

1 **ARTICLE V. ASSOCIATION RIGHTS**

2 **A. Information and Data**

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

4 a. A list of the members of the Bargaining Unit, showing the name, rank, percentage of
5 appointment, salary, department, tenure status, date of tenure, time in rank, highest
6 relevant academic degree, date of highest relevant academic degree, date of birth,
7 current home address, and home/cellular telephone number. If a Faculty Member has
8 a split appointment, the percentages of his/her appointment shall be combined and the
9 area where the Faculty Member holds the greatest percentage of appointment
10 reflected as his/her department. Such list shall be furnished within forty-five (45)
11 working days after the execution of this Agreement and within forty-five (45)
12 working days after the beginning of each semester thereafter.

13 b. Interim changes, including promotions, terminations, leaves, and changes to and from
14 administrative status or part-time employment, shall be furnished in writing (e.g.,
15 hard copy, email, or fax) within twenty (20) working days of the end of the month in
16 which the change occurs.

17 c. Copies of all offer letters accepted by the Faculty candidates shall be furnished within
18 twenty (20) working days of their approval by the Board of Regents.

19 d. Tentative notice of names and addresses of newly hired Faculty Members shall be
20 furnished within twenty (20) working days of the date such Faculty Members first
21 appear on the payroll and receive a paycheck.

22 e. A complete University email list of Faculty within twenty (20) working days
23 following the beginning of each semester.

24 f. A list of faculty W-2 salaries shall be provided the Association within thirty (30)
25 working days after the end of the calendar year.

26 g. Authorization to access and use the Faculty listserv address.

27 h. A description of the process employed by EMU for determining entry level salaries
28 for Faculty shall be furnished by October 1st.

29 i. An annual report containing an account of the operation of the Sabbatical Leave and
30 Faculty Research/Creative Activity Fellowship program during the preceding year.

31 j. Notification when a faculty member receives incorrect pay within five (5) working
32 days from awareness of the incorrect pay.

33 k. A list of individual faculty contracts (with names of faculty members and their
34 dependents redacted) enrolled in each healthcare option, by category, shall be
35 furnished to the Association by January 15th of each year.

36 2.l. A list of non-bargaining unit employees (e.g., lecturers) whose principal
37 responsibility is teaching credit-bearing courses and/or professional library service,
38 showing the name, department, current percentage of appointment and most recent
39 date of hire. Such list shall be furnished within twenty (20) working days following
40 the close of each semester.

41 ~~3. A list of all credit-bearing courses offered through Extended Programs and Educational~~
42 ~~Outreach, showing the course number, day, time, and location for each class taught, and~~
43 ~~the name of the Faculty Member or lecturer assigned each class and his/her rate of pay.~~
44 ~~Such list shall be furnished within twenty (20) working days following the close of each~~
45 ~~semester.~~

46 m. ~~If not available electronically, c~~Copies of minutes of official meetings of the Board of
47 Regents, General Fund Operating Budgets (including all midyear amendments),
48 ~~Budget Requests, Program Revision Requests, Resource Plans (including all midyear~~
49 ~~updates or revisions)~~ and the Annual Audited Financial Statement as approved by the
50 Board of Regents ~~for submission to the State Offices.~~

51 4.n. ~~If not available electronically, c~~Copies of Faculty Course Assignments shall be
52 furnished within sixty-five (65) working days following the end of the academic year.

53 ~~5. Section master listings as of the date of the "HEGIS" count. Such listings shall be~~
54 ~~furnished to the Association when furnished to the State Department of Management and~~
55 ~~Budget.~~

56 6.o. Other documents specifically requested from time to time by the Association that are
57 necessary to the EMU-AAUP's administration of this Collective Bargaining
58 Agreement pursuant to the provisions of the Michigan Public Employment Relations
59 Act. Any such documents that are routinely reproduced for dissemination to the
60 general public without charge shall be provided at no cost to the Association. Other
61 documents shall be provided to the Association at a cost of \$0.06 per page.

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

63 1. The Association and Association Officers shall, for the purpose of carrying out the
64 business of the Association, have the right to hold meetings in University facilities at
65 such times and places as may be reasonably designated by EMU.

66 2. The Association shall have the right to post notices of its activities and matters of
67 Association concerns on bulletin boards designated by EMU.

68 3. The Association shall have the right to send the Association Newsletter and other
69 Association notices to Faculty Members through the EMU mail service and EMU email
70 service provided such use these services shall not cause an unreasonable load on such
71 systems. In addition, the Association shall be provided with two (2) EMU email
72 addresses for the use of the Association staff.

73 ~~4. The Association shall have the use of a University telephone line in its office. All costs,
74 including charges for installation and use, shall be the responsibility of the Association.~~

75 5.4. The Association shall have the right to have up to three (3) telephone numbers listed in
76 the campus telephone directory.

77 ~~6.5.~~ EMU shall provide the Association four (4) service parking permits for the Association
78 Officers and staff.

79 C. Released Time

80 ~~1. A Grievance Officer designated by the Association shall be granted one-half (1/2)
81 released time during the terms or semesters he/she teaches for the purpose of acting on
82 behalf of Faculty Members in the grievance procedure.~~

83 ~~2. Three-fourths (3/4) of one FTEF released time shall be provided to Association members
84 during the academic year for service that is performed for the mutual benefit of the
85 Association and the University, subject to the following conditions:~~

86 1. One (1) FTEF released time shall be provided to Association members during Fall and
87 Winter semesters for service that is performed for the mutual benefit of the Association
88 and the University, subject to the following conditions:

89 a. No Association member shall receive more than one-half (1/2) released time in any
90 one ~~semester~~ term under this section.

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

97 2. During summer semester, a total of six (6) credit hours will be paid at the overload rate
98 referenced in Article XVII for a Grievance Officer, designated by the Association, for the
99 purpose of acting on behalf of Faculty Members in the grievance procedure. The
100 Association shall provide Academic Human Resources the name of the Faculty Member
101 acting as the Grievance Officer at least twenty (20) working days prior to commencement
102 of the Summer term.

103

104 ~~D. Insurance Coverage for Association Employees~~

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

110 E.D. Selection of Negotiators

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

116 F.E. Copies of Preparation of Final Agreement

117 EMU and the Association agree that within two (2) months of the signing of the tentative
118 Agreement that the parties will mutually agree on the final text of this Agreement; the final
119 text will then be placed online by EMU's Academic Human Resources website in a
120 searchable electronic format. The final text will be indexed. Copies of the final text of this
121 Agreement, with index, shall be printed at the expense of EMU. A copy of the final text of
122 this Agreement shall be presented to all Faculty Members now employed or hereafter
123 employed. One hundred (100) extra copies shall be provided to the Association. Additional
124 copies shall be furnished to the Association at cost.

Tentative Agreement

James P. Greene Date
EMU Chief Negotiator

Matthew Kirkpatrick Date
AAUP Chief Negotiator