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1997 - 2000 MASTER AGREEMENT

between

**NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL**



and

**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS -
NORTHERN MICHIGAN UNIVERSITY CHAPTER**



AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Northern Michigan University

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AGREEMENT

This is an agreement by and between the Northern Michigan University Board of Control, the Employer, hereinafter referred to as the "Board," and the American Association of University Professors-Northern Michigan University Chapter, hereinafter referred to as the "Association."

ARTICLE I

GENERAL PROVISIONS

- 1.1 Definitions
- 1.1.1 "Board" means the Board of Control of Northern Michigan University, Marquette, Michigan, a state institution of higher education, and its administrative agents.
- 1.1.2 "Association" means the American Association of University Professors-Northern Michigan University Chapter.
- 1.1.3 "Unit" or "bargaining unit" means the bargaining unit defined in Section 1.2.
- 1.1.4 "Faculty member" or "bargaining unit member" or "unit member" means a person employed in the bargaining unit defined in Section 1.2.
- 1.1.5 "Time limit" calculations expressed in calendar days exclude holidays, set seasonal bonus days, and all recesses between and during academic sessions.
- 1.1.6 Pronouns of masculine and feminine gender include each other.
- 1.1.7 Ongoing faculty for a given academic year are the following:
- a. Instructional faculty who had a full-time assignment for either the fall or winter semester of the previous academic year.
 - (1) Tenured
 - (2) Tenure Earning
 - (3) Continuing
 - (4) Term
 - b. Noninstructional faculty who had a full-time assignment for six (6) months prior to the July 1 immediately preceding the start of the given academic year.
 - (1) Tenured
 - (2) Tenure Earning

(3) Continuing

(4) Term

c. Faculty who the previous year were on the following:

(1) Limited appointment

(2) Reduced appointment

(3) Professional development leave

(4) Personal leave or Family and Medical Leave Act Leave (FMLA) or Child Care Leave for one (1) semester or less in the case of instructional faculty and one-half (1/2) the regular appointment for noninstructional faculty

(5) Sick leave or Family Care Leave

(6) Sabbatical leave

(7) Long-term disability leave

(8) Political activity leave

1.1.7.1 Noninstructional faculty who did not have a full-time assignment six (6) months prior to the July 1 immediately preceding the start of a given academic year will not be entitled to the full salary increase for that academic year. Instead, the noninstructional faculty will be given one-twelfth (1/12) of the raise for each month of full-time service up to a maximum of five-twelfths (5/12). Noninstructional faculty with less than one (1) month of service will receive no part of the faculty increase.

1.2 Recognition

1.2.1 The Board recognizes the Association as the exclusive collective bargaining representative of employees of the University in the unit described below for the purpose of negotiating with respect to wages, hours, terms, and conditions of employment. The bargaining unit includes:

All full-time Northern Michigan University faculty members who hold academic rank as Instructor, Assistant Professor, Associate Professor, or Professor, Professional Librarian, Counselor, or Full-Time Adjunct faculty.

Specifically excluded from the unit are:

All persons not holding academic rank, Graduate Assistants, Tutorial Assistants, Visiting Faculty, Directors, Department Heads, Assistant Deans, Associate Deans, Deans, Assistant and Associate Vice Presidents, Vice Presidents, President, and any other supervisors.

1.3 Nondiscrimination

1.3.1 The Board agrees to continue to abide by all federal and state laws regarding discrimination in employment. The Board will not knowingly discriminate against any member of the bargaining unit because of the faculty member's sexual orientation, because of membership or nonmembership in the Association or for engaging in activities which may be supportive of or against the Association or any other employee group, providing such activities do not interfere with the proper performance of job duties. The Board will not knowingly aid, promote, or finance any group or organization (other than the Association) which purports to engage in collective bargaining on behalf of faculty members in the bargaining unit. The extent of any aid to the Association shall be as specified elsewhere in this Agreement.

1.3.2 The Administration will provide the Association with a copy of the Integrated Postsecondary Education Data System (IPEDS) Report each year.

1.3.3 Each year, the Association may elect to provide its affirmative action analysis and recommendations regarding affirmative action to the Academic Senate. The Academic Senate, in turn, will forward this report with or without benefit of comment to the Vice President for Academic Affairs and the University's Affirmative Action Officer. The Affirmative Action Officer will meet with the Association at its initiative to discuss the report.

