

**Collective Bargaining Agreement
BY AND BETWEEN**

**EASTERN MICHIGAN
UNIVERSITY**

AND

**THE EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS
September 1, 2012 – August 31, 2015**

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1 Agreement entered into this first (1st) day of September, 2012, by and between Eastern
Michigan University (hereinafter “EMU” or “University”) and the Eastern Michigan
University Chapter of the American Association of University Professors (hereinafter
“EMU-AAUP” or “Association”).

ARTICLE I. DEFINITIONS

- 2 A. “EMU” means Eastern Michigan University, Ypsilanti, Michigan, a state
institution of higher education, and its administrative agent.
- 3 B. “Association” means Eastern Michigan University Chapter of the American
Association of University Professors.
- 4 C. “Faculty Member” means a person employed in the Bargaining Unit as defined
in Article III.
- 5 D. “Unit” or “Bargaining Unit” means the Faculty Members collectively covered by
Article III.
- 6 E. “Department” also means “School”.
- 7 F. “Department Head” also means “School Director”. A School Director is not
equivalent to a Dean.
- 8 G. Pronouns of masculine and feminine gender include each other.

ARTICLE II. GENERAL PURPOSE AND INTENT

- 9 EMU and the Association recognize their responsibilities under federal, state, and
local laws relating to fair employment practices and affirm their commitment to the
principles involved in the area of civil rights.
- 10 The parties agree that neither shall discriminate on the basis of race, creed, sex, color,
age, martial status, nationality, political belief, or for participation in or affiliation with
any labor organization. The parties agree further, pursuant to relevant sections of the
Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and Michigan
civil rights legislation, that there shall be no unlawful discrimination. This paragraph
shall be subject to the Grievance Procedure but not arbitrable.
- 11 The parties agree that they shall not discriminate on the basis of any Bargaining Unit
member’s sexual orientation.
- 12 Faculty Members, while not conducting their Faculty responsibilities, shall have the
same rights to participate in political activities as other citizens. This statement shall
not be construed to constitute an infringement upon the academic freedom of any
Faculty Member.
- 13 EMU and the Association agree that the provisions of this Agreement shall apply to all
Faculty Members without discrimination.
- 14 EMU and the Association fully affirm the principle of academic freedom in both
teaching and research. The right of academic freedom shall be the right of every
Faculty Member.

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

ARTICLE III. RECOGNITION OF ASSOCIATION

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

ARTICLE IV. EMU'S RIGHT TO MANAGE

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

ARTICLE V. ASSOCIATION RIGHTS

- 20 **A. EMU shall furnish the following information and data to the Association:**
- 21 1. a. A list of the members of the Bargaining Unit, showing the name, rank, percentage of appointment, salary, department, tenure status, date of tenure, time in rank, highest relevant academic degree, date of highest relevant academic degree, date of birth, and current home address. If a Faculty Member has a split appointment, the percentages of his/her appointment shall be combined and the area where the Faculty Member holds the greatest percentage of appointment reflected as his/her department. Such list shall be furnished within forty-five (45) working days after the execution of this Agreement and within forty-five (45) working days after the beginning of each semester thereafter.

- 22 b. Interim changes, including promotions, terminations, leaves, and changes to and from administrative status or part-time employment, shall be furnished in writing (e.g., hard copy, email, or fax) within twenty (20) working days of the end of the month in which the change occurs.
- 23 c. Copies of all offer letters accepted by the Faculty candidates shall be furnished within twenty (20) working days of their approval by the Board of Regents.
- 24 d. Tentative notice of names and addresses of newly hired Faculty Members shall be furnished within twenty (20) working days of the date such Faculty Members first appear on the payroll and receive a paycheck.
- 25 e. A complete University email list of Faculty within twenty (20) working days following the beginning of each semester.
- 26 f. A list of faculty W-2 salaries shall be provided the Association within thirty (30) working days after the end of the calendar year.
- 27 g. Authorization to access and use the Faculty listserv address.
- 28 h. A description of the process employed by EMU for determining entry level salaries for Faculty shall be furnished by October 1st.
- 29 i. An annual report containing an account of the operation of the Sabbatical Leave and Faculty Research/Creative Activity Fellowship program during the preceding year.
- 30 j. Notification when a faculty member receives incorrect pay within five (5) working days from awareness of the incorrect pay.
- 31 k. A list of individual faculty contracts (with names of faculty members and their dependents redacted) enrolled in each healthcare option, by category, shall be furnished to the Association by January 15th of each year.
- 32 2. A list of non-bargaining unit employees (e.g. lecturers) whose principal responsibility is teaching credit-bearing courses and/or professional library service, showing the name, department, current percentage of appointment and most recent date of hire. Such list shall be furnished within twenty (20) working days following the close of each semester.
- 33 3. A list of all credit-bearing courses offered through Extended Programs and Educational Outreach, showing the course number, day, time, and location for each class taught, and the name of the Faculty Member or lecturer assigned each class and his/her rate of pay. Such list shall be furnished within twenty (20) working days following the close of each semester.
- 34 4. Copies of minutes of official meetings of the Board of Regents, General Fund Operating Budgets (including all midyear amendments), Budget Requests, Program Revision Requests, Resource Plans (including all midyear updates or revisions) and the Annual Audited Financial Statement as approved by the Board of Regents for submission to the State Offices.

Copies of Faculty Course Assignments shall be furnished within sixty-five (65) working days following the end of the academic year.

- 35 5. Section master listings as of the date of the "HEGIS" count. Such listings shall be furnished to the Association when furnished to the State Department of Management and Budget.
- 36 6. Other documents specifically requested from time to time by the Association that are necessary to the EMU-AAUP's administration of this Collective Bargaining Agreement pursuant to the provisions of the Michigan Public Employment Relations Act. Any such documents that are routinely reproduced for dissemination to the general public without charge shall be provided at no cost to the Association. Other documents shall be provided to the Association at a cost of \$0.06 per page.

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

- 38 1. The Association and Association Officers shall, for the purpose of carrying out the business of the Association, have the right to hold meetings in University facilities at such times and places as may be reasonably designated by EMU.
- 39 2. The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards designated by EMU.
- 40 3. The Association shall have the right to send the Association Newsletter and other Association notices to Faculty Members through the EMU mail service and EMU email service provided such use these services shall not cause an unreasonable load on such systems. In addition, the Association shall be provided with two (2) EMU email addresses for the use of the Association staff.
- 41 4. The Association shall have the use of a University telephone line in its office. All costs, including charges for installation and use, shall be the responsibility of the Association.
- 42 5. The Association shall have the right to have up to three (3) telephone numbers listed in the campus telephone directory.
- 43 6. EMU shall provide the Association four (4) service parking permits for the Association Officers and staff.

44 **C. Released Time**

- 45 1. A Grievance Officer designated by the Association shall be granted one-half (1/2) released time during the terms or semesters he/she teaches for the purpose of acting on behalf of Faculty Members in the grievance procedure.
- 46 2. Three-fourths (3/4) of one FTEF released time shall be provided to Association members during the academic year for service that is performed for the mutual benefit of the Association and the University, subject to the following conditions:
- 47 a. No Association member shall receive more than one-half (1/2) released time in any one term under this section.

48 b. The Association shall notify the University at least twenty (20) working days prior to the commencement of a released time assignment, except as provided herein. Said notification shall include the name of the Faculty Member to receive the released time and the purpose of the released time. The twenty (20) working day notification period may be waived by mutual consent of the parties if a Faculty Member previously scheduled for released time is unable to accept the assignment.

49 **D. Insurance Coverage for Association Employees**

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

51 **E. Selection of Negotiators**

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

53 **F. Copies of Agreement**

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

ARTICLE VI. ASSOCIATION MEMBERSHIP DUES AND SERVICE FEES

54 **A. Membership Dues and Service Fees**

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

after the beginning of the semester, the starting date in their offer letter will be interpreted as their commencement of employment date.

56 **B. Method of Payment**

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

58 **C. Certification of Membership Dues and Service Fees**

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

60 **D. Payment by Payroll Deduction**

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

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

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

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

65 Deductions shall be made only in accordance with the provisions of the Faculty Member's Payroll Deduction Authorization form, together with the provisions of this Agreement. EMU shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, EMU shall have no obligation to make deductions from the pay of any Bargaining Unit member

who has insufficient net earnings due him/her to cover the full amount of such deduction.

66 **G. Termination of Payroll Deduction**

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

68 **H. Refunds**

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

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

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

72 **J. Failure to Comply**

- 73 1. A Faculty Member who fails to tender to the Association either the uniformly required membership dues or service fees as above-provided shall be laid off by EMU for two (2) days, with corresponding deductions in his/her academic year base salary, in accordance with the following procedure:
- 74 a. When hired, each Faculty Member shall be provided with a packet of information supplied by EMU-AAUP (through EMU), informing him/her of his/her obligation to tender the uniformly required membership dues or service fees to the EMU-AAUP.
- 75 b. If a Faculty Member fails to tender a duly executed authorization card within ninety (90) days after his/her date of hire, or after the signing of this contract, whichever occurs last, the Faculty Member shall be notified concurrently with EMU that they have failed to comply with the contract. Following the receipt of said notice, the University shall notify the Faculty Member that he/she shall be laid off for two (2) days.
- 76 c. If the Faculty Member fails to comply with the requirements specified herein, he/she shall be laid off for the first two (2) days of the winter break that University offices are officially open. A Faculty Member's layoff for two (2) days, with a corresponding deduction in his/her academic year base salary, shall serve to cancel the entire obligation represented by any and all past, present, or future unpaid membership dues and/or service fees for which the Faculty Member is or may be obligated during the twelve (12) month period encompassing the period(s) for which said membership dues/service fees were unpaid the Faculty Member laid off.

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

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

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

80 **K. EMU Save Harmless**

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

ARTICLE VII. GRIEVANCE PROCEDURE

82 **A. Scope**

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

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

85 **B. Construction**

86 Adjustment of a grievance at any step shall be reduced to writing in a standard format that references or specifies the grievance filing number, a detailed description of the grievance resolution, signature lines for all parties (or their

representatives) involved, and date of signatures. The resolution of a grievance shall not add to, subtract from or modify the terms of this Agreement, or serve as a precedent in the future interpretation or application of the terms of said Agreement, unless done so in writing and approved by EMU's Assistant Vice President for Academic Affairs and the Association's President, or their respective designees. Any such agreement reached between the Association, EMU shall be binding on the Association, EMU and Faculty Members.

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

88 **C. Basic Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

103 If the grievance is not adjusted at Step Two, the Faculty Member or group of Faculty Members, or the Association may, within five (5) working days of the Step Two written answer, appeal the grievance, in writing, through the Office of the Assistant Vice President for Academic Affairs, to the Review Board, setting forth his/her (their) objections to the Step Two answer. The Review Board, which shall consist of not more than four (4) persons designated by EMU, one of whom shall be the Assistant Vice President for Academic Affairs, and an equal number of persons designated by the Association, excluding the grieved Department Head, Dean or other grieved administrative agent involved in the previous Step One Or Step Two grievance hearings as Review Board members, shall promptly arrange a meeting to discuss the grievance and the written answers and appeals, or the signed written notice when initiation is at Step Three, with the grievant(s) and such other persons as the Board deems appropriate.

104 This discussion shall be completed within fifteen (15) working days after the filing of the appeal of the grievance at Step Three. If the grievance can be

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

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

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

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

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

ARTICLE VIII. LAYOFF AND RECALL

109 **A. General Layoff Provisions**

110 The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of

financial resources within a department, college or the University, owing to programmatic changes resulting from a Program Review conducted with appropriate Faculty input, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline. Before Faculty Members in any department are requested to undertake a Program Review they shall be provided with the details of the Program Review process, including the timetable for reviews and the criteria to be applied in reaching decisions to continue or discontinue programs.

- 111 1. Prior to a final decision by EMU to curtail, merge, reorganize, or eliminate a department or program for reasons other than financial exigency, EMU shall seek the recommendations of the Faculty regarding the need for, and plan for, effecting such curtailment, merger, reorganization or elimination through the Faculty input procedures specified in Article XIII. If such recommendations are not made to EMU within thirty (30) days (as defined in Article VII.B.) of the date they are requested, EMU shall be deemed to have met its responsibility pursuant to this paragraph.
- 112 2. To further clarify said notification request, it is not the parties' intent that said notice be burdensome or otherwise inhibit the free flow of information between the administration and the Faculty; however, it is agreed that although the administration may provide information to the Faculty and solicit input on any or all of the matters referenced hereinabove without restriction and without notification to the Association, when the University shall seek the recommendations of the Faculty for the purpose of satisfying Article VIII.A.1., the thirty (30) days referenced therein for Faculty response shall commence with the day following the date said notice is provided to the Association.

113 **B. Alternatives to Layoff**

- 114 1. In those instances where there are sufficient courses available, Plan C, C1 or C2 shall be utilized before the actual layoff of Faculty Members unless it is agreed not to use any or all such alternatives by a majority of the full-time Faculty Members in a department and EMU. Retirement as an Alternative to Layoff, as provided for in Article XX, shall also be made available to Faculty Members in departments and/or programs where EMU has decided to reduce the number of Faculty Members. It is further agreed that any of the plans referenced in this Section B or in Section C below may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).
- 115 2. Plan C: Distribution of a teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a full-time appointment during the summer term, as the other base semester. A Faculty Member on Plan C shall receive his/her academic year salary during a twelve (12) month period, which will be paid in twenty-four (24) consecutive semi-monthly payments.
- 116 3. Plan C1: Distribution of a teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a half-time appointment during either the fall or winter semester and a full-time appointment during the summer term, as the other base semester. A Faculty Member on Plan C1 shall receive his/her academic year salary during a twelve (12) month period, which will normally be paid in twenty-four (24) consecutive semi-monthly payments.

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

118 Prior to appointment to Plan C2, the Faculty Member shall enter into a written agreement with the Provost and Vice President on behalf of EMU, specifying the academic terms in which he/she is obligated to teach, the percentage of his/her appointment in each term, what is to happen in the event either party wishes to terminate the agreement prior to the end of the two (2) year period, and such other terms and conditions as EMU may prescribe.

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

120 **C. Additional Alternatives to Layoff**

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

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

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

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

125 1. Teaching Reassignment

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

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

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

129 2. Partial Replacement of Bargaining Unit Duties

130 A partial replacement of a Faculty Member's Bargaining Unit duties with other professional duties outside of the Bargaining Unit may be offered as an acceptable alternative to layoff insofar as the Faculty Member possesses

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

- 131 Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity Fellowships and accrual of service/rank credit for the purpose of layoff and recall retention priorities while the Faculty Member remains in the Bargaining Unit shall be calculated as if the Faculty Member were continuing as a full-time Bargaining Unit member.
- 132 The Faculty Member shall retain his/her rank and tenure status, receive such fringe benefits as are provided to other Faculty Members and shall remain in the Bargaining Unit as long as the percentage of his/her appointment as a Faculty Member is fifty percent (50%) or greater. In the event that a Faculty Member's Faculty appointment falls below fifty percent (50%) and his/her non-Bargaining Unit assignment is fifty percent (50%) or greater, he/she shall be removed from the Bargaining Unit for the period of time that he/she continues to be employed at fifty percent (50%) or more in the non-Bargaining Unit position.
- 133 The Faculty Member's compensation for work outside the Bargaining Unit shall be based exclusively on his/her years of service as a Faculty Member at Eastern Michigan University and shall be determined as follows:
- 134 a. If the Faculty Member has accrued 1-2 years of service as a Faculty Member at EMU at the time of a reduction in his/her Faculty appointment and is accorded partial reassignment to a non-Bargaining Unit position, he/she shall receive:
- 135 (1) his/her Faculty base salary, pro-rated to reflect the reduction of the Faculty appointment; plus,
- 136 (2) a pro-rated annual salary at the minimum of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is partially reassigned, based on the percentage of the reassignment.
- 137 b. If the Faculty Member has accrued 3-5 years of service as a Faculty Member at EMU at the time of a reduction in his/her Faculty appointment and is accorded a partial reassignment to a non-Bargaining Unit position, he/she shall receive:
- 138 (1) his/her Faculty base salary, pro-rated to reflect the reduction of the Faculty appointment; plus,
- 139 (2) a pro-rated annual salary at the twenty-fifth (25th) percentile of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is partially reassigned, based on the percentage of the reassignment.

- 140 c. If the Faculty Member has accrued 6 or more years of service as a
Faculty Member at EMU at the time of a reduction in his/her Faculty
appointment and is accorded a partial reassignment to a non-
Bargaining Unit position, he/she shall receive:
- 141 (1) his/her Faculty base salary, pro-rated to reflect the reduction of
the Faculty appointment; plus,
- 142 (2) a pro-rated annual salary at the fortieth (40th) percentile of the
salary range set forth in the University Salary Schedule for the
classification and pay grade of the position to which the Faculty
Member is partially reassigned, based on the percentage of the
reassignment.
- 143 Fringe benefits received by the Faculty Member shall be subject to the provisions of
Article XIX.
- 144 The Faculty Member shall be returned to full-time appointment in accordance with the
recall procedures in Article VIII.F. below. If the Faculty Member remained in the
Bargaining Unit for the duration of his/her partial reassignment and is returned to full-
time Faculty assignment in his/her original department, the Faculty Member shall
receive the same rank, tenure status and credit for years of service as if he/she had
remained a full-time Faculty Member.
- 145 If the Faculty Member is removed from the Bargaining Unit, as provided above, and is
later returned to full-time service in his/her original department in accordance with the
recall procedures in Article VIII.F. below, upon return the Faculty Member shall
receive the same rank, tenure status, and credit for years of service held at the time of
transfer from the Bargaining Unit.
- 146 3. Transfer to a Full-Time Non-Bargaining Unit Position
- 147 The transfer to a full-time non-Bargaining Unit position may be offered as
an acceptable alternative to layoff insofar as the Faculty Member possesses
all of the required qualifications for a University position that are set forth
on the official University Position Classification Specification. It is
understood and agreed between the parties that a Faculty Member's years
of service at Eastern Michigan University, exclusive of any service/rank
credit that may have accrued to the Faculty Member for experience at other
institutions, shall be equated on a one-for-one basis for purposes of
calculating years of experience that may be required for a position outside
of the Bargaining Unit.
- 148 The Faculty Member's compensation for work outside the Bargaining Unit shall
be based exclusively on his/her years of service as a Faculty Member at Eastern
Michigan University and shall be determined as follows:
- 149 a. If the Faculty Member has accrued 1-2 years of service as a Faculty
Member at EMU at the time of layoff, he/she shall receive an annual
salary for the non-Bargaining Unit assignment equal to the minimum
of the salary range set forth in the University Salary Schedule for the
classification and pay grade of the position to which the Faculty
Member is assigned.
- 150 b. If the Faculty Member has accrued 3-5 years of service as a Faculty
Member at EMU at the time of layoff, he/she shall receive an annual

salary for the non-Bargaining Unit assignment equal to the twenty-fifth (25th) percentile of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is assigned.

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

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

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

154 4. Retraining

155 A Retraining Plan appropriate to the needs of the department where a Faculty Member wishes to be placed may also be offered as an acceptable alternative to layoff. Such plan must be approved by the Department Personnel Committee, the Department Head, the Dean, and the Provost's Office. The Faculty Member shall be placed on unpaid leave of absence for a duration not to exceed one year. EMU shall provide tuition remission at the same rate as provided in Article XIX.M. if courses or training are taken at EMU.

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

157 5. Reduced Service Appointment

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

159 Reduced appointments which result from a voluntary agreement between a Faculty Member and EMU in accordance with other provisions of this

Agreement shall not be construed to be a reduced service appointment under this provision.

160 **D. Layoff Procedure**

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

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

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

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

165 2. Retention Priorities

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

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

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

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

170 (1) length of service in rank.

171 (2) highest relevant academic degree.

172 (3) total length of service at EMU.

173 (4) date of highest relevant academic degree.

- 174 e. Between tenured Faculty Members, the Faculty Member with the
higher rank shall have priority for retention.
- 175 f. Between tenured Faculty Members with equal rank, retention priority
shall be based on the following criteria, in sequence:
- 176 (1) length of service in rank.
- 177 (2) total length of service at EMU.
- 178 (3) highest relevant academic degree.
- 179 (4) date of highest relevant academic degree.
- 180 g. Tenured Faculty Members who are subject to layoff shall receive at
least two (2) semester notice prior to the effective date of the layoff or
pay in lieu thereof. Non-tenured Faculty Members who are subject to
layoff shall receive at least one (1) semester's notice prior to the
effective date of the layoff or pay in lieu thereof. Notice shall be
considered timely so long as it is mailed prior to the first (1st) day of
the semester of the one (1) or two (2) semester periods referenced
above. The first day of the semester shall be the day designated as
the beginning of the semester in the official University calendar.
Notice shall be deemed to be received as of the date mailed via
certified U.S. Mail.

