-based recruiting system. The posting will list the
499 minimum qualifications necessary for a candidate to be considered for the position, and
500 will include a general description of the responsibilities of the position(s).

501 Whenever practicable, postings will be open for at least ten (10) consecutive business
502 days prior to an offer being made to a candidate. A single posting may result in an offer
503 made to one or more candidates.

504 A link to the web-based recruiting system will be provided on the Academic Human
505 Resources website.

506 **C. Schedules and Assignments**

507 The Employer shall determine employee assignments and schedules, in all academic
508 terms (Fall, Winter, Summer) and in all academic departments. Decisions to offer or
509 delete courses because of anticipated or actual enrollment changes, the reallocation of
510 personnel, equipment, space and/or operating budgets, or shifting philosophies regarding
511 the priority of one course of study over another are but a few of the reasons that the
512 Employer, if it elects to revise its course offerings, may adversely affect the schedules
513 and assignments of Employees. In addition, based on the qualifications of the Employee,
514 the Employer shall determine the teaching assignment of each Employee including, but
515 not limited to, the courses to be taught, and the days, times, locations (on and off campus)
516 and modality of such courses.

517 In any event, such decisions by the Employer shall be recognized as decisions that fall
518 within the Employer's right to manage subject to the provisions herein.

519 Courses identified as part of an Employee's teaching load may include classes offered
520 through more than one department, at various locations (on-campus as well as off-
521 campus), various times (weekdays as well as weekends), and various modalities (e.g., in-
522 person, on-line and hybrid) except those classes identified as non-traditional (defined in
523 Section H below).

524
525 All Employees shall be assigned a home department by the Employer. Employees cannot
526 work in more than one (1) academic unit without advanced written approval of the
527 applicable Department Heads and the Associate Vice President for Academic Human
528 Resources. Part-Time Lecturers working in more than one academic unit will be
529 assigned a distinct rank in each academic unit.

530 Employees shall not be required to be on campus during official University holidays, the
531 Thanksgiving Recess, Winter Recess, Spring Recess, and Christmas and New Year's
532 season days.

533 **D. Appointments and Reappointments for Full-Time Lecturers**

534 1. General

535 The minimum requirements for a Full-Time Lecturer appointment is a Master's
536 degree. In certain circumstances a Bachelor's degree plus thirty (30) graduate
537 credit hours in a discipline directly related to the Employee's teaching
538 assignment, or equivalent experience as recommended by the Department Head,
539 and approved by the Associate Vice President of Academic Human Resources.

540 Upon initial hire, a Full-Time Lecturer shall be provided with a written offer
541 letter. The offer letter will describe the specific work to be performed, the initial
542 salary, the period of time for the work to be performed, specific responsibilities
543 and duties, a link to this collective bargaining agreement and other terms the
544 Employer deems appropriate. The appointment letter shall be signed by the
545 Department Head, or other authorized representative of the Employer, and include
546 a date by which the Full-Time Lecturer shall return a signed copy of the
547 appointment letter as an acceptance of the terms.

548 2. Workload for Full-Time Lecturers

549 a. Standard Workload

550 The standard workload for a Full-Time Lecturer is as follows:

551 (1) For those assigned to classroom teaching, the workload shall be
552 fifteen (15) credit hours for each of the Fall and Winter semesters.

553 (2) For those assigned to the Library, the workload shall be thirty-
554 seven and one-half (37-½) scheduled hours per week for each of
555 the Fall and Winter semesters.

556 (3) For those assigned a combination of classroom teaching and other
557 instructional assignments, workload shall be specified in their
558 assignment letter and approved by Academic Human Resources.
559 This includes adjustments in accordance with any accreditation
560 standards adopted by the Employer.

561 The parties further agree that it is anticipated that owing to the credit hours
562 assigned some courses, Full-Time Lecturer schedules may require
563 assigning them a load greater than fifteen (15) credit hours in one semester
564 and off-setting that assignment with a commensurately lower teaching
565 load in the other semester. It is further understood that such balancing of
566 loads must occur within a single academic year (i.e., Fall and Winter
567 semester). Pro-rata adjustments shall be made in a Full-Time Lecturer's
568 base compensation to reflect the variances both above and below the
569 standard thirty (30) hour load per academic year.

570 Employees shall not be assigned independent studies and related courses
571 and awarded load or overload compensation except as approved by the
572 Dean and Academic Human Resources.

573 During each year of their appointment, Full-Time Lecturers will receive
574 teaching assignments during the base academic year (Fall and Winter
575 semesters). Assignments beyond the base academic year (e.g., Summer
576 term teaching assignments, etc.) shall be at the sole discretion of the

577 Employer. Such additional work assignments shall not be subject to the
578 grievance and arbitration provisions of this Agreement.

579 b. Non-Standard Workload for Full-Time Lecturers

580 There are times when the Department Head, Dean or supervising
581 administrator, with the approval of Academic Human Resources, may
582 compensate a Full-Time Lecturer for duties that are not traditionally
583 considered instructional and are outside the standard workload described
584 in Section D.2.a. of this Article. Examples of this work could include, and
585 are not limited to, coordinating assessment, managing multiple lab
586 sections, placement of student teachers and program coordination. The
587 Full-Time Lecturer can choose to accept or reject this assignment without
588 consequence.

589 If the Employer offers such work and if the Full-Time Lecturer accepts the
590 assignment the Full-Time Lecturer's standard workload shall be
591 appropriately reduced or additional compensation shall be offered
592 equivalent to the time commitment of the work as determined by the
593 Employer.

594 If the Full-Time Lecturer accepts these non-standard assignments, a
595 description of the duties, performance expectations, time duration of the
596 non-standard assignment and the equivalent course load of the duties shall
597 be specified in the appointment letter to the Full-Time Lecturer.

598 3. Promotion for Full-Time Lecturers

599 There are three (3) ranks for Full-Time Lecturers: Assistant Full-Time Lecturer,
600 Associate Full-Time Lecturer and Senior Full-Time Lecturer. The initial
601 appointment for a Full-Time Lecturer shall be at the rank of Assistant Full-Time
602 Lecturer.

603 The appointment and reappointment process for a Full-Time Lecturer is as
604 follows:

605 a. Appointment as an Assistant Full-Time Lecturer

606 (1) Initial Two Year Appointment

607 Assistant Full-Time Lecturers are initially provided a two year
608 appointment. There will be a presumption of rehire subject to
609 successful completion of the appointment, a successful evaluation
610 per Article XVI, the availability of work, and other terms and
611 conditions of this Agreement. However, the presumption of rehire
612 during this period does not preclude the possibility of termination

613 for just cause, or any other conditions of non-reappointment as
614 specified in this Agreement.

615 The initial appointment as an Assistant Full-Time Lecturer shall be
616 on a probationary basis and extend from one week prior to the start
617 of the academic year to the end of the academic year, for a period
618 of two successive academic years.

619 Individuals who are appointed Assistant Full-Time Lecturers and
620 commence work at Eastern Michigan University after October 15
621 of a Fall semester (including appointments beginning in Winter
622 semester) shall have their initial appointments defined in their
623 appointment letters. The duration of said appointments shall not
624 exceed two years. An Assistant Full-Time Lecturer whose
625 evaluation does not meet expectations at the end of the second year
626 will not be reappointed.

627 (2) Three Year Re-Appointment

628 Following the successful completion of both the Initial Two Year
629 Appointment and the evaluation as described in Article XVI, the
630 Assistant Full-Time Lecturer will be provided a three (3) year re-
631 appointment, extending from one week prior to the start of the
632 academic year to the end of the academic year, for a period of three
633 successive academic years.

634 The Assistant Full-Time Lecturer will be provided notice of this
635 three year re-appointment on or before April 30 of the second year
636 of their Initial Two Year Appointment.

637 b. Appointment as an Associate Full-Time Lecturer

638 After five (5) years as an Assistant Full-Time Lecturer and the successful
639 completion of a Full Evaluation, Assistant Full-Time Lecturer will be
640 promoted to Associate Full-Time Lecturer with the appropriate
641 compensation increases as outlined in Article XVII, "Compensation".

642 The Assistant Full-Time Lecturer will be provided a notice of continuing
643 appointment and notice of promotion to Associate Full-Time Lecturer on
644 or before April 30 of the third year of their Three-Year Re-Appointment.
645 The promotion will be effective at the start of the following academic
646 year.

647 c. Appointment as a Senior Full-Time Lecturer

648 After five (5) years as an Associate Full-Time Lecturer and successful

649 completion of a Full Evaluation, Associate Full-Time Lecturers will be
650 promoted to Senior Full-Time Lecturer with the appropriate compensation
651 increases as outlined in Article XVII, "Compensation".

652 The Associate Full-Time Lecturer will be provided a notice of promotion
653 to Senior Full-Time Lecturer on or before April 30 of the fifth year of their
654 Associate Full-Time Lecturer Appointment. The promotion will be
655 effective at the start of the following academic year.

656 4. Priority for Full-Time Lecturer Retention

657 In order to retain Full-Time Lecturers the Employer shall reassign work from
658 Part-Time Lecturers in the Department provided: a) the Full-Time Lecturer is
659 qualified to teach the course(s), as determined by the Department Head; and, b)
660 the assignment of the course(s) can be completed prior to the first day of class.

661 If the provisions above are insufficient to maintain a Full-Time Lecturer at 100%
662 of load, the following process shall be followed:

663 a. The Assistant Full-Time Lecturer with the fewest years of service in a
664 department shall have their load reduced based on available courses.

665 b. This process would repeat as needed for the next Assistant Full-Time
666 Lecturer with the fewest years of service until there are no remaining
667 Assistant Full-Time Lecturers.

668 c. The Associate Full-Time Lecturer with the fewest years of service in a
669 department shall have their load reduced based on available courses.

670 d. This process would repeat as needed for the next Associate Full-Time
671 Lecturer with the fewest years of service until there are no remaining
672 Associate Full-Time Lecturers.

673 e. The Senior Full-Time Lecturer with the fewest years of service in a
674 department shall have their load reduced based on available courses.

675 f. This process would repeat as needed for the next Senior Full-Time
676 Lecturer with the fewest years of service until there are no remaining
677 Senior Full-Time Lecturers.

678 As a result of this process, Full-Time Lecturers whose assignments are reduced
679 below 60% and cannot be restored by the end of the academic year, will be
680 appointed as PTL3Hs in the next academic year in their respective home
681 departments, if courses become available and they are qualified to teach the
682 course(s). The compensation for such PTL3H shall be prorated based on their
683 Full-Time Lecturer salary and shall not be less than the Part-Time Lecturer

684 minimum pay rate. If, within two (2) years, the PTL3H can be assigned a 60%
685 workload, the PTL3H shall be reappointed as a Full-Time Lecturer at their most
686 recent rank and the same salary they would have received if not reassigned as a
687 PTL3H.

688 Voluntary reductions in a Full-Time Lecturers workload must be approved by the
689 Dean and Academic Human Resources.

690 The priority for retention provisions herein shall have no effect on the teaching
691 loads of Graduate Teaching Assistants, Doctoral and Post-Doctoral Fellows,
692 Visiting Professors, Exchange Professors, Visiting Scholars, Faculty Members
693 represented by the AAUP, individuals holding administrative or joint
694 appointments or individuals whose appointments otherwise require teaching or
695 other instructional related tasks, Department Heads, supervisors and all other
696 individuals outside the bargaining unit, who shall have priority for retention over
697 all members of the Bargaining Unit.

698 **E. Appointments of Part-Time Lecturer**

699 1. General

700 Full-Time Lecturers in the Department must be assigned courses before Part-Time
701 Lecturers.

702 An offer to appoint a Part-Time Lecturer is determined by the Employer and shall
703 consider things such as: a) qualifications and suitability for the stated
704 requirements of the appointment, b) rank of the Part-Time Lecturer, and c)
705 availability.

706 The minimum requirements for appointment to Part-Time Lecturer is a Bachelor's
707 degree plus thirty (30) graduate credit hours in a discipline directly related to the
708 employee's teaching assignment, or equivalent as recommended by the
709 Department Head and approved by the Associate Vice President of Academic
710 Human Resources.

711 Due to the fluctuating nature of Employer needs, Part-Time Lecturers do not have
712 reasonable assurance of rehire. Subject to the provisions of this agreement, final
713 determination regarding appointments and assignments shall be at the discretion
714 of the Employer.

715 Qualifications for appointments and course assignments can be based on a variety
716 of considerations that could include expertise, experience (subject matter,
717 teaching and modality), suitability, and/or performance relevant to the assignment
718 in question, as determined by the Department Head. Considerations may include,
719 but are not limited to:

- 720 a. Relevant graduate coursework, graduate teaching experience, professional
721 experience, or academic degree in the subject matter area.
- 722 b. Suitability for teaching a course can include teaching a comparable course
723 or course content, demonstrated experience with similar population of
724 students (e.g., developmental to graduate levels), or modes of instruction
725 (e.g., field, lab-based or online).
- 726 c. Teaching courses once does not guarantee future assignments of the
727 course.

728 A Part-Time Lecturer will be provided an offer letter for each semester's
729 employment that will detail the course(s) assigned, the course schedule(s), salary,
730 and specific responsibilities and duties of the position and other terms the
731 Employer deems appropriate. The offer letter shall include a link to this
732 collective bargaining agreement. The offer letter shall be signed by the
733 Department Head or other authorized representative of the Employer. The Part-
734 Time Lecturer shall accept the terms of the offer letter by signing and returning a
735 copy of the offer letter on or before the date specified in the letter. In all
736 circumstances, the Part-Time Lecturer shall have five (5) working days to respond
737 to the offer letter. Part-Time Lecturers shall not be considered hired until all steps
738 in the hiring process are completed. Failure to complete the hiring process in a
739 timely manner will result in delays in payroll processing and may result in the
740 withdrawal of the offer.

741 2. Part-Time Lecturer Ranks

742 A system of employment with three (3) ranks is provided for Part-Time Lecturers
743 under this Agreement: PTL1, PTL2, and PTL3. In the Colleges, PTL3 shall also
744 have three subdivisions: PTL3L, PTL3M, and PTL3H. Part-Time Lecturers
745 working in the Library and in the Writing Center will be classified according to
746 PTL1, PTL2 or PTL3 only.

747 Appointments shall be at the PTL1 rank until the Part-Time Lecturer qualifies for
748 a promotion. Appointments at the PTL1 rank shall be probationary. Each
749 appointment as a PTL1 shall be for one (1) semester. Subject to the provisions of
750 this agreement, the Employer shall have full discretion in deciding whether to
751 reappoint a PTL1.

752 Part-Time Lecturers who have met or exceeded expectations in their most recent
753 evaluations will be eligible for a promotion upon completion of the minimum
754 number of credits and semesters taught according to the following tables. For the
755 purposes of counting "semester employed", any course or courses taught during
756 any Fall or Winter semester will count as one (1) semester taught or employed.
757 Summer semesters are not included in this calculation. Courses taught during the
758 Summer are not included for purposes of rank.

759

Promotion Criteria for PTL1			
Current Rank	Number of Semesters Taught in Current Rank	Sum of Credit Hours Taught while in Rank	New Rank
PTL1	4 (Fall, Winter)	4	PTL2

760

Promotion Criteria for PTL2			
Current Rank	Number of Semesters Taught in Current Rank	Sum of Credit Hours Taught while in Rank	New Rank
PTL2	6 (Fall, Winter)	6	PTL3L
PTL2	6 (Fall, Winter)	36	PTL3M
PTL2	6 (Fall, Winter)	54	PTL3H

761

Promotion Criteria for PTL3			
Current Rank	Number of Semesters Taught in Current Rank	Sum of Credit Hours Taught while in Rank	New Rank
PTL3L	6 (Fall, Winter)	36	PTL3M
PTL3L	6 (Fall, Winter)	54	PTL3H
PTL3M	6 (Fall, Winter)	54	PTL3H

762 Part-Time Lecturers working in the Library or Writing Center must meet the
 763 number of semesters referenced in the above tables to promote from PTL1 to
 764 PTL2 and PTL2 to PTL3.

765 3. Academic Hiring List for Part-Time Lecturers

766 Part-Time Lecturers shall be placed on an Academic Hiring List specific to their
 767 Department after their second appointment to be eligible for future course
 768 assignments.