1.4 Information

1.4.1 The Board will send to the Association, within twenty-one (21) calendar days after the execution of this Agreement, a list (by department or other administrative unit) stating each faculty member's name, sex, tenure status, rank, date of original appointment at Northern Michigan University, date of tenure (if applicable), date of appointment to current rank, date of birth, highest degree held, salary and fringe benefits, and mailing address. The Board will send the Association a list of any changes in the list (including resignations, retirements, or deaths) on a monthly basis. The Board will also forward to the Association copies of all notices terminating the employment of unit members at the same time such notices are sent to members.

Within twenty-one (21) calendar days after the start of each academic semester, the Board will send to the Association a list of all non-AAUP represented personnel (by department or other administrative unit) who are employed on campus and off campus on a part-time basis under the provisions of Article VI, Section 6.7.1 of this Agreement. This list shall detail the employee's name, courses taught, credit hour load, the employee's title, employee's class, and full-time equivalency (FTE).

1.4.2 The Board will provide the Association with such additional information from its records as is necessary to enable the Association to carry out its function of bargaining with respect to the wages, hours, and conditions of employment of bargaining unit members; provided, however, that this provision shall not be construed to require the Board to prepare or develop information for the Association or to provide information in any form other than that of copies of already existing records.

In order to enable the Association to meet its responsibilities to assure that bargaining unit members are treated in compliance with state and federal laws regarding discrimination, the Board agrees to meet all reasonable requests by the Association for providing data related to such compliance.

1.5 Separability; Minimum Requirements; Negotiations

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect.

1.5.1 This Agreement states minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Board shall not employ a unit member on terms less favorable to each of them than those stated herein without the consent of the affected individual and the Association.

1.5.2 Not more than three (3) representatives designated by the Board and not more than three (3) representatives designated by the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern. Such meetings shall not exceed one (1) in each calendar month except by mutual agreement. The party requesting such a meeting shall give the other party a written request at least one (1) week in advance. Such notice shall specify the agenda of items to be discussed, and no other items shall be considered except by mutual agreement.

1.5.3 The parties shall commence negotiations toward a modification of this Agreement no later than one hundred twenty (120) days prior to its expiration date, unless a valid legal question concerning the Association's representational status is raised prior to the commencement of such one hundred twenty- (120) day period, or both parties mutually agree to the commencement of negotiations. Each party shall give the other party written notice of desired contract changes or additions prior to the commencement of such negotiations.

1.6 Association Use of Facilities and Services

1.6.1 The Association shall be afforded:

- a. the right to send through the regular University campus mail service, newsletters and such other communications as are necessary to the conduct of the Association's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system and provided such use is legal under state and federal law;
- b. use of campus bulletin boards for notices of Association meetings and other official Association business;

- c. the privilege of scheduling Association meetings on campus in appropriate facilities free of charge, provided written requests for such space are made a reasonable time in advance and suitable facilities are available at the time requested; special service or equipment to be charged at usual rates;
- d. the privilege of contracting, at the same rate charged to registered campus organizations, for such of the following services as are needed for the Association's conduct of its business as a collective bargaining agent: printing address labels, label affixing, material folding and insertion, duplicating, copying, audio-visual, computer, food.
- e. The Board shall provide the Academic Senate with office space, duplicating, on-campus mail services, and half-time secretarial support for purposes specified in Article III, Section 3.3.1.4.

1.6.2 In order to facilitate the process of academic governance as structured in this Agreement, the equivalent of two (2) FTE positions shall be provided on a released-time basis to be allocated by the Vice President for Academic Affairs each semester after consulting with the Association. There will be a Letter of Intent accompanying this clause prior to the beginning of each semester which will indicate the specific positions among which released time is to be allocated. Variations in the released-time allocation can be arranged by mutual agreement provided the allocation does not exceed the equivalent of six (6) FTE over the three- (3) year period of the Agreement.

1.7 Agency Shop

1.7.1 During the life of the Agreement and to the extent the laws of the State of Michigan permit, every bargaining unit member beginning with the month following thirty (30) calendar days after the execution of this Agreement; or thirty (30) days after employment in the bargaining unit, whichever date is later, and monthly thereafter, shall tender to the Association, as a condition of continued employment in the bargaining unit, either periodic and uniformly required Association dues, or, in the alternative, a service fee in an amount not greater than the periodic and uniformly required Association dues, which service fee shall be deposited by the Association in the AAUP Scholarship Fund. All awards and processing from this fund shall be under the exclusive control of the Board.