181 E. Rights While on Layoff

- 182 1. Members of the Bargaining Unit subject to or on layoff status shall be
given preference over new hires in filling vacant positions in the
Bargaining Unit for which they are qualified. A Faculty Member hired to
such vacant position shall have his/her salary adjusted to reflect the current
market salary of the new department for his/her rank and years of service.
Appointments to such Bargaining Unit vacancies and rank shall be subject
to the provisions of Article XIV. Such Faculty Members shall be
considered to be on layoff status from their original departments in
accordance with the provisions of Article VIII.F.
- 183 2. A position held by a Lecturer shall be considered vacant upon the
termination of his/her appointment, when filling positions which are
available in the University under the provisions of Article VIII.E.1. above.
- 184 3. A Faculty Member's fringe benefits shall terminate effective at the end of
the month in which he/she is laid off. A Faculty Member who is laid off
may, however, continue his/her group medical, dental and life insurance
benefits at the full group rate, for a period not to exceed eighteen (18)
months, unless the COBRA requires a longer period of continuation of
medical and dental benefits in the circumstances of an individual Faculty
Member. If COBRA requires a longer continuation period for a particular
Faculty Member, the Faculty Member may continue his/her group medical
and dental benefits at the full group rate for the entire period prescribed by
COBRA. Proper application and arrangements for payment for continued
benefits must be made in the Benefits Office. Elections to continue
medical and dental benefits must be made within sixty (60) days of the later
of: (1) the date upon which medical and dental coverage provided by EMU
terminates due to layoff, or (2) the date upon which the Faculty Member

receives notice from the Benefits Office that he/she is eligible to continue medical and dental coverage under COBRA. Elections to continue life insurance must be made by no later than thirty (30) calendar days prior to the commencement date of the layoff. If such application and arrangements are not made as herein described, the Faculty Member's benefits shall automatically terminate as provided above.

- 185
4. Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter.

186 **F. Recall Procedures**

- 187
1. Non-tenured Bargaining Unit members shall be eligible for recall for one (1) academic year following the effective date of layoff.
- 188
2. Tenured Faculty Members shall be eligible for recall for four (4) academic years following the effective date of layoff.
- 189
3. A Faculty Member who held a tenured appointment on the date of release by reason of layoff may resume his/her tenured assignment upon recall. The Faculty Member shall receive the same credit for years of service held on the date of layoff, and shall receive at least the same academic year [eight (8) months] base salary he/she received at the time of layoff plus any increases that have been received.
- 190
4. Recall shall be in inverse order of release provided the Faculty Member being recalled is qualified for the available position.
- 191
5. Faculty Members shall notify EMU in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release EMU from any obligation to recall the Faculty Member thereafter.
- 192
6. EMU's obligation to recall a Faculty Member shall be satisfied by sending a certified letter to the Faculty Member at the last address filed with the Office of the Provost and Vice President or such other office as EMU may designate for the retention of Faculty Personnel files. In the event the recalled Faculty Member does not notify EMU by certified mail of acceptance of recall within thirty (30) calendar days of the date of mailing of said notice, the Faculty Member shall be deemed to have refused recall and to have terminated his/her employment with EMU.
- 193
7. The released Faculty Member's position shall not be filled by a replacement during the period in which the Faculty Member is eligible for recall unless the Faculty Member has been offered reappointment and has declined or has failed to respond as hereinabove provided.

ARTICLE IX. PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

194 **A. Professional Responsibilities**

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

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

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

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

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

200 **B. Extended Programs and Educational Outreach**

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

202 When a course/program is initially offered through Extended Programs and
Educational Outreach, the appropriate academic department will approve it

utilizing the input procedure specified in Article XIII. In order to avoid missed opportunities, an expedited review process may be requested by Extended Programs and Educational Outreach. If such an expedited review is requested, the appropriate departmental input committee will provide input within ten (10) working days.

- 203 The professional qualifications of individuals assigned to teach courses offered through Extended Programs and Educational Outreach shall be reviewed by the academic department utilizing the input procedures in Article XIII.
- 204 Typically, Faculty Members will teach courses offered through Extended Programs and Educational Outreach as a supplement to their regular pay. In certain circumstances and with the agreement of the Faculty Member and the Department Head, a Faculty Member may be assigned a course as part of his/her regular load.
- 205 When assigning courses offered through Extended Programs and Educational Outreach, the Faculty in each department/program will be given the first opportunity to volunteer. If there is not a qualified volunteer, the Department Head shall have the right to assign a qualified lecturer to the course. If a faculty member or lecturer is not available the Department Head shall have the right to assign a Faculty Member to the course with the following conditions:
- 206 1. The course shall be a part of the Faculty Member's regular load or may be an overload at the Faculty Member's request; an individual Faculty Member may not be assigned to a course offered through Extended Programs and Educational Outreach more than once in two academic years, unless he/she volunteers; the course must be part of a program offered through Extended Programs and Educational Outreach.
- 207 In departments where there is a layoff situation, a Faculty Member may also be assigned to courses offered through Extended Programs and Educational Outreach as an acceptable alternative to layoff pursuant to Article VIII.C.1.
- 208 Courses offered through Extended Programs and Educational Outreach will normally be taught off-campus or on a weekend schedule. If a course is offered through Extended Programs and Educational Outreach on-campus during the week (e.g. Monday, 8:00 AM to Friday, 3:00 PM), the individual assigned to teach the course will be assigned as part of load or as an overload with the Faculty Member's approval. For purposes of this section, the following exceptions apply to being considered as on-campus:
- 209 2. Weekend University
- 210 3. Workshops
- 211 4. Specific regular credit courses taught exclusively for special groups and not available to the regular student body
- 212 5. Non-credit courses developed by Extended Programs and Educational Outreach exclusively for special groups and not available to the regular student body.
- 213 6. Special topics courses.

- 214 Special topics may be offered through Extended Programs and Educational Outreach on an experimental basis. No special topics course may be offered through Extended Programs and Educational Outreach more than two (2) terms unless a proposal to regularize the course offering has been submitted to the appropriate Faculty input system. Such a course offering may be continued until it has been approved or disapproved as a regular course offering through the input system. Exceptions may be requested by EMU and may not be unreasonably withheld by EMU-AAUP.
- 215 When full programs or certificate programs are offered at off-campus sites, Extended Programs and Educational Outreach, in cooperation with the academic department, will provide appropriate academic support services for Faculty and students. To ensure an appropriate level of faculty involvement, Extended Programs and Educational Outreach shall utilize the input procedures as set forth in Article XIII.
- 216 The University agrees to continue giving Faculty first opportunity to volunteer for available summer teaching assignments.
- 217 The student evaluation process of classes offered through Extended Programs and Educational Outreach shall follow the process and instrument for on-campus classes, appropriately modified for classes delivered through Extended Programs and Educational Outreach.
- 218 **C. Outside Employment**
- 219 Supplemental employment is permitted providing:
- 220 1. It appears that supplemental employment will not interfere with the performance of University duties or impair the effectiveness of the individual as a teacher and a scholar.
- 221 2. EMU equipment, supplies, materials, or clerical services are not utilized for such outside work.
- 222 3. Prior to undertaking such outside work, the Faculty Member reports to the Department Head, the Dean, and the Office of Academic Affairs, on a form provided by EMU, the nature, extent, and expected duration of such work, including the number of hours and time during which the supplement employment is to occur.
- 223 At the beginning of the fall semester the Administration shall remind Faculty of their contractual responsibility regarding the reporting of supplemental employment. Such reports shall be updated at the beginning of the fall semester or whenever a significant change in outside employment occurs.
- 224 Should the Provost and Vice President determine that the Faculty Member's supplemental employment is not in keeping with the limitations and requirements provided above, the Faculty Member may be requested to end or modify such supplemental employment as a condition of continued employment as a Faculty Member.
- 225 Termination of a Faculty Member who fails to notify the University of outside employment, or fails to end or modify supplemental employment pursuant to this section shall be subject to the termination procedure provided for in Article XVI.D.

- 226 **D. Work Load**
- 227 1. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Faculty Member, it is assumed that a twelve (12) credit hour load is the norm for the fall and winter semesters and that a six (6) credit hour load is the norm for each 7.5 week (or 6 week) sub-term of the summer term. Department Heads, in consultation with their Dean (consistent with subsection D.5. below), are responsible for structuring schedules to take into account factors for which equivalency credit [toward meeting the twelve (12) credit hour norm] may be considered, such as:
- 228 a. large sections of a single course;
- 229 b. laboratory supervision, planning, and/or equipment/facility maintenance;
- 230 c. supervision of special learning activities when such activities and/or projects are a significant part of the Faculty Member's workload (e.g. composition or writing intensive courses, supervision of independent studies and/or thesis/final projects, chairing or serving as a member on a preliminary and/or dissertation committee) and selection and supervision of graduate assistants, coordination, selection, and placement of cooperative education students;
- 231 d. graduate courses where the nature of the instruction requires significantly greater preparation than an undergraduate course;
- 232 e. supervision of field activities such as practice teaching, clinical affiliation, internship, and cooperative education;
- 233 f. participation in and/or administration of grant projects;
- 234 g. extraordinary service or committee obligations, such as coordination of advising, program coordination, multiple-section course supervision, and other administrative duties;
- 235 h. extraordinary obligations in the area of Scholarly/Creative Activity or research;
- 236 i. compliance with work load standards established by external professional organizations and/or accrediting bodies; and, at the same time maintain a level of credit hour production consistent with University responsibility;
- 237 j. courses for which mandated contact hours exceed credit hours;
- 238 k. new Faculty during their first year at EMU.
- 239 2. Online and Hybrid Instruction
- 240 a. Online and hybrid classes will be approved using the departmental input procedures as set forth in Article XIII. Online and hybrid classes are taught through the academic departments with assured operational support provided by the University.

- 241 b. Online and hybrid classes will be considered regular on-campus
 classes for the purposes of faculty assignment and payment.
- 242 c. Faculty Members who develop an online class retain all rights of
 ownership of the materials so developed. At the Faculty Member's
 option, he/she may sign over the online class materials to EMU.
 Faculty Members will receive no stipends to develop courses or
 grading stipends to teach more students than allowed by the course
 cap.
- 243 d. Extended Programs and Educational Outreach will obtain permission
 of the Faculty Member before entering an online or hybrid class for
 any purpose other than technical support. Extended Programs and
 Educational Outreach will not access or facilitate access by others for
 online or hybrid classes for purposes of evaluating faculty
 performance or activity, except in accordance with Article XV.
- 244 e. The student evaluation process of online classes shall follow the
 process and instrument for on-campus classes appropriately modified
 for classes delivered online.
- 245 f. The student evaluation process of hybrid classes shall follow the
 process and instrument for on-campus classes.
- 246 3. Full-time Faculty Members shall post and regularly hold office hours and
 be available for student consultation a norm of ten (10) hours per week
 scheduled with the approval of the Department Head. Office hours may be
 scheduled at other times and locations beneficial to students with
 concurrence of the Department Head.
- 247 4. Workload of teaching Faculty during the summer sessions shall be adjusted
 accordingly. Where it is practical to do so, EMU agrees to provide notice
 of its intent to appoint Faculty Members to teach during a summer term,
 thirty (30) days prior to the beginning of classes. It is understood that
 notice as herein provided shall not be construed to establish a binding
 commitment on the part of EMU and such appointment may be reassigned,
 modified, or canceled in whole or in part as EMU, in its sole discretion,
 may so determine.
- 248 5. The normal full-time workload for library Faculty Members shall be thirty-
 seven and one-half (37 1/2) scheduled hours per week.
- 249 6. In implementing the provisions of sub-paragraphs of Article IX.D.1., 2. and
 3., and establishing departmental credit hour equivalencies, there shall be
 Faculty input in accordance with the procedures of Article XIII.
- 250 E. Faculty Members shall not be required to be on campus during official
 University holidays, the Thanksgiving Recess, Winter Recess, Spring Recess,
 and Christmas/New Year's season days.
- 251 Post-sessions shall not be counted as a part of the Plan C or Plan C1 obligation
 except when necessary to fulfill an equivalent workload requirement for a fall or
 winter semester as defined in Article VIII.B.2. and 3.

ARTICLE X. FACULTY TRANSFERS TO ADMINISTRATIVE APPOINTMENTS

- 252 Administrative/Professional positions (AP), pursuant to the University classification
system, are frequently made available to qualified Faculty Members. To encourage
Faculty participation and to provide uniform institutional policies/practices with
respect to all persons so appointed, the parties are agreed as follows:
- 253 1. A Faculty Member appointed to an administrative appointment shall be
transferred from Bargaining Unit to non-Bargaining Unit status for the
duration of his/her appointment.
- 254 2. As a non-Bargaining Unit employee the Faculty Member shall be subject to
such terms and conditions of employment as EMU may establish for the
position to which he/she is appointed.
- 255 3. Upon the expiration of his/her appointment to an Administrative position,
the Faculty Member shall be returned to the Bargaining Unit and his/her
former department and position, subject to the limitations set forth in
Article VIII, Layoff and Recall, and Article XVI, Non-Renewal of
Probationary Appointments, Suspensions, Terminations and Resignations.
- 256 4. Upon his/her return to the Bargaining Unit, the Faculty Member may elect
to be credited with time served on an Administrative appointment for the
purpose of determining whether he/she possesses the requisite time in rank
for consideration for tenure, promotion, Sabbatical Leave and Faculty
Research/Creative Activity Fellowships. The Faculty Member shall be
obligated to satisfy all other eligibility criteria and terms and conditions
established for the foregoing employment status, leaves, and fellowships.
- 257 5. Upon his/her return to the Bargaining Unit, the Faculty Member may elect
to be credited for any Scholarly/Creative Activity undertaken while on such
Administrative appointment for the purposes of reappointment, tenure or
promotion.
- 258 6. The base salary of a Faculty Member returned to the Bargaining Unit from
an Administrative appointment shall be no less than if he/she had not held
such position.
- 259 7. The EMU-AAUP shall be notified within thirty (30) days of the
appointment of a Faculty Member to an Administrative position and within
thirty (30) days of the return of a Faculty Member to the Bargaining Unit.

ARTICLE XI. LEAVES

- 260 **A. Paid Sick Leave Days**
- 261 1. Accumulated Paid Sick Leave Days
- 262 Each Faculty Member's accumulated paid sick leave balance as of July 1,
1979, shall continue to carry over from calendar year to calendar year,
except as reduced in accordance with the terms of this Agreement.
- 263 2. Non-Accumulated Paid Sick Leave Days

- 264 Each Faculty Member on a full-time (100%) academic year appointment shall be granted six (6) paid sick leave days per calendar year (e.g. January 1-December 31). In recognition of their differential assignment, each library Faculty Member shall be granted one (1) additional paid sick leave day for each summer full-time assignment.
- 265 For the purpose of this provision, any Plan C appointments are equivalent to a full-time academic year appointment.
- 266 Paid sick leave days shall be credited to each Faculty Member on a prorated basis at the time of initial appointment and on January 1 thereafter.
- 267 Faculty on less than a full-time academic year appointment shall receive prorated paid sick leave days according to the percentage and the duration of their appointment.
- 268 Unused paid sick leave days do not accumulate from calendar year to calendar year.
- 269 3. Use of Paid Sick Leave Days
- 270 a. Paid sick leave may be used on any day on which a Faculty Member is scheduled to work.
- 271 b. All absences due to illness or injury will be debited against the Faculty Member's paid sick leave credit, regardless of whether or not a substitute is provided. A Faculty Member will be considered absent if he/she fails to appear for his/her regularly scheduled duties because of illness or injury, and his/her paid sick leave credit will be debited.
- 272 c. If a Faculty Member is disabled and absent from work because of a compensable accident or injury (e.g. one covered by Workers' Compensation), he/she may elect to utilize his/her paid sick leave entitlements to cover the monetary difference between his/her full-time salary as of the date of accident or injury, and compensation benefits applicable to the period of disability. The number of hours debited against the Faculty Member's paid sick leave entitlements shall be limited to that number necessary to cover the above difference, or that amount to which the Faculty Member is then entitled, whichever is lesser.
- 273 d. For any absence which is chargeable to paid sick leave benefits, or the Faculty Sick Leave Bank (FSLB), the Faculty Member may be required to file either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the Faculty Member's pay will be reduced as provided for in Section L.7. below.
- 274 e. Whenever a Faculty Member has used up all of his/her paid sick leave credits as provided for in Sections A.1. and A.2. above, and continues to be unable to work because of illness or injury, he/she may apply for salary continuation under the FSLB until such time as he/she is eligible for long-term disability as provided in Article XIX.F. The Faculty Member's eligibility to draw upon the FSLB shall be subject to the following conditions and limitations:

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

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

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

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

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

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

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

282 (2) "Immediate family" for the purpose of this provision shall be defined as: spouse, additional eligible adult, biological parent or an individual who stood in loco parentis to a Faculty Member when the Faculty Member was a child, or a biological, adopted or foster child, a stepchild, a legal ward, or a child of a Faculty Member standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person when the person was a child.

- 283 (3) Where practical, requests for the above shall be made in
advance to the Department Head.
- 284 (4) The FSLB shall not be utilized for the foregoing purposes.
- 285 g. Disabilities resulting from pregnancy or childbirth shall be
treated the same as other disabilities for purposes of these
provisions.
- 286 h. The University shall make available to each Faculty Member, on a
monthly basis, a record of his/her accumulated paid sick leave. This
information is available in departmental offices.
- 287 i. Paid sick leave days and FSLB days shall be debited in one (1) day
increments, except in such cases where the Faculty Member was able
to attend his/her scheduled classes, professional committee meetings
and/or perform other professional assignments such that the
Department Head determines the professional services rendered by the
Faculty Member to be equivalent to one-half (1/2) day's work and so
approves the debiting of the Faculty Member's paid sick leave account
or the FSLB on that basis.

288 **B. Medical Leave**

- 289 1. Upon proper application, a Faculty Member who has exhausted his/her
entitlement to the benefits provided for in Section A. above will, if eligible,
be placed on Family and Medical Leave Act (FMLA) leave pursuant to the
provisions of Section C. below.
- 290 2. A Faculty Member who is unable to work because of illness or injury and
is ineligible for, or has exhausted, his/her FMLA leave entitlements as
provided in Section C. below, shall, upon proper application, be placed on
unpaid medical leave for a period of up to one (1) semester. A Faculty
Member may also request an extension of medical leave. If approved by
EMU, said extended medical leave shall be without pay for a period of up
to one (1) semester. Said leaves may be further extended at EMU's
discretion for additional periods of up to one (1) semester, but the total
period of the leave time, including any FMLA leave, shall not exceed two
(2) full years.
- 291 3. EMU may require the Faculty Member to submit a statement from his/her
physician in support of any request for medical leave, and of any such
leave extension or request by the Faculty Member to return to work.

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

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

FMLA leave. Any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

- 294 a. For a birth of a child of the Faculty Member and to care for such child.
- 295 b. For the placement of a child with the Faculty Member for adoption or foster care.
- 296 c. To care for a spouse, additional eligible adult, child, or parent of the Faculty Member if the former has a serious health condition, or
- 297 d. If a Faculty Member has a serious health condition which renders him/her unable to perform the functions of his/her position, he/she shall be granted twelve (12) workweeks of FMLA leave for any calendar year (January 1 through December 31).
- 298 2. The taking of a FMLA leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any Faculty Member who returns from Leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the Faculty Member would have been entitled had the Faculty Member not taken the leave.
- 299 3. Faculty Members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from leave, to be restored by EMU to the position of employment held by the Faculty Member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 300 4. During the period FMLA leave, EMU shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the Faculty Member had continued in employment for the duration of the leave. EMU shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the Faculty Member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the Faculty Member to leave under Section C.1.c. or C.1.d. above, or other circumstances beyond the Faculty Member's control. In this situation, EMU may require certification of inability to return to work as specified and allowed by the FMLA.
- 301 5. If the requested leave is for the birth/care of a child, the placement of a child in the Faculty Member's home for adoption or foster care, or to care for a spouse, additional eligible adult, child or parent who has a serious health condition, the Faculty Member is first required to exhaust any available paid sick leave under Section A above. Upon exhaustion of the paid sick leave, under Section A., the Faculty Member is eligible for up to six (6) weeks of paid FMLA leave. Any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 302 6. Notwithstanding the provisions of Section C.1. above, a family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in a Faculty Member's home for adoption or foster care may be

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

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

- 303 7. Spouses, both of whom are employed by EMU, are limited to a combined total of six (6) workweeks of paid and six (6) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Faculty Member may use up to six (6) workweeks of paid and six (6) workweeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.
- 304 8. An eligible Faculty Member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in his/her home for adoption or foster care, must notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the Faculty Member must provide as much written notice as is practicable under the circumstances.
- 305 9. An eligible Faculty Member who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, additional eligible adult, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such a Faculty Member must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Faculty Member must provide as much written notice as circumstances permit.
- 306 10. A Faculty Member on an approved FMLA leave should keep the Department Head informed regarding his/her status and intent to return to work upon conclusion of the leave.
- 307 11. If a requested leave is because of a serious health condition of the Faculty Member which renders him/her unable to perform the functions of his/her position, or to care for a spouse, additional eligible adult, child or parent who has a serious health condition, the Faculty Member may be required to file with EMU, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by EMU. Similarly, as a condition of restoring a Faculty Member whose FMLA leave was occasioned by the Faculty Member's own serious health condition, EMU may also require the Faculty Member to obtain and present certification from his/her health care provider that the Faculty Member is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 308 12. In any case in which EMU has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Sections C.1.c and C.1.d., EMU may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

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

312 **D. Personal Business Leave**

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

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

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

316 **E. Bereavement Leave**

317 A Faculty Member shall be allowed up to three (3) days, with pay, to attend the funeral of a member of his/her immediate family. "Immediate family" for purposes of this provision shall be defined as: husband, wife, additional eligible adult, father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step child, legal ward, foster

child, grandparent, and an individual who stood in loco parentis to a Faculty Member when the Faculty Member was a child. Persons who are “in loco parentis” include those with day-to-day responsibilities to care for and financially support a person, when the person was a child.