769 Part-Time Lecturers eligible for an appointment will be notified via electronic
 770 mail. Part-Time Lecturers must provide written notice of acceptance or rejection
 771 of an appointment offer to the academic unit in a timely manner as defined in the
 772 appointment letter, but in all circumstances shall have at least five (5) working
 773 days to respond to the appointment notice.

774 When the Part-Time Lecturer meets the qualification for the course assignment, as
 775 determined by the employer, the priority for course assignments is: PTL3s who
 776 were Full-Time Lecturers have priority for course assignments over other PTL3s.
 777 PTL3s have priority for course assignment over PTL2s and PTL2s have priority
 778 for course assignments over PTL1s. There shall be no priority for course
 779 assignments for PTL1s.

780 Part-Time Lecturers assigned to the Library and Writing Center shall have the
781 following priority for assignments: PTL3s who were Full-Time Lecturers have
782 priority for assignments over other PTL3s. PTL3s have priority for assigned
783 work over PTL2s and PTL2s have priority for assignments over PTL1s.

784 Part-Time Lecturers shall remain on the Academic Hiring List unless:

- 785 a. They were unsuccessful in their most recent evaluation resulting in
786 termination,
- 787 b. They declined an assignment for two consecutive semesters,
- 788 c. They have not received an appointment in two years, or
- 789 d. They do not respond timely to an appointment offer for two consecutive
790 semesters.

791 If a Part-Time Lecturer is hired after they are no longer on the Academic Hiring
792 List, they shall be considered a new hire at the PTL1 rank for all purposes.

793
794 Part-Time Lecturers on the academic hiring list shall continue to have access to
795 all EMU facilities and services on the same basis as all other employees.

796 4. Teaching Workloads for Part-Time Lecturers

797 Workloads for Part-Time Lecturers are:

- 798 a. There is no minimum teaching load for a PTL1.
- 799 b. PTL2s have a three (3) credit hour minimum teaching load for Fall and
800 Winter semesters, if courses are available.
- 801 c. PTL3Ls have a three (3) credit hour minimum teaching load for Fall and
802 Winter semesters, if courses are available.
- 803 d. PTL3Ms have a nine (9) credit hour minimum teaching load in Fall
804 semester and a six (6) credit hour minimum teaching load in Winter
805 semester, if courses are available.
- 806 e. PTL3Hs have a twelve (12) credit hour minimum teaching load in Fall
807 semester and a nine (9) credit hour minimum teaching load in Winter
808 semester, if courses are available.
- 809 f. A PTL2 or PTL3 may request in writing a teaching load below the

- 810 minimums.
- 811 g. Part-Time Lecturers can be assigned up to thirteen (13) credit hours a
812 semester. Part-Time Lecturers assigned thirteen (13) credit hours a
813 semester are not permitted to take on any additional employment with the
814 Employer.
- 815 h. Part-Time Lecturers only assigned work in the Library or Writing Center
816 shall be assigned less than 30 hours by the Employer.
- 817 i. One (1) hour worked in the Library or University Writing Center is
818 equivalent to one (1) hour of work.
- 819 j. Part-Time Lecturers assigned a combination of classroom teaching and
820 other instructional assignments or hourly work for the Employer, shall be
821 at the discretion of the Employer based on hours available, qualifications,
822 and Part-Time Lecturer rank, and limited to working less than thirty (30)
823 hours a week. The following table serves as a guideline for work
824 assignments:

Teaching (credit hour/semester)	Other Assignments/Work (hours per week)
0	29
1	27
2	25
3	23
4	20
5	18
6	16
7	14
8	11
9	9
10	7
11	5
12	2
13	0

825 For example, in a given semester, a Part-Time Lecturer teaching a three
826 (3) credit hour course is limited to working 23 hours in the University
827 Writing Center.

828 5. Priority Consideration for Hiring Part-Time Lecturers

829 When the Employer determines courses are available to be assigned to a Part-
830 Time Lecturer the Department shall prioritize hiring by assigning courses in the
831 following order:

- 832 a. All PTL3s (L, M and H) are assigned one course in any order.
- 833 b. PTL3Ms and PTL3Hs are assigned a second course in any order.
- 834 c. PTL3Hs are assigned a third course.
- 835 d. PTL3Ms and PTL3Hs are assigned an additional course, if necessary, to
836 meet credit hour minimums.
- 837 e. PTL2s are assigned a three (3) credit hour minimum.
- 838 f. Additional courses are offered to PTL3s and then PTL2s.
- 839 g. Additional courses are assigned to Employees, including PTL1s and new
840 hires.

841 Notwithstanding the foregoing, no Part-Time Lecturer shall be assigned a
842 workload greater than thirteen (13) credit hours pers semester.

843 If, after the foregoing assignments have been completed and appointment letters
844 have been signed, a Part-Time Lecturer is subsequently laid off, the affected Part-
845 Time Lecturer shall have priority for additional courses that become available
846 during the affected semester up to their original workload assignment.

847 **F. Modification of Assignments**

848 The parties recognize and agree that there are numerous factors that make it difficult for
849 the Employer to conclusively establish load for Employees in advance of the beginning
850 of classes.

851 Understanding that such factors exist, and at the same time attempting to provide early
852 notification to Employees, the parties understand and agree that, subject to the provisions
853 of this Agreement, any Employee's assignment may be changed or cancelled, in whole or
854 in part, by the Employer at any time. In those circumstances in which the Employer
855 changes or cancels, in whole or in part, an Employee's assignment, the Employer agrees
856 to inform Employees and the Union of said action and follow the processes outlined in
857 this Article for retention and course assignment.

858 If the Full-Time Lecturer's assignment is changed or cancelled, in whole or in part, so
859 that the Full-Time Lecturer loses total access to health insurance benefits under this
860 Agreement, the Employer will inform the Full-Time Lecturer and the Union, in writing,
861 of the reasons for the alteration or cancellation of the assignment.

862 **G. Credit Hour Equivalencies**

863 For the purposes of determining workload, some specialized courses exist where the
 864 credit hours of the course do not reflect the workload of the course. Credit hour
 865 equivalencies will be used for determining workload for these courses. Only the
 866 following equivalencies shall be used in determining the workload:

Course Type	Measure	Equivalency
In-Person and Synchronous Labs (LAB, ELB, DLB, HLB, ELL, LLA, HLL, SL, SLO)	Contact hours	1 contact hour = 1.0 credit hours
Online Asynchronous Labs and Studios	Credit hours	0 credit hour lab/studio = 1 credit hour
In-Person Art Studio (ST, DST)	Contact hours	1 contact hour = 0.8 credit hours
Applied Music and Music Studio (AMS, AMU)	Number of students	1 student = 0.67 credit hours
Music Techniques & Ensembles (MT, ENS)	Contact hours	1 contact hour = 0.75 credit hours
Supervision of Student Teaching (EDUC)	Number of students	1 student = 0.55 credit hours

867 **H. Non-Traditional Courses**

868 The Employer and the Union are committed to providing quality educational
 869 opportunities to our diverse student population, recognizing that in certain cases,
 870 delivering programs and classes in non-traditional ways may be necessary. Some
 871 examples of non-traditional courses include classes taught in a compressed format
 872 (classes less than three [3] weeks), classes taught during inter-sessions or University
 873 breaks, classes taught overseas (study abroad), non-credit courses, workshops, and
 874 courses taught for specialized groups and not available to the entire student body.

875 Non-traditional course assignments are made at the sole discretion of the Employer.

876 Non-traditional courses will not be assigned as part of a Full-Time Lecturer’s standard
 877 load. Non-traditional courses assigned to Part-Time Lecturers shall be in accordance
 878 with the limits and specifications outlined above.

879 Compensation for non-traditional courses will be specified in the offer letter and is
 880 dependent on the scope of the non-traditional course.

881 **I. Conditions of Employment**

882 Any terms and conditions in an Employee’s offer letter beyond those provided by this
 883 Agreement shall be approved by Academic Human Resources and a copy provided to the

884 Union. Any extension(s) or modification(s) of any appointment(s) that include terms and
885 conditions of employment beyond those provided by this Agreement, and/or any special
886 understandings, shall also be stated in writing, and a copy provided to the Employee and
887 the Union.

888 **ARTICLE XV. RESPONSIBILITIES AND PROFESSIONAL DEVELOPMENT**

889 **A. Employee Responsibilities**

890 The primary professional responsibility of the Employee is teaching, professional Library
891 service, University Writing Center support and supervising student teachers.

892 Professional responsibilities may include a number of particular obligations which
893 Employees are expected to fulfill, including but not limited to: meeting with students
894 during and outside of assigned classes, assessing student work and performance,
895 preparing course materials, providing copies of course materials to their supervisor on
896 request, and assigning and submitting grades in accordance with established Employer
897 schedules.

898 A syllabus is required to be prepared for each assigned course in accordance with
899 Employer requirements. The Employee is required to provide the Department Head with
900 a copy of the syllabus to be used in each course they are scheduled to teach preceding the
901 commencement of a class. In cases of late course assignment(s), the Employee shall have
902 five (5) working days to provide the Department Head a syllabus. Substantive revisions
903 to the syllabus shall be provided to the Department Head within five (5) days of the
904 revision.

905 **B. Full-Time Lecturer Annual Activity Report**

906 By no later than October 15th of each academic year every Full-Time Lecturer shall
907 complete and submit an electronic Annual Activity Report to their Department Head.

908 The Annual Activity Report shall include a summary list of courses taught in the previous
909 year and a summary list of professional development or other activities related to job
910 performance that the Employee engaged in during the previous year. The information
911 contained in the Annual Activity Report shall provide the basic data for subsequent
912 evaluations. All Annual Activity Reports for the period under review shall be
913 considered for Full-Time Lecturer Full Evaluation.

914 **C. Office Hours**

915 Office hours must be scheduled at times and modality most beneficial to students, and
916 must be approved by the Department Head.

917 Full-Time Lecturers shall post and regularly hold five (5) scheduled office hours per
918 week for student consultation. Additionally, Full-Time Lecturers must make themselves

919 available to students five (5) hours per week outside normal office hours for consultation.
920 Full-Time Lecturers on less than 100% appointment shall have office hours prorated
921 accordingly.

922 Part-Time Lecturers shall be available for student consultations.

923 **D. Intellectual Property**

924 Employees who develop materials for classes, including online classes, retain all rights of
925 ownership of the materials so developed. The Employee certifies that all appropriate
926 copyrights were observed. At the Employee's option, they may sign over the online class
927 materials to the Employer. Employees will receive no stipends to develop courses or
928 grading stipends to teach more students than allowed by the course cap.

929 **E. Employer Responsibilities**

930 To facilitate the completion of these professional responsibilities, the Employer will
931 provide without cost to all Employees a designated workspace with computer and phone.
932 In departments or units where Employees have access to office space, they will continue
933 to have access to office space. Full-Time Lecturer will participate in the Computer
934 Refresh Program on the same basis as Faculty. Departmental mailbox, library privileges,
935 e-mail account, the use of printing, scanning, and copy machines for instructional
936 materials used for EMU courses, office supplies necessary to perform instructional
937 responsibilities, and opportunities for professional development shall be provided by the
938 Employer.

939 Each Employee will be provided the Employer's IT services based on Employer policy.
940 The Employer will make reasonable efforts to ensure that Employees have access to
941 computers for classroom use.

942 Employees will be provided with clerical assistance consistent with normal practices of
943 their department.

944 **F. Notification to Employees**

945 The following procedures shall satisfy notification requirements in this Agreement.

946
947 1. Personal Delivery to an Employee

948
949 Delivery of written notice to an Employee means: (1) handing it to the Employee
950 or (2) leaving it at their last known residence with some person of suitable age
951 and discretion residing therein.

952 2. Email

953 Unless notification is specifically required by mail or personal delivery,

954 notification may be sent by email to the Employee's official university email
955 address.

956 3. Mail

957 Mailed to the Employee's last known residence by regular First Class mail.
958 Notification by mail shall be deemed to have occurred as of the date posted by the
959 United States Postal Service.

960 **G. Professional Development**

961 Professional development activities may include, but are not limited to, advanced course
962 work and continuing education in instruction in the Employee's discipline or area of
963 specialization.

964 Professional development opportunities that are provided by EMU, its colleges,
965 departments, sections, or programs, such as workshops, institutes, training sessions, or
966 other professional development opportunities shall be made available to Employees at the
967 same basis they are made available to Faculty, as the University deems appropriate and
968 relevant to members of the unit. This includes equal access, notification, invitation to
969 attend, and distribution of honoraria, stipends and funding for participation in the above,
970 equivalent to other University employees.

971 **H. Distinguished Lecturer Award**

972 It is hereby agreed by and between the Employer and Union that the Employer shall
973 adopt a Distinguished Lecturer Award program for Employees. Awards shall be in the
974 amount of \$3,500. The Employer shall adopt two (2) Distinguished Lecturer Awards for
975 Employees. The Union shall establish the criteria, application procedures, and applicant
976 screening process, and will make final award recommendations to the Associate Vice
977 President for Academic Resources.

978 **ARTICLE XVI. EVALUATION AND PROMOTION**

979 All Employees shall be subject to evaluation by the Employer. The areas of evaluation include
980 teaching and other assigned work. The teaching evaluation of Employee performance will
981 include student evaluations, course materials and classroom observations. The evaluation of
982 other assigned work of the Employee will include appropriate documentation as indicated in this
983 Article, and as applicable to the discipline and other assigned work.

984 For all evaluations and for the purposes of determining an Employee's eligibility for promotion,
985 only work completed since the last evaluation, or the date of the Employee's first term
986 appointment, whichever is most recent, shall be evaluated.

987 Evaluations will normally follow the procedures established below. In unique circumstances,
988 Department Heads may amend the evaluation procedure below to reflect department operations.

989 These amended procedures shall be subject to approval by the Associate Vice President of
990 Academic Human Resources and the Union. Employees impacted by the amended procedures
991 will be notified of the approved changes.

992 In cases where Student Evaluations and/or Classroom Observations do not apply, for example
993 Employees assigned to the Library, professional performance shall be the equivalent of
994 instructional effectiveness, as determined by the Department Head.

995 The Employee will be notified in their appointment letter if a department uses discipline specific
996 measures to assess performance (e.g., accreditation standards, licensing requirements).
997 Subsequent changes to these measures will be provided to the Employee through revised
998 appointment letters.

999 Evaluations conducted under this agreement can have the following outcomes:

- 1000 • Exceeds expectations
- 1001 • Meets expectations
- 1002 • Does not meet expectations

1003 An evaluation shall be considered successful if an Employee achieves a rating of “meets
1004 expectations” in student evaluations, classroom materials and classroom observations. If
1005 applicable, applicants must provide evidence having maintained accreditation and licensing
1006 requirements in their discipline.

1007 **A. Evaluation Procedures**

1008 There are two types of evaluations: Periodic Evaluations and Full Evaluations. Full-Time
1009 Lecturers are evaluated using both Periodic and Full Evaluation processes. Part-time
1010 Lecturers are evaluated using the Periodic Evaluation process.

1011 1. Periodic Evaluation

1012 a. Frequency of Periodic Evaluation

1013 (1) Full-Time Lecturers

1014 Full-Time Lecturers will undergo a Periodic Evaluation in the
1015 fourth semester of their Initial Two Year Appointment. Full-Time
1016 Lecturers will have the choice to undergo a Periodic Evaluation or
1017 a Full Evaluation in the fifth year after their promotion to
1018 Associate Full-Time Lecturer and every five (5) years thereafter.
1019

1020 (2) Part-Time Lecturers

1021 Periodic Evaluations shall be performed for Part-Time Lecturers as
1022 follows:

- 1023 (a) In their second appointment.
- 1024 (b) In their fourth appointment.
- 1025 (c) In the sixth semester after the fourth appointment and every
- 1026 sixth semester thereafter.

1027 Part-Time Lecturers who successfully complete a Periodic
 1028 Evaluation in their fourth appointment and beyond shall be
 1029 promoted according to Article XIV, "Appointments and
 1030 Workload".

1031 b. Periodic Evaluation Materials

1032 Periodic Evaluations require that Employees submit materials as described
 1033 below to the Department Head by October 15th (Fall appointment) or
 1034 February 1st (Winter appointment) of the appointment that triggers the
 1035 evaluation.