1.7.2 A faculty member shall be terminated at the end of the current semester under Section 1.7.1 of this Article when:

- a. the Association first has notified the faculty member by letter, explaining that the faculty member is delinquent in not tendering either periodic and uniformly required Association dues or service fees in an amount not greater than the periodic and uniformly required Association dues, specifying the current amount of such delinquency, and warning the faculty member that unless such dues or service fees are tendered within thirty (30) calendar days, the faculty member will be reported to the Board for termination as provided in this Article; and

- b. the Association has furnished the Board with written proof that the procedure of Section 1.7.1 of this Article has been followed and has supplied the Board with a copy of the letter sent to the faculty member and notice that the faculty member has not complied with the request. The Association must specify further, when requesting the Board to terminate the faculty member, the following by written notice: "The Association certifies that _____ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the collective bargaining Agreement and that under the terms of the Agreement, the Board is requested to terminate the faculty member at the end of the semester."
- 1.7.3 The Association shall indemnify and save the Board harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.
- 1.7.4 The Board will advise new faculty members of the faculty members' obligations under this Article, in writing, and will provide them with an authorization for deduction of Association Dues or Service Fees form and the address of the Association headquarters.
- 1.8 Dues or Service Fees Checkoff
- 1.8.1 During the life of this Agreement and any extensions thereof, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct periodic Association membership dues or service fees levied in accordance with the bylaws of the Association from the pay of each unit member, who through the Treasurer of the Association, voluntarily executes the following authorization form:

**VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF ASSOCIATION DUES OR SERVICE FEES
AAUP-NMU CHAPTER**

Name _____

Department _____

I authorize the Board to deduct from wages earned or to be earned by me Association Dues or Service Fees, and any increases therein instituted by the Association, as certified to the Board by the Treasurer of the Association, and to remit the same to the Association at such time and in such manner as may be agreed upon between the Board and the Association.

This authorization and direction may be revoked by the undersigned by submission to the Board of a written revocation. If no such written revocation is received, this authorization shall be irrevocable until the termination of the collective bargaining Agreement between the Board and the Association which is in force at the time of delivery of this authorization.

Check one:

_____ Union Dues

_____ Service Fee

Signature of Unit Member

Address

Date of Signature

Date of Delivery to Board

- 1.8.2 The following certification form shall be used by the Association when certifying membership dues or service fees:

CERTIFICATION OF ASSOCIATION TREASURER

I certify that the membership dues or service fees for unit members is _____
per biweekly pay period.

Date

Association Treasurer

Date of Delivery to Board

- 1.8.3 Payroll deduction shall be made only from the pay of unit members each biweekly pay period; provided, however, the initial deduction for any unit member shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues or Service Fees" and (2) the amount of the dues or service fees (computed on a biweekly rate) certified by the Treasurer of the Association has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.

Changes in the amount of the dues or service fees must be delivered to the Board at least thirty (30) calendar days prior to the last day of the biweekly pay period in which the change will become effective.

- 1.8.4 All sums deducted by the Board shall be remitted to the Treasurer of the Association at an address given to the Board by the Association, once each biweekly pay period following the period in which the deductions were made.

- 1.8.5 The Association agrees to make whatever adjustments are necessary directly with a faculty member who may, as a result of this deduction procedure, pay more or less than the Association dues or service fees.

- 1.8.6 The Board shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit member. In addition, the Association shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

- 1.9 Faculty Orientation Week

The Board will provide allotted time not to exceed a total of two (2) hours for the Association to call a meeting of bargaining unit members during faculty orientation week each fall.

1.10 Complete Agreement

This collective bargaining Agreement represents the complete agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates all the mutually-agreed-to subjects of negotiation, and both parties acknowledge that the parties were free to discuss all matters of concern dealing with wages, hours, and working conditions. The parties further acknowledge the parties' mutual right during the term of this Agreement, to initiate good faith negotiations on any matters of concern dealing with wages, hours, and working conditions which are not covered by this Agreement and were not the subject of any proposals by either party during the negotiations leading to this Agreement. This collective bargaining Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

1.11 No Strike or Lockout

The Association agrees that it will not engage in or sanction or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University. The Board agrees that it will refrain from locking out members of the bargaining unit or from any threat thereof.

ARTICLE II

MANAGEMENT RIGHTS

Subject only to any limitations imposed by the express and specific terms of this Agreement, the Board hereby retains and reserves unto itself all powers, rights, and authority to manage, direct, and control the University and its program, properties, facilities, and employees, including, without limiting the generality of the foregoing, the rights:

1. to hire all employees, to determine the employees' qualifications and compensation and the conditions for the employees' continued employment, and to dismiss, demote, discipline, promote, transfer, assign, lay off, and recall all such employees;
2. to establish, modify, and abolish programs and courses of instruction, as deemed necessary or advisable by the Board;