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

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

320 **F. Jury Duty**

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

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

323 **G. Professional Leave**

- 324 1. A professional leave without pay may be granted under appropriate circumstances. While such leaves will ordinarily involve the Faculty Member’s pursuit of an activity or activities related to his/her discipline and/or area of specialization, professional leaves may also be granted for purposes adjudged by EMU to be mutually beneficial to the Faculty Member and the University.
- 325 2. To be eligible for a professional leave without pay, a Faculty Member shall have two (2) years of continuous full-time service at EMU since a previous leave. Under unusual circumstances, the requirement of two (2) years continuous full-time service may be waived by the Provost and Vice President or his/her designee. The Faculty Member shall submit a written application to his/her Department Head stating the reasons for the leave, the period of absence, and the date of return.
- 326 3. A Professional leave without pay may be granted for a period of time not to exceed twelve (12) months.

327 **H. Exchange Professorship Leave**

- 328 1. Definition

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

- 330 2. Title
- 331 The Faculty Member from the other location and the Faculty Member from EMU shall be referred to as “Exchange Professors’ for the duration of the exchange.
- 332 3. Requirements
- 333 Each Exchange Professor must meet the minimum requirements of employment at the institution to which he/she is going. Both the institutions and the Exchange Professors must agree in writing to the exchange and its conditions. The EMU Exchange Professor must be tenured. EMU may withhold its consent if it believes such an exchange is not in the best interest of EMU.
- 334 4. Duties
- 335 The Exchange Professors shall be expected to complete all conditions agreed to at the time of the formal exchange agreement, unless prevented by accident or other unforeseeable circumstances, and to abide by the specific duties, regulations and policies appertaining to the exchange roles at the respective institutions.
- 336 5. Remuneration
- 337 The Exchange Professor from EMU shall be paid by EMU during the exchange the same compensation as if he/she were performing his/her normal duties at EMU. While on an Exchange Professorship, the EMU Faculty Member shall be covered by all of the terms of the current Agreement between the Association and EMU. The Exchange Professor coming to EMU from another location shall receive no additional compensation from EMU for performing the work normally done by the incumbent, except for additional work such as extension teaching, conducting workshops, etc.
- 338 6. Return After Exchange
- 339 A Faculty Member on an Exchange Professorship shall agree to return to service with EMU for two (2) semesters in the year immediately following expiration of his/her leave, unless the President specifically waives or defers this obligation.
- 340 7. Expenses
- 341 The Exchange Professors shall assume full responsibility for all expenses incurred either during their relocations or their stays at the respective institutions.
- 342 8. Conditions
- 343 Time spent as an Exchange Professor shall count toward meeting the time limits for promotion and eligibility for Faculty Research/Creative Activity Fellowships and Sabbatical Leaves.

344 **I. Military Leave**

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

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

347 **J. Political Leave**

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

349 **K. Exceptional Need Leaves**

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

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

352 **L. Leave Conditions**

353 1. Approval of Leaves

354 a. To the extent permitted by applicable state and federal law paid sick leave, personal business leave, FMLA leave, bereavement leave, jury duty leave and military leave, require administrative approval, which approval shall be given in all instances where the terms and conditions of this Agreement have been satisfied. Where practicable, the Faculty Member shall provide his/her Department Head with advance notice of the need to utilize said leaves. Said notice shall be framed with sufficient particularity to advise the Department Head as to the length of time the Faculty Member is expected to be off work and allow planning for appointment of a replacement. If advance notice is not practicable, the Faculty Member shall provide as much notice as circumstances permit. The Department Head may require said notice to be in writing.

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

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

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

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

359 2. Time Limits

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

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

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

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

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

- 365 4. Return from Leave
- 366 In those cases where a Faculty Member's leave expires during a semester in which he/she is scheduled to work, and the Faculty Member does not return by the date his/her leave expires, the Faculty Member shall be considered to have voluntarily resigned, except as otherwise provided by state or federal law or in those verifiable limited situations where a Faculty Member was prevented from returning by circumstances (e.g. Acts of God, emergency hospitalization, etc.) beyond his/her control. Except as otherwise provided by state or federal law, in those cases where a Faculty Member's leave expires at the end of a semester, and the Faculty Member does not return by the beginning of the semester he/she is next scheduled to work, he/she shall be considered to have voluntarily resigned. Other exceptions may be made by EMU.
- 367 5. Fringe Benefits
- 368 a. The group medical benefits for a Faculty Member who is off the payroll and absent because of an unpaid medical leave due to injury or illness shall be continued by EMU for twelve (12) months. If the Faculty Member is still on unpaid medical leave when EMU's provision of group medical benefits terminates, the Faculty Member may continue those benefits at his/her own expense at the full group rate for the longer of: (1) an additional twelve (12) months or (2) the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the beginning of the unpaid leave. Pursuant to FMLA, EMU shall continue the dental benefits of a Faculty Member on unpaid medical leave for the period of the leave or for twelve (12) weeks, whichever is shorter. If the Faculty Member is still on unpaid medical leave when EMU's provision of FMLA-mandated dental benefits terminates, the Faculty Member may continue those benefits at his/her own expense at the full group rate for the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the date of the Faculty Member's FMLA dental benefit continuation period ends. A Faculty Member who has been granted unpaid leave may request the continuation of life insurance at his/her own expense at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans.
- 369 b. The group medical and dental benefits for a Faculty Member on FMLA leave shall be continued by EMU for the period of the leave or for twelve (12) weeks, whichever is shorter. If such a Faculty Member remains on family care leave when EMU's provision of FMLA-mandated group medical and dental benefits terminates, the Faculty Member may continue those benefits at his or her own expense at the full group rate for the period mandated in the Faculty Members circumstances by COBRA, which is usually eighteen (18) months from the date a Faculty Member's medical and dental continuation period ends. Such a Faculty Member who has been granted a family care leave may request continuation of life insurance at his/her own expense at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans.
- 370 c. All other Faculty Members who have been granted an unpaid leave may request the continuation of their medical and dental benefits at

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

- 371 d. Faculty Members electing to continue benefits at their own expense must make proper application and arrangements for the payment of such continued benefits in the Benefits Office. Elections to continue life insurance and disability benefits must be made by no later than thirty (30) calendar days prior to the commencement date of the leave. Elections to continue medical and dental benefits must be made within sixty (60) days or the later of: (1) the date upon which the Faculty Member's medical and dental coverage terminates due to the commencement of an unpaid leave, or (2) the date upon which the Faculty Member received notice from EMU's Benefits Office that he/she was entitled to continue those benefits under COBRA.
- 372 e. Faculty Members shall pay the full cost of continuing the above-mentioned benefits plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter. The final payment shall only cover those days of the quarter when a Faculty Member is not on EMU's active payroll.
- 373 6. Reinstatement of Benefits
- 374 Upon return from an unpaid leave, Faculty Members who did not continue the plan have thirty (30) days from the date of return to reinstate their fringe benefits. Faculty Members who fail to re-enroll as herein provided are excluded from these benefits until such time as they enroll and make proper application during an open enrollment period.
- 375 7. Compensation Deductions for Absences
- 376 For each day a Faculty Member is absent from work and not otherwise eligible for compensation during the period of said absence, the University shall deduct one-fifth (1/5th) of one (1) week's salary for each day of absence. Prorata adjustments may be made for absences of less than one (1) day as hereinabove provided.
- 377 8. Status During and After Leave
- 378 The base salary of a Faculty Member on leave shall be adjusted as if he/she is not on leave. All members of the Bargaining Unit who take any leave described in this Article shall continue to be deemed Faculty Members and

such leaves shall not cause their employment status to be impaired, except as otherwise provided in this Agreement.

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

379 **A. Sabbatical Leaves**

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

381 a. Professional Development

382 b. Program Development

383 c. Research, Artistic, Scholarly/Creative Activities

384 d. Community Service

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

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

387 4. Regulations Governing Sabbatical Leave

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

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

390 5. Procedures

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

be notified in writing no later than March 15th of the academic year preceding the anticipated leave as to the recommended disposition of their applications.

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

- 393 1. In addition to the Sabbatical Leaves granted under Section A. above, EMU shall provide Faculty Research/Creative Activity Fellowships in direct support of research and/or creative activities, thereby recognizing that such activities are essential components of academic programs and an important element of professional growth and development affecting the quality and prestige of all programs.
- 394 2. Faculty Research/Creative Activity Fellowships may include partial or full released time at full or partial salary as well as equipment, supplies, and travel allowances for the purpose of encouraging scholarly professional achievement and for the mutual benefit of the University and the Faculty Member. Faculty Research/Creative Activity Fellowships may require sustained off-campus work which may require released time from other normal Faculty duties and responsibilities (e.g. advising, service responsibilities, etc.). In these cases, an explicit rationale must be provided, in writing, as part of the application, as to how the research proposal to be executed requires a complete release from all departmental, college and University responsibilities. In granting a Faculty Research/Creative Activity Fellowship, the Provost and Vice President will specify whether and to what extent the Faculty Member is receiving released time.
- 395 3. The funding for Faculty Research/Creative Activity Fellowships shall be established by the President with the authority of the Board of Regents. Funds will be administered by the Provost and Vice President.
- 396 4. Contingent on funding, the Provost shall approve either seventy-five percent (75%) of the Faculty Research/Creative Activity Fellowships applications recommended by the Screening Committee described in Article XII.D, or fifty (50) awards per year, whichever is less. EMU may, at its discretion, fund more than fifty (50) Faculty Research/Creative Activity Fellowships per year.
- 397 5. Departments in which Faculty Research/Creative Activity Fellowships have been received may replace with temporary help that portion of Faculty released time covered by fellowship grants.
- 398 6. Faculty Members whose applications for Faculty/Research/Creative Activity Fellowships are not approved and who desire a semester's leave of absence for study or professional activities may request temporary use of Plan C, provided EMU determines such arrangement can be accommodated within scheduling and program limitations.

399 **C. Applications**

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

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

406 **D. Screening Committee**

407 A broadly representative screening committee, shall be constituted and organized
by the EMU-AAUP, consisting of seven (7) Faculty Members appointed by the
respective College Councils and the Library, in the following way: two (2)
members shall represent the College of Arts and Sciences with all other colleges
and the Library having one (1) representative each. The screening committee
shall have the following duties:

- 408 1. Represent the faculty as a whole in their deliberations: review and rank all
applications for Sabbatical Leaves, Faculty Research/Creative Activity
Fellowships and other awards established in Article XII.G.; and provide
their recommendations to the Provost and Vice President by the dates
indicated in the award guidelines in order to meet notification deadlines.
The Provost and Vice President shall review the recommendations and
make his/her recommendation to the President.
- 409 2. Make recommendations concerning any matter relevant to the program, a
copy of which shall be made available to the Association.

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

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

412 **F. Reimbursements**

413 Reimbursements to EMU as hereinabove provided shall be made on or before the
date on which the Faculty Member was previously scheduled to return and/or

reassume his/her employment. Reimbursements not remitted to EMU in full by said date shall be considered to be in default and EMU may enforce the obligations specified herein by a civil action for damages or such other remedies as may be available to it at equity or law.

414 **G. Other Awards**

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

ARTICLE XIII: FACULTY PARTICIPATION IN GOVERNANCE

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

417 **B. Department and College Committees**

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

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

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

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

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

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

- 424 e. the process for searching for, screening and recommending Department
Head candidates to the Dean.
- 425 f. the process for carrying out the Department Head evaluation as provided
for in Article XV.
- 426 g. the manner in which Faculty Members serving as coordinators/directors
will provide appropriate faculty input in making recommendations to the
Department Head.
- 427 h. process for review of the Input Document every five (5) years.

428 It is understood that existing structures established under prior Agreements are
acceptable insofar as they are consistent with the terms of the present
Agreement.

- 429 3. Existing departmental and college structures may be reviewed and changes
made subject to approval on a secret ballot by a majority of the Bargaining
Unit Members in the department or college concerned, subject to Section
B.5. below.
- 430 4. Newly created or merged departments or colleges, and those departments
or colleges that are otherwise absent a system for Faculty input as provided
in this Agreement, shall develop and submit an Input Document for
approval by no later than April 30 of the first (1st) complete year following
the creation, split, or merger of a department or college, whichever is
applicable. If such are not in place by April 30, as provided herein, the
generic document developed and approved by EMU and the Association
shall be implemented.
- 431 5. Changes at the department or college level must be submitted through the
appropriate college level structure and approved by both the Dean or
equivalent administrative agent and the Provost and Vice President. Prior
to proposed changes being approved at either level, departmental and
college recommendations shall be reviewed by the Association and the
Assistant Vice President for Academic Human Resources, for the purpose
of determining whether such recommendations are in compliance with the
terms and conditions of the parties' Master Agreement. After the Dean or
the Provost and Vice President receives a proposed change, a statement of
approval or reasons for disapproval will be returned within thirty (30) days
of receipt of the proposed change.
- 432 6. Faculty Members in each academic department who chair their department
curriculum and finance committees shall be made aware of their
department's budgetary and FTEF allocations by September 15 or ten (10)
days following the date that the Department Head receives the information,
whichever is later.
- 433 7. Faculty shall be involved in any and all future reviews of summer course
offerings, including the determination of the best method of undertaking
such reviews and the evaluation of the results thereof.

434 **C. Faculty Senate**

435 The Faculty Senate shall consist of the Provost and Vice President, or his/her
designated representative, as a non-voting member and one (1) Faculty Member

from each department, and the University Library, each of whom shall be elected in accordance with the ByLaws of the Faculty Senate.

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

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

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

439 **D. Graduate Council**

440 The Graduate Council shall provide Faculty input to the Director of the Graduate School and other administration units such as the Associate Vice President for Research and Administration and Director of the Graduate School concerning all matters that directly influence graduate programming and scholarly activity that are of concern to the Director and/or Faculty including, but not limited to, admissions, advising, withdrawals and incompletes, grading, attendance, Extended Programs and Educational Outreach, research and other instructional matters.

441 The Graduate Council shall consist of the Director of Graduate School, two (2) Department Heads from the College of Arts and Sciences and one (1) Department Head from each of the other Colleges in the Division of Academic Affairs, one (1) Graduate Student from each College, as non-voting members, one (1) Faculty representative from the EMU Library, and one (1) Faculty Member from each academic department in which graduate programs or courses are offered. Faculty representatives shall be elected annually by Faculty in their respective departments and shall be the voting members of the Graduate Council. Officers of the Graduate Council shall be elected from its voting members.

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

- 443 **E. Extended Programs and Educational Outreach Advisory Council**
- 444 1. An Extended Programs and Educational Outreach Advisory Council shall be established which shall consist of the Director of Extended Programs and Educational Outreach as ex-officio member(s), two (2) Department Heads appointed by the Provost, and twelve (12) Faculty Members. One (1) Faculty Member shall serve as a liaison to and shall be appointed by Faculty Senate. The remaining eleven (11) Faculty Members shall be selected by the established systems providing for Faculty Input in the five colleges and in University Library so that each unit has at least one (1) representative. The number of Faculty Members to be selected by each college shall be directly proportionate to the number of Extended Programs and Educational Outreach credit hours generated by the college during the preceding year (sum of fall, winter and summer enrollments). Faculty Members will serve staggered two-year terms.
- 445 2. The Extended Programs and Educational Outreach Advisory Council shall provide recommendations to the Director of Extended Programs and Educational Outreach on instructional matters relating to Continuing Education including but not limited to program and course offerings, potential markets and locations, and use of resources.
- 446 **F. Academic Affairs Educational Environment and Facilities Planning Committee**
- The committee will be composed of sixteen (16) members including seven (7) representatives appointed by the Faculty Senate; The Faculty Senate representatives shall be distributed in the following way: two members shall represent the College of Arts and Sciences with all other colleges and the library having one representative each. The AAUP shall appoint one (1) faculty member to serve on the committee. The Faculty Senate shall choose one of the appointed Faculty Members to serve as the committee co-chair. Eight (8) administrative appointees, including an administrator from each college and one from the library will be appointed by the Provost's Office, and the Provost will appoint one of these to co-chair the committee. In addition, the Chief of Operations of Physical Plant shall designate a non-voting representative and alternate to attend meetings of the committee, provide needed information to the committee, request input on academic projects being considered by Physical Plant, and assist in channeling input from the committee back to Physical Plant. The administrative and faculty co-chairs shall coordinate on developing agendas and scheduling meetings.
- 447 The Academic Affairs Educational Environment and Facilities Planning Committee will plan, analyze, make recommendations, and/or facilitate issues related to buildings and instructional facilities that house various colleges and offices within the division. The Committee also serves to provide input when required under the terms of this Agreement to the Provost and Vice President for Academic Affairs regarding facilities.
- 448 The Committee will:
- 449 1. Assist with planning the facilities needs of Academic Affairs such as building new instructional facilities and renovating or upgrading existing instructional facilities.

- 450 2. Assist with evaluating the current physical, climatic, and technology
conditions in EMU's classrooms, labs, and faculty offices, and recommend
such improvements as may be appropriate.
- 451 3. Assist with setting divisional maintenance and renovation priorities for
classrooms such as furniture and instructional equipment needs.
- 452 G. In all sections of this Agreement calling for Faculty Input, it is understood that
such input will be through the structures developed in Article XIII.B., C., D., E.,
and F. above.
- 453 **H. Standing Committee on Departmental Evaluation Documents**
- 454 1. A Standing Committee, consisting of four (4) representatives selected by
the Association and four (4) representatives selected by EMU, shall be
appointed. The Parties shall each designate a co-chair from among the
members of the committee. The committee shall review all revisions
submitted to modify existing documents or recommendations to create new
documents. The Standing Committee may serve as a resource for the
Department Evaluation Document revision process and make
recommendations to the Parties about evaluation criteria and procedures.
- 455 2. It is understood that the existing format, criteria, and standards of current
Departmental Evaluation Documents established under the terms of the
1985 Master Agreement are acceptable insofar as they are consistent with
the terms of the current Agreement.
- 456 3. Revisions
- 457 a. Revisions in existing Departmental Evaluation Documents that are
consistent with the terms and conditions of this Master Agreement may
be initiated by the Faculty in a department, the Department Head or the
Dean of the College. Faculty Members and Administrators are
encouraged to seek the advice of the Office of the Assistant Vice
President for Academic Human Resources and the Association prior to
proposing revisions. Recommended changes shall be presented to the
Faculty in the department, who shall be given an opportunity to vote on
any proposed revision(s) and provide a written rationale in support of
their position.
- 458 Proposed revisions, the vote of the departmental Faculty and any
accompanying written rationale shall be forwarded simultaneously to
the Assistant Vice President for Academic Human Resources, the
Dean, and the Association, by the Department Head, and shall be
reviewed by the Department Head, who shall within thirty (30)
calendar days excluding summer term either note concurrence with the
recommended changes(s) or, in a written statement, provide a rationale
as to why the proposed change should not be approved, and if such
statement is not provided within thirty (30) calendar days excluding
summer term will be deemed approved by the Department Head. The
recommendation for change, the Faculty vote and its written rationale,
if provided, and the Department Head's concurrence shall be
forwarded to the Dean for consideration. The Dean shall within thirty
(30) calendar days excluding summer term either note concurrence
with the recommended change(s) or, in a written statement, provide a
rationale as to why the proposed changes should not be approved, and

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

- 459
- b. Revisions must be submitted to the Standing Committee by no later than January 15 of each academic year and approved by no later than March 15 for such revisions to be applicable in the following year's evaluation process. It is agreed that the Standing Committee will meet twice in each of the fall and winter semesters to consider submitted revisions. A completed and dated signature page must accompany each Departmental Evaluation Document approved. Once approved, copies including the completed signature page, are held by the EMU-AAUP and the Assistant Vice President for Academic Human Resources. Copies are sent to the Department Head for distribution to all Faculty. New Faculty receive the Departmental Evaluation Document from the Department Head.
- 460
- c. In those instances where there is not a majority vote of the Standing Committee to support a recommended change, the Departmental Evaluation Document shall stand as previously written.
- 461
4. New Departmental Evaluation Documents
- 462
- a. Departments newly created, split, or merged during the life of this Agreement shall complete the development of a Departmental Evaluation Document and obtain Standing Committee approval by no later than April 30th of the first complete academic year following the creation, split, or merger of the department(s).
- 463
- b. Procedural channels identical to those set forth in Article XIII.H.3.a. above shall be utilized when submitting proposed documents to the Standing Committee.
- 464
- c. In those instances where there is not a majority vote of the Standing Committee to support a newly created Evaluation Document by April 30th of the first complete academic year following the creation, split, or merger of the department(s), applicants from said department shall be evaluated against the standards of performance set forth in Article XV of this Agreement.
- 465
- d. During the year that a merged, split or newly created department is developing an Evaluation Document, Faculty affected by such creation, split, or merger shall be evaluated in accordance with the Departmental Evaluation Document that was applicable to their performance prior to said creation, split, or merger.