1036 Full-Time and Part-Time Lecturers shall electronically submit the
 1037 following material to the Department Head by the dates indicated above:

- 1038 (1) Cover page (found on Academic Human Resources website)
- 1039 (2) Curriculum vita
- 1040 (3) Course materials for each course taught over the evaluation period.
 - 1041 (a) Course syllabi are required for each unique course taught
 - 1042 and any significant revisions to course syllabi.
 - 1043 (b) Employees are expected to include a representative sample
 - 1044 of assignments, exams, or other supportive material that
 - 1045 demonstrates the Employee's teaching effectiveness and
 - 1046 approach to teaching.
- 1047 (4) Student evaluations. Student Evaluations shall be conducted in
- 1048 accordance with Eastern Michigan University policy. Employees
- 1049 shall be responsible for retaining each course's Student Evaluation
- 1050 electronic file for the period of time that they are applicable to
- 1051 future evaluations of the Employee.
- 1052 (5) Other assigned work (if applicable). Instructional responsibilities
- 1053 not directly involving classroom teaching shall be supported by
- 1054 documentation that shows evidence of the Employee's
- 1055 effectiveness in performing the responsibilities specified in their

1056 assignment letter(s).

1057 2. Full Evaluation of Full-Time Lecturers

1058 a. Frequency of Full Evaluations

1059 Full Evaluations are conducted at the end of the Three Year Re-
1060 Appointment term. Every five (5) years thereafter Full-Time Lecturers
1061 have the choice to be evaluated under a Periodic Evaluation or a Full
1062 Evaluation. Full-Time Lecturers who successfully complete a Full
1063 Evaluation shall receive the appropriate promotion and/or salary
1064 adjustment.

1065 b. Full Evaluation Materials

1066 It is the responsibility of each Full-Time Lecturer to clearly and explicitly
1067 document in their evaluation material both the quantity and quality of their
1068 activities over the last five (5) years. Full Evaluations require that the
1069 Full-Time Lecturer submit electronic evaluation materials, as detailed
1070 below, to the Department Head by October 15th of the academic year of
1071 evaluation.

1072 Full Evaluation materials for Full-Time Lecturers shall include the
1073 following:

1074 (1) Cover page (found on Academic Human Resources website)

1075 (2) Curriculum vita

1076 (3) Narrative Statement. The narrative statement should explain how
1077 and to what extent the Full-Time Lecturer has performed the duties
1078 outlined in their appointment letter. Examples include a reflection
1079 on their teaching and student evaluations, a reflection on their
1080 instructional responsibilities not directly involving classroom
1081 teaching, efforts to stay current within the discipline, and the
1082 pedagogical innovations the Full-Time Lecturer has implemented.

1083 (4) Course Materials for each different course taught over the period
1084 the evaluation period.

1085 (a) Course syllabi are required for each unique course taught
1086 and any significant revisions to course syllabi.

1087 (b) Full-Time Lecturers are expected to include a
1088 representative sample of assignments, exams, or other
1089 supportive material that demonstrates the Employee's

- 1090 teaching effectiveness and approach to teaching.
- 1091 (5) Student evaluations. Student Evaluations shall be conducted in
 1092 accordance with Eastern Michigan University policy. Employees
 1093 shall be responsible for retaining each course’s Student Evaluation
 1094 electronic file for the period of time that they are applicable to
 1095 future evaluations of the Employee.
- 1096 (6) Other assigned work (if applicable). Instructional responsibilities
 1097 not directly involving classroom teaching shall be supported by
 1098 documentation that shows evidence of the Full-Time Lecturer’s
 1099 effectiveness in performing the responsibilities specified in their
 1100 assignment letter(s).
- 1101 (7) Extraordinary Achievement. The Full-Time Lecturer may include
 1102 discussion or evidence of service or professional development
 1103 beyond that which is directly related to the Full-Time Lecturer’s
 1104 teaching assignment. Such discussion or evidence shall be taken
 1105 into account by the Department Head, but shall not result in an
 1106 overall negative review.

1107 3. Off-Cycle Periodic Evaluation

1108 An off-cycle Periodic Evaluation can be initiated based on concerns by the
 1109 Department Head in consultation with the College Dean (or the appropriate
 1110 academic administrators). The Department Head will notify the Employee in
 1111 writing within thirty (30) calendar days of when the Department Head first
 1112 becomes aware of the concern, with copy to Academic Human Resources and the
 1113 Union. Such evaluations will follow the Periodic Evaluation procedures. Dates
 1114 and times for the submission of materials and Department Head responsibilities
 1115 will be adjusted, as applicable, depending on the timing of the off-cycle Periodic
 1116 Evaluation and shall be specified in the written notification to the Employee.

1117 **B. Department Head Responsibilities**

1118 1. Notification

1119 Department Heads shall notify Employees scheduled for evaluation within the
 1120 first two weeks of the semester in which they are being evaluated with details
 1121 regarding the evaluation process and material required to be submitted for the
 1122 evaluation with a copy to the Union.

1123 2. Classroom Observations

1124 The Department Head, or suitable designee, shall conduct classroom observations
 1125 during all Periodic and Full Evaluations of an Employee. Prior to the

1126 appointment of a designee, the Department Head shall discuss the selection of the
1127 designee with the Employee. Classroom observations shall be scheduled with
1128 reasonable advance notice of no less than ten (10) working days. Results of
1129 classroom observations shall be discussed and provided to the Employee in
1130 written format during the meeting with the Department Head described below.
1131 Classroom observations may be waived for one (1) credit courses and off-campus
1132 courses where direct observation is not feasible.

1133 3. Meetings

1134 Department Heads are responsible for meeting with Employees for both Periodic
1135 and Full Evaluations to discuss the Employee's performance.

1136 In preparation for the meeting, the Department Head will review the evaluation
1137 materials submitted by the Employee, review student evaluations for the period of
1138 the evaluation and prepare the written results of the classroom observation.

1139 Meetings will focus primarily on an Employee meeting expectations. This
1140 meeting needs to be completed by December 1st for Fall Periodic Evaluations or
1141 April 1st for Winter Periodic and Full Evaluations.

1142 The discussion shall include both the positive elements seen as well as those
1143 elements of performance where improvement might reasonably be expected.

1144 4. Written Summary

1145 After the meeting, the Department Head will reduce the evaluation of an
1146 Employee to writing, explaining with reasonable specificity, the evaluation efforts
1147 that were conducted, their individual results, and the qualitative basis for the
1148 ratings assigned.

1149 Written results of such evaluations, indicating whether or not the Employee met
1150 expectations, shall be returned to the Employee no later than December 15th for
1151 Fall Periodic Evaluations or April 15th for Winter Periodic and Full Evaluations.
1152 The Employee shall have up to ten (10) working days to submit a written
1153 response. Both the evaluation results and the Employee's response (if any) shall
1154 be placed in the Employee's personnel file.

1155 The written summary shall include the semester and year of the next Employee
1156 evaluation.

1157 The Department Head's evaluation and the Employee's materials in support of the
1158 Employee's performance shall be placed in the departmental personnel file.

1159 The Department Head's Written Summary shall be forwarded to Associate Vice
1160 President for Academic Human Resources, with a copy to the Dean of the

1161 appropriate college, for inclusion in the official personnel file.

1162 **C. Remediation**

1163 1. Full-Time Lecturers

1164 If, during the first Periodic Evaluation, the Full-Time Lecturer does not meet
1165 expectations they will not be reappointed.

1166 If the Full-Time Lecturer does not meet expectations during any future evaluation,
1167 the Department Head in consultation with the Full-Time Lecturer, with Union
1168 Representation if desired, shall develop a Remediation Plan.

1169 Full-Time Lecturers undergoing a Remediation Plan as a result of a Full
1170 Evaluation shall receive promotion and salary adjustments upon successful
1171 completion of the Remediation Plan.

1172 A Remediation Plan shall not alter the normal schedule of evaluations. By way of
1173 illustration, a Full-Time Lecturer scheduled for a Full Evaluation in 2025, who
1174 was put on a Remediation Plan, shall be eligible for their next Full Evaluation in
1175 2030 if they successfully complete the Remediation Plan.

1176 2. Part-Time Lecturers

1177 A PTL1 who does not meet expectations during a Periodic Evaluation will not be
1178 rehired.

1179 If, after any Periodic Evaluation, a PTL2 or PTL3 does not meet expectations, the
1180 Department Head in consultation with the Part-Time Lecturer, with Union
1181 Representation if desired, shall develop a Remediation Plan.

1182 Part-Time Lecturers undergoing a Remediation Plan as a result of a Periodic
1183 Evaluation shall receive promotion upon successful completion of the
1184 Remediation Plan.

1185 A Remediation Plan shall not alter the normal schedule of evaluations. By way of
1186 illustration, a PTL2 scheduled for a Periodic Evaluation in 2025, who was put on
1187 a Remediation Plan, shall be eligible for their next Periodic Evaluation in six
1188 semesters if they successfully complete the Remediation Plan.

1189 3. Remediation Plan

1190 The Remediation Plan shall include but is not limited to:

1191 a. areas of performance in need of improvement;

- 1192 b. strategies/activities for improvement;
- 1193 c. specific outcomes for successful completion of the remediation plan;
- 1194 d. documentation required to be submitted by the Employee during and/or at
1195 the end of the remediation period; and
- 1196 e. the timeline for improvement, including key dates and the submittal date
1197 for the Employee’s remediation narrative described below.

1198 If the Department Head identifies new significant areas of concern during the
1199 Remediation Plan, the Remediation Plan will be modified by the Department
1200 Head in consultation with the Employee, with Union Representation if desired,
1201 and can be extended to address those new problems. Any such modification shall
1202 extend the timeline of the plan to accommodate the Employee’s obligation to
1203 meet newly defined outcomes. A significant area of concern is one that would, on
1204 its own, justify a rating of “does not meet expectations” in a Periodic or Full
1205 Evaluation.

1206 4. Remediation Plan Outcomes

1207 The Employee shall submit supporting materials documenting the activities
1208 performed in fulfillment of the Remediation Plan along with a narrative
1209 explaining how the plan has been fulfilled as indicated on the timeline.

1210 The Department Head shall review the Employee’s narrative and supporting
1211 materials and write a report that explains the outcome of the Remediation Plan.

1212 If the Department Head determines that the Employee has not met the specified
1213 outcomes of the Remediation Plan, the Employee will be terminated. The
1214 Department Head shall document this determination in the Remediation Plan
1215 report.

1216 **ARTICLE XVII. COMPENSATION**

1217 **A. Employee Availability**

1218 The base academic year shall consist of two (2) semesters for a total of thirty-two (32)
1219 weeks during the Employer’s regular Fall and Winter semesters.

1220 Full-Time Lecturers will make themselves available the week prior to the beginning of
1221 each semester for department and/or college meetings and other activities as directed by
1222 their Department Head.

1223 If a Part-Time Lecturer is required to attend a mandatory meeting specific to their
1224 teaching assignment during the term of their appointment they will be paid at the hourly

1225 rate specified in Section C for Library and Writing Center.

1226 Part-Time Lecturer appointment letters will specify the duration of the appointment.

1227 Employees are required to hold final exams during the final exam period. If the course
1228 does not regularly administer final exams then the final exam period must be used for
1229 instructional purposes.

1230 **B. Salary Period**

1231 All salaries of Employees shall be determined in accordance with the terms of this
1232 Agreement.

1233 When necessary and appropriate for an Employee to teach or perform library service on a
1234 continuing basis (year round), the Employee’s salary will be determined at one hundred
1235 and thirty-three percent (133%) of base academic year salary and the assignment will be
1236 considered as a twelve (12) month assignment.

1237 **C. Part-Time Lecturer Pay Rates**

1238 The following minimum rates apply to Part-Time Lecturers:

Description	2024 (Winter & Summer)	2024 – 2025 (Fall, Winter & Summer)	2025 – 2026 (Fall, Winter & Summer)	2026 – 2027 (Fall, Winter & Summer)	2027 – 2028 (Fall, Winter & Summer)
Part-Time Lecturers paid per credit hour	\$1,396	\$1,438	\$1,484	\$1,532	\$1,578
Librarian and University Writing Center Consultants paid per hour	\$35.03	\$36.08	\$37.25	\$38.46	\$39.62

1239 A Part-Time Lecturer who was paid above the minimum per credit hour rate in the
1240 previous academic year shall receive a \$40 per credit hour increase to their previous per
1241 credit hour rate.

1242 **D. Full-Time Lecturer Salary and Salary Adjustments**

1243 Full-Time Lecturers shall be paid a minimum of \$43,000 per academic year.

1244 If a Full-Time Lecturer is hired for a position that has advertised qualifications of an
1245 earned doctorate or a terminal degree equivalent to the doctorate, the Full-Time Lecturer
1246 minimum salary shall be \$46,000.

1247 Effective with the first full pay period following ratification of the agreement by both
1248 parties, each Full-Time Lecturer appointed prior to September 1, 2022, shall receive an
1249 increase of three percent (3.0%) plus \$500 added to their academic year base salary.

1250 Effective with the beginning of the academic year 2024-25, each Full-Time Lecturer
1251 appointed prior to September 1, 2023, shall receive an increase of two percent (2.0%)
1252 plus \$500 added to their academic year base salary.

1253 Effective with the beginning of the academic year 2025-26, each Full-Time Lecturer
1254 appointed prior to September 1, 2024, shall receive an increase of two and one quarter
1255 percent (2.25%) plus \$500 added to their academic year base salary.

1256 Effective with the beginning of the academic year 2026-27, each Full-Time Lecturer
1257 appointed prior to September 1, 2025, shall receive an increase of two and one quarter
1258 percent (2.25%) plus \$500 added to their academic year base salary.

1259 Effective with the beginning of the academic year 2027-28, each Full-Time Lecturer
1260 appointed prior to September 1, 2026, shall receive an increase of three percent (3.0%)
1261 added to their academic year base salary.

1262 **E. Order of Adjustment**

1263 For the determination of base academic year salary increases, any salary adjustments
1264 provided for in Section I will be added to the Employee’s base academic year salary after
1265 all other increases provided pursuant to this Agreement are applied to the Employee’s
1266 base academic year salary for that year.

1267 **F. Full-Time Lecturer Overload and Summer Pay**

1268 Full-Time Lecturers teaching overloads (greater than fifteen (15) credit hours a semester)
1269 shall be paid no less than the per credit hour rate specified in the table below:

2024 (Winter & Summer)	2024 – 2025 (Fall, Winter & Summer)	2025 – 2026 (Fall, Winter & Summer)	2026 – 2027 (Fall, Winter & Summer)	2027 – 2028 (Fall, Winter & Summer)
\$1,400 per credit hour	\$1,438 per credit hour	\$1,484 per credit hour	\$1,532 per credit hour	\$1,578 per credit hour

1270 Full-Time Lecturers teaching Summer shall be paid at 1/30th of their academic year salary
1271 per credit hour.

1272 **G. Employee Pay Options**

1273 Semi-monthly pay dates will fall on the last workday that the University is officially open

1274 for business on or before the 15th of each month, and on the last workday that the
1275 University is officially open for business on or before the last calendar day of each
1276 month.

1277 1. Part-Time Lecturers

1278 Part-Time Lecturers will be paid semi-monthly starting the next full pay period
1279 after the semester begins and they complete all of their required hiring forms.
1280 Part-Time Lecturers cannot be entered into the system to be paid without all of the
1281 hiring forms completed accurately. No accommodations to pay will be made for
1282 Part-Time Lecturers who fail to submit their forms prior to the start of their
1283 teaching.

1284
1285 2. Full-Time Lecturers

1286
1287 Full-Time Lecturers have the option of receiving their base academic year salary
1288 under two pay plans:

1289 Option 1 - Total base academic year salary to be paid over an eight (8) month
1290 period in sixteen (16) consecutive semi-monthly payments commencing on
1291 September 15 of the academic year.

1292 Option 2 - Total base academic year salary to be paid over a twelve (12) month
1293 period in twenty-four (24) consecutive semi-monthly payments commencing on
1294 September 15 of the academic year.

1295
1296 Full-Time Lectures will be required to choose the pay option upon hire. When
1297 they have chosen the option they wish to exercise, the option will remain in full
1298 force and effect for the duration of the period covered by the option selected. If a
1299 Full-Time Lecturer wishes to change the pay plan for the following academic
1300 year, the Full-Time Lecturer may do so by submitting a pay plan election form to
1301 the Employer's Payroll Office, found on the Academic Human Resources
1302 website, by no later than August 1st of any given year. Changes shall not be
1303 permitted after August 1.

1304 Full-Time Lecturers who fail to advise the Payroll Office of their election as
1305 herein provided shall continue to be compensated in accordance with the pay plan
1306 under which they were compensated during the preceding academic year. Newly-
1307 hired Full-Time Lecturers who fail to make an election shall be compensated in
1308 accordance with Option 2.

1309 Full-Time Lecturers who receive annualized appointments must elect to have their
1310 base salary paid over twenty-four (24) pays in accordance with Option 2.

1311 **H. Salaries for Pre and Post Sessions and On-Campus Workshops**

1312 Compensation for short-term workshops for which semester hour credits are granted and
1313 which are offered by an academic department will be in the amount of four percent (4%)
1314 of the Full-Time Lecturer’s base salary per week (i.e., seven (7) calendar days) or \$2,000
1315 for a Part-Time Lecturer.

1316 An additional two percent (2%) of base salary per week may be offered to Full-Time
1317 Lecturers who supervise workshops, or \$1,000 for Part-Time Lecturers, which require a
1318 twenty-four (24) hour commitment each day.

1319 **I. Full-Time Lecturer Salary Adjustment**

1320 During the fifth (5th) year of appointment, a Full-Time Lecturer will undergo a Full
1321 Evaluation in accordance with Article XVI, “Evaluation and Promotion” of this
1322 Agreement. Upon successful completion of this Full Evaluation the Full-Time Lecturer
1323 will receive a salary adjustment of \$3,500 to base pay.

1324 A Full-Time Lecturer may apply for a salary adjustment to their base salary every five (5)
1325 years, or later, from their previous salary adjustment. Upon successful completion of the
1326 Full Evaluation required for a salary adjustment, the Full-Time Lecturer will receive a
1327 salary adjustment of \$3,500 to base pay. For the determination of salary increases in
1328 subsequent years, the salary adjustment shall be treated as part of base pay.

1329 All salary adjustments shall be effective at the start of the next academic year following
1330 the successful completion of the Full Evaluation.

1331 Criteria and procedures to be considered in making decisions regarding applications for
1332 promotion are set forth in Article XVI, “Evaluation and Promotion”, of this Agreement.

1333 Full-Time Lecturers who do not undergo a Full Evaluation for salary adjustment will
1334 undergo a Periodic Evaluation. There will be no salary adjustments as a result of a
1335 Periodic Evaluation.

1336 **J. Full-Time Lecturer Supplemental Salary Adjustments**

1337 In addition to the increases provided herein, the Employer reserves the right to increase
1338 salaries of Full-Time Lecturers above negotiated levels:

1339 1. to match offers of employment elsewhere that would result in the resignation of
1340 the Employee;

1341 2. to address other salary issues.

1342 The Union shall be made aware of any increases to salaries made pursuant to this action.

1343 Any request for a supplemental salary adjustment from the Full-Time Lecturer shall be
1344 accompanied with supportive evidence justifying the adjustment. Justifying evidence

1345 may include and is not limited to: comparisons with comparable positions at peer
1346 institutions, comparisons with colleagues with similar responsibilities, job performance,
1347 additional duties and responsibilities, exceptional professional service and development,
1348 and exceptional professional achievement.

1349 Supporting evidence shall be reviewed by the Employee's Department Head, who shall
1350 transmit the request and supporting evidence to the Dean accompanied by the Department
1351 Head's recommendation based on the evidence. The Dean shall conduct a review of the
1352 evidence and the Department Head's recommendation and shall pass on a
1353 recommendation to the Provost for a final review and approval/disapproval of the Dean's
1354 recommendation. The Employee and the Union shall be informed of the Provost's final
1355 decision, with written justification based on the supporting evidence, within four (4)
1356 months of receiving the request for supplemental salary adjustment.

1357 **K. Substitution Pay**

1358 An Employee who agrees to substitute for another absent Employee (due to illness or
1359 short-term disability) shall be compensated as provided below:

- 1360 1. For each course taught, the Employee shall be compensated at the hourly rate of
1361 \$50.00 per contact hour class met or per two (2) lab contact hours met.
- 1362 2. In those limited instances where it is apparent that an Employee's period of
1363 absence due to illness or injury will be of extended duration, the Dean may
1364 authorize the Department Head to engage the services of an Employee and
1365 compensate the Employee at their current rate, as specified in this article,
1366 commencing with the first hour of substitution, prorated for the remainder of the
1367 term.

1368 **L. Full-Time Lecturer Sponsored Grants and Contracts**

1369 When a Full-Time Lecturer is appointed to a sponsored grant project, concurrent with a
1370 full-time appointment, additional compensation is not allowed when on the grant
1371 (overloads, summer pay, and other forms of compensation). Release time, travel
1372 expenses, and other perquisites may be allowed, subject to administrative approval, and
1373 subject to funding provided by the grant.

1374 The Full-Time Lecturer who is recognized as the "principal investigator" of an
1375 externally-funded grant shall have ten percent (10%) of the grant's indirect costs payable to
1376 the Employee placed into an Employer account. In the case of more than one principal
1377 investigator, the principal investigators shall equally share the ten percent (10%). The
1378 Full-Time Lecturer(s) must spend these funds on research-related expenses within two
1379 years of the completion of the grant. After two years, any remaining funds will be moved
1380 to the Provost's indirect cost fund.

1381 As recognition for successful research efforts, the Full-Time Lecturer who is recognized

1382 as the principal investigator of an externally-funded grant greater than \$50,000, that
1383 includes indirect costs payable to the University, will receive a stipend in the form of a
1384 one-time, not-to-base, payment of 1% of the value of the external funds awarded to the
1385 Employer (excluding indirect costs, matching funds, and amounts awarded to other
1386 agencies or universities) not to exceed \$5,000. In the case of more than one principal
1387 investigator, the principal investigators will equally share the stipend. The stipend is
1388 awarded at the conclusion of the grant after the successful acceptance of the final report
1389 by the funding agency. The stipend amount shall be determined once per year at the end
1390 of the fiscal year in which the grant or grants conclude(s)

1391 **ARTICLE XVIII. FRINGE BENEFITS**

1392 **A. Description and Listing**

1393 The Employer will provide each Employee a summary description of the Employee's
1394 fringe benefits within sixty (60) calendar days of the commencement of the Employee's
1395 regular full-time employment with Eastern Michigan University.

1396 **B. Eligibility**

1397 Employees will be eligible for benefits as specified in this Article based on their
1398 appointment as a Full-Time Lecturer or Part-Time Lecturer.

1399 **C. Full-Time Lecturer Group Medical Benefits Plan**

1400 Commencing with the actual first day of work, Full-Time Lecturers shall have the option
1401 of participating in one of the following group medical benefits plans: Community Blue
1402 PPO (Option 5), BCBS High Deductible PPO Plan with Health Savings Account (HSA)
1403 or Blue Care Network HMO (Healthy Blue Living).

1404 It is understood that such benefits will be provided during the Fall and Winter semesters
1405 when the individual is expected to render direct services to the Employer as provided
1406 elsewhere in this Agreement. It is also understood and agreed that such coverage will
1407 extend through the Summer term immediately following such Employee's base academic
1408 year assignment.

1409 Comparable group medical benefits and plans may be substituted for the options listed
1410 below subject to the Union's approval, whose approval shall not be unreasonably
1411 withheld.

1412 **1. Benefit Plan Descriptions**

1413 Benefit plan descriptions are provided on the EMU Human Resources website.

1414 The Employer shall provide the union with a copy of certificates and riders for all
1415 plans ten (10) working days prior to the open enrollment period.

1416 2. Benefit Plan Contributions

1417 a. PPO

1418 Participants in the Blue Cross and Blue Shield PPO plan shall be required
 1419 to make the following contribution through automatic payroll withholding
 1420 to the cost of such coverage:

Yearly Premiums for PPO Plan (CY refers to calendar year beginning January 1)					
	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Single	\$1,470	\$1,562	\$1,661	\$1,766	\$1,877
Two Person	\$3,530	\$4,330	\$5,130	\$5,650	\$6,006
Family w/ 3 – 4 individuals	\$4,275	\$5,275	\$6,275	\$7,062	\$7,507
Family Plus (>4 individuals)	\$5,400	\$7,000	\$8,600	\$10,152	\$10,792

1421 b. HMO

1422 Participants in the Blue Cross and Blue Shield HMO plan shall be required
 1423 to make the following contributions through automatic payroll
 1424 withholding to the cost of such coverage:

Yearly Premiums for HMO Plan (CY refers to calendar year beginning January 1)					
	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Single	\$0	\$0	\$0	\$0	\$0
Two Person	\$0	\$0	\$0	\$0	\$0
Family w/ 3 – 4 individuals	\$0	\$0	\$0	\$0	\$0
Family Plus (>4 individuals)	\$0	\$0	\$0	\$0	\$0

1425 c. HDHP

1426 Participants in the Blue Cross and Blue Shield HDHP shall be required to
 1427 make the following contributions through automatic payroll withholding
 1428 to the cost of such coverage:

Yearly Premiums for HDHP Plan (CY refers to calendar year beginning January 1)					
	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Single	\$448	\$474	\$503	\$533	\$567
Two Person	\$1,074	\$1,138	\$1,206	\$1,279	\$1,360
Family w/ 3 – 4 individuals	\$1,343	\$1,423	\$1,508	\$1,598	\$1,699
Family Plus (>4 individuals)	\$1,544	\$1,636	\$1,734	\$1,838	\$1,954

1429 Participants in the HDHP plan will receive \$500 (single) or \$1,000 (two-
1430 person or family) deposited in their HSA account. This account will be
1431 administrated through a vendor to be selected through EMU's
1432 procurement process.

1433 New enrollees to the benefit will receive a prorated amount based on their
1434 enrollment date as follows:

1435 (1) Calendar Year Q1 \$500 (single) or \$1,000 (two-person or family)

1436 (2) Calendar Year Q2 \$375 (single) or \$750 (two-person or family)

1437 (3) Calendar Year Q3 \$250 (single) or \$500 (two-person or family)

1438 (4) Calendar Year Q4 \$125 (single) or \$250 (two-person or family)

1439 3. Other Provisions

1440 a. For the calendar year beginning January 1, 2024 spouses who have access
1441 to employer subsidized medical and dental coverage will enroll with their
1442 employer's plan for primary coverage. Spouses may remain on the
1443 Employer's plan, but as secondary insurance only for the 2024 calendar
1444 year. Effective January 1, 2025, spouses who have access to employer
1445 subsidized medical and dental coverage are no longer eligible for coverage
1446 under the Employer's plans.

1447 b. Full-Time Lecturers who obtain age sixty-five (65) are eligible for
1448 Medicare benefits. With the passage of the Tax Equity and Fiscal
1449 Responsibility Act (TEFRA), the Employer provided health insurance
1450 plan becomes the primary health insurance carrier. Medicare becomes the
1451 secondary health carrier for active Full-Time Lecturers who are age sixty-
1452 five (65) or over.

1453 c. Additions and changes to a Full-Time Lecturer's health care coverage
1454 must be made within thirty (30) calendar days of the event (marriage,
1455 birth, adoption) by contacting the Benefits Office and completing the
1456 appropriate change form. Failure to make these changes as herein
1457 provided will result in any additions and/or changes being excluded from
1458 such benefits plan until such time as the Full-Time Lecturer enrolls and
1459 makes proper application during an open enrollment period.

1460 d. To qualify for medical benefits, each Full-Time Lecturer must individually
1461 enroll and make proper application for such benefits at the Benefits Office,
1462 within thirty (30) calendar days of the commencement of their regular
1463 employment with the Employer. A Full-Time Lecturer who fails to enroll

- 1464 and make proper application as herein provided is specifically and
1465 expressly excluded from such benefits plan until such time as they enroll
1466 and make proper application during the annual open enrollment period.
- 1467 (1) Provided proper application, enrollment and, where applicable, all
1468 required payroll contributions are made by a Full-Time Lecturer,
1469 the Employer agrees to continue this coverage and pay its share of
1470 the cost for maintaining the medical benefits plans described on the
1471 EMU Human Resources website, for the Full-Time Lecturer, their
1472 eligible spouse, and eligible dependent children under twenty-six
1473 (26) years of age, subject to the terms and conditions applicable to
1474 each of the respective plans.
- 1475 (2) In the event that either federal or state health care reform
1476 legislation cause a substantial increase or decrease in the cost to
1477 the Employer of providing the medical benefits described in this
1478 section, the parties agree to meet promptly and to negotiate in good
1479 faith measures for containing and reducing that change in cost.
- 1480 e. The Employer shall pay its share of the aforementioned cost for the period
1481 that the Full-Time Lecturer is on the active payroll and while a Full-Time
1482 Lecturer is off the payroll and absent because of medical leave due to
1483 injury or illness as provided for in Article XXII, "Leaves of Absence".
- 1484 f. Full-Time Lecturers laid off or on unpaid leave shall have their group
1485 medical benefits continued, or shall be eligible to continue their benefits,
1486 as provided in Article XXI "Layoffs" and Article XXII "Leaves of
1487 Absence".
- 1488 Further, Full-Time Lecturers who are disabled and receiving long-term
1489 disability benefits may likewise continue their group medical benefits plan
1490 in accordance with the terms and conditions set forth in Article XXII,
1491 "Leaves of Absence", except that the twelve (12) months or maximum
1492 COBRA period limitation on continuation of group medical benefits is not
1493 applicable. Full-Time Lecturers participating in continuation of their
1494 group medical benefits plan pursuant to this provision may continue to do
1495 so for as long as they are eligible to receive long-term disability benefits.
- 1496 g. The cost of medical benefits for eligible dependents in the following
1497 category shall be paid in full by the Full-Time Lecturer. Eligible
1498 sponsored dependents other than a spouse or children less than twenty-six
1499 (26) years of age, related to the Full-Time Lecturer by blood or marriage
1500 or who reside in the Full-Time Lecturer's household. Such sponsored
1501 dependents must depend on the Full-Time Lecturer for more than one-half
1502 (1/2) of their support and must have been reported on the Full-Time
1503 Lecturer's most recent income tax return.

1504 h. A Full-Time Lecturer's medical benefits plan shall terminate effective at
1505 the end of the month in which the Full-Time Lecturer is terminated, is laid
1506 off, the group medical benefits plan terminates, or the Full-Time Lecturer
1507 goes on unpaid leave, resigns, or retires, except as otherwise provided in
1508 this Agreement.

1509 i. In many cases COBRA requires that the opportunity to continue medical
1510 and dental benefits be extended:

1511 (1) to Full-Time Lecturers who voluntarily or involuntarily have
1512 terminated employment (except in cases of gross misconduct) or
1513 who have reduced their hours or had their hours reduced to such
1514 extent that they are ineligible for coverage;

1515 (2) to surviving spouses and dependents upon the death of a Full-Time
1516 Lecturer;

1517 (3) to spouses and dependent children in the event of a divorce;

1518 (4) to dependent children who exceed the plan's age limitations;

1519 (5) to spouses and dependents of Full-Time Lecturer who become
1520 entitled to Medicare coverage.

1521 j. Full-Time Lecturer and the spouses and dependents of Full-Time Lecturer
1522 who are eligible to continue medical and dental coverage under COBRA
1523 may do so for the period mandated in the individual's circumstances by
1524 COBRA. For benefits lost by Full-Time Lecturer and their spouses and
1525 dependents due to a Full-Time Lecturer's termination of employment or
1526 reduction in hours, that period is determined by the U.S. Department of
1527 Labor. For benefits lost by spouses and/or dependents of a Full-Time
1528 Lecturer due to the occurrence of other events that trigger COBRA
1529 coverage. In accordance with COBRA, EMU shall require payment of a
1530 premium for the period of coverage continuation and shall charge up to the
1531 maximum premium allowed by COBRA.