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

466 A. Appointments and Reappointments: General Provisions

- 467 1. Appointments to the Bargaining Unit shall be probationary (e.g. working toward academic tenure) or tenured (e.g. holding indeterminate academic tenure).
- 468 2. A probationary appointment shall be for one (1) year (e.g. 12 months, from September 1 to August 31), subject to renewal or non-renewal by EMU at its expiration date, except in those instances in which a Faculty Member is initially appointed in mid-academic year (e.g. at the beginning of the winter term).
- 469 a. In those instances in which a Faculty Member is initially appointed in mid-academic year (e.g. at the beginning of the winter term), the duration between such initial appointment and the following September 1, shall be deemed the first (1st) year of appointment, unless the Faculty Member decides not to use this initial period as the first (1st) year of appointment. The decision not to use this initial period as the first (1st) year of appointment shall be made: 1) by the Faculty Member by October 15 of the first (1st) calendar year of his/her appointment by Associate Professors and Professors, or 2) by October 15 of the second (2nd) calendar year of his/her appointment by Assistant Professors and Instructors. The Faculty Member shall notify the Department Head of his/her decision in writing by October 15.
- 470 b. In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a summer term, said summer term appointment shall not be construed as a part of the Faculty Member's initial probationary year and in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure and promotion, be construed to have begun on September 1 immediately following said summer appointment.
- 471 3. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or professional library service shall be appointed to the rank of Instructor, Assistant Professor, Associate Professor or Professor.
- 472 4. Faculty Members who are selected to participate in the process of hiring Faculty in their department will be provided with materials that give guidance in proper procedure for searching, interviewing and notifying potential candidates for hire. The appropriate Faculty committee shall make recommendations for appointment and service/rank credit, as defined in Article XIV.A.14. to the Department Head. The recommendation will be based upon evaluation of the candidate's qualifications with respect to standards in the Departmental Evaluation Document and the Agreement. Recommendations for appointment, including any service/rank credit shall be forwarded, in order, to the Department Head or the appropriate administrative agent, the Dean of the college, the Provost and Vice President, the President, and the Board of Regents, for approval or disapproval.

- 473 5. Any terms and conditions in a letter of appointment to the Faculty beyond those provided by this Agreement shall be approved by the Provost and Vice President or his/her designee in the Office of the Provost and a copy provided to the Faculty Member and the Association. Any extension(s) or modification(s) of any appointments which include terms and conditions beyond those provided by this Agreement, and any special understandings shall also be stated in writing by the Provost or his/her designee and a copy provided to the Faculty Member and the Association.
- 474 6. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.
- 475 7. Recommendations for appointment shall be made pursuant to the input system as specified in Article XIII, and only after careful professional review.
- 476 8. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.
- 477 9. A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.
- 478 10. A regular non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall if returned to the Unit have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, except that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.
- 479 11. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be considered as previous membership in the Bargaining Unit.
- 480 12. Service as a full-time temporary employee outside the Bargaining Unit (e.g. Lecturers) may be considered as satisfying a portion of the required years of service specified in this Agreement. A Faculty Member who has full-time teaching or related professional experience at an institution of higher education or equivalent may receive credit at the time of his/her initial appointment for a portion of his/her teaching experience for the

purpose of tabulating service/rank credit to determine his/her eligibility for consideration for tenure and/or promotion, provided:

- 481 a. only full-time experience shall be considered for credit;
- 482 b. the service/rank credit given the new hire shall be credited on a one
- 483 year-for-one year basis;
- c. the total years of credit that are accorded the new hire shall not
- 484 exceed on-half (1/2) of the total probationary years of service or two,
- years, whichever is less, that are required before the Faculty Member
- is eligible for tenure consideration;
- d. the number of years that are to be credited toward the Faculty
- Member's eligibility for consideration for tenure/promotion are stated
- in writing in an appointment letter, a copy of which shall be provided
- the Association.

485 In the event that credit for prior experience is not set forth in writing and

granted prior to the Faculty Member's initial date of appointment, such

credit shall be barred from further consideration.

486 13. A Faculty Member who applies for a position in a department other than

the department in which he/she is currently assigned (e.g. a department

other than that in which he/she currently holds rank and tenure or is

working toward tenure), is eligible for consideration for employment in

such other department the same as applicants from outside the University

and shall be subject to the appointment procedures as specified in this

Agreement, except in the case of a Faculty Member who is subject to layoff

or on layoff status, who shall have preferential status as specified in Article

VIII.

487 14. Rank and tenure status may be granted consistent with the appointment

procedures provided for in this Agreement, subject to the approval by EMU

as herein provided, except that any such appointment with a tenure date

prior to the date of appointment in the "new" department shall require the

specific approval of both a majority of the Faculty Members in the "new"

department and approval of EMU at each review level.

488 15. Criteria to be followed and procedures to be considered in making

decisions regarding applications for reappointment are set forth in Article

XV.

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

490 Departments shall periodically review criteria for Faculty participation in

graduate programs as part of the process of program review.

491 **C. Tenure**

492 1. The primary purpose of academic tenure originally and presently is the

preservation of academic freedom. That freedom, protected by a sufficient

degree of economic security to make the profession attractive to men and

women of ability, is essential if the Professor and thereby the University is

to fulfill the function of being that agency in society devoted to the search

for and exposition of truth. At Eastern Michigan University, academic

tenure is awarded to a Faculty Member only after he/she has proven himself/herself to be a worthy member of the University community.

- 493 2. The years of a probationary appointment for which a Faculty Member is evaluated and may be granted tenure are dependent on the rank at which the initial appointment is made, as follows:
- 494
- | <i>Initial Appointment Rank</i> | <i>Evaluation of Tenure</i> |
|---------------------------------|-----------------------------|
| Professor | Third Probationary Year |
| Associate Professor | Fourth Probationary Year |
| Assistant Professor | Fifth Probationary Year |
| Instructor | Sixth Probationary Year |
- 495 3. Aliens will not be accorded tenure and shall have their employment terminated unless they have attained lawful permanent resident status in the United States, or otherwise have the right to reside permanently in the United States by April 30 following the year in which final application for tenure is made.
- 496 4. When tenure is granted it shall become effective at the beginning of the following academic year.
- 497 5. In those instances in which a Faculty Member's last opportunity for tenure evaluation, as set forth above, results in the denial of tenure, said Faculty Member shall be reappointed for one additional year to the Bargaining Unit in the department/area in which tenure was denied. Such individuals are not eligible for reconsideration or further evaluation for tenure during a terminal year appointment.
- 498 6. Appointments with tenure will be indeterminate and may be terminated only for a reasonable and just cause, except in the case of retirement (Article XX), medical disability (Article XI), or layoff (Article VIII).
- 499 7. A non-Bargaining Unit employee who has Faculty rank at EMU and who has been previously granted tenure while a member of the Bargaining Unit shall, if returned to the Bargaining Unit, have his/her tenure recognized.
- 500 8. The tenure restrictions provided in this Agreement shall not apply to non-Bargaining Unit employees holding tenure prior to the effective date of the 1974 Master Agreement.
- 501 9. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured Faculty Members in the University or any division thereof.
- 502 10. Criteria and procedures to be considered in making decisions regarding tenure are set forth in Article XV.

503 **D. Promotion**

- 504 1. It is recognized that in certain academic disciplines attainment of specific degrees or prescribed number of credit hours may be less directly related to professional performance than in others. Academic attainment is stated below in terms of minimum degrees and credit hours. However, departments may establish appropriate professional equivalencies for each of the academic requirements indicated below, subject to the approval of

the Provost and Vice President, or his/her designee. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

505

Instructor

506

Master's degree or equivalent preferred; at least a Bachelor's degree plus twelve (12) hours of graduate credit or equivalent.

507

Assistant Professor

508

Two (2) years as an Instructor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional eighteen (18) hours of graduate credit or equivalent.

509

Associate Professor

510

Five (5) years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional thirty-six (36) hours of graduate credit or equivalent.

511

Professor

512

Five (5) years as an Associate Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional sixty (60) hours of graduate credit or equivalent.

513

In each of the above instances, only years in rank at Eastern Michigan University and those years of prior experience credited in accordance with the provisions of XIV.A.14 shall be considered.

514

Full Professor Salary Adjustment

515

A tenured faculty member who has held the rank of Professor for ten (10) or more years may apply for a Full Professor Salary adjustment. With the exception of years in rank, the evaluation criteria and procedures for this recognition are identical to those employed for a promotion of Associate Professor to Professor. A faculty member who is awarded this recognition shall have his/her salary increased by the amount specified in Article XVIII.I. at the beginning of the next academic year. For the determination of salary increases in subsequent years, the salary adjustment shall be treated as part of base pay. A Professor may apply and receive this salary adjustment to his/her base every ten (10) years.

516

2. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the University or any division thereof.

517

3. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XV.

518

E. Tabulation of Duration of Appointments

519

To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular fall/winter Semesters or

while serving on a formal appointment under Plan C or Plan C1. Faculty Members who work less than thirty-two (32) weeks during the regular fall /winter semesters or while serving on a formal appointment under Plan C or Plan C1, or whose appointment is less than 100%, shall have their service/rank credit proportionately reduced. A Faculty Member shall not earn more than one (1) full year's service/rank credit during any twelve (12) month period commencing September 1 through and including August 31.

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

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

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

- | | | |
|-----|-------|--|
| 526 | A. 1. | Each department shall conduct Faculty evaluations using procedures, techniques, and criteria specified in its Departmental Evaluation Document developed and/or subsequently modified in accordance with the Faculty input system as provided for in Article XIII. |
| 527 | 2. | There are three (3) kinds of evaluations of Faculty performance: (1) Interim Evaluations of probationary Faculty; (2) Full Evaluations of probationary |

and tenured Faculty for reappointment, tenure, and/or promotion; and (3) Professional Evaluations of tenured Faculty Members.

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

529 4. Annual Activity Reports

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

531 **B. Evaluation Criteria**

532 1. Instructional Effectiveness

533 a. The required and most important criterion is Instructional
Effectiveness. The teaching Faculty shall give evidence of ability and
commitment to lead students of varying capabilities into a growing
understanding of the subject matter, tools, and materials of their
disciplines. The Faculty Member shall demonstrate his/her
continuing concern for Instructional Effectiveness through methods
of presentation and evaluation of students. In support of Instructional
Effectiveness, a Faculty Member must maintain a high level of
knowledge and expertise in his/her discipline or area of
specialization. One of the many ways to demonstrate such knowledge
and expertise is the presentation of research and/or creative activities
in the classroom by explaining how its results have
changed/improved the course content, the instructional methodology
and/or the overall teaching-learning process. In the case of non-
teaching and library Faculty satisfactory professional performance
shall be the equivalent of Instructional Effectiveness.

534 b. Evaluation techniques for all Faculty Members shall include at least
the following types of evaluation of teaching: peer evaluations,
Department Head evaluations, student evaluations, and self
evaluations. Where appropriate, assessment of academic advising of
students shall also be included. Departments shall incorporate in their
Departmental Evaluation Document: 1) a set or sets of approved
questions for the student evaluation form comprised of the two core
items plus no fewer than an additional six items determined by a vote
of Faculty Members in the Department. An additional set of at least
six questions shall be prepared for student evaluation of courses that
include online instruction. 2) approved questions for peer and
Department Head classroom visitations, and additional approved
questions appropriate for evaluation of online instruction. 3) a
procedure for classroom visitations, covering whether and when
notice of the visit will be given to the Faculty Member. 4) A

procedure for evaluation of online instruction that limits such evaluation to a single lesson or unit of the course, equivalent to one face-to-face course meeting during which the faculty member shall be present. Each individual peer and Department Head classroom visitation or online course observation and related evaluative statements shall be in writing, shall name the observer, and shall be provided to the Faculty Member within ten (10) working days following the classroom visit. Rationale for evaluative statements must be explained and/or documented. The Faculty Member shall be entitled to up to two additional peer evaluations by faculty chosen by mutual agreement of the Faculty Member and the Department Head.

- 535 c. Faculty Members shall be responsible for retaining all original copies of approved student evaluation forms and summary reports, including handwritten comments, for the period under evaluation. During any evaluation of Instructional Effectiveness, the Faculty Member shall make available to evaluators any and all copies of forms and reports, including handwritten comments, for such period.
- 536 d. All Full Evaluations (including Full Professional Performance Evaluations of tenured Faculty) must include classroom visitations by the Department Head and members of the appropriate departmental committee. Responsibility for setting up classroom visitations rests with the parties doing the evaluation of the Faculty Member. Classroom visitations as a part of Full Evaluations occur after October 15, unless mutually agreed to by all parties involved.

537 2. Scholarly/Creative Activity

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

- 539 a. Faculty Member shall give documented evidence of his/her contribution to his/her discipline or area of specialization within the discipline or in an interdisciplinary specialization by scholarly investigation (e.g. research) and/or creative activity, and of its publication or other dissemination in one of the following ways:
- 540 (1) among practitioners in his/her discipline; or
- 541 (2) among a wider community.
- 542 b. It is intended that the Faculty Member shall utilize his/her expertise to address problems in his/her discipline or in an interdisciplinary specialization through scholarly and/or creative activity that clearly contributes to the discipline, specialization, or interdisciplinary area through:
- 543 (1) Scholarly investigation, creative activity and/or research of an original and/or previously unreported nature; or
- 544 (2) applied research, investigation, or scholarly analysis of existing research, information, and creative endeavors resulting in the

development of new data, information, applications, and/or interpretations.

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

546 c. Retraining

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

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

549 (1) Professional Development

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

551 EMU and the Association recognize the value of substantive professional development activities that may be undertaken by Faculty to enhance their delivery of classroom instruction and/or expand their professional knowledge base. In order to encourage Faculty to engage in such endeavors, professional development activities may be applied toward satisfaction of the Scholarly/Creative Activity criterion insofar as these activities are clearly in addition to those necessary to maintain the level of knowledge and/or expertise in the Faculty Member's discipline or area of specialization required to fulfill the Instructional Effectiveness standards (Article XV.B.1.) of this Agreement, subject to the following conditions:

552 Prior to undertaking any professional activity for which credit may be sought, a Faculty Member shall submit a written proposal for pre-approval to his/her department. The proposal shall outline the professional activity, its duration and the projected benefits of the activity. If approved by the Department Head and the

appropriate departmental committee, the professional development, when completed, shall be evaluated to determine if it fulfills the criteria for such professional development contained in the Departmental Evaluation Document.

553 (2) Grant Development/Administration

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

555 (3) Doctoral Dissertation Research

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

557 3. Service

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

559 a. The Faculty Member shall give evidence of identifying new needs in the department and assisting colleagues in departmental activities.

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

561 4. Standards of Performance

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

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

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

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

566 **C. Procedures for Faculty Evaluation**

567 1. Evaluations shall be initiated in order that all reappointment, tenure, promotion, Professional Performance Evaluations of tenured Faculty, and termination decisions may be made in accordance with the time schedules provided in this Agreement.

568 2. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The Department Head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.

569 3. Evaluations shall not be conducted during a term that a Faculty Member is on leave (as provided for in Article XI and/or XII).

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

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

572

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

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

573 A Faculty Member's rank at initial appointment shall determine the evaluation
schedule for Full and Interim Evaluations.

574 1. Interim Evaluations

575 There are two types of Interim Evaluations: Initial Interim Evaluations and
Comprehensive Interim Evaluations.

576 a. Initial Interim Evaluations

- 577 (1) Initial Interim Evaluations provide an evaluation of a Faculty
Member's Instructional Effectiveness and Service activities in
the years prior to the faculty Member's first full Evaluation.
- 578 (2) Faculty performance is reviewed in the department without
formal written evaluation and Faculty are reappointed in those
years designated for Initial Interim Evaluations unless a
potential performance problem in Instructional Effectiveness or
Service is perceived and the department elects to conduct a
formal, written Full Interim Evaluation.
- 579 (3) In a Faculty Member's first year of employment at EMU no
Annual Activity Report is required. His/her Initial Interim
Evaluation during that year shall be conducted using
information obtained through classroom visits, review of
instructional materials and discussions with the Department
Head and the appropriate departmental committee, and shall
focus primarily on Instructional Effectiveness.
- 580 (4) In all other Initial Interim Evaluation years and following
receipt of the Faculty Member's Annual Activity Report, the
Department Head and appropriate departmental committee shall
meet with the Faculty Member to discuss his/her instructional
and service activities, and review the results of the required
evaluation techniques of Instructional Effectiveness set forth in

Article XV.B.1.b. They shall include in their discussion a review of both the positive elements they see as well as those elements of the Faculty Member's performance where improvement might reasonably be expected by the time the Faculty Member undergoes a Full Evaluation. If the Faculty Member requests, the evaluators shall give some indication as to whether or not his/her Scholarly/Creative Activity is developing in a way that is appropriate for the department's standards.

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

pertaining to a Faculty Member's Instructional Effectiveness or Service may exist, they shall meet with the Faculty Member to discuss the perceived problem. Following said meeting, the Department Head may require the Faculty Member to submit to a Full Interim Evaluation. In the event a Faculty Member is so required, he/she must be informed of such by November 15. The Faculty Member shall have until January 15 to submit an Application for Full Interim Evaluation. The application shall cover the record of Instructional Effectiveness and Service performed prior to the date of the Full Interim application and not included in any prior evaluation.

- 588
- f. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing and given to the Faculty Member, with a copy to the Dean and the Provost and Executive Vice President.
- 589
- g. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service does not fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing, jointly if there is agreement between the Department Head and the committee, or separately if there is disagreement. The evaluation shall be given to the Faculty Member who may respond within five (5) working days of the receipt of the written results of the evaluation(s). The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her Instructional Effectiveness and/or Service that he/she deems appropriate.
- 590
- h. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Executive Vice President for their review. If the Provost and Executive Vice President determines, subject to the provisions of Articles XV and XVI that a probationary Faculty Member's appointment shall not be renewed, he/she shall notify the Faculty Member by no later than March 15 of his/her decision.
- 591
- i. EMU and the Association recognize that Interim Evaluations do not provide the in-depth documentation/evaluation and review afforded through the Full Evaluation process. Therefore, the parties understand and agree that Interim Evaluations shall not provide security that a subsequent Full Evaluation will result in reappointment or tenure. Furthermore, written evaluations or ratings particular to the Interim Evaluation process shall not set precedent for the written evaluation or ratings resulting from a Full Evaluation of any Faculty Member. Likewise, Full Evaluations which result in reappointment shall not be construed as a guarantee that any Faculty Member shall eventually be granted indeterminate tenure, since award or denial of tenure is based upon a de-novo review of the Faculty Member's entire performance record, which requires that any application for tenure include both narrative statements and supporting documentation that

details the Faculty Member's performance in all three (3) areas of evaluation since the date of his/her appointment as a Bargaining Unit member, and, if applicable, performance prior to hire, in accordance with criteria, standards and practices established in this Agreement.

- 592 **E. Procedures for all Faculty Members Undergoing Full Evaluations**
- 593 1. Full Evaluations of Probationary Faculty Members for Reappointment
and/or Tenure
- 594 a. For the purpose of determining whether or not a Faculty Member is
eligible for reappointment and/or tenure, periodic Full Evaluations of
probationary Faculty Members shall be conducted in accordance with
the evaluation schedule as set forth in XV.C and D. above.
- 595 b. By October 15 of each academic year that a Faculty Member is
scheduled for a Full Evaluation, he/she shall submit an application for
evaluation to the Department Head wherein he/she provides a
complete and documented statement of his/her Instructional, Service,
and Scholarly/Creative activities. Scholarly/Creative activities which
have been submitted for review, but which have not yet been accepted
for publication or other dissemination in a specific form and forum
(e.g. a specific journal, conference, or exhibition) may be included in
the October 15 application if the Faculty Member has a reasonable
expectation that they will be accepted prior to March 1 of the
following year. Such Scholarly/Creative activities for which
documented acceptance in the originally specified form (including
editorially required modifications) and forum of dissemination is
received prior to March 1 shall be deemed to satisfy the
documentation requirement for the Full Evaluation.
- 596 c. It is not required that a Faculty Member make separate application for
reappointment and/or tenure. A determination of a Faculty Member's
eligibility for tenure shall be made in any Full Evaluation conducted
in a reappointment year in which a Faculty Member has fulfilled the
minimum number of years of service required for him/her to be
granted tenure as provided in Article XIV.C.2.
- 597 d. Full Evaluations shall take into consideration the record of
Instructional Effectiveness, Service and Scholarly/Creative Activity
performed since the Faculty Member's initial probationary
appointment or last Full Evaluation, whichever is applicable, unless
credit is accorded for experience pursuant to Article XIV.A.14. The
Faculty Member's first (1st) Full Evaluation of Scholarly/Creative
Activity for Associate Professor (Year 2), Assistant Professor (Year
3), and Instructor (Year 3) shall serve only to inform the Faculty
Member of his/her progress in this area of performance. In all cases,
a rating shall be assigned to the Faculty Member's performance in
Scholarly/Creative Activity, but this rating shall be advisory only.
The recommendation to reappoint or not reappoint during the first
(1st) Full Evaluation shall be based solely on the Faculty Member's
performance in Instructional Effectiveness and Service.
- 598 e. Full Evaluations shall be conducted in accordance with the
procedures and techniques in the applicable Departmental Evaluation
Document and the provisions of this Agreement, insofar as said

procedures and techniques are available (e.g. due to the publication date, University student evaluations' results may not be available). All evaluations shall be based on the standards of performance of said Departmental Evaluation Document and this Agreement.