1532 **D. Waiver of Medical Health Care Benefits**

1533 A Full-Time Lecturer who is otherwise eligible to participate in the Employer's Group
1534 Medical Benefits Plan may elect to waive such coverage with submittal of a proper
1535 application to the Benefits Office, showing evidence of coverage through a plan other
1536 than one provided by the Employer. Full-Time Lecturers for whom the waiver is granted
1537 will receive \$2,000 per year (not added to base salary), prorated for the period medical
1538 health care coverage is waived. Full-Time Lecturers waiving coverage may re-enroll in
1539 the Employer's health plans upon showing proof that the health coverage on which they

1540 relied is no longer available, or during the annual open enrollment period. No
1541 contributions will be made to any retirement plan based on this waiver payment.

1542 **E. Full-Time Lecturer Group Life and Accidental Death and Dismemberment**
1543 **Insurance**

- 1544 1. EMU shall pay the cost of maintaining life insurance in an amount equal to the
1545 Full-Time Lecturer’s annual salary, rounded up to the nearest \$1,000 and
1546 accidental death and dismemberment insurance benefits in an equal amount for a
1547 period of one (1) year from a Full-Time Lecturer’s first (1st) day of actual work.
1548 Commencing with the month following completion of one (1) year of coverage as
1549 provided above, EMU shall pay the cost for maintaining life insurance benefits in
1550 an amount equal to the Full-Time Lecturer’s annual salary (rounded up to the
1551 nearest \$1,000) times two (2), and accidental death and dismemberment benefits
1552 in an equal amount, up to a maximum coverage level of \$200,000.
- 1553 2. When a Full-Time Lecturer reaches age sixty-five (65) and continues working
1554 their insurance coverage is decreased by thirty-five percent (35%) with no further
1555 reduction based on age thereafter.

1556 The following table illustrates examples of the insurance coverage levels
1557 described above:

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

1558 Maximum Coverage level is \$200,000.

- 1559 3. To qualify for the life and accidental death and dismemberment insurance benefits
1560 as described above, each Full-Time Lecturer must individually enroll and make
1561 proper application for such coverage at the Benefits Office within thirty (30)
1562 calendar days of the commencement of their regular employment with EMU.
1563 Full-Time Lecturer who fail to enroll and make proper application as herein
1564 provided are specifically and expressly excluded from such benefits plan until
1565 such time as they enroll and makes proper application with the Benefits Office.
- 1566 4. Provided proper application and enrollment is made by a Full-Time Lecturer,
1567 EMU shall pay the cost for maintaining the benefits plan described above, subject
1568 to the same rules set forth above for the payment of group medical benefit cost.

- 1569 5. Changes in benefit amounts based on changes in annual base salary occur with the
 1570 effective date of the change in annual base salary. Base salary excludes
 1571 supplemental appointments and any other extra compensation.
- 1572 6. The group life and accidental death and dismemberment insurance benefits plan
 1573 shall terminate on the date that a Full-Time Lecturer is laid off, the life and
 1574 accidental death and dismemberment insurance benefits plan terminates, or the
 1575 Full-Time Lecturer goes on an unpaid leave. However, when a Full-Time
 1576 Lecturer terminates their employment with EMU, they are covered for a grace
 1577 period of thirty-one (31) calendar days. During such thirty-one (31) day period,
 1578 the Full-Time Lecturer may convert their group life insurance, without medical
 1579 examination, to an individual benefits plan. The Full-Time Lecturer shall pay the
 1580 full cost of such individual benefits. Plan options and availability shall be
 1581 determined by the insurer.
- 1582 7. Full-Time Lecturers laid off or on unpaid leave shall be eligible to continue their
 1583 group life and accidental death and dismemberment insurance benefits.
- 1584 8. All other specific terms, conditions, limits of liability and exclusions applicable to
 1585 said insurance shall be as provided for in the employer's policy with its carrier.

1586 **F. Full-Time Lecturer Dental Care Benefits**

- 1587 1. The Employer shall provide and maintain dental care benefits for Full-Time
 1588 Lecturers commencing on the first day of the month following their first day of
 1589 actual work on a full-time (100%) appointment.

1590 These benefits shall be subject to reasonable and customary charge determination
 1591 as follows:

Dental Care Benefits	Dental Care Plan Pays	Full-Time Lecturer 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%

Maximum Contract Benefit

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

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

- 1592 2. To qualify for dental care benefits as described above, each Full-Time Lecturer
 1593 must individually enroll and make proper application for such benefits at the

1594 Benefits Office within thirty (30) calendar days of the commencement of their
1595 regular employment with EMU. A Full-Time Lecturer who fails to enroll and
1596 make proper application as herein provided is specifically and expressly excluded
1597 from such benefits plan until such time they enroll and makes proper application
1598 with the Benefits Office.

1599 3. Provided proper application and enrollment is made by a Full-Time Lecturer,
1600 EMU agrees to pay the cost for maintaining the benefits plan described above for
1601 the Full-Time Lecturer, the Full-Time Lecturer's eligible spouse, and eligible
1602 dependent children under twenty-five (25) years of age or nineteen (19) years of
1603 age if not claimed as a dependent, at a cost not to exceed the applicable cost for
1604 full family, two (2) persons, or single person benefits, subject to the same rules set
1605 forth in paragraph C.3.d above for the payment of group medical benefit costs.

1606 4. Except as otherwise provided in this Agreement, a Full-Time Lecturer's dental
1607 care benefits plan shall terminate on the date that the Full-Time Lecturer is
1608 terminated, is laid off, the dental care benefits plan terminates, or the Full-Time
1609 Lecturer goes on an unpaid leave, resigns, or retires except as otherwise provided
1610 in this Agreement. However, a Full-Time Lecturer may continue their dental care
1611 benefits at their own expense for the period mandated in the Full-Time Lecturer's
1612 circumstances by COBRA and as provided in Article XXII, "Leaves of Absence".

1613 **G. Short-Term Disability Programs**

1614 The Employer agrees to provide and maintain an optional Short Term Disability
1615 Insurance coverage for Full-Time Lecturers, commencing on the first (1st) day of the
1616 second semester of regular employment. Such benefits shall be equal to sixty-six and
1617 two-thirds (66 2/3%) of the Full-Time Lecturer's regular weekly salary up to a maximum
1618 benefit of one-thousand eight-hundred (\$1,800) dollars per week. Benefits shall begin on
1619 the eighth (8th) day of disability for an applicable illness or accident and may continue up
1620 to a maximum of thirteen (13) weeks.

1621 Full-Time Lecturer must use applicable sick leave days within the first seven (7) day
1622 waiting period. Full-Time Lecturer may not receive sick leave benefits under the
1623 Employer's Sick Leave program while receiving Short Term Disability Insurance
1624 benefits.

1625 The Employer will enroll Full-Time Lecturers at the start of their employment and cover
1626 the full cost of providing short-term disability insurance coverage.

1627 The specific terms and conditions of the insurance company shall be in accordance with
1628 the Employer's policy with the carrier, except as hereinafter modified by the carrier.

1629 Changes in benefit amounts based on changes in basic annual salary occur effective with
1630 the change in basic annual salary. Basic annual salary excludes supplemental
1631 appointments, overloads, and any other extra compensation.

1632 Short-Term Disability Insurance Coverage shall terminate on the date that an Full-Time
1633 Lecturer terminates, is laid off, goes on a leave of absence, retires, or the short-term
1634 disability insurance plan terminates.

1635 **H. Long-Term Disability Benefits**

1636 1. The Employer agrees to provide and maintain group long-term disability benefits
1637 for Full-Time Lecturers commencing on the first (1st) day of the second semester
1638 of employment. Such benefits shall be equal to sixty-five percent (65%) of the
1639 Full-Time Lecturer’s regular monthly earnings, up to a maximum benefit of
1640 \$7,000 per month, and shall begin on the ninety-first (91st) day of disability. Such
1641 benefits shall also provide for eligible Full-Time Lecturers under the following
1642 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

1643 2. To qualify for long-term disability benefits as described above, each Full-Time
1644 Lecturer must individually enroll and make proper application for such benefits at
1645 the Benefits Office within thirty (30) calendar days of the commencement of their
1646 regular employment with the Employer. A Full-Time Lecturer who fails to enroll
1647 and make proper application as herein provided is specifically and expressly
1648 excluded from such benefits plan, until such time as they enroll and make proper
1649 application with the Benefits Office.

1650 3. Provided proper application and enrollment is made by a Full-Time Lecturer,
1651 EMU agrees to pay the premium for maintaining the above described benefits
1652 subject to the same rules set forth above for the payment of group medical benefit
1653 costs.

1654 4. Changes in benefits amounts based on changes in annual base salary occur
1655 effective with the effective date of the change in annual base salary. The annual
1656 base salary excludes supplemental appointments and any other extra
1657 compensation.

1658 5. Except as otherwise provided in this Agreement, a Full-Time Lecturer’s long-
1659 term disability benefits plan shall terminate on the date that the Full-Time
1660 Lecturer is terminated, is laid off, the disability benefits plan terminates, or the
1661 Full-Time Lecturer goes on an unpaid leave.

1662 **I. Workers’ Compensation Benefits**

1663 The Employer will insure all Employees for on-the-job injuries in accordance with the
1664 Michigan Workers' Compensation statutes.

1665 **J. University Business Travel Insurance Coverage**

1666 1. The Employer shall provide and maintain for Employees traveling on official
1667 University business, travel accident insurance coverage in an amount up to a
1668 maximum of \$100,000 for loss of life and dismemberment. Coverage is
1669 worldwide except for Office of Foreign Assets Control Sanctioned countries.
1670 This travel insurance shall be subject to an aggregate limitation of \$500,000 as a
1671 result of any one (1) accident. If the total of all insurance claims for any one (1)
1672 accident does exceed \$500,000, the amount applicable to any one (1) Employee
1673 shall be proportionately reduced based on the number of individuals making
1674 claims.

1675 2. All other specific terms, conditions, limits of liability and exclusions applicable to
1676 said insurance shall be provided for in the Employer's policy with its carrier.

1677 **K. University Business Travel Automobile Insurance Coverage**

1678 1. EMU agrees to include Employees as additional insureds under its automobile
1679 insurance coverage. Such coverage shall provide bodily injury and property
1680 damage liability protection up to \$6,000,000 per occurrence. This coverage shall
1681 apply on a first dollar basis (no deductible) for Employees operating a University-
1682 provided automobile.

1683 2. This coverage shall also apply for Employees operating a vehicle not provided by
1684 EMU while on University business. However, this coverage shall be secondary to
1685 (in excess of) any other coverage provided on behalf of the Employee, such as a
1686 personal automobile policy. Where other coverage is not provided the Employee,
1687 EMU's automobile policy shall apply with a deductible. The deductible shall be
1688 equivalent to the limits of mandatory automobile coverage required by the state of
1689 Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily
1690 injury; \$10,000 property damage).

1691 3. All other specific terms, conditions, limits of liability, and exclusions applicable
1692 to this insurance shall be as provided for in EMU's policy with its carrier.

1693 **L. Parking**

1694 The Employer will provide, without cost to Employees, a parking permit for semesters
1695 they are assigned work.

1696 **M. Banking**

1697 1. Direct Deposits

1698 The Employer shall provide for direct deposit of an Employee’s paycheck into a
1699 maximum of two (2) accounts at member banks of the Federal Reserve System.

1700 Applications for direct deposit are available in EMU’s Payroll Office.

1701 2. Credit Union

1702 The Employer shall provide Employees with optional payroll deductions for the
1703 EMU Credit Union.

1704 **N. Business Travel at University Expense**

1705 The Employer will reimburse Employees for actual and/or reasonable expenses incurred
1706 while traveling in conjunction with University business. Reimbursement for such
1707 expenses will be made in accordance with University Travel Procedures.

1708 Reimbursement for use of personal cars will be made at the current IRS rates at the time
1709 of travel.

1710 **O. Tuition Waiver Program for Employees**

1711 A tuition waiver program providing for a waiver of the full cost of tuition for up to six (6)
1712 credit hours per Fall/Winter semester at Eastern Michigan University will be available to
1713 eligible Employees. The full cost of tuition for up to six (6) credit hours will be available
1714 to eligible Part-Time Lecturers and twelve (12) credit hours will be available to eligible
1715 Full-Time Lecturers in the Summer session at Eastern Michigan University. This
1716 program applies to tuition only; registration and other incidental fees which may be
1717 charged shall be borne by the Employee.

1718 An Employee will be eligible for a tuition waiver if satisfying the following terms and
1719 conditions:

1720 1. Full-Time Lecturer Eligibility

1721 A Full-Time Lecturer will be eligible for a tuition waiver if satisfying the
1722 following terms and conditions:

1723 a. A Full-Time Lecturer must have completed two (2) semesters on a regular
1724 full-time, one hundred percent (100%) appointment prior to the first day of
1725 classes of the term or semester for which they plan to register. Subject to
1726 the other provisions of this Agreement, Employees whose loads are
1727 reduced to not less than 60% of a full-time load shall remain eligible for
1728 the full tuition waiver benefit provided above.

- 1729 b. Full-Time Lecturers on full-time, one hundred percent (100%)
1730 appointments for the term or semester for which application is made will
1731 be entitled to full benefits. Employees who are appointed for the
1732 academic year, but who do not work during the Summer semester, are
1733 eligible for the tuition waiver benefit for those semesters.
- 1734 2. Part-Time Lecturer Eligibility
- 1735 A Part-Time Lecturer will be eligible for a tuition waiver if satisfying the
1736 following terms and conditions:
- 1737 a. The Part-Time Lecturer must complete two (2) semesters of employment
1738 prior to the first day of classes of the term or semester for which the
1739 Employee plans to register.
- 1740 b. This program is available to Part-Time Lecturers who are employed six
1741 (6) credit hours (or the equivalent for those who are not calculated in
1742 credit hours) or more in a semester during the current academic year.
- 1743 3. Process for Waiver
- 1744 a. A completed application for tuition waiver must be submitted to the
1745 Benefits Office for approval no later than the payment deadline for 100%
1746 drop for the applicable semester.
- 1747 b. Failure to submit an application for approval within the required timelines
1748 may forfeit the Employee's eligibility for that term. Upon approval by the
1749 Benefits Office, the application will be mailed to the Employee.
- 1750 c. The Employee must agree to reimburse the Employer for the cost of all
1751 tuition waiver benefits forfeited under the terms and conditions hereinafter
1752 provided. To assure prompt reimbursement of all amounts paid by the
1753 Employer for tuition waiver benefits forfeited by the Employee, the
1754 Employee shall authorize the Employer to collect such amounts through
1755 deductions from the Employee's pay in amounts not to exceed twenty-five
1756 percent (25%) of the gross amount of the Employee's regular paycheck
1757 every pay period (unless the Employee is terminating, in which case the
1758 entire amount may be deducted) or through other appropriate means.
- 1759 4. Requirements of Waiver
- 1760 The Employee must take courses during times the Employee is not working
1761 (scheduled to teach, hold office hours, or other assignments).
- 1762 An eligible Employee shall forfeit tuition waiver benefits and must reimburse the
1763 full cost of such benefits to the Employer if:

- 1764 a. A grade of “pass,” or “C” or above (“B” for graduate courses), is not
 1765 achieved in any course for which tuition waiver is obtained. (Grades of
 1766 “C-” in undergraduate courses and “B-” in graduate courses are
 1767 unacceptable).
- 1768 b. A mark of “Incomplete” (I) is received and not converted to a passing
 1769 grade within one (1) year following the end of the semester in which the
 1770 course was taken, or the date the Employee’s employment terminates,
 1771 whichever is earlier.
- 1772 c. The Employee withdraws from a course after the date specified in the
 1773 course bulletin for tuition refund. Exceptions may be made upon a
 1774 showing of appropriate cause by the Employee (e.g., prolonged
 1775 incapacitating illness, unanticipated conflict between a course in which the
 1776 Employee is required to teach and the one in which they are enrolled, etc.).
 1777 Appeals for exception shall be made through the regularly established
 1778 appeal process in the Student Business Services.

1779 **P. Tuition Waiver Program for Employee Spouses and Dependent Children**

1780 A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate
 1781 tuition at Eastern Michigan University will be available to spouses and dependent
 1782 children of eligible Employees who have met the eligibility requirements above. This
 1783 program applies to tuition only; registration and other incidental fees which may be
 1784 charged shall be borne by the spouse or dependent child. It is the intent of the Employer
 1785 to provide only a fifty percent (50%) tuition waiver to any individual dependent
 1786 regardless of the fact that both parents may work for the Employer.

1787 An eligible Employee’s spouse or dependent child will be eligible for a tuition waiver if
 1788 evidence is presented to the Benefits Office confirming that:

- 1789 1. The person is the spouse or dependent child of an eligible Employee. Dependent
 1790 children shall be defined as: (a) legally dependent children of an eligible
 1791 Employee; and (b) children who have an eligible Employee as their legal
 1792 guardian.
- 1793 2. The spouse or dependent has satisfied all admission requirements and is eligible
 1794 to enroll for courses.
- 1795 3. A completed application for tuition waiver is approved by the Benefits Office no
 1796 later than the payment deadline for 100% drop for the applicable semester.

1797 Failure to submit an application for approval within the required timelines may forfeit the
 1798 spouse or dependent's eligibility for that term. Upon approval by the Benefits Office, the
 1799 application will be emailed to the Employee.

1800 An eligible Employee's spouse or dependent child shall be subject to all employer's
1801 academic standards, policies and practices and may be refused admission to the
1802 University, enrollment in courses, or continued enrollment at Eastern Michigan
1803 University the same as any other student of the University.

1804 Tuition waiver benefits eligibility for a spouse or dependent child shall cease at the end
1805 of the semester in which the eligible Employee terminates employment with the
1806 Employer. If the spouse/dependent child drops or withdraws from courses during the one
1807 hundred percent (100%) drop period, any refund applicable to the tuition waiver shall
1808 revert to the Employer. If the student drops classes after the one hundred percent (100%)
1809 drop, they shall reimburse the Employer in full for all tuition previously waived by
1810 Eastern Michigan University.

1811 An eligible Employee's spouse or dependent child shall forfeit tuition waiver benefits and
1812 must reimburse the full cost of such benefits to the Employer if:

1813 1. A grade of "pass," or "C" or above is not achieved in any course for which tuition
1814 waiver is obtained. (Grades of "C-" are unacceptable).

1815 2. A mark of "Incomplete" (I) is received and not converted to a passing grade
1816 within one (1) year following the end of the semester in which the course was
1817 taken, or the date the Employee's eligibility terminates, whichever is earlier.

1818 3. The eligible Employee's spouse and/or child withdraws from a course after the
1819 date specified in the course bulletin for tuition refund. Exceptions may be made
1820 upon a showing of appropriate cause by the eligible Employee (e.g. prolonged
1821 incapacitating illness, etc.). Appeals for exception shall be made through the
1822 regularly established appeal process in the Student Business Services.

1823 **Q. Flexible Spending Account**

1824 The Employer has implemented various Flexible Spending Accounts (FSA), Dependent
1825 Care FSA (DCFSA) and Healthcare FSA (HCFSA) programs. The FSA program will be
1826 available to Employees with an appointment of six (6) or more credit hours per semester.

1827 These programs shall comply with IRS permissible guidelines. Vendor guidelines for
1828 program participation and reimbursement must be observed. The Vendor is responsible
1829 for providing various reimbursement modalities (e.g., debit card, mobile, direct bill).
1830 Employees shall be notified of the annual enrollment deadline not less than ten (10)
1831 working days prior to the deadline.

1832 The Employer shall offer a Limited Purpose Flexible Spending Account (LPFSA) to Full-
1833 Time Lecturers who are enrolled in the BCBS High Deductible PPO health insurance
1834 plan as allowed by law.

1835 In connection with its FSA and the LPFSA, and to the extent permissible by current laws
1836 and regulations, the Employer will adopt either (1) a carryover option that allows
1837 Employees to carry over any unused fund at the end of one plan year to the following
1838 plan year, which carry over amount shall be the maximum dollar amount allowed by law,
1839 or (2) a grace period option that allows Employees to expend funds remaining at the end
1840 of one FSA plan year during a grace period in the immediately following FSA plan year,
1841 which grace period shall be the maximum time period allowed by law.

1842 To further facilitate each Employee's utilization of the above FSA and LPFSA, the
1843 Employer will pay the monthly administrative fee for this program and the debit card
1844 option.

1845 **R. Retirement Programs**

1846 1. Each Full-Time Lecturer must elect to participate in one of the following plans
1847 ninety (90) calendar days of the commencement of regular employment with
1848 EMU.

1849 a. Michigan Public School Employees Retirement System (MPERS);
1850 (available only to Full-Time Lecturers hired after January 1, 1996 who
1851 have prior MPERS service at one of the following Michigan
1852 Universities: Central Michigan University, Eastern Michigan University,
1853 Ferris State University, Lake Superior State University, Michigan
1854 Technological University, Northern Michigan University and Western
1855 Michigan University). Full-Time Lecturers who were enrolled in the plan
1856 as of December 31, 1995 are permitted to remain in the plan. EMU shall
1857 contribute the amount specified annually by the state of Michigan for each
1858 Full-Time Lecturer participating in the Michigan Public School
1859 Employees Retirement System.

1860 b. A 403(b) defined contribution plan with Teachers Insurance and Annuities
1861 Association-College Retirement Equities Fund (TIAA-CREF) as the
1862 current recordkeeper.

1863 (1) For Full-Time Lecturers hired prior to January 1, 2017 and who
1864 participate in the 403(b) defined contribution plan, the Employer
1865 shall contribute ten percent (10%) of the Full-Time Lecturer's
1866 earnings to the retirement plan.
1867

1868 (2) For Full-Time Lecturers hired after January 1, 2017 and who
1869 participate in the 403(b) defined contribution plan, the Employer
1870 shall contribute 5% of the Full-Time Lecturers earnings to TIAA
1871 with no required Full-Time Lecturer contribution. Full-Time
1872 Lecturers may also choose to contribute and these contributions
1873 will be matched by the Employer 1:1 for the first 5% of the Full-

- 1874 Time Lecturer's contributions.
1875
1876 c. Once a Full-Time Lecturer has been so enrolled, such enrollment is final
1877 and cannot be changed. A Full-Time Lecturer who does not make such an
1878 election within this time period shall automatically be enrolled in the
1879 403(b) defined contribution plan with no Full-Time Lecturer contribution.
- 1880 2. In addition, Full-Time Lecturers have the option to participate in the following
1881 plans:
- 1882 a. A 403(b) supplemental plan with TIAA-CREF as the current
1883 recordkeeper. Participating Full-Time Lecturers may contribute to the
1884 403(b) supplemental plan subject to IRS rules and regulations. The 403(b)
1885 supplemental plan shall allow Full-Time Lecturers to make both Roth and
1886 non-Roth contributions to the plan.
- 1887 b. A 457(b) deferred compensation plan with TIAA-CREF as the current
1888 recordkeeper. Participating Full-Time Lecturers may contribute to the
1889 457(b) plan subject to IRS rules and regulations. The 457(b) deferred
1890 compensation plan shall allow Full-Time Lecturers to make both Roth and
1891 non-Roth contributions to the plan.
- 1892 3. Part-Time Lecturers have the option to participate in the 403(b) supplemental plan
1893 in accordance with University policy. The Employer shall provide no
1894 contribution.

1895 **S. Retirement Benefits and Emeritus Status**

1896 Full-Time Lecturers are eligible for retirement if, as of the date of their separation, they
1897 are at least fifty-five (55) years of age with fifteen (15) years of service as a Full-Time
1898 Lecturer at EMU, or are at least sixty (60) years of age with ten (10) years of service as a
1899 Full-Time Lecturer at EMU.

1900 If possible, a Full-Time Lecturer planning to retire should inform their Department Head
1901 one (1) year in advance of their anticipated date of retirement.

1902 1. Death Benefits

1903 Full-Time Lecturers who terminate their employment with the Employer for
1904 retirement purposes, and who, as of the date of separation, meet the age and
1905 service requirements listed above shall be provided a death benefit in the amount
1906 of seven thousand dollars (\$7,000) which shall be payable by the Employer upon
1907 the Full-Time Lecturer's death to their designated beneficiary.

1908 2. Group Medical Benefits

1909 Full-Time Lecturers will continue their current Employer provided medical and
1910 dental coverage until the end of the calendar year quarter during which they retire.
1911 If the Full-Time Lecturer is part of MPSERS, the health and dental benefits will
1912 end at the end of the month in which they retire. Flexible Savings Accounts will
1913 end on the date of retirement.

1914 Full-Time Lecturers not part of MPSERS may continue group medical benefits at
1915 their own expense, until age 65, if enrolled at time of retirement. Full-Time
1916 Lecturers will be required to pay the full premium cost of the benefits.
1917 Arrangements must be made in the Benefits Office on or before the retirement
1918 date to continue group medical benefits. The Full-Time Lecturer can cancel
1919 medical coverage at any time, but once canceled, it cannot be reinstated.

1920 3. Dental Plan

1921 Full-Time Lecturers meeting the age and service for retirement shall be eligible to
1922 continue dental benefits if enrolled at the time of retirement, consistent with the
1923 terms of the Employer's master plan document. If continued, the retiree shall pay
1924 the full cost of such continued dental benefits. Proper arrangement must be made
1925 in the Employer's Benefits Office on or before the retirement date. The Full-
1926 Time Lecturer can cancel dental coverage at any time, but once canceled, it
1927 cannot be reinstated.

1928 4. Emeritus Status

1929 Any member of the department, including the Department Head, may nominate
1930 for emeritus status a retiring Full-Time Lecturer who has served as a Full-Time
1931 Lecturer for at least fifteen (15) years. The Department Head shall forward the
1932 nomination with their recommendation to the Dean of the appropriate college.
1933 The Dean shall forward the nomination with their recommendation to the Provost.
1934 If the Provost supports the nomination, they shall forward it to the EMU Board of
1935 Regents. Once the Regents have acted on the nomination, the Provost will notify
1936 the retiring Full-Time Lecturer of the Regents' decision.

1937 The Employer will encourage Emeritus Full-Time Lecturers to remain a part of
1938 the academic community through a variety of benefits:

- 1939 a. An Emeritus Full-Time Lecturer Photo ID Card;
- 1940 b. A retiree life insurance benefit pursuant as discussed above;
- 1941 c. Complimentary Rec/IM membership;
- 1942 d. Two complimentary tickets to each sporting event;
- 1943 e. Two complimentary tickets to each EMU production (plays, concerts,

- 1944 etc.). Campus Life, Guest Artists and Speakers series are excluded;
- 1945 f. An e-mail address per the policies of the Employer’s IT department;
- 1946 g. The right to participate in academic processions and convocations;
- 1947 h. Use of the Library; and,
- 1948 i. The opportunity to audit classes without credit, tuition, or the need to
- 1949 follow regular enrollment procedures. However, approval to audit must be
- 1950 granted by the instructor and program fees may be assessed.

1951 These benefits shall continue as long as they remain a standard practice of Eastern

1952 Michigan University and available to Emeritus Faculty under the EMU-AAUP

1953 agreement.

1954 5. Waiver of Employment Rights

1955 On the effective date of retirement, the Full-Time Lecturer shall waive any and all

1956 claims of whatever nature, whether under state or federal laws, this Collective

1957 Bargaining Agreement, or Employer policies, which arise out of their

1958 employment with the Employer except as otherwise enumerated in the

1959 Agreement. By way of illustration and not by way of limitation, Full-Time

1960 Lecturers shall waive any and all retention of priority rights, all entitlements to

1961 future wage and benefit increases, all rights to participate in any and all group

1962 benefits plans other than group medical benefits as hereinabove provided, and any

1963 and all rights they may have to continued employment or reemployment with the

1964 Employer.

1965 6. Irrevocability

1966 Once an individual’s notice of retirement has been tendered to and is accepted by

1967 the Employer, it shall be irrevocable.

1968 **T. Full-Time Lecturer Voluntary Phased Retirement**

1969 Full-Time Lecturers who are at least fifty-five (55) years of age and who have at least

1970 fifteen (15) years of full-time service as a Full-Time Lecturer or who are at least sixty

1971 (60) years of age and who have at least ten (10) years of full-time service as a Full-Time

1972 Lecturer have the option to enter into a Voluntary Phased Retirement (VPR) agreement

1973 with the Employer. The Full-Time Lecturer must sign such an agreement by March 15 of

1974 the academic year preceding participation in the VPR. The Department Head has until

1975 March 31 to approve a requested VPR.

1976 The VPR agreement creates an irrevocable intent to retire as a Full-Time Lecturer at the

1977 end of a period not to exceed two (2) academic years. While the agreement to retire by

1978 the end date of the agreement is binding, a Full-Time Lecturer can decide to retire earlier
1979 than the end date of the agreement by notifying the Department Head in writing.

1980 Participation in the VPR means that a Full-Time Lecturer's workload will be reduced to
1981 sixty percent (60%), which is configured as 60% in Fall semesters and 60% in Winter
1982 semesters.

1983 Full-Time Lecturers shall retire on August 31 of the last year of their VPR.

1984 The Full-Time Lecturer's pay is sixty percent (60%) of their annual base salary and is
1985 paid as allowed by the contract. The Employer retirement contributions is based on the
1986 Full-Time Lecturer's earnings and the 60% workload.

1987 Full-Time Lecturers that retire under VPR may be hired after their retirement at a PTL1
1988 rank.

1989 **ARTICLE XIX. DISCIPLINARY ACTION**

1990 **A. Construction**

1991 The Employer reserves the right to discipline an Employee and determine the appropriate
1992 level of disciplinary action (e.g., verbal warning, written reprimand, suspension, and/or
1993 termination).

1994 The discipline of an Employee shall be subject to the grievance procedure provided for
1995 under Article XI, "Grievance Procedure".

1996 Only the Associate Vice President of Academic Human Resources may suspend or
1997 terminate an Employee. The parties agree that suspension and termination are only
1998 considered as the first level of discipline in the more serious of cases, i.e., for just cause.
1999 By way of illustration, but not by way of limitation, "just cause" shall be:

2000 a) serious professional misconduct;

2001 b) sexual misconduct;

2002 c) violence;

2003 d) the failure to perform the Employee's professional responsibilities as set
2004 forth in this Agreement and in a manner acceptable to the Employer (as
2005 determined by its Associate Vice President for Academic Human
2006 Resources);

2007 e) the inability of an Employee, owing to medical reasons or otherwise, to
2008 complete his or her contractual responsibilities;

- 2009 f) threatening, or, without legal justification, intentionally causing injury to
2010 any person in the workplace;
- 2011 g) intentionally causing damage to property of the Employer or the property
2012 of any individual on Eastern Michigan University grounds or in Eastern
2013 Michigan University buildings;
- 2014 h) intentionally interrupting the normal daily teaching, research or
2015 administrative operation of the Employer or directly inciting others to
2016 engage in such actions;
- 2017 i) deliberately blocking the entrance or exit of any individual to or from
2018 Eastern Michigan University facilities or property for any reason not
2019 sanctioned by the Employer;
- 2020 j) engaging in any illegal activity reflecting negatively on the Employer;
- 2021 k) acts of discrimination, sexual harassment, or any other form of harassment
2022 in violation of Employer policy, state, federal, or local law.

2023 **B. Suspension**

2024 An Employee may be suspended only for just cause (as described in Section A above)
2025 and only by the Associate Vice President of Academic Human Resources.

2026 Prior to the imposition of a suspension, the Associate Vice President for Academic
2027 Human Resources and other such persons that the Associate Vice President for Academic
2028 Human Resources deems appropriate, shall meet with the Employee, and if desired their
2029 Union representative, to discuss the basis for the suspension. The Employee (and the
2030 Union representative, if in attendance) will be provided the opportunity to present
2031 information they believe may merit consideration by the Employer; provided the
2032 Employee makes themselves immediately available and circumstances otherwise permit.

2033 The issue of pay during a suspension shall be determined by the Associate Vice President
2034 of Academic Human Resources, based on the circumstances of the suspension.
2035

2036 **C. Termination**

2037 An Employee may be terminated only for just cause (as described in Section A above)
2038 and only by the Associate Vice President of Academic Human Resources.

2039 Prior to the imposition of a termination, the Associate Vice President for Academic
2040 Human Resources and other such persons that the Associate Vice President for Academic
2041 Human Resources deems appropriate, shall meet with the Employee, and if desired their
2042 Union representative, to discuss the basis for the termination. The Employee (and the
2043 Union representative, if in attendance) will be provided the opportunity to present

2044 information they believe may merit consideration by the Employer; provided the
2045 Employee makes themselves immediately available and circumstances otherwise permit.