- 599 f. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Executive Vice President for their review. The Provost and Executive Vice President shall notify the Faculty Member by no later than March 15 of his/her decision.
- 600 g. Faculty Members receiving two (2) years service rank credit at the time of their initial appointment shall submit their application materials for review no later than February 1 of the first (1st) year of their appointment. The Provost and Vice President shall notify the Faculty Member by no later than May 31 of his/her decision regarding reappointment.
- 601 2. Full Evaluation of Faculty Members Applying for Promotion
- 602 a. A Faculty Member who is eligible simultaneously for tenure and promotion in the same academic year shall have the option of indicating via a checkbox on the Reappointment/Tenure application form that the application for Full Evaluation submitted on October 15 is also an application for promotion.
- 603 An update covering any activities between October 15 and February 1 may be provided by the applicant on February 1.
- The Faculty Member who is not simultaneously a candidate for tenure shall inform the Department Head in writing of his/her intent to apply for promotion by the previous October 15.
- 604 Applications for promotion must be submitted by February 1.
- 605 Scholarly/Creative activities which have been submitted for review, but which have not yet been accepted for publication or other dissemination in a specific form and forum (e.g. a specific journal, a conference, or exhibition) may be included in the February 1 application, if the Faculty Member has a reasonable expectation that they will be accepted prior to May 15.
- 606 Such Scholarly/Creative activities for which documented acceptance in the originally specified form (including editorially required modifications) and forum of dissemination is received prior to May 15 shall be deemed to satisfy the documentation requirement for the promotion application.
- 607 b. Application forms shall be consistent with the criteria and terms of this Agreement and shall be made available to Faculty Members by the Provost through their departmental offices. The Faculty Member eligible simultaneously for tenure and promotion in the same academic year shall have the option of indicating via a check box on the application form that the application for Full Evaluation submitted on October 15 is also an application for Promotion.

- 608 c. Evidence of the Faculty Member's Instructional Effectiveness, Scholarly/Creative Activity and Service since his/her last promotion, or, if applicable, initial appointment, shall be included in the application for promotion which shall be evaluated in accordance with the standards of performance, procedures and techniques as provided in the applicable Departmental Evaluation Documents and this Agreement, insofar as said procedures and techniques are available (e.g., due to the publication date, University student evaluation results may not be available).
- 609 d. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and the Provost and Vice President for their review. The Provost and Vice President shall advise the applicant of the results of his/her review by no later than May 31.
- 610 3. Applicant Responsibility-Full Evaluation for Reappointment, Tenure and Promotion
- 611 It is the responsibility of each Faculty Member to document in clear and explicit terms both the quantity and quality of his/her activities. An Application for Full Evaluation shall include a narrative statement for each evaluation criterion explaining how and to what extent the activities claimed have met the standards set forth in the Departmental Evaluation Document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.
- 612 For example, a given Departmental Evaluation Document may specify that a Faculty Member's participation in meetings of professional societies, or regional or local sub-groups of such societies, will serve as a valid category/type of activity which may be cited in support of the Faculty Member's application for promotion. Such participation alone, however, does not relieve the Faculty Member of the burden of providing documented evidence detailing in clear and explicit terms in what specific respects his/her participation in such activity contributed to his/her discipline or area of specialization, or satisfies such other criteria for which it is offered. EMU and the Association intend to stress particularly the requirement that each evaluation candidate must, in his/her narrative statement submitted in support of his/her claims of Scholarly/Creative Activity, explain in clear and explicit terms precisely how, why, and to what extent each of the cited activities has contributed to the discipline or area of specialization and otherwise fulfills the Scholarly/Creative Activity criterion of his/her evaluation document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.
- 613 In those instances where a Faculty Member has cited activities which appear in refereed journals or are published by reputable sources, or are presented in a clearly refereed format, reference to these activities and inclusion of copies of these materials (where feasible) shall be deemed to satisfy the documentation requirements.
- 614 4. Departmental Committee and Department Head Responsibilities – Full Evaluation
- 615 a. The Department Head shall provide each Faculty Member with the opportunity to bring his/her record of professional preparation and

achievements (e.g. degrees, publications, etc.) up to date annually and shall deposit these additional records in his/her official personnel file and/or departmental file. It shall be the Department Head's responsibility to:

- 616 (1) Secure and maintain the results of all evaluations undertaken for the assessment of the Faculty Member's performance and make them available to the appropriate departmental committee at the time of the evaluation.
- 617 (2) Make available to the departmental committee, the application and all supporting documentation submitted by the Faculty Member.
- 618 b. The appropriate departmental committee shall review the application, all supporting data, and the evaluations conducted pursuant to this Article. Upon completion of the review, the committee shall prepare an evaluation report on the applicant.
- 619 The evaluation report shall be supported by narrative statements which explain in clear and explicit terms how/why the applicant's activities do or do not satisfy the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. Specifically, the departmental committee shall explain:
- 620 (1) The evaluation efforts which were conducted and their individual results.
- 621 (2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.
- 622 (3) Precisely how and to what extent the activities claimed do or do not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and, in particular, how those activities claimed as Scholarly/Creative Activity have contributed to the discipline or area of specialization.
- 623 The departmental committee shall submit a copy of its evaluation to the Faculty Member, who shall have five (5) working days to respond. (Copies of all letters of denial shall be forwarded to the Association and the Assistant VP for Academic Human Resources at the same time that they are submitted to the applicant.) The departmental committee shall forward to the Department Head the following:
- 624 (a) The Faculty Member's application and supporting materials.
- 625 (b) The departmental committee's evaluation.
- 626 (c) All other supporting documentation, evaluation results, etc.
- 627 (d) Any response(s) from the Faculty Member.

- 628 c. The Department Head shall prepare his/her evaluation report taking
into consideration:
- 629 (1) The Faculty Member's application and supporting materials.
- 630 (2) The departmental committee's evaluation.
- 631 (3) The results of all evaluations undertaken for the assessment of
criteria in XV.B., and other supporting documentation.
- 632 (4) Any response(s) of the Faculty Member to the departmental
committee's evaluation.
- 633 The Department Head shall include in his/her evaluation,
narrative statements which explain in clear and explicit terms
how/why the applicant's activities do or do not satisfy the
standards of performance in the Departmental Evaluation
Document and the terms of this Agreement. Specifically the
Department Head shall explain:
- 634 (a) The evaluation efforts which were conducted and their
individual results.
- 635 (b) The qualitative and, where applicable, quantitative basis
for all ratings which were assigned.
- 636 (c) Precisely how and to what extent the activities claimed
do or do not satisfy the standards of performance of the
Faculty Member's Departmental Evaluation Document
and the criteria of Article XV.B. above, and in
particular, how those activities claimed as
Scholarly/Creative Activity contributed to the discipline
or area of specialization.
- 637 The Department Head shall submit a copy of his/her
evaluation to the Faculty Member, who shall have five
(5) working days to respond.
- 638 Copies of all letters of denial shall be forwarded to the
Association and the Assistant VP of Academic Human
Resources at the same time they are sent to the
applicant.
- 639 d. The Department Head shall forward to the Dean the following:
- 640 (1) The Faculty Member's application and supporting materials.
- 641 (2) The departmental committee's evaluation.
- 642 (3) The Department Head's evaluation.
- 643 (4) The results of all evaluations undertaken for the assessment of
the criteria in XV.B. and all other supporting documentation.
- 644 (5) Any response(s) of the Faculty Member to the departmental
committee's or Department Head's Evaluation.

645 Any and all of the items (1), (2), (3), (4), or (5) shall be placed
in the Faculty Member's personnel file, with the exception that
should an application be supported by documentation in the
form of original works, publications (e.g. books and
magazines), or other items too costly to copy, said
documentation shall be forwarded in accordance with this
Article through the review process and, upon completion of all
reviews, returned to the Faculty Member.

646 5. Dean's Responsibility – Full Evaluation

647 Full Evaluations shall be reviewed by the Dean in accordance with the
standards of performance in the Departmental Evaluation Document and
the terms of this Agreement. The Dean shall submit a copy of his/her
evaluation to the Faculty Member explaining why the particular judgment
has been made. The Faculty Member shall have five (5) working days to
respond. The recommendation at this level, together with any response
from the Faculty Member, together with all prior recommendations and
other materials previously forwarded by the Department Head shall be
forwarded to the Provost and Executive Vice President.

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

649 6. Provost's Responsibility – Full Evaluation

650 a. Applications for Reappointment/Tenure

651 The Provost and Vice President shall review the Full Evaluations for
reappointment and tenure and on or before March 15, advise the
applicant of the results of his/her review and forward his/her
recommendations to the President for his/her approval of
reappointments and recommendation to the Board of Regents for
granting of tenure. If notice of non-reappointment or of final denial
of tenure is not given by March 15, a Faculty Member's appointment
shall be extended for an additional year, during which time a decision
to reappoint or to grant or deny tenure, whichever, is applicable, shall
be made.

652 b. Applications for Promotion

653 The Provost and Vice President shall review the Full Evaluations for
promotion on or before May 31, advise each applicant of the results
of his/her review and forward his/her recommendations to the
President for his/her approval.

654 7. Reappointment and promotion shall be deemed granted upon approval of
the President. Tenure shall be deemed granted upon the Board of Regents'
approval. Tenure, promotion and promotional salary adjustments provided
in Article XVIII of this Agreement shall become effective at the beginning
of the next academic year.

655 8. Faculty Members may withdraw their applications for promotion at any
time upon written request at the appropriate level without prejudice. All

materials specifically submitted by the applicant shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.

- 656
9. The parties recognize that decisions with respect to the reappointment, tenure, and promotion of a Faculty Member result from critical professional evaluations and judgments. All individuals evaluating applications for reappointment, tenure, and promotion shall apply the standards of performance in the Departmental Evaluation Documents insofar as they are consistent with the terms of this Agreement, and they shall rate the applicant in accordance with the criteria and standards of performance therein. The requirements specified and provided in Article XIV, in addition to the result of evaluations as herein provided, shall be considered in making reappointment, tenure, and promotion decisions.
- 657
10. Negative Review
- 658
- a. Applications for reappointment, final evaluation for tenure, and promotion which receive negative recommendations shall be forwarded through administrative review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection is based, subject to the provision of Article XV.E.10.d. below.
- 659
- b. In the event that the Provost and Vice President disapproves of any recommendation for reappointment or a final tenure recommendation by the departmental committee or the Department Head, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations. A copy of any such statement of reasons and request for reconsideration and further recommendations shall be sent to the Faculty Member at the same time as the statement is sent to the department. When a response to the Provost's request is provided by the department, a copy shall at the same time be provided to the Faculty Member.
- 660
- c. Further, should an application be returned to the department it shall be returned to the person(s) who made the original recommendation with which the Provost and Vice President takes issue and shall be returned within five (5) days of receipt thereof to the Provost and Vice President.
- 661
- d. To deny a Faculty Member's application for re-appointment, tenure, or promotion, the Department Head, the Dean, or the Provost and Vice President must base such denial upon justifiable factors relative to the Faculty Member's failure to meet the standards of performance or other conditions set forth in this Agreement and/or the Departmental Evaluation Document. All letters of denial must clearly and concisely state the reasons for the denial and address themselves to how the applicant has been judged to have failed to satisfy the terms of this Agreement and/or the Departmental Evaluation Document.
- 662
- e. Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.

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

664 Denial of reappointment, tenure, or promotion of a Faculty Member shall be
subject to review under the grievance procedure provided for in Article VII,
commencing at Step 3.

665 **G. Professional Performance Evaluations of Tenured Faculty**

666 1. Standards of Performance

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

668 A tenured Faculty Member's performance during each four-year period that
he/she holds tenure at Eastern Michigan University shall be evaluated.
During the professional performance evaluation of a tenured Faculty
Member not seeking promotion, the Department Head shall review the
annual activity reports applicable to the four (4) year evaluation period (e.g.
the last four (4) years' performance of a tenured Faculty Member) to
determine whether the Faculty Member's performance is satisfactory. (If
the Department Head has information which indicates a significant problem
in Instructional Effectiveness or if the Faculty Member has no record of
Service, the Department Head may conduct a review more frequently).

669 If, upon completing a four (4) year review of the Annual Activity Reports
and available relevant material, the Department Head (guided by the
Departmental Evaluation Document) determines that a Faculty Member's
performance meets or exceeds the department's standards for Average,
he/she shall so state in writing and place a copy of this statement in the
Faculty Member's departmental personnel file, with a copy to the Faculty
Member, the college Dean, and the Office of the Provost and Vice
President for inclusion in the University personnel file.

670 If, upon completing any review of the Annual Activity reports, the
Department Head determines that a Faculty Member's performance does
not rise to the level of Average in the Departmental Evaluation Document,
he/she shall bring his/her concerns to the attention of the department's
Personnel Committee. Together the Department Head and the committee
shall review the Annual Activity Reports and any relevant
information/documents (e.g. student evaluations, letters received, etc.)
available to them.

- 671 If their joint review concludes that there appear to be no deficits in the Faculty Member's performance, they shall say so in writing and place a copy of this statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the college Dean, and the office of the Provost and Vice President for inclusion in the University personnel file.
- 672 If the joint review confirms that there appear to be deficits in the Faculty Member's performance, he/she shall be given the opportunity to discuss his/her situation with the committee and the Department Head in order to determine if such deficits exist, the severity of the deficits and how they might be corrected.
- 673 If after meeting with the faculty member, the department personnel committee, and the Department Head agree that deficits in the Faculty Member's performance are minor in nature and appear to be correctable within a period of one (1) academic year or less, no performance improvement plan is required. The Department Head shall inform the Dean in writing of the department's concern, with a copy to the Faculty Member, and the Office of the Provost and Vice President for inclusion in the University personnel file.
- 674 The following year the Department Head and the department personnel committee shall meet with the Faculty Member and review that year's Annual Activity Report to determine if the minor deficit(s) in performance has been corrected. If the minor deficit(s) has been corrected, they shall say so in writing and place a copy of the statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the Dean, and the Office of the Provost and Vice President for inclusion in the University personnel file.
- 675 If after the meeting with the faculty member to review the most recent Annual Activity report, the Faculty Member's record over the period specified for correcting the minor deficit(s) indicates that performance problems remain, the department personnel committee and the Department Head shall initiate a Full Professional Performance Evaluation. This Full Professional Performance Evaluation is to be conducted according to the standards, processes, and possible sanctions outlined in Article XV.G.
- 676 If the Department Head and personnel committee disagree concerning the severity of the deficits (one part believes the deficits are more than minor), the Department Head may call for a Full Professional Performance Evaluation in the area (s) of faculty responsibility for which the deficits have been identified.
- 677 If, after the meeting with the faculty member, the department personnel committee and Department Head both agree that deficits in the Faculty Member's performance are so serious as to take more than one year to correct, the department personnel committee and Department Head shall initiate a Full Professional Performance Evaluation. This Full Professional Performance Evaluation is to be conducted according to the standards, processes, and possible sanctions outlined in Article XV.G.
- 678 2. Full Professional Performance Evaluation Process
- 679 The parties agree that a Full Professional Performance Evaluation can be conducted as a result of a review that occurs in less than a four (4) year

cycle, and a plan for improvement can likewise be established, if applicable, provided the procedures in Article XV.G.1 are implemented prior to the initiation of the Full Professional Performance Evaluation. It is expressly agreed that Full Professional Performance Evaluations are not to be substituted for routine professional performance evaluations, but only implemented where serious or long-term problems exist.

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

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

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

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

684 In those instances where the Dean does not concur with the department's evaluation(s) of satisfactory or unsatisfactory performance, the Dean shall reduce his/her objections to writing, and shall return the evaluation to the department for further consideration. The department and/or the Faculty Member may respond to the Dean within five (5) working days of receipt of the Dean's objection and may include in the response any and all evidence/documentation in support of the evaluation of a Faculty Member's performance.

685 If, after this further consideration, the Dean concurs with the department's evaluation of satisfactory, he/she shall say so in a letter to be placed in the

departmental personnel file, with a copy to the Faculty Member, the Department Head, and the Office of the Provost and Vice President for inclusion in the University personnel file.

- 686 3. Unsatisfactory Performance-Programs for Improvement
- 687 In the event there is final determination by the Dean of the college that the Faculty Member's performance for the period covered by the Full Professional Performance Evaluation is unsatisfactory, the Dean shall schedule a meeting to consult with the Department Head, the personnel committee, the Faculty Member, the Assistant Vice President for Academic Affairs, and representative of the EMU-AAUP to explore the structure for a program to assist the Faculty Member in correcting his/her unsatisfactory performance, which shall be set forth in a program and timetable for improvement of not less than one year's duration. The Program for Improvement shall set out expectations and assessment procedures based on the criteria in the Departmental Evaluation Document and this Master Agreement. If there is disagreement between any of the aforementioned parties as to: a) whether a Program for Improvement should be written; b) the contents of the Program for Improvement; or c) the assessment of the Faculty Member's performance, the college Dean shall have the final responsibility for developing the Program for Improvement.
- 688 When the Program for Improvement is finalized, it shall be presented to the affected Faculty Member. Copies shall be forwarded to the Office of the Provost and Vice President and the Association.
- 689 Extensions of Programs for Improvement beyond the timelines originally established shall be possible, under the following conditions:
- 690 A meeting of the Dean of the College, Department Head, personnel committee, the Faculty Member, the Assistant Vice President for Academic Affairs, and representative of the EMU-AAUP shall be convened to discuss a proposed extension.
- 691 Specific reasons for the desirability of an extension shall be presented by the Department Head.
- 692 An extension proposal must be finalized by the Dean of the college and presented to the Faculty Member no later than thirty (30) days prior to the expiration of the original Program for Improvement.
- 693 In the event there is a dispute pertaining to the appropriateness of a particular Program for Improvement, a Grievance may be filed commencing at Step Three of the Grievance Procedure set forth in Article VII. However, grievances of procedural violations in the Full Professional Performance Evaluation process must be filed at the appropriate step of the Grievance Procedure (Step One, Two) as provided for in Article VII, subject to the time-lines provided therein. For purposes of determining the time-lines for filing grievances at a Step Three of the Grievance Procedure, University actions in the Full Professional Performance Evaluation process shall be construed to have occurred when the Association receives copies of Programs for Improvement (originals or extensions) from the Dean.
- 694 Once a Program for Improvement has been established, time-lines in the program shall govern any further evaluation of areas of deficiency or

extensions of the program. The Faculty Member's progress shall be assessed by the Department Head in consultation with the department Personnel Committee at assessment points specified in the Program for Improvement.

695 The Department Head shall report the results of evaluations conducted at any interim assessment points provided in a Program for Improvement, and the final results of the assessment of a Faculty Member's compliance with a Program for Improvement to the Dean of the college who shall determine if the Faculty Member has satisfactorily completed the Program for Improvement. If he/she so concludes, he/she shall inform the Faculty Member in writing and provide a copy to the Provost, the Faculty Member, and the Association.

696 4. Sanctions

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

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

699 **H. Evaluation of Department Heads**

700 Faculty Members in a department shall be given the opportunity to present to the Dean of the college their evaluation of the Department Head using the form and procedures agreed upon by EMU and EMU-AAUP. Such evaluations shall be conducted for the purpose of improvement of the performance of the Department Head and should review the Department Head's strengths and weaknesses in meeting his/her obligations for department leadership and management. Departments may append any additional evaluation materials deemed appropriate by the Faculty in the department, with prior notification of the Dean. Such evaluations shall be given triennially in the fall term or more frequently as requested by the Dean. Evaluations will be required in the fall term after a Department Head has been in his/her position for three years, or it has been three full years since the last department head evaluation by the Faculty. The Department Head will be allowed until November 15th of an evaluation year to submit a portfolio of materials that he/she wishes to be considered during the review process to his/her department's personnel committee. Within forty-five (45) working days of the receipt of the results of these evaluations the Dean shall communicate with the Faculty in the department regarding the effect that these evaluations shall have.

701 Department Head Evaluation Procedures

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

703 1. schedule the evaluation

704 2. be responsible for distributing and collecting the evaluation forms

- 705 3. provide each Faculty Member with the Department Head Evaluation Form (as agreed to by the parties on November 1, 2011) and any documentation the Department Head has furnished
- 706 4. tabulate the results and provide a statistical analysis to the department Faculty
- 707 5. type any Faculty comments to protect confidentiality
- 708 6. give the Department Head its statistical analysis and the typed comments and offer to meet with the Department Head to discuss the results. Upon receipt of the statistical analysis and the typed comments, the Department Head shall have ten (10) working days to respond in writing to the evaluation, if he/she desires.
- 709 7. provide the Dean with the statistical analysis, the typed comments, and the original evaluation forms and any written response from the Department Head.