2046 Termination for cause will result in the Employee's appointment being cancelled without
2047 payment to the Employee for lost wages or fringe benefits or other liability to the
2048 Employer.

2049 **ARTICLE XX. RESIGNATIONS**

2050 In the interest of providing the Employer with adequate time to secure replacements, Employees
2051 are expected to give the maximum possible notice of impending resignation. Notice of
2052 resignation should be submitted in writing to the Department Head at least sixty (60) days prior
2053 to any semester in which the Employee is scheduled to teach, if at all possible, or, in the
2054 alternative, at the earliest point that an Employee becomes aware of their unavailability to teach.
2055 Any resignation shall specify the date on which the resignation is to take effect.

2056 **ARTICLE XXI. LAYOFFS**

2057 **A. Definitions**

2058 A layoff is an involuntary separation from employment under this Agreement that occurs
2059 after an appointment letter has been signed by an Employee but prior to the end of the
2060 employment period for which the appointment has been made.

2061 **B. Order of Layoffs**

2062 Layoffs shall be by department and rank as specified below, provided the employees who
2063 are not being laid off are qualified to perform the remaining assignments.

2064 Subject to the foregoing, the priority of layoffs among the ranks shall be as follows:

- 2065 1. PTL1s
- 2066 2. PTL2s
- 2067 3. PTL3s
- 2068 4. Assistant Full-Time Lecturers
- 2069 5. Associate Full-Time Lecturers
- 2070 6. Senior Full-Time Lecturers

2071 Within the ranks above, the Department Head has the discretion to determine the order of
2072 layoffs based on qualifications followed by time of service in rank.

2073 **C. Notice of Layoffs**

2074 Written notice of layoffs shall be provided by the Employer, with copies to the Union, as
2075 soon as possible after the decision is made. This notice shall include the reason(s) for the
2076 layoff and where applicable, information regarding benefits.

2077 **D. Access to EMU Facilities While on Layoff**

2078 Employees placed on layoff status who remain on an academic hiring list as described in
2079 Article XIV.E.3 shall retain access to EMU facilities and services on the same basis as
2080 other Employees. Employees on layoff status who are no longer on any such academic
2081 hiring list shall have the same access to general EMU Facilities as the public. For
2082 example, Employees on layoff may visit and use museums, galleries, special collections,
2083 and libraries. Employees may also continue to park in campus hourly pay lots, use
2084 recreational sport facilities if they hold a membership to the Rec/IM, and obtain athletic
2085 tickets. Additionally, Employees on layoff will continue to have access to their email in
2086 accordance with University policies. Other than the benefits described in this section,
2087 Employees on layoff will have no right to any compensation or benefits.

2088 **ARTICLE XXII. LEAVES OF ABSENCE**

2089 **A. Paid Sick Leave Days**

2090 Each Full-Time Lecturer on a full-time (100%) academic year appointment will be
2091 granted six (6) paid sick leave days (1 day = 8 hours) per calendar year (January 1
2092 through December 31).

2093 Each Part-Time Lecturer will be granted three (3) paid sick leave days per semester (Fall
2094 and Winter) which they have an appointment.

2095 Each Employee will be granted one (1) paid sick leave day for Summer term if they have
2096 an appointment.

2097 Paid sick leave days will be credited to each Employee on a prorated basis at the time of
2098 initial appointment.

2099 Unused paid sick leave days will accumulate as follows:

- 2100 1. Full-Time Lecturers accumulate a total of twenty-five (25) paid sick leave days.
2101 In no case will the sick leave be allowed to exceed twenty-five (25) days.
- 2102 2. Part-Time Lecturers do not accumulate sick leave days.

2103 Any accumulated paid sick leave days will not be paid out as a cash option upon the Full-
2104 Time Lecturer's separation from the University.

2105 **B. Use of Paid Sick Leave Days**

2106 Paid sick leave may be used on any day on which an Employee is scheduled to work.

2107 An Employee will be considered absent if the Employee fails to appear for regularly

2108 scheduled duties because of illness or injury. The Employee shall contact their
2109 Department Head as soon as possible regarding such absences. All absences due to
2110 illness or injury will be debited against the Employee's paid sick leave credit, regardless
2111 of whether or not a substitute is provided.

2112 If an Employee is disabled and absent from work because of a compensable accident or
2113 injury covered by Workers' Compensation, the Employee may elect to utilize the
2114 Employee's paid sick leave entitlements to cover the monetary difference between the
2115 Employee's full-time salary as of the date of accident or injury, and compensation
2116 benefits applicable to the period of disability. The number of days debited against the
2117 Employee's paid sick leave entitlements shall be limited to that number necessary to
2118 cover the above difference, or that amount to which the Employee is then entitled,
2119 whichever is lesser.

2120 For any absence which is chargeable to paid sick leave benefits, the Employee may be
2121 required to file either a physician's statement or a sworn affidavit that the claim of
2122 absence for any of the reasons stated above is bona fide. Until such statement is filed, if
2123 requested, all absence will be considered as lost time and the Employee's pay will be
2124 reduced as provided for in below.

2125 Paid sick leave days as provided above may be utilized by an Employee for illness or
2126 injury of a member of the Employee's immediate family, subject to the following
2127 limitations:

2128 1. Such use shall be limited to three (3) days for any particular incident of illness or
2129 injury in any semester.

2130 2. "Immediate family" for the purpose of this provision shall be defined as: spouse,
2131 biological parent or an individual who stood in loco parentis to an Employee
2132 when the Employee was a child, or a biological, adopted or foster child, a
2133 stepchild, a legal ward, or a child of an Employee standing in loco parentis, who
2134 is either under age 18, or age 18 or older and incapable of self-care because of
2135 mental or physical disability. Persons who are "in loco parentis" include those
2136 with day-to-day responsibilities to care for and financially support a person when
2137 the person was a child.

2138 Disabilities resulting from pregnancy or childbirth shall be treated the same as other
2139 disabilities for purposes of these provisions.

2140 Where practical, requests for the above shall be made in advance to the Department
2141 Head.

2142 Paid sick leave days shall be debited in one (1) day increments, except in such cases
2143 where the Employee was able to attend scheduled classes, professional committee
2144 meetings and/or perform other professional assignments such that the Department Head
2145 determines the professional services rendered by the Employee to be equivalent to one-

2146 half (1/2) day's work and so approves the debiting of the Employee's paid sick leave on
2147 that basis.

2148 **C. Family and Medical Leave Act (FMLA) of 1993, as Amended**

2149 1. An Employee who has been employed by EMU for at least twelve (12) months
2150 and has worked at least 1,250 hours during the twelve (12) month period
2151 immediately preceding the date on which the leave commences is eligible for
2152 FMLA leave for any one or more of the following events below.

2153 a. For a birth of a child of the Employee and to care for such child.

2154 b. For the placement of a child with the Employee for adoption or foster care.

2155 c. To care for a spouse, additional eligible adult, child, or parent of the
2156 Employee if the former has a serious health condition, or

2157 d. If an Employee has a serious health condition which renders them unable
2158 to perform the functions of their position, they shall be granted twelve (12)
2159 workweeks of FMLA leave for any calendar year (January 1 through
2160 December 31).

2161 e. A qualifying exigency (as defined by the Department of Labor) arising out
2162 of the fact that the spouse, or a son, daughter, or parent of the Employee is
2163 on covered active duty or call to covered active duty status in the Armed
2164 Forces; and/or

2165 f. Care of the Employee's spouse, child, parent or next of kin (as defined by
2166 the Department of Labor) who is a covered servicemember with a serious
2167 injury or illness.

2168 2. An eligible Employee is entitled to FMLA in the following amounts and in the
2169 following periods:

2170 a. A combined 12 workweeks during a calendar year (January 1 - December
2171 31) for events 1.a. – 1.e. above.

2172 b. Up to 26 workweeks in a single 12-month period beginning on the day the
2173 Employee takes leave and ending 12 months later with respect to event 1.f.
2174 above, provided leave under 1.f., when combined with leave under 1.a. –
2175 1.e. may not exceed 26 weeks in the single 12-month period.

2176 3. Before taking FMLA leave, an Employee must exhaust any available paid sick
2177 leave. Any portion of the remaining twelve (12) workweeks shall be unpaid.

2178 4. The taking of a FMLA leave shall not result in the loss of any employment

2179 benefits accrued prior to the date on which the leave commenced; provided that
2180 nothing in this sentence shall be construed to entitle any Employee who returns
2181 from Leave to the accrual of any employment benefits during the period of the
2182 leave or to any right, benefit, or position other than that to which the Employee
2183 would have been entitled had the Employee not taken the leave.

2184 5. Except as otherwise provided for under the FMLA, Employees who take a FMLA
2185 leave for the intended purpose of the leave shall be entitled, on return from leave,
2186 to be restored by EMU to the position of employment held by the Employee when
2187 the leave commenced or an equivalent position with equivalent employment
2188 benefits, pay, and other terms and conditions of employment.

2189 6. During the period FMLA leave, EMU shall maintain coverage under any group
2190 health plan as defined by the FMLA for the duration of such leave and at the level
2191 and under the conditions coverage would have been provided if the Employee had
2192 continued in employment for the duration of the leave. EMU shall have the right
2193 to recover the premiums paid for maintaining coverage for the Employee under
2194 such group health plan during the period of a FMLA leave if the Employee fails
2195 to return to work for reasons other than the continuation, recovering, or onset of a
2196 serious health condition entitling the Employee to leave under Section B.1.c.,
2197 B.1.d., or B.1.e. above, or other circumstances beyond the Employee's control. In
2198 this situation, EMU may require certification of inability to return to work as
2199 specified and allowed by the FMLA.

2200 7. If the requested leave is for the birth/care of a newborn child, the placement of a
2201 child in the Employee's home for adoption or foster care, or to care for a spouse,
2202 additional eligible adult, child or parent who has a serious health condition, the
2203 Employee is first required to exhaust any available paid sick leave under Section
2204 A above. Upon exhaustion of the paid sick leave any portion of the remaining
2205 twelve (12) workweeks of leave shall be unpaid. Full-Time Lecturers should
2206 refer to Article XVIII, "Fringe Benefits" for any benefits relating to short-term
2207 disability.

2208 8. Notwithstanding the provisions above, a family leave of up to twelve (12)
2209 workweeks for the birth/care of a newborn child, or for the placement of a child in
2210 an Employee's home for adoption or foster care may be taken at any time within
2211 the twelve (12) month period which starts on the day of such birth or placement
2212 for adoption or foster care. However, regardless of when the leave commences, it
2213 will expire no later than the end of the twelve (12) month period.

2214 (For example, an Employee who requests a leave at the start of the twelfth month
2215 [of the twelve (12) month period from the date of birth or placement] is entitled to
2216 only four (4) workweeks of unpaid leave).

2217 9. Spouses, both of whom are employed by EMU, are limited to a combined total of
2218 twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month

2219 period for the birth/care of their child, placement of a child in their home for
2220 adoption or foster care, or for the care of a parent with a serious health condition.
2221 However, each Employee may use up to twelve (12) workweeks of unpaid leave
2222 during any twelve (12) month period to care for their child or spouse who is
2223 suffering from a serious health condition. If one spouse is ineligible for FMLA
2224 leave, the other spouse would be entitled to a full 12 weeks of FMLA leave.
2225 Where the spouses both use a portion of the total 12-week FMLA leave
2226 entitlement for either the birth of a child, for placement for adoption or foster
2227 care, or to care for a parent, the spouses would each be entitled to the difference
2228 between the amount they have taken individually and 12 weeks for FMLA leave
2229 for other purposes. For example, if each spouse took six weeks of leave to care
2230 for a parent, each could use an additional six weeks due to their own serious
2231 health condition or to care for a child with a serious health condition.

2232 The combined leave for spouses working for EMU is limited to 26 weeks during
2233 the single 12-month period when leave is to care for an injured or ill service
2234 member, or such leave is taken in combination with leave for either birth, care
2235 and/or placement of a child, or to care for the Employee's parent with a serious
2236 health condition. If one spouse is ineligible for FMLA leave, the other spouse
2237 would be entitled to the full 26 weeks.

2238 10. An eligible Employee who foresees that they will require a leave for the birth/care
2239 of a child or for the placement of a child in their home for adoption or foster care,
2240 must notify the Department Head, in writing, not less than thirty (30) calendar
2241 days in advance of the start date of the leave. If not foreseeable, the Employee
2242 must provide as much written notice as is practicable under the circumstances.

2243 11. An eligible Employee who foresees the need for a leave of absence due to planned
2244 medical treatment for themselves, their spouse, additional eligible adult, child or
2245 parent should notify the Department Head, in writing, as early as possible so that
2246 the absence can be scheduled at a time least disruptive to University operations.
2247 Such an Employee must also give at least thirty (30) calendar days written notice,
2248 unless it is impractical to do so, in which case the Employee must provide as
2249 much written notice as circumstances permit. An Employee who requires FMLA
2250 for a qualifying exigency (event B.1.e.) shall provide such notice as is reasonable
2251 and practicable.

2252 12. An Employee on an approved FMLA leave should keep the Department Head
2253 informed regarding their status and intent to return to work upon conclusion of the
2254 leave.

2255 13. If a requested leave is because of a serious health condition of the Employee
2256 which renders them unable to perform the functions of their position, to care for a
2257 spouse, additional eligible adult, child or parent who has a serious health
2258 condition, or to care for a spouse, child, parent, or next of kin who is a covered
2259 servicemember with a serious injury or illness, the Employee may be required to

2260 file with EMU, in a timely manner, a health care provider's certification or such
2261 recertifications as may reasonably be required by EMU. Similarly, as a condition
2262 of restoring an Employee whose FMLA leave was occasioned by the Employee's
2263 own serious health condition, EMU may also require the Employee obtain and
2264 present certification from their health care provider that the Employee is able to
2265 resume work. All required certifications or recertifications shall conform to the
2266 FMLA's certification requirements.

2267 14. In any case in which EMU has reason to doubt the validity of the health care
2268 provider's statement or certification for leaves taken under Sections B.1.c., B.1.d.,
2269 and B.1.f., EMU may, at its expense, require second and third opinions as
2270 specified by the FMLA to resolve the issue.

2271 15. A leave taken under Section B.1.a. or B.1.b. above may be taken intermittently or
2272 on a reduced leave schedule if agreed to by EMU. Subject to the limitations and
2273 certifications allowed by the FMLA, a leave taken under Section B.1.c., B.1.d.
2274 and B.1.f., above may be taken intermittently or on a reduced leave schedule
2275 when medically necessary, and under Section B.1.e. When an Employee requests
2276 intermittent leave or leave on a reduced leave schedule, EMU may require the
2277 Employee to transfer temporarily to an available alternative position offered by
2278 EMU for which the Employee is qualified and that has equivalent pay and
2279 benefits and better accommodates recurring periods of leave than the Employee's
2280 regular position.

2281 16. The provisions of Sections B.1. - B.15. above are intended to comply with the
2282 Family and Medical Leave Act of 1993 as amended, and any terms used herein
2283 will be as defined in the Act. To the extent that these or any other provisions of
2284 this Collective Bargaining Agreement are in violation of the Act, the language of
2285 the Act prevails. The FMLA provisions do not impair any rights granted under
2286 other provisions of this Agreement.

2287 17. An Employee who is ineligible for, or who has exhausted their FMLA leave
2288 entitlements as provided in Section B above, in cases of family need, including
2289 but not limited to the birth of a child, the adoption of a minor child, or the long-
2290 term illness (physical or mental) of a minor child or other member of the
2291 immediate family as defined in Section A above, an Employee shall not
2292 unreasonably be denied a leave without pay for one (1) semester, or a reduced
2293 appointment for a period of up to two (2) semesters, at a rate of compensation
2294 proportional to the rate of their regular appointment. Such leave may be renewed
2295 but the total leave time, including any FMLA leave, shall not exceed twelve (12)
2296 months.

2297 18. Evaluations for promotion may not be conducted during a semester that an
2298 Employee is on FMLA.

2299 **D. Unpaid Medical Leave**

2300 Upon proper application, an Employee who has exhausted the benefits provided for in
2301 Section A above will, if eligible, be placed on Family and Medical Leave Act (FMLA)
2302 leave, pursuant to the provisions of this Article.

2303 An Employee who is unable to work because of illness or injury and is ineligible for, or
2304 has exhausted, FMLA leave entitlements as provided in Section B above, shall, upon
2305 proper application, be placed on unpaid medical leave for a period of up to one (1)
2306 semester or the duration of their appointment, whichever is less. An Employee may also
2307 request an extension of medical leave. If approved by the Employer, said extended
2308 medical leave shall be without pay for a period of up to one (1) semester. Said leaves may
2309 be further extended at the Employer's discretion for additional periods of up to one (1)
2310 semester, but the total period of the leave time, including any FMLA leave, shall not
2311 exceed two (2) full years.

2312 The Employer may require the Employee submit a statement from their physician in
2313 support of any request for medical leave, and of any such leave extension or request by
2314 the Employee to return to work.

2315 **E. Bereavement Leave**

2316 An Employee will be allowed up to three (3) consecutive calendar days without loss of
2317 pay or benefits, to attend the funeral of a member of the Employee's immediate family.
2318 "Immediate family" for purposes of this provision shall be defined as: husband, wife,
2319 father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-
2320 in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and
2321 an individual who stood in loco parentis to an Employee when the Employee was a child.
2322 Persons who are "in loco parentis" include those with day-to-day responsibilities to care
2323 for and financially support a person, when the person was a child. For any individual not
2324 listed above, three (3) days of bereavement leave may be requested. Such requests shall
2325 not be unreasonably denied.

2326 In those limited instances where extenuating circumstances associated with the death of a
2327 member of the Employee's immediate family (e.g., the geographic location of the funeral
2328 and/or legal obligations that must be assumed by an Employee) necessitate an extended
2329 leave of absence on the part of the Employee, the Employee may request approval of up
2330 to two (2) additional days of Bereavement Leave, which requests will not be
2331 unreasonably denied by the Employer.

2332 An Employee who wishes to attend the funeral of someone outside of his/her immediate
2333 family may take one-half (1/2) day with pay, with the permission of the Department
2334 Head.

2335 **F. Jury Duty**

2336 Employees will suffer no loss in compensation when called to perform jury duty service.
2337
2338 The Employer will pay the difference between jury compensation and the Employee's
2339 regular Employer compensation. When an Employee is temporarily excused from jury
2340 duty service, they are expected to return to work.

2341 **G. Military Leave**

2342 A military leave without pay shall be granted upon request of any Employee who enters
2343 active military service of the United States, or civilian services of the United States which
2344 are an essential part of the national defense program. Upon conclusion of the leave the
2345 Employee shall be subject to reinstatement in accordance with the provisions of
2346 applicable federal or state law.

2347 An Employee who is ordered to active duty during an academic period in which the
2348 Employee is scheduled to work shall, upon request, be granted military leave to engage
2349 in a temporary tour of duty with the National Guard or any recognized branch of the
2350 United States Military Service. If the Employee's military pay is less than their regular
2351 Employer salary, the Employer will pay the Employee the difference for a maximum of
2352 fifteen (15) working days in any tour of duty or calendar year, whichever is the longer
2353 period. Such leave shall be credited as continuing service.

2354 **H. Personal Business Leave**

2355 Each Full-Time Lecturer shall be granted up to two (2) days each calendar year for the
2356 purpose of attending to personal business that cannot be attended to at a time not in
2357 conflict with their professional responsibilities. Personal business days shall be credited
2358 to each Full-Time Lecturer at the time of their initial appointment and on each January 1st
2359 thereafter. Such days shall be non-accumulative and shall be separate from and in
2360 addition to the paid sick leave days provided for in Section A.

2361 Each Part-Time Lecturer shall be granted up to one (1) day each semester in which they
2362 are working for the purpose of attending to personal business that cannot be attended to at
2363 a time not in conflict with their professional responsibilities. Personal business days shall
2364 be credited to each Part-Time Lecturer at the time of their appointment. Such days shall
2365 be non-accumulative and shall be separate from and in addition to the paid sick leave
2366 days provided for in Section A.

2367 Personal business leaves shall be approved in one-half (1/2) day increments, except in
2368 cases where the Employee completes their personal business in less than one-half (1/2)
2369 day and is able to attend scheduled classes, professional committee meetings and/or
2370 perform other professional assignments for one-quarter (1/4) day. In these instances, the
2371 Employee's personal business leave account will be debited in one-quarter (1/4) day
2372 increments, as approved by the Department Head.
2373

2374 **I. Leave Conditions**

2375 To the extent permitted by applicable state and federal law, all leaves require advance
2376 administrative approval, which approval will be given in all instances where the terms
2377 and conditions of this Agreement have been satisfied. Where practicable, the Employee
2378 shall provide the Department Head with as much advance notice as possible of the need
2379 to utilize said leave. Said notice shall be framed with sufficient particularity to advise the
2380 Department Head of the reason for the absence and to establish its compensable nature
2381 under the terms of this Agreement. If advance notice is not practicable, the Employee
2382 shall provide as much notice as circumstances permit. The Department Head may require
2383 said notice to be in writing. If an Employee's absence is determined to be not
2384 compensable under the terms of this provision, it shall be regarded as lost time and the
2385 Employee's pay reduced.

2386 Where practicable, the Employee will be notified in writing of the approval or denial of
2387 leave within five (5) calendar days of submitting the leave application.

2388 **ARTICLE XXIII. INPUT AND COMMUNICATIONS**

2389 **A. Input**

2390 Each academic department and the University Library, has a Departmental Input
2391 Document providing for input of Faculty. To the extent that those department Faculty
2392 procedures permit (or are subsequently amended to permit), Employee participation on
2393 curriculum and instruction committees will be allowed.

2394 To the extent that Employee access to full Faculty meetings is provided by currently
2395 agreed upon (or subsequently amended), Faculty input procedures, Employees shall be
2396 permitted to attend such meetings and provide recommendations on curricular matters.

2397 **B. Communications**

2398 Employees shall be given the opportunity to confer with their Department Head on their
2399 qualifications, curriculum, instruction, student matters and workload issues.

2400 Employees shall have full access to announcements, department policies, agendas,
2401 minutes, and other department items of business pertinent to their assignments.
2402 Additionally, the Department Head shall notify an Employee in writing, with a copy to
2403 the Union, when there are changes that directly and materially impact the Employee in
2404 the following areas:

- 2405 1. Department policies
- 2406 2. Curriculum
- 2407 3. Course design
- 2408 4. Course capacity
- 2409 5. Textbook requirements
- 2410 6. Employee office space

2411 In the first month of fall and winter semesters, each department will hold a meeting for
2412 Employees to explain ongoing EMU, College or Division, Department and Program
2413 practices (policies, rules, and regulations), to discuss curriculum, instruction, and
2414 workload issues, and to solicit advice and recommendations from Employees regarding
2415 departmental matters. The Union and Employees shall be notified in writing at least two
2416 weeks in advance of the meeting. Each academic unit will make fifteen (15) minutes
2417 available to the Union during the meeting.

2418 Prior to assigning Employees to courses for each semester, each Employee will have the
2419 opportunity to provide information in writing regarding preferred teaching assignments,
2420 willingness to teach overload courses, and preferred days, times, and locations of classes.
2421 For Employees who are assigned off-campus student teaching or clinical supervision,
2422 Employees may request placement in a particular geographic area. Final decisions
2423 regarding any of the above items rest solely with the Employer.

2424 **ARTICLE XXIV. PERSONNEL FILES**

2425 An Employee, on giving reasonable written notice, shall be permitted to review the Employee's
2426 own personnel file, excluding confidential letter(s) of recommendation. Such review shall occur
2427 during normal business hours in the presence of the responsible custodian of such file. The
2428 Employee shall have the right to copies of materials in their file. The Employee may be
2429 accompanied by a representative of the Employee's own choice at the time the file is examined.

2430 If an Employee should become aware of information included in the Employee's personnel file
2431 that is factually in error, the Employee may petition, in writing, the Associate Vice President for
2432 Academic Human Resources, or their authorized designee, to remove said information from the
2433 file. The Employee shall bear the burden of proof of establishing that the information is
2434 factually in error. If the Associate Vice President for Academic Human Resources, or their
2435 authorized designee, concludes that the information is in error, such information shall either be
2436 excised from the document in which it is located, or the document removed from the Employee's
2437 personnel file, whichever the Associate Vice President for Academic Human Resources, or their
2438 authorized designee, in their sole discretion, shall determine to be appropriate. The decision of
2439 the Associate Vice President for Academic Human Resources, or their authorized designee, shall
2440 be final and binding on the Employee and the Union, and may not be challenged under the
2441 Grievance and Arbitration provisions of this Agreement. Further, discussions and/or decisions
2442 made pursuant to this provision shall not be introduced as evidence or otherwise considered in
2443 any grievance, arbitration, or other proceeding against the Employer.

2444 If the decision of the Associate Vice President for Academic Human Resources, or their

2445 authorized designee is not acceptable to the Employee, the Employee may provide a written
2446 explanation, affidavit, and/or document, which shall be identified as rebuttal information, and
2447 attached to each document alleged to be in error. Such attachment shall become a permanent
2448 part of the document in question.

2449 Disclosure of disciplinary actions to third parties shall be governed by the Bullard-Plawicki
2450 Employee Right to Know Act, MCL 423.501-423.512.

2451 **ARTICLE XXV. TRANSFERS TO ADMINISTRATIVE APPOINTMENTS**

2452 Administrative/Professional (AP) positions are, at times, made available to qualified Employees.
2453 To provide uniform institutional policies/practices with respect to all persons so appointed, the
2454 parties are agreed as follows:

- 2455 1. An Employee appointed to an AP position shall be transferred outside the
2456 Bargaining Unit for the duration of the Employee's appointment.
- 2457 2. As an AP Employee, the Employee shall be subject to such terms and conditions
2458 of employment as the Employer may establish or which may otherwise govern the
2459 position to which the Employee is appointed.
- 2460 3. Upon the expiration of the Employee's appointment to an AP position, the
2461 Employee shall be returned to the Bargaining Unit and their former department
2462 and position, subject to the other provisions of this Agreement.
- 2463 4. The base salary of an Employee who is returned to the Bargaining Unit from an
2464 AP appointment shall be no less than if the Employee had not held such position.

2465 The Union shall be notified within thirty (30) calendar days of the appointment of an Employee
2466 to an AP position and within thirty (30) calendar days of the return of an Employee to the
2467 Bargaining Unit.

2468 **ARTICLE XXVI. OUTSIDE EMPLOYMENT BY FULL-TIME LECTURERS**

2469 An Employee may accept outside supplemental employment as long as it does not interfere with
2470 the full and proper performance of their duties.

2471 EMU equipment, supplies, materials, or clerical services shall not be utilized for such outside
2472 work.

2473 Should the Department Head or Supervisor determine that the supplemental employment
2474 interferes with the Employee's duties, the Employee may be requested to modify such
2475 supplemental employment as a condition of the Employee's continued employment with Eastern
2476 Michigan University.

2477 **ARTICLE XXVII. SCOPE OF AGREEMENT**

2478 **A. Agreement Construction**

2479 The article and titles throughout this Agreement are merely editorial identifications of
2480 their related text and do not limit or control that text.

2481 **B. Entire Agreement**

2482 This Agreement represents the entire agreement between the Employer, the Union, and
2483 Eastern Michigan University Employees which the Union represents. This Agreement
2484 supersedes and cancels all previous agreements, oral or written, and constitutes the entire
2485 agreement between the parties. Any agreement or agreements which supplement this
2486 Agreement shall not be binding or effective for any purpose whatsoever unless reduced to
2487 writing and signed by the Employer and the Union.

2488 **C. Saving Clause**

2489 If, during the life of this Agreement, any of the provisions contained herein are held to be
2490 invalid by operation of law or by any tribunal of competent jurisdiction or if compliance
2491 with or enforcement of any provisions should be restrained by such tribunal pending a
2492 final determination as to its validity, the remainder of this Agreement shall not be
2493 affected thereby. In the event any provision herein contained is so rendered invalid, upon
2494 written request of either party, the Employer and the Union shall immediately enter into
2495 collective bargaining for the purpose of negotiating a mutually satisfactory replacement
2496 for such provision.

2497 **ARTICLE XXVIII. DURATION AND AMENDMENT**

2498 This Agreement shall continue in full force and effect from October 19, 2023 to and including
2499 August 31, 2028. The Agreement shall continue in effect from year-to-year thereafter unless
2500 either party notifies the other in writing, not less than one-hundred fifty (150) days prior to the
2501 expiration date, that a modification or termination of the Agreement is desired. Should either
2502 party to this Agreement serve such notice upon the other party, the Employer and the Union shall
2503 meet for the purpose of negotiation and shall commence consideration of proposed changes or
2504 modifications in the Agreement not less than one-hundred twenty (120) days prior to the
2505 expiration of the Agreement.

2506 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement
2507 is not reached prior to the expiration date, this Agreement shall expire at the expiration date
2508 unless it is extended for a specified period by mutual agreement of the parties.


In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this October 20, 2023.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE FEDERATION OF
TEACHERS




James J. Carroll
Chief Negotiator and Associate Provost




Jeremy Proulx
Co-Chief Negotiator




Kathleen H. Stacey
Associate VP for Academic Affairs



Anke Wolbert
Co-Chief Negotiator




Karen Ann Craig
Assistant VP for Academic Budgeting &
Operations



Paul Komirsky



James P. Greene
Counsel



Daric Thorne
President

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APPENDIX A LECTURER RANK

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND
THE EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS**

PTL1s who have completed six semesters and have had an evaluation or should have had an evaluation during that period of time will be promoted to PTL2s in Winter 2024. PTL2s who have completed six semesters and have had an evaluation or should have had an evaluation during that period of time will be promoted in Winter 2024 to PTL3L, PTL3M, PTL3H based upon number of credit hours taught during their past six semesters of employment.

PTL1s in their third, fourth and fifth semester as of Fall 2023 will be evaluated in Winter 2024 for promotion in Fall 2024. PTL2s in their fifth semester as of Fall 2023 will be evaluated in Winter 2024 for promotion in Fall 2024. PTL3s in their fifth semester as of Fall 2023 will be evaluated in Winter 2024 for promotion in Fall 2024 if they have taught the number of credit hours required to promote.

For Winter 2024, Full-Time Lecturers will be classified into the Assistant, Associate and Senior ranks based on the time as a Full-Time Lecturer. Full-Time Lecturers with greater than ten (10) years of service as a Full-Time Lecturer will be assigned the rank of Senior Full-Time Lecturer. Full-Time Lecturers with six (6) to ten (10) years of service as a Full-Time Lecturer will be assigned to the rank of Associate Full-Time Lecturer. Full-Time Lecturers with five (5) years or less as a Full-Time Lecturer will be assigned the rank of Assistant Full-Time Lecturer.

For Assistant Full-Time Lecturers, the time until their next evaluation will be based on their last hire date as a Full-Time Lecturer. For Associate and Senior Full-Time Lecturers, the time until their next evaluation shall be based on the time since their last promotion or salary adjustment under prior contracts. In the academic year 2023-2024, eligible Full-Time Lecturers can apply for promotion or salary adjustment by February 1, 2024.

This agreement shall not serve to alter, modify or otherwise establish a precedent for further interpretation or application of the Master Agreement between Eastern Michigan University and the Lecturer’s Unit of the Eastern Michigan University Federation of Teachers.

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APPENDIX B LECTURER PROFESSIONAL DEVELOPMENT

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND
THE EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS**

The Employer shall adopt a competitive program of Lecturer Professional Development in direct support of activities designed to enhance teaching by Full-Time Lecturers, PTL3s, and PTL2s. This program shall expire with the bargaining agreement.

Activities supported by the Lecturer Professional Development support include activities and programs that are designed to improve teaching.

In Winter 2024, Academic Human Resources will establish draft guidelines, application requirements, and deadline dates for Lecturer Professional Development support for implementation in the 2024 - 2025 academic year.

Funding for the Lecturer Professional Development shall be \$25,000 each academic year of the contract period starting in academic year 2024 -2025. Funds will be administered by the Provost’s office. Unused funds do not carry over year-to-year. Individual support shall not exceed \$2,500 in an academic year and follow University policies for reimbursement.

This agreement shall not serve to alter, modify or otherwise establish a precedent for further interpretation or application of the Master Agreement between Eastern Michigan University and the Lecturer’s Unit of the Eastern Michigan University Federation of Teachers.