710 **I. Evaluation of Deans and the Provost**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

724 1. A tenured Faculty Member may be terminated for reasonable and just
cause. A probationary Faculty Member may be terminated prior to the end
of the specified one (1) year term of his/her appointment, or extended
appointment, for reasonable and just cause.

- 725 Reasonable and just cause for termination will be related directly and
substantially to the fitness of the Faculty Member in his/her professional
capacity and limited to serious professional misconduct, failure to meet
professional responsibilities as set forth in Article IX, or incompetence as
determined through the evaluation procedure in Article XV.
- 726 Intentionally causing injury to persons and/or damage to property, forcibly
interrupting the normal daily teaching, research or administrative operation
of the University or directly inciting others to engage in such actions shall
also constitute reasonable and just cause.
- 727 2. A Faculty Member shall only be terminated by the President, or his/her
designee. Prior to termination, the Faculty Member shall:
- 728 a. Be provided with a written statement of reasons for the contemplated
action, a copy of which shall also be provided to the Association.
Said statement shall be framed with reasonable particularity.
- 729 b. Prior to the imposition of a termination, the Assistant Vice President
for Academic Affairs shall request a meeting of the Review Board
(see Article VII.) to discuss the basis for the contemplated action and
to permit the Association's Grievance Officer, the Faculty Member
and other Association representatives serving on the Review Board,
to provide information which they believe may merit consideration by
EMU. The Review Board shall meet and conclude its discussion of
the matter within five (5) work days of the Assistant Vice President
for Academic Affairs request for a meeting.
- 730 c. Be given an opportunity to discuss the contemplated action with the
President, or his/her designee, looking for mutual settlement.
- 731 3. If there is no mutual settlement under Section D.2.c. above, the Faculty
Member's termination shall be confirmed to him/her in writing, a copy of
which shall be provided to the Association.

732 **E. Termination for Medical Reasons**

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

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

735 **G. Resignations**

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

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

ARTICLE XVII. FACULTY PERSONNEL FILES

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

739 **B. Administration**

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

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

742 3. Each Faculty Member has the right to know of each and every personnel
file maintained on him/her as specified in B.1. and B.2. above.

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

744 **C. Contents**

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

746 1. Signed application form.

747 2. Transcripts supporting claim to academic training.

748 3. Documents supporting claim to professional training.

749 4. Letters and records describing work experience.

750 5. Copies of all statements of employment.

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

752 7. All documents pertinent to resignation.

753 8. All documents pertinent to actions taken pursuant to the provisions of
Article XVI.

754 9. Documents indicating special competencies, achievements, scholarly
research, academic, professional, or other contributions.

755 10. Any statements that the Faculty Member wishes to have entered in
response to or in elaboration of any other item in his/her file.

756 11. Medical records, except as excluded from the definition of “personnel
record” in Public Act 397 of 1978, as amended, or other applicable State or
Federal law.

757 The above items may be presented by the Faculty Member with a written request
for inclusion in his/her file and shall be included as a matter of right.

758 **D. Access**

759 1. On the written request of a Faculty Member, the Office of the Provost and
Vice President, or such other office as may be designated by EMU and
announced to the Faculty, will make available the personnel file of the
Faculty Member for examination by a designated representative of the
Faculty Member. Such examinations shall be made in the presence of a
designated representative of EMU.

760 2. Materials in the personnel files may be copied for use at formal hearings in
the University.

761 3. The individual Faculty Member, on giving reasonable notice, shall have
access to his/her own personnel files, excluding confidential letters of
recommendation, during normal business hours under conditions which
protect the integrity of the files. The Faculty Member shall have the right
to copies of materials in his/her file at his/her own expense. The Faculty
Member may be accompanied by a representative of his/her own choice at
the time the file is examined.

762 4. The President and his/her designated representative shall have access to the
personnel file for official University purposes, including, but not limited to,
the following:

763 a. Maintenance of the files.

764 b. Use at official University hearings.

765 c. Use in court proceedings.

766 d. Evaluations.

767 e. Gathering of statistical information.

768 f. Responding to inquiries from prospective employers for information
and/or recommendations.

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

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

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

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

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

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

ARTICLE XVIII. COMPENSATION

775 **A. Salary Period**

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

777 **B. 2012-13 Salary Adjustment**

778 1. Effective with the beginning of academic year 2012-13 each Faculty
Member appointed prior to September 1, 2011, shall receive a two percent
(2.0%) increase in his/her academic year base salary.

779 2. Following the salary adjustment hereinabove provided for academic year
2012-13, those Faculty Members granted promotions which are effective
with the beginning of the 2012-13 academic year shall receive those
promotional increments provided in Article XVIII.I. below.

780 **C. 2013-14 Salary Adjustment**

781 1. Effective with the beginning of the academic year 2013-14, each Faculty
Member appointed prior to September 1, 2012, shall receive an increase of
two percent (2.0%) added to his/her academic year base salary.

782 2. Following the salary adjustment hereinabove provided for academic year
2013-14, those Faculty Members granted promotions which are effective
with the beginning of the 2013-14 academic year shall receive those
783 promotional increments provided in Article XVIII.I. below.

783 **D. 2014-15 Salary Adjustment**

784 1. Effective with the beginning of the academic year 2014-15, each Faculty
Member appointed prior to September 1, 2013 shall receive an increase of
two percent (2.0%) added to his/her academic year base salary.

785 2. Following the salary adjustment hereinabove provided for academic year
2014-15, those Faculty Members granted promotions which are effective
with the beginning of the 2014-15 academic year shall receive those
786 promotional increments provided in Article XVIII.I. below.

786 **E. Supplemental Salary Adjustments**

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

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

789 **F. Faculty Pay Options**

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

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

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

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

794 Faculty Members who fail to advise the AHR Office of their election as
herein provided shall continue to be compensated in accordance with the
pay plan under which they were compensated during the preceding

academic year. Newly-hired Faculty Members who fail to make an election shall be compensated in accordance with Option 2.

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

796 **G. The Base Academic Year**

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

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

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

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

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

802 **H. Salaries for Summer, Pre and Post sessions, On-Campus Workshops and
Colloquia**

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

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

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

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

807 Departments may offer summer courses on-campus (non-Extended Programs and
Educational Outreach) in a compressed format of three weeks or longer.
Appropriate Faculty input shall be provided prior to making a decision to offer
compressed format courses. A compressed format course shall have the same
number of contact hours as the same course offered in the fall or winter
semesters. Faculty Members shall meet their Professional Responsibilities (as
specified in Article IX.D.) for the period during which the compressed course is
offered. Compensation for a summer three (3) credit compressed format course
shall be at ten percent (10%) of base salary.

808 **I. Salary Adjustment for Promotion**

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

810 For promotion effective September 1, 2012 and after:

811	Type of Promotion	Salary Adjustment
812	Instructor to Assistant Professor	\$3,000
813	Assistant Professor to Associate Professor	\$5,500
814	Associate Professor to Professor	\$7,250
815	Full Professor Salary Adjustment	\$7,250

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

817 **J. Salary Adjustment for Completion of Earned Doctorate**

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

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

820 **K. Salaries for Teaching non-EPEO Overload Courses**

- 821 1. The minimum salaries for teaching non-EPEO overload courses shall be
\$1,700 per credit hour.
- 822 2. Faculty may be paid at rates in excess of those set forth in K.1. above in
those instances where market factors require higher rates of pay, which
shall be determined by EMU in its sole discretion. Additionally, the
foregoing compensation schedule may be increased at the discretion of
EMU.

- 823 **L. Salaries for Teaching Courses offered through Extended Programs and Educational Outreach**
- 824 1. Except as provided below, the minimum salaries for teaching courses offered through Extended Programs and Educational Outreach shall be \$1,700 per credit hour.
- 825 When an academic department or college has approved an entire degree or certificate program as an Extended Programs and Educational Outreach offering, and when the administration has determined that the program is fiscally viable and continuing to offer it is in the best interest of the University. Faculty Members teaching in such a program will be compensated at ten percent (10%) of salary per three (3) credit course during summer term.
- 826 2. Faculty may be paid at rates in excess of those set forth in L.1. above in those instances where market factors require higher rates of pay, which shall be determined by EMU in its sole discretion. Additionally, the foregoing compensation schedule may be increased at the discretion of EMU. Similarly, Faculty may be paid at rates below those set forth in L.1. above for teaching off-campus courses offered through Extended Programs and Educational Outreach, which do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Faculty member prior to his/her accepting and undertaking the teaching assignment. Copies of all letters to Faculty Members in confirmation of a Extended Programs and Educational Outreach appointment shall be sent to the EMU-AAUP Office.
- 827 3. Reimbursement for use of personal cars will be made at the rates set forth by the Internal Revenue Service.
- 828 **M. Grant Compensation**
- 829 1. A Faculty Member shall be eligible for grant compensation specifically provided for in an approved grant, subject to any limitations imposed by the granting agency's guidelines and regulations.
- 830 For the sole purpose of reporting effort on grants and contracts (concurrent with an academic year appointment), time spent on Instructional, Scholarly/Creative Activity, and Service may be adjusted proportionately to the level of effort expended on the grant or contract. The Faculty member's effort on these activities may be adjusted to meet responsibilities on grants or contracts at the request of the grant administrator and with the approval of the Faculty Member and Department Head. Before final approval, the Director of the Office of Research and Development will review the adjustment to ensure compliance with funding agency guidelines and regulations.
- 831 The faculty member who is recognized as the "principal investigator" of an externally-funded grant shall receive ten percent (10%) of the grant's indirect costs payable to the University. In the case of more than one principal investigator, the principal investigators shall equally share the ten percent (10%). The faculty member(s) receiving these funds must spend these funds on research-related items within two years of the completion of

the grant. After two years any remaining funds will be moved to the Provost's indirect cost fund.

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

833 a. If the total value of the external funds (all concluding grants as described above) was between \$100,000 and \$299,999, the stipend amount is \$2,000.

834 b. If the total value of the external funds (all concluding grants as described above) was between \$300,000 and \$499,000, the stipend amount is \$4,000.

835 c. If the total value of the external funds (all concluding grants as described above) was more than \$500,000, the stipend amount is \$6,000.

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

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

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

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

- 840 a. Weekly - 3% of base salary per week. Faculty Members assigned to grants on this basis shall be required to be actively at work during each week for which compensation is received including those periods specified in Article IX.E., and other break periods in the academic calendar.
- 841 b. Daily - .006 (6/10th of one percent) of base salary.
- 842 c. An amount allowable under the terms of the grant.

843 **N. Substitution Pay**

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

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

ARTICLE XIX. FRINGE BENEFITS

847 **A. Description and Listing**

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

849 **B. Eligibility**

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

851 **C. Group Medical Benefits Plan**

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

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

854 1. Benefit Plan Options

855 a. Blue Cross and Blue Shield Community Blue Preferred Provider Organization (PPO) Plan

856 b. Blue Cross and Blue Shield Health Maintenance Organization (HMO)

857 c. Blue Cross and Blue Shield Health Savings Account (HSA)

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

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

	CY 2013	CY 2014	CY 2015
Single	\$606	\$656	\$710
Two-person	\$1,212	\$1,312	\$1,421
Family w/ 3-4 individuals	\$1,455	\$1,575	\$1,705
Family Plus (>4 individuals)	\$1,697	\$1,837	\$1,989

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

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

	CY2013	CY2014	CY2015
Single	\$120	\$134	\$151
Two-person	\$240	\$269	\$301
Family w/ 3-4 individuals	\$300	\$336	\$376
Family Plus (>4 individuals)	\$360	\$403	\$452

862 Participants in the Blue Cross and Blue Shield HSA Plan shall be required to make the following contributions through automatic payroll withholding to the cost of such coverage:

863 Yearly Premiums for Healthcare Plan
(CY refers to calendar year beginning January 1)

	CY 2013	CY 2014	CY2015
Single	\$360	\$403	\$452
Two-person	\$720	\$806	\$903
Family w/ 3-4 individuals	\$900	\$1,008	\$1,129
Family Plus (>4 individuals)	\$1,080	\$1,210	\$1,355

- 864 Participants in the HSA plan will receive \$500 (single) or \$1,000 (two-
person or family) deposited in their HSA account.
- 865 EMU shall provide the Association with a copy of certificates and riders
for all plans ten (10) working days prior to the open enrollment period.
- 866 2. Faculty who obtain age sixty-five (65) are eligible for Medicare benefits.
With the passage of the Tax Equity and Fiscal Responsibility Act
(TEFRA), the University provided health insurance plan becomes the
primary health insurance carrier. Medicare becomes the secondary health
carrier for active Faculty who are age sixty-five (65) or over.
- 867 3. Additions and changes to a Faculty Member's health care coverage must be
made within thirty (30) calendar days of the event (marriage, birth,
adoption) by contacting the Benefits Office and completing the appropriate
change form. Failure to make these changes as herein provided will result
in any additions and/or changes being excluded from such benefits plan
until such time as the Faculty Member enrolls and makes proper
application during an open enrollment period.
- 868 4. To qualify for the medical benefits as above described, each Faculty
Member must individually enroll and make proper application for such
benefits at the Benefits Office, within thirty (30) calendar days of the
commencement of his/her regular employment with the University. A
Faculty Member who fails to enroll and make proper application as herein
provided is specifically and expressly excluded from such benefits plan
until such time as he/she enrolls and makes proper application during the
annual open enrollment period.
- 869 5. a. Provided proper application, enrollment and, where applicable, all
required payroll contributions are made by a Faculty Member, the
University agrees to continue this coverage and pay its share of the cost
for maintaining the medical benefits plans described in this Section C.,
for the Faculty Member, his/her spouse, additional eligible adult and
eligible dependent children under twenty-six (26) years of age, subject
to the terms and conditions applicable to each of the respective plans.
If the employee elects to add an Additional Eligible Adult to their
health care plan that has a cost share the employee must pay the
difference in the cost share coverage as post-tax (single to two person,
two person to family) unless the AEA qualifies as a dependent under
IRS regulations and provides proof of such by January 1.
- 870 b. In the event that either federal or state health care reform legislation
cause a substantial increase in the cost to the University of providing
the medical benefits described in this Section C., the parties agree to
meet promptly and to negotiate in good faith measures for containing
and reducing that cost.
- 871 6. The University shall pay its share of the aforementioned cost for the period
that the Faculty Member is on the active payroll and while a Faculty
Member is off the payroll and absent because of medical leave due to
injury or illness as provided for in Article X.L.5.
- 872 7. Faculty Members laid off or on unpaid leave shall have their group medical
benefits continued, or shall be eligible to continue their benefits, as
provided for in Articles VIII.E.3. and X.L.5.

- 873 Further, Faculty Members who are disabled and receiving long-term disability benefits may likewise continue their group medical benefits plan in accordance with the terms and conditions set forth in Article X.I.L.5., except that the twelve (12) months or maximum COBRA period limitation on continuation of group medical benefits is not applicable. Faculty Members participating in continuation of their group medical benefits plan pursuant to this provision may continue to do so for as long as they are eligible to receive long-term disability benefits.
- 874 8. The cost of medical benefits for eligible dependents in the following category shall be paid in full by the Faculty Member:
- 875 a. Eligible sponsored dependents other than a spouse, additional eligible adult or children less than twenty-six (26) years of age, related to the Faculty Member by blood or marriage or who reside in the Faculty Member's household. Such sponsored dependents must depend on the Faculty Member for more than one-half (1/2) of their support and must have been reported on the Faculty Member's most recent income tax return.
- 876 9. A Faculty Member's medical benefits plan shall terminate effective at the end of the month in which the Faculty Member is terminated, is laid off, the group medical benefits plan terminates, or the Faculty Member goes on unpaid leave, resigns, or retires, except as otherwise provided in this Agreement.
- 877 10. In many cases COBRA requires that the opportunity to continue medical and dental benefits be extended:
- 878 a. to Faculty Members who voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or who have reduced their hours or had their hours reduced to such extent that they are ineligible for coverage;
- 879 b. to surviving spouses, additional eligible adults and dependents upon the death of a Faculty Member;
- 880 c. to spouses and dependent children in the event of a divorce or additional eligible adult on termination of eligibility for AEA benefits.
- 881 d. to dependent children who exceed the plan's age limitations;
- 882 e. to spouses, additional eligible adults and dependents of Faculty Members who become entitled to Medicare coverage.
- 883 11. Faculty Members and the spouses or additional eligible adults and dependents of Faculty Members who are eligible to continue medical and dental coverage under COBRA may do so for the period mandated in the individual's circumstances by COBRA. For benefits lost by Faculty Members and their spouses or additional eligible adults and dependents due to a Faculty Member's termination of employment or reduction in hours, that period is determined by the U.S. Department of Labor. For benefits lost by spouses or additional eligible adults and dependents of a Faculty Member due to the occurrence of other events that trigger COBRA coverage. In accordance with COBRA, EMU shall require payment of a

premium for the period of coverage continuation and shall charge up to the maximum premium allowed by COBRA.

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

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

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

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

Maximum Coverage level is \$275,000.

887 2. To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Faculty Member must individually enroll and make proper application for such coverage at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. Faculty Members who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

888 3. Provided proper application and enrollment is made by a Faculty Member, EMU shall pay the cost for maintaining the benefits plan described above, subject to the same rules set forth in Section C.5. above for the payment of group medical benefit cost.

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

890 5. The group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that a Faculty Member is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, when a Faculty Member terminates his/her employment with EMU, he/she

is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the Faculty Member may convert his/her group life insurance, without medical examination, to an individual benefits plan. The Faculty Member shall pay the full cost of such individual benefits. Plan options and availability shall be determined by the insurer.

- 891 6. Faculty Members laid off or on unpaid leave shall be eligible to continue their group life and accidental death and dismemberment insurance benefits as provided for in Articles VIII.E.3. and XI.L.5., respectively.

892 **E. Dental Care Benefits**

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

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

Dental Care Benefits	Dental Care Plan Pays	Faculty Member Pays
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	80%	20%
Restorative ¹	80%	20%
Periodontics ¹	80%	20%
Endodontics ¹	80%	20%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

896 Maximum Contract Benefit
¹ \$1,000 per person total per contract year.
² Lifetime maximum benefit of \$1,500 per person.

897 Each individual qualified and receiving dental care benefits will receive two cleanings at any time per calendar year.

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

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

additional eligible adult qualifies as a dependent under IRS regulations and provides proof of such by January 1.

- 900 4. Except as otherwise provided in this Agreement, a Faculty Member's dental care benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the dental care benefits plan terminates, or the Faculty Member goes on an unpaid leave, resigns, or retires except as otherwise provided in this Agreement. However, a Faculty Member may continue his/her dental care benefits at his/her own expense for the period mandated in the Faculty Member's circumstances by COBRA and as provided in Section C.10. and 11. of this Article, and in Articles VIII.E.3. and XI.L.5.
- 901 **F. Long-Term Disability Benefits**
- 902 1. EMU agrees to provide and maintain group long-term disability benefits for Faculty Members commencing on the first day of the month after ninety (90) days of regular employment. Such benefits shall be equal to sixty-five percent (65%) of the Faculty Member's regular monthly earnings, up to a maximum benefit of \$7,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible Faculty Members whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible Faculty Members whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner.
- 903 2. To qualify for long-term disability benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan, until such time as he/she enrolls and makes proper application with the Benefits Office.
- 904 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the premium for maintaining the above described benefits subject to the same rules set forth in Section C.5. above for the payment of group medical benefit costs.
- 905 4. Changes in benefits amounts based on changes in annual base salary occur effective with the effective date of the change in annual base salary. Base salary excludes supplemental appointments and any other extra compensation.
- 906 5. Except as otherwise provided in this Agreement, a Faculty Member's long-term disability benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, a Faculty Member on an unpaid leave who is engaged in full-time study for an advanced degree shall be eligible to continue his/her long-term disability benefits as provided for in Article XI.L.5.

- 907 **G. Workers' Compensation Benefits**
- 908 EMU shall insure all Faculty Members for on-the-job injuries in accordance with the Michigan Workers' Compensation statutes.
- 909 H. University Business Travel Insurance Coverage**
- 910 1. EMU shall provide and maintain for all full-time Faculty Members traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of \$100,000 for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to any one (1) Faculty Member shall be proportionately reduced based on the number of individuals making claim.
- 911 2. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be provided for in EMU's policy with its carrier.
- 912 **I. University Business Travel Automobile Insurance Coverage**
- 913 1. EMU agrees to include Faculty Members as additional insureds under its automobile insurance coverage. Such coverage shall provide bodily injury and property damage liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first dollar basis (no deductible) for Faculty Members operating a University-provided automobile.
- 914 2. This coverage shall also apply for Faculty Members operating a vehicle not provided by EMU while on University business. However, this coverage shall be secondary to (in excess of) any other coverage provided on behalf of the Faculty Member, such as a personal automobile policy. Where other coverage is not provided the Faculty Member, EMU's automobile policy shall apply with a deductible. The deductible shall be equivalent to the limits of mandatory automobile coverage required by the state of Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury; \$10,000 property damage).
- 915 3. All other specific terms, conditions, limits of liability, and exclusions applicable to this insurance shall be as provided for in EMU's policy with its carrier.
- 916 **J. Parking**
- 917 EMU shall provide parking at no charge for all Faculty Members.
- 918 **K. Banking**
- 919 1. Credit Union
- 920 EMU shall provide Faculty Members with optional payroll deductions for the EMU Credit Union.
- 921 2. Direct Deposits

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

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

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

925 1. Policies

926 a. Travel at EMU expense shall be subject to the advance approval of the
appropriate account executive.

927 b. Applications for approved travel at EMU expense shall be submitted
on an appropriate form. Completed applications should be made to the
appropriate account executive at least five (5) working days before a
trip is taken.

928 c. Costs of travel are charged to the departmental account of the
authorizing office.

929 d. Reservations, schedules, and all arrangements for travel and lodging
are the responsibility of the traveler.

930 2. Travel Allowances

931 Reimbursement for ordinary expenses incurred in travel for EMU is made
according to the following schedule of approved travel and subsistence
allowances:

932 a. Commercial Transportation: Economy Fare

933 b. Personal Motor Vehicle: IRS Rates

934 Reimbursement for use of personal motor vehicles shall not exceed the
equivalent of economy airfare.

935 c. Lodging and Meals

Lodging	Actual/Reasonable supported by receipts
Breakfast	Actual/Reasonable supported by receipts
Lunch	Actual/Reasonable supported by receipts
Dinner	Actual/Reasonable supported by receipts
Note:	Tips are included in the above meal allowances.

936 d. Miscellaneous

(1) Conference registration Fees	Actual Cost
(2) Tips (hotel only)	\$1.00
(3) Parking	Actual Cost
(4) Telephone call/Telegraph, EMU business only	Actual Cost
(5) Toll roads and bridges	Actual Cost
(6) Area Travel, such as limo to and from terminals	Actual Cost

- 937 e. Receipts are required for:
(1) Lodging
(2) Toll roads and bridges
(3) Commercial transportation (plane tickets, etc.)
(4) Conference registration fee
(5) Parking over \$1.00
- 938 f. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the Dean or Department Head. An explanation is required on the Travel Voucher, including the name of the convention. Membership dues to any organization are not reimbursable.
- 939 g. The travel and subsistence reimbursement rates established herein above shall be increased or decreased consistent with such rates as may be established in the future by EMU as general policy for EMU employees.

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

- 941 1. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Faculty Member.
- 942 2. A Faculty Member shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 943 a. The Faculty Member must have completed one (1) year of service prior to the first (1st) day of classes of the term or semester for which he/she plans to register.
- 944 b. A completed application for tuition waiver must be approved by the Benefits Office according to these timelines:
- 945 A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 946 c. Failure to submit an application for approval within the required timelines may forfeit the employee's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Faculty Member.
- 947 d. The Faculty Member must agree to reimburse EMU for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by EMU for tuition waiver benefits forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of the regular paycheck every pay period (unless the Faculty Member is terminating, in which case the entire amount may be deducted) or other appropriate means.

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

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

- 955 1. A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses or additional eligible adults and/or dependent children of Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or additional eligible adult, and/or dependent child. It is the intent of the University to provide only a fifty percent (50%) tuition waiver to any individual dependent regardless of the fact that both parents may work for the University.
- 956 2. A Faculty Member’s spouse or additional eligible adult, and/or dependent child shall be eligible for a tuition waiver if he/she presents evidence to the EMU Benefits Office confirming that:
- 957 a. He/she is the spouse or additional eligible adult, or dependent child of a Bargaining Unit member. Dependent children shall be defined as: (a) legally dependent children of eligible staff; and (b) children who have eligible staff as their legal guardian.
- 958 b. He/she has satisfied all admission requirements and is eligible to enroll for courses.

- 959 3. A completed application for tuition waiver must be approved by
the Benefits Office during the timelines outlined below:
- 960 a. A completed application for tuition waiver must be submitted to the
Benefits Office for approval no later than the payment deadline for
100% drop announced in the Class Schedule Book for the applicable
semester.
- 961 4. Failure to submit an application for approval within the required timelines
may forfeit the spouse or additional eligible adult, and/or dependent's
eligibility for that term. Upon approval by the Benefits Office, the
application will be mailed to the Faculty Member.
- 962 5. A Faculty Member's spouse or additional eligible adult, and/or dependent
child shall be subject to all University Academic standards, policies and
practices and may be refused admission to the University, enrollment in
courses, or continued enrollment at Eastern Michigan University the same
as any other student of the University.
- 963 6. Tuition waiver benefits eligibility for a spouse or additional eligible adult,
and/or dependent child shall cease at the end of the semester in which the
Faculty Member terminates his/her employment with the University. If the
spouse or additional eligible adult, and/or dependent child drops or
withdraws from courses during the one hundred percent (100%) drop
period, any refund applicable to the tuition waiver shall revert to the
University. If the student drops classes after the one hundred percent
(100%) drop, he or she shall reimburse the University in full for all tuition
previously waived by the University.
- 964 7. A Faculty Member's spouse or additional eligible adult and/or dependent
child shall forfeit tuition waiver benefits and must reimburse the full cost of
such benefits to EMU if:
- 965 a. A grade of "pass", or "C" or above is not achieved in any course for
which tuition waiver is obtained. (Grades of "C-" are unacceptable.)
- 966 b. A mark of "Incomplete" (I) is received and not converted to a passing
grade within one (1) year following termination of the semester in
which the course was taken, or the date the Faculty Member's
employment terminates, whichever is earlier.
- 967 c. The Faculty Member's spouse or additional eligible adult and/or child
withdraws from a course after the date specified in the course bulletin
for one hundred percent (100%) tuition refund. Exceptions may be
made upon a showing of appropriate cause by the Faculty Member
(e.g. prolonged incapacitating illness, etc.). Appeals for exception
shall be made through the regularly established appeal process in the
Student Accounting and Benefits Offices.
- 968 **O. Payment of Unused Accumulated Paid Sick Leave Benefits**
- 969 1. A Faculty Member hired prior to July 1, 1979, who satisfies the minimum
age and service requirements hereinafter provided and separates from
employment with EMU for retirement purposes, shall be paid fifty percent

(50%) of his/her Unused Accumulated Paid Sick Leave, as provided for in Article XI.A.1., effective the date of his/her termination. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of termination.

970 2. Age and Service Requirements

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

972 a. The Faculty Member shall be at least fifty-five (55) years of age and
must have completed fifteen (15) years of regular full-time service at
EMU as of the date of separation; or

973 b. The Faculty Member shall be at least sixty (60) years of age and must
have completed ten (10) years of regular full-time service at EMU as of
the date of separation.

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

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

976 **P. Flexible Spending Account**

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

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

ARTICLE XX. RETIREMENT BENEFITS

979 **A. Types of Retirement Programs**

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

- 981 **B. Retirement**
- 982 1. Eligibility and Notice
- 983 If possible, a Faculty Member planning to retire should inform his/her Department Head one (1) year in advance of his/her anticipated date of retirement. Upon request, a retiring Faculty Member shall be provided a review and other considerations of retirement benefits (e.g., library, parking, Rec/IM, etc.) through EMU's Benefits Office.
- 984 2. Retirement Programs
- 985 a. Faculty Members may participate in one (1) of the following retirement Programs:
- 986 (1) Michigan Public School Employees Retirement System (MPSERS); (available only to Faculty Members hired after January 1, 1996 who have prior MPSERS service at one of the following Michigan Universities: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University and Western Michigan University.) Faculty who were enrolled in the plan as of December 31, 1995 are permitted to remain in the plan.
- 987 (2) Teachers Insurance and Annuities Association-College Retirement Equities Fund (TIAA-CREF).
- 988 (3) At least one additional defined contribution plan.
- 989 b. Each Faculty Member must elect to participate in one (1) of these retirement programs within ninety (90) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who does not make such an election within this time period shall automatically be enrolled in the TIAA-CREF Defined Contribution Plan. Once a Faculty Member has been so enrolled such enrollment is final and cannot be changed.
- 990 c. EMU Contributions
- 991 (1) EMU shall contribute the amount specified annually by the state of Michigan for each Faculty Member participating in the Michigan Public School Employees Retirement System.
- 992 (2) For Faculty Members who participate in one of the defined contribution plans, EMU shall contribute to the retirement plan eleven percent (11%) of the Faculty Member's earnings for the academic year.
- 993 (3) Tax Deferred Annuities
- 994 EMU agrees to continue to provide Tax Deferred Annuity Programs for Faculty Members.

- 995 3. Death Benefits
- 996 Faculty Members who terminate their employment with EMU for retirement purposes, and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full time service at EMU, or are at least sixty (60) years of age with ten (10) years of full time service at EMU, shall be provided a death benefit in the amount of seven thousand dollars (\$7,000) which shall be payable by EMU upon the Faculty Member's death to his/her designated beneficiary.
- 997 4. Group Medical Benefits
- 998 EMU's contribution to medical benefits, dental benefits, long-term disability benefits and all other fringe benefits shall terminate effective the day following the Faculty Member's last day of active employment with EMU [coverage for medical and dental shall continue until the end of the current calendar year quarter (e.g. if a Faculty Member retires in April, his/her coverage will continue until June 30 unless otherwise provided in this Agreement. If a Faculty Member retires in December, his/her coverage will continue until December 31)]. EMU's contribution to the retirement plan will also terminate effective the day following the Faculty Member's last date of active employment with EMU.
- 999 Faculty Members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service to EMU, or are at least sixty (60) years of age with ten (10) years of full-time service at EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document unless otherwise provided in this Agreement. Faculty Members electing to continue their group medical benefits shall pay the full cost of such continued benefits. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.
- 1000 5. Medical Benefits for Defined Contribution Plan Retirees
- 1001 a. Faculty Members enrolled in a defined contribution plan who retire prior to age 65 have one (1) of two (2) insurance options available to them:
- 1002 (1) Blue Cross/Blue Shield Option
- 1003 Faculty Members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service at EMU, or are at least sixty (60) years of age with ten (10) years of full-time service at EMU, shall be eligible,, until age

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

- 1004 EMU shall supplement the cost of such coverage up to but not to exceed one hundred thirty dollars (\$130) per month. The remainder of any cost for such coverage is to be borne by the retiree.
- 1005 b. Medical Benefits for Defined Contribution Plan Retirees at Age 65
- 1006 The University shall reimburse Bargaining Unit members enrolled in a defined contribution plan who separate from employment with EMU for retirement purposes for costs associated with medical insurance that supplements Medicare Part A, and Part B, provides for prescription drug benefits under Part D, or replaces traditional Medicare coverage with a federally-approved Medicare Advantage Plan subject to the following limitations:
- 1007 (1) The Bargaining Unit member shall have attained at least sixty-five (65) years of age and shall have completed at least ten (10) years of regular full-time service at EMU.
- 1008 (2) EMU shall supplement the cost of such coverage up to but not to exceed one hundred sixty dollars (\$160) per month. for all eligible retired faculty. The remainder of any cost for such coverage is to be borne by the retiree.
- 1009 (3) In the event that the retiree becomes eligible for or is covered by any other medical benefits plan after having attained age sixty-five (65), he/she shall forfeit all rights to said EMU provided reimbursement for supplement insurance for the period of time that he/she is eligible for, or is covered by, any other medical benefits plan.
- 1010 (4) The retiree must pay for the coverage and provide the Benefits Office with proof of payment for said supplemental insurance on a calendar year quarterly basis to be eligible for reimbursement.
- 1011 (5) Retirees shall receive reimbursement for the above provided supplemental insurance within thirty (30) days following each

calendar year quarter that proof of payment is submitted to EMU's Benefits Office.

- 1012 6. A retiree who meets the age and service requirements described in Section B.4. and 5. above, and who is eligible to continue his/her group medical benefits under COBRA will be offered the opportunity to continue those benefits at his/her own expense at a premium permitted by COBRA (see Article XIX.C.11., above), for the period mandated in the retiree's circumstances by COBRA (which will usually be the shorter period of: (1) eighteen (18) months from the period between the last date of employment, or (2) the retiree's last date of employment and the date upon which the retiree becomes entitled to Medicare), as an alternative to the contractual retirement benefits described in Section B.4. and 5., above. Such retirees who are eligible to continue dental benefits under COBRA will be offered the opportunity to continue those benefits at their own expense at a premium permitted by COBRA for the period mandated in the retiree's circumstances by COBRA.
- 1013 The election to continue medical and/or dental benefits under COBRA must be made within sixty (60) days from the later of: (1) the date upon which the retiree's medical and/or dental benefits terminate due to his/her retirement, or (2) the date upon which the retiree receives a notice from EMU's Benefits Office that he/she is entitled to continue coverage under COBRA.
- 1014 7. A retiree who does not meet the age and service requirements described in Section B.4. and 5., above, and who is eligible to continue his/her group medical benefits under COBRA will be offered the opportunity to continue those benefits at his/her own expense at a premium permitted by COBRA (See Article XIX.C.11., above) for the period mandated in the retiree's circumstances by COBRA (which will usually be the shorter period of: (1) eighteen (18) months from the retiree's last date of employment or (2) the period between the last date of employment and the date upon which the retiree becomes entitled to Medicare).
- 1015 The election to continue medical and/or dental benefits under COBRA must be made within the period described in Section B.5.b.5., above.
- 1016 8. Dental Benefits for Defined Contribution Plan Retirees
- 1017 a. Faculty Members enrolled in a defined contribution plan who retire on or after the date of the contract ratification shall have one dental plan available to them:
- 1018 (1) Delta Dental Plan
- 1019 Faculty Members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service at EMU, or are at least sixty (60) years of age with ten (10) years of full-time service at EMU, shall be eligible to continue dental benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document. Faculty Members electing to continue their dental benefits shall be placed in a separate group for rating purposes comprised of retirees only. The retiree shall pay the full cost of such continued dental benefits.

Proper application and arrangements for payment of continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

- 1020 9. Emeritus Status
- 1021 Any member of the department, including the Department Head, may nominate for emeritus status a retiring colleague who has served the University for at least fifteen (15) years. The Department Head shall forward the nomination with his/her recommendation to the Dean of the appropriate college. The Dean shall forward the nomination with his/her recommendation to the Provost and Executive Vice President. If the Provost supports the nomination, he/she shall forward it to the EMU Board of Regents. Once the Regents have acted on the nomination, the Provost will notify the retiring Faculty Member of the Regents' decision.
- 1022 The University will encourage Emeritus Faculty to remain a part of the academic community through a variety of benefits:
- 1023 a. An Emeritus Faculty Photo ID Card
- 1024 b. An annual parking permit
- 1025 c. A campus mailbox in his/her former department upon written request to the Department Head
- 1026 d. A retiree life insurance benefit pursuant to Article XX, Section B.3.
- 1027 e. Complimentary Rec IM membership
- 1028 f. Two complimentary tickets to each sporting event
- 1029 g. Two complimentary tickets to each EMU production (plays, concerts, etc.). Campus Life, Guest Artists and Speakers series are excluded
- 1030 h. A subscription to Focus EMU and other institutional publications including the annual University Directory
- 1031 i. A campus e-mail address
- 1032 j. The right to participate in academic processions and convocations
- 1033 k. Use of the Library
- 1034 l. The opportunity to audit classes without credit, tuition, or the need to follow regular enrollment procedures. However, approval to audit must be granted by the instructor and program fees may be assessed.

- 1035 10. Waiver of Employment Rights
- 1036 On the effective date of retirement, the Faculty Member shall waive any and all claims of whatever nature, whether under state or federal laws, this Collective Bargaining Agreement, or EMU policies, which arise out of his/her employment with EMU except as otherwise enumerated in the Agreement. By way of illustration and not by way of limitation, Faculty Members shall waive any and all retention of priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefits plans other than group medical benefits as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.
- 1037 11. Irrevocability
- 1038 Once an individual's notice of retirement has been tendered to and is accepted by EMU, it shall be irrevocable.

ARTICLE XXI. DEATH BENEFITS

- 1039 **A. Accrued Wages**
- 1040 All accrued wages earned and unpaid as of the date of a Faculty Member's death shall be paid pursuant to applicable Michigan law.
- 1041 **B. Payment of Unused Accumulated Paid Sick Leave Benefits**
- 1042 A Faculty Member hired prior to July 1, 1979, who dies during the course of his/her employment with EMU, and who otherwise satisfies the eligibility criteria set forth in Article XIX.O.2. of this Agreement for a retirement benefit in the amount of fifty percent (50%) of his/her accumulated paid sick leave, if any, shall be entitled to have said amount paid as a death benefit pursuant to applicable Michigan law to his/her designated beneficiary or estate. Such payment will be made at the Faculty Member's regular rate of pay as of the date of death.

ARTICLE XXII. HEALTH AND SAFETY COMMITTEE

- 1043 Pursuant to the General Duty Clause (Section 5 (a) (1) of the Occupational Safety and Health Act of 1970 as amended, Eastern Michigan University recognizes its obligation to provide a safe and healthful working environment for employees. EMU and the Association recognize their obligation to cooperate in maintaining and improving a safe and healthful working environment, including buildings and grounds that are safe, well lit and maintained and facilities that are clean and well equipped. The parties agree to use their best efforts jointly to achieve these objectives.
- 1044 To this end, the Association President or his/her designee shall be permitted to serve on the University's Health and Safety Committee. The Association's University Health and Safety Committee Representative will be provided regular and timely access to all information and data necessary to carry out his/her duties.
- 1045 The Association and EMU recognize that the Health and Safety Committee has established procedures for receiving and handling health and safety related issues and

recommending the elimination and/or controlling of unsafe conditions liable to cause injury or illness to employees.

- 1046 It is specifically agreed and understood that any recommendations made by the Association on health and safety issues shall be considered as purely advisory in their nature. The Association may forward health and safety concerns to the Health and Safety Committee for its consideration and agrees that it will first attempt to resolve problems through this channel, whenever possible. In making a request to the Health and Safety Committee, the Association will include as complete an identification of the unsafe condition as possible and may make recommendations for addressing said condition, supported by cost projections for implementation if reasonably ascertainable, and such other documentation as may be appropriate for a complete and thorough understanding of the problem and the accompanying recommendations for resolution.
- 1047 The Association agrees to seek remedies through the Health and Safety Committee whenever practicable. Nothing, however, shall preclude the Association from seeking remedies on its own when, in its opinion, the Committee is unavailable or unwilling to assist or when the Committee has been unable to achieve a satisfactory resolution. If EMU's failure to correct the unsafe condition liable to cause injury or illness to Faculty Members is in violation of the parties' Master Agreement, the issue shall then be subject to Article VII.
- 1048 EMU will provide, at its expense, all required training and vaccinations for Faculty Members.

ARTICLE XXIII. SPECIAL CONFERENCES

- 1049 At the request of the Association or EMU, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern. Any agreements reached in such conferences shall be reduced to writing and signed by the parties.
- 1050 All such conferences shall be arranged through the President of the Association or his/her designated representative and the Assistant Vice President for Academic Affairs, or his/her designated representative.

ARTICLE XXIV. STRIKES AND LOCKOUTS

- 1051 It is agreed that on the part of the Association there shall, during the term of this Agreement, be no strike, stoppage of work or slowdown, and on the part of EMU, no lockout.
- 1052 In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages provided that the Association complies fully with the following:
- 1053 1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.

- 1054 2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those Faculty Members responsible for or participating in such violation, stating to them that:
- 1055 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- 1056 b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.
- 1057 c. The Association instructs the Faculty Members to immediately return to their respective jobs, and submit any grievances they may have through the grievance procedure provided for in the Agreement.

ARTICLE XXV. BOARD POLICIES

- 1058 General personnel policies, applicable to Faculty Members and formally approved by the Board of Regents prior to the date of this Agreement and not otherwise modified or referenced herein, shall only be changed after notification to the Association of intent to change and negotiation to agreement or to impasse relative to the proposed change.

ARTICLE XXVI. COMPUTATION OF WORK TIME

- 1059 In those instances in which the computation of the number of hours in a regular Faculty Member's workday, workweek or academic work year is necessary, the following formula shall apply:
- 1060 One (1) full-time academic year or its equivalent = 34 weeks
- 1061 One (1) full-time academic year or its equivalent = 1,360 hours
- 1062 Faculty appointments of less than full-time shall be prorated in accordance with the above formula.

ARTICLE XXVII. NOTIFICATION

- 1063 The following procedures shall satisfy notification requirements in this Agreement:
- 1064 A. Delivery to a Faculty Member
- 1065 Delivery of written notice to a Faculty Member means: (1) handing it to the Faculty Member personally; or (2) leaving it at his/her office with his/her departmental secretary; or (3) leaving it at his/her last known residence with some person of suitable age and discretion residing therein.
- 1066 B. Mailing
- 1067 Notification by mail shall be deemed to have occurred as of the date posted at a bona fide off-campus United States Postal Service Office and addressed to the Faculty Member's last known residence.

ARTICLE XXVIII. OTHER PROVISIONS

1068 A. Agreement Construction

1069 The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

1070 B. Saving Clause

1071 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party thereto, EMU and the Association shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

1072 C. Graduate School

1073 Rules, policies and regulations pertaining to graduate programs are determined by the Graduate School to the extent that no such rule(s), policy(ies) or regulation(s) or modification thereof shall be contrary to the clear and express terms of this Agreement, nor shall any such rule(s), policy(ies), regulation(s), or rates be administered to detract from rights clearly and expressly given to the Association or its members by the terms of this Agreement. The introduction or modification of rules, policies, or regulations that require Faculty input under the provisions of Article XIII.A. shall be forwarded to the appropriate Faculty body (e.g., departmental committee, college council, Faculty Senate) for consideration and recommendation prior to implementation by the University.

ARTICLE XXIX. DURATION AND AMENDMENT

1074 Agreement shall continue in full force and effect from September 1, 2012 to and including August 31, 2015. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) calendar days prior to the expiration of the Agreement.

1075 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

1076 In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this 15th day of August, 2012.

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EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS

James Carroll, III
Chief Negotiator

Susan Moeller, Chief Negotiator

Christine Karshin, Department Head
Health Promotion and Human Performance

Julie Berger, Contract Administrator

Rhonda Longworth, Assoc. Vice President
Academic Programming

Joe Bishop, Professor
Teacher Education

Todd Ohmer, Asst. to Vice President
Business and Finance

Howard Bunsis, Professor
Accounting and Finance

David Woike, Int. Asst. Vice President
Academic Affairs

Robert Jones, Associate Professor
Geography and Geology

Appendix A MFA Equivalency

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

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

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

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

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Chief Negotiator

Susan Moeller, Chief Negotiator

Appendix B Prior Learning Portfolio Payment

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

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

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Susan Moeller, Chief Negotiator

Appendix C Short Term Service Parking

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

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

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Susan Moeller, Chief Negotiator

Appendix D Joint Committee on Course Equivalencies

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

It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that a Joint Study Committee on Faculty Course Equivalencies will be formed to study the factors for which equivalency credit [towards meeting the contractual credit hour norm] may be awarded, as described in Article IX.D. of the EMU-AAUP Collective Bargaining Agreement.

This committee shall be formed by no later than November 1, 2012 and shall consist of up to ten (10) voting members. Additional individuals may be invited to attend meetings agreed to by the committee. Five (5) members will be selected by the EMU-AAUP and five (5) members will be selected by the Provost and Vice President for Academic Affairs. The parties will each designate a co-chair from their respective committee members.

The Joint Committee is charged with:

- Gathering data about the teaching loads assigned to faculty members including the provision of equivalency credit, released time, and overload teaching assignments to faculty members.
- Gathering data on the process by which equivalency credit, released time and overload assignments are provided in each department and/or in consultation with the Dean.
- Analyzing this data and providing their findings to the President of the EMU-AAUP and to the Provost and Vice President for Academic Affairs by no later than March 31, 2014.
- Gather data on the proportion of credit hours taught by tenure-track faculty, within each Department, as this proportion relates to staffing levels in the department over time.

It is further specifically understood and agreed by the parties to this Agreement that the provisions stated above are consistent with the Collective Bargaining Agreement between EMU and the AAUP, and therefore, that the provisions herein will not alter, modify, or otherwise establish precedent for future interpretation or application of that Agreement.

James Carroll, III
Chief Negotiator

Susan Moeller, Chief Negotiator

Appendix E Voluntary Phased Retirement (VPR)

Faculty members who are at least 55 years of age and who have at least 15 years of full-time service as EMU faculty or who are at least 60 years of age and who have at least 10 years of full-time service as EMU faculty have the option to enter into a Voluntary Phased Retirement (VPR) agreement with EMU. The faculty member must sign such an agreement by March 15 of the academic year preceding participation in VPR. By signing this agreement the faculty member agrees to retire at the end of the VPR agreement under the provisions of the contract. The agreement to retire by the end date of the agreement is binding; however a faculty member can decide to retire earlier than the end date of the agreement through the standard procedure described in Article XX, Section B.

The department head or school director shall approve a requested VPR by March 31 prior to the Fall semester in which the VPR will be effective. However, the department head or school director may defer the start of a VPR by one calendar year due to core programmatic requirements.

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

VPR Options

The VPR agreement creates an irrevocable intent to retire at the end of a period not to exceed three academic years from the Fall Semester in which the VPR commences. [For example, faculty signing an agreement by March 15 agrees to retire by no later than the last day of the first, second, or third academic year following the initial notification of intent.] Participation in VPR means that a faculty member's workload will be reduced to 50%, which can be configured as 50% in both Fall and Winter semesters, or 100% in the Fall semester and 0% in the Winter semester. The division of the appointment may be different in each year of the VPR agreement, but must be set by the faculty member at the time the agreement is signed.

Faculty members under a VPR agreement remain eligible for teaching in any summer semester. The faculty member's pay is 50% of their annual base salary and is paid as allowed by the contract either over 24 pays or 16 pays as elected by the faculty member. The employer retirement contribution is based on the faculty member's earnings for the academic year.

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

James Carroll, III
Chief Negotiator

Susan Moeller, Chief Negotiator

Appendix F Department Evaluation Document Review

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

It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that the Assistant Vice President for Academic Affairs and the President of the EMU-AAUP (or their designees) will meet no later than November 1, 2012 to:

- Examine the format and standard information to be included in all DEDs
- Construct an updated, streamlined template for DEDs

No later than April 2014 (effective September 1, 2014), each department shall:

- Review and reformat DEDs using the template approved by both EMU & the EMU-AAUP
- Review standards for promotion and tenure
- Eliminate reduction-sliding criteria based upon the number of years in rank

DEDs with formatting changes only will not require approval of the DED committee; the reformatted DEDs will be submitted to the Assistant Vice President for Academic Affairs no later than April 2014. If changes are made to the standards, the changes will need to be submitted through the process outlined in Article XIII of the Master Agreement no later than February 1, 2014 for approval by the DED committee.

It is further specifically understood and agreed by the parties to this Agreement that the provisions stated above are consistent with the Collective Bargaining Agreement between EMU and the AAUP, and therefore, that the provisions herein will not alter, modify, or otherwise establish precedent for future interpretation or application of that Agreement.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AAUP

DATE:

DATE:

James Carroll, Chief Negotiator
Interim Associate Provost and Associate
Vice President for Research

Susan Moeller, Chief Negotiator
Professor, Finance

Appendix G Health Care Options

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

References to “Community Blue PPO” refer to “Community Blue PPO-Option 5”

References to “a HMO” refer to “PCP Focus Network HMO”

References to “a HSA” refer to “HSA-Flexible Blue”

Community Blue PPO – Option 5

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$250 for one member,\$500 for two person, \$750 for the family Note: Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$1,500 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$20 copay for office visits except for chiropractic which is \$15 • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent coinsurance Note: Coinsurance applies once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 30% of approved amount for most other covered services
Annual coinsurance dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays	\$1,000 for one member, \$2,000 for two or more members each calendar year	\$2,500 for one member, \$5,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

In-network

Out-of-network *

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. <hr style="border-top: 1px dashed black;"/> <p style="text-align: center;">One per member per calendar year</p>	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay. <hr style="border-top: 1px dashed black;"/> <p style="text-align: center;">One per member per calendar year</p>	70% after out-of-network deductible

Physician office services

Office visits	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	90% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care visits	\$20 copay per office visit	70% after out-of-network deductible, must be medically necessary

In-network

Out-of-network *

Emergency medical care

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible

Diagnostic services

Laboratory and pathology services	90% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	70% after out-of-network deductible

Maternity services provided by a physician

Prenatal and postnatal care	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Delivery and nursery care	90% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	70% after out-of-network deductible
Unlimited days		
Inpatient consultations	90% after in-network deductible	70% after out-of-network deductible
Chemotherapy	90% after in-network deductible	70% after out-of-network deductible

Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible Limited to a maximum of 120 days per member per calendar year	90% after in-network deductible
Hospice care	100% (no deductible or copay) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay)
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	70% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	70% after out-of-network deductible

In-network

Out-of-network *

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Experimental and bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	70% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See “Annual copay dollar maximums” section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	90% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Outpatient mental health care:		
• Facility and clinic	100% (no deductible or copay)	70% after out-of-network deductible
• Physician's office	100% (no deductible or copay)	70% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	100% (no deductible or copay)	70% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Other covered services

Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	70% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	70% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$15 copay per office visit	70% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	70% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Infertility services – Medical evaluation, diagnostic services and assisted reproductive technology	90% after in-network deductible	70% after out-of-network deductible
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible

Blue Preferred[®] Rx Prescription Drug Coverage Triple-Tier Copay

Specialty Drugs – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under “I am a Member.” If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

		* Network mail order provider	Network pharmacy	Non-network pharmacy
Tier 1 – Generic or prescribed over-the- counter drugs	1 to 34- day period	\$5 copay	\$5 copay	\$5 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	35 to 83- day period	\$12.50 copay	No coverage	No coverage
	84 to 90- day period	\$12.50 copay	No coverage	No coverage
Tier 2 – Formulary brand-name drugs	1 to 34- day period	\$25 copay	\$25 copay	\$25 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	35 to 83- day period	\$62.50 copay	No coverage	No coverage
	84 to 90- day period	\$62.50 copay	No coverage	No coverage
Tier 3 – Nonformulary brand-name drugs	1 to 34- day period	\$50 copay	\$50 copay	\$50 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	35 to 83- day period	\$125 copay	No coverage	No coverage
	84 to 90- day period	\$125 copay	No coverage	No coverage

*** Network mail order provider**

Network pharmacy
(not part of the 90-day retail network)

Non-network pharmacy

Covered services

FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

* **Note:** BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM custom formulary	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> ▪ Tier 1 (generic) – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. ▪ Tier 2 (formulary brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay. ▪ Tier 3 (nonformulary brand) – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.
Drug interchange and generic copay waiver	<p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Quantity limits	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com.</p>

Mandatory preauthorization	A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy , an initial step in the “Prior Authorization” process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com . Log in under “I am a Member” and click on “Prescription Drugs.”
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Optional riders

Rider CI , Contraceptive injections Rider PCD , Prescription contraceptive devices Rider PD-CM , Prescription contraceptive medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered). Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.
Rider XBPPE, exclude coverage for select over-the-counter drugs; dosage and quantity limits	Excludes coverage for certain over-the-counter drugs and eliminates authorization requirements for select prescription drugs, and dosages and quantities of drugs.
PRX-MM Mandatory MAC Program	Requires the member to pay the difference between the maximum allowable cost of the generic drug and the BCBSM approved amount for the brand name drug, plus the member's copay and/or deductible, if applicable.

PCP Focus Network - HMO

	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Deductible, Copays and Dollar Maximums		
<small>Note: The Deductible will apply to certain services as defined below.</small>		
Deductible	\$500 per member/\$1,000 per contract per calendar year	\$1,500 per member/\$3,000 per contract per calendar year
Fixed Dollar Copays	\$5 for allergy injections	\$5 for allergy injections
	\$20 for office visits	\$35 for office visits
	\$20 for urgent care visits	\$50 for urgent care visits
	\$100 for emergency room visits	\$100 for emergency room visits
Coinsurance	No fixed dollar copay for ambulance services. See below for applicable coinsurance.	No fixed dollar copay for ambulance services. See below for applicable coinsurance.
	\$20 for referral physician visits	\$45 for referral physician visits
Copay Dollar Maximums	50% for select services as noted below	50% for select services as noted below
	20% for select services as noted below	30% for select services as noted below
Fixed Dollar Copay Maximum	None	None
Coinsurance Maximums - Excludes services with a 50% coinsurance	\$1,000/member, \$2,000/contract per calendar year for services noted below	\$1,500/member, \$3,000/contract/calendar year
Dollar Maximums	\$50,000 for autism treatment only	\$50,000 for autism treatment only
Preventive Services		
Health Maintenance Exam	100%	100%
Annual Gynecological Exam	100%	100%
Pap Smear Screening	100%	100%
Well-Baby and Child Care	100%	100%
Immunizations - pediatric and adult	100%	100%
Prostate Specific Antigen (PSA) Screening	100%	100%

PCP Focus Network - HMO

	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Mammography		
Mammography Screening	100%	100%
Physician Office Services		
Office Visits	\$20 Copay	\$35 Copay
Consulting Specialist Care - when referred	\$20 Copay	\$45 Copay
Emergency Medical Care		
Hospital Emergency Room (copay waived if admitted, if applicable)	\$100 Copay	\$100 Copay
Urgent Care Center	\$20 Copay	\$50 Copay
Ambulance Services - medically necessary	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Office visit copay may apply per member, per visit	Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Radiation Therapy	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	\$20 Copay	\$35 Copay
Delivery and Nursery Care	100% (For professional services. See Hospital Care for facility charges) after deductible	100% (For professional services. See Hospital Care for facility charges) after deductible

PCP Focus Network - HMO

	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Hospital Care		
General Nursing Care, Hospital Services and Supplies (unlimited days)	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Outpatient Surgery	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Outpatient Facility Visits – Non-Surgical	\$10 Copay	\$10 Copay
Alternatives to Hospital Care		
Skilled Nursing Care	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
	Up to 45 days per member per calendar year	Up to 45 days per member per calendar year
Hospice Care	100% when authorized after deductible	100% when authorized after deductible
Home Health Care	\$20 Copay	\$45 Copay
Surgical Services		
Surgery - included all related surgical services and anesthesia.	See Hospital Care for inpatient and outpatient copay	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	Male - 50% after deductible	Male - 50% after deductible
	Female – 100%	Female – 100%
Human Organ Transplants (subject to medical criteria)	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Reduction Mammoplasty (subject to medical criteria)	50% after deductible	50% after deductible
Male Mastectomy (subject to medical criteria)	50% after deductible	50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	50% after deductible	50% after deductible
Orthognathic Surgery (subject to medical criteria)	50% after deductible	50% after deductible

PCP Focus Network - HMO

	Enhanced Benefits (BCN10)	Standard Benefits (BCN10)
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Inpatient Substance Abuse Care	80%, with a 20% coinsurance after deductible	70%, with a 30% coinsurance after deductible
Outpatient Mental Health Care	\$20 Copay	\$35 Copay
Autism spectrum disorders, diagnoses and treatment – effective October 15, 2012		
Applied behavioral analyses (ABA)	\$20 copay after deductible ^a	\$35 copay after deductible ^a
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	\$20 copay after deductible	\$45 copay after deductible
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health benefit and medical office visit benefit	See your outpatient mental health benefit and medical office visit benefit
Outpatient Substance Abuse	\$20 Copay	\$35 Copay

PCP Focus Network - HMO

Other Services		
Allergy Care	50% after deductible	50% after deductible
Allergy Injections	\$5 Copay	\$5 Copay
Chiropractic Spinal Manipulation - when referred	\$20 Copay	\$45 Copay
Outpatient Physical, Speech and Occupational Therapy (80 consecutive days/episode)	\$20 Copay	\$45 Copay
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs after deductible	50% on all associated costs after deductible
Durable Medical Equipment	50%	50%
Breast Pumps (DME guidelines apply. Limited to no more than one per 24 month period)	100%	100%
Prosthetic and Orthotic Appliances	50%	50%
Weight Reduction Procedures	50% after deductible	50% after deductible
Prescription Drugs	Tier 1 - \$5 copay, Tier 2 - \$25 copay, Tier 3 - \$50 copay; with contraceptives, 30 day supply	Generic - \$10 copay, Brand - \$40 copay, Non-Formulary - \$80 copay; with contraceptives, 30 day supply
	Women's Contraceptives - Tier 1 - 100%, Tier 2 - Tier 2 Copayment/Coinsurance above applies, Tier 3 - Tier 3 Copayment/Coinsurance above applies	Women's Contraceptives - Tier 1 - 100%, Tier 2 - Tier 2 Copayment/Coinsurance above applies, Tier 3 - Tier 3 Copayment/Coinsurance above applies
	Sexual Dysfunction drugs - 50% coinsurance	Sexual Dysfunction Drugs - 50% coinsurance
Mail Order Prescription Drugs	Two times the applicable copay up to a 90 day supply	Two times the applicable copay up to a 90 day supply
Prescription Drug Deductible	None	None
Hearing Aid	Covers one hearing aid and exam every 36 months	Covers one hearing aid and exam every 36 months

Healthy Blue Living members (subscribers and covered spouse) must complete program requirements within the first 90 days of enrollment or re-enrollment. To qualify for or maintain enhanced benefits, members need to complete a health assessment and qualification form during the first 90 days and follow their primary care physician's recommendations for a healthy lifestyle. Members who use tobacco must enroll in BCN's smoking cessation program within 120 days of enrollment or re-enrollment. Members with a BMI of 30 or above must choose one of two BCN-sponsored weight management programs (Weight Watchers or Walkingspree pedometer plan) within 120 days of enrollment or re-enrollment.

HSA-Flexible Blue

In-network

Out-of-network *

Member's responsibility (deductibles, copays and dollar maximums)

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.

Deductibles Note: The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)
Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.		
Fixed dollar copays	None	None
Percent coinsurance Note: Copays apply once the deductible has been met.	20% of approved amount	40% of approved amount
Annual coinsurance dollar maximums	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

HSA-Flexible Blue

	In-network	Out-of-network *
Preventive care services, continued		
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Routine screening colonoscopy	100% (no deductible or copay) for routine colonoscopy Note: Medically necessary colonoscopies are subject to your deductible and percent copay. One routine colonoscopy per member per calendar year	60% after out-of-network deductible
Physician office services		
Office visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Urgent care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Emergency medical care		
Hospital emergency room	80% after in-network deductible	80% after in-network deductible
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible
Diagnostic services		
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

HSA Flexible Blue

	In-network	Out-of-network *
Maternity services provided by a physician		
Prenatal and postnatal care visits	80% after in-network deductible	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 90 days per member per calendar year	
Hospice care	80% after in-network deductible	80% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	80% after in-network deductible	60% after out-of-network deductible
Voluntary sterilization	80% after in-network deductible	60% after out-of-network deductible
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	80% after in-network deductible – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

HSA – Flexible Blue

In-network

Out-of-network *

Mental health care and substance abuse treatment

Note: If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following frequency limits. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care and inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care:		
• Facility and clinic	80% after in-network deductible	80% after in-network deductible, in participating facilities only
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Other covered services

Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	80% after in-network deductible	60% after out-of-network deductible
Osteopathic manipulative therapy and chiropractic spinal manipulation	Not covered	Not covered
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	80% after in-network deductible	80% after in-network deductible
Prescription drugs	Not covered	Not covered
Contraceptive injections	80% after in-network deductible	60% after out-of-network deductible
Prescription contraceptive devices	80% after in-network deductible	60% after out-of-network deductible

Flexible Blue Rx Prescription Drug Coverage

Member's responsibility (copays)

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual copay dollar maximum required under your Flexible Blue medical coverage. Benefits are not payable until after you have met the Flexible Blue annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug fixed dollar copays which are subject to your annual copay dollar maximums.

Note: Fixed dollar copays apply once the deductible has been met.

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic *plus* the applicable copay.

	Network pharmacy *	Non-network pharmacy *
Tier 1 – Generic or prescribed over-the-counter drugs	\$5 copay	\$5 copay <i>plus</i> an additional 20% of BCBSM approved amount for the drug **
Tier 2 – Formulary (preferred) brand-name drugs	\$25 copay	\$25 copay <i>plus</i> an additional 20% of BCBSM approved amount for the drug **
Tier 3 – Nonformulary (nonpreferred) brand-name drugs	\$50 copay	\$50 copay <i>plus</i> an additional 20% of BCBSM approved amount for the drug **
Mail order (home delivery) prescription drugs	Copay for up to a 30 day supply: <ul style="list-style-type: none"> • \$5 copay for Tier 1 (generic) drugs • \$25 copay for Tier 2 (formulary brand) drugs • \$50 copay for Tier 3 (nonformulary brand) drugs Copay for a 31 to 90 day supply: <ul style="list-style-type: none"> • \$12.50 copay for Tier 1 (generic) drugs • \$62.50 copay for Tier 2 (formulary brand) drugs • \$125 copay for Tier 3 (nonformulary brand) drugs 	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

* A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

** The 20% prescription drug out-of-network copay will not be applied toward your annual Flexible Blue deductible or annual copay dollar maximum.

Flexible Blue Rx Prescription Drug Coverage

Covered services

	Network pharmacy	Non-network pharmacy
FDA-approved drugs	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay plus an additional 20% prescription drug out-of-network copay
Prescribed over-the-counter drugs – when covered by BCBSM	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay plus an additional 20% prescription drug out-of-network copay
State-controlled drugs	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay plus an additional 20% prescription drug out-of-network copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay for the insulin or other covered injectable legend drug	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay for the insulin or other covered injectable legend drug plus an additional 20% prescription drug out-of-network copay
Contraceptive medications	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay plus an additional 20% prescription drug out-of-network copay
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Subject to Flexible Blue medical deductible and Flexible Blue prescription drug copay	No coverage

Flexible Blue Rx Prescription Drug Coverage

Features of your prescription drug plan

<p>Drug interchange and generic copay waiver</p>	<p>BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p>Quantity limits</p>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits. A list of these drugs is available at bcbsm.com.</p>
<p>Prescription drug preferred therapy</p>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filled for the first time of a targeted medication.</p> <p>Before filling your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at bcbsm.com, along with the preferred medications.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p>
<p>PRX-MM Mandatory MAC Program</p>	<p>Requires the member to pay the difference between the maximum allowable cost of the generic drug and the BCBSM approved amount for the brand name drug, plus the member's copay and/or deductible, if applicable.</p>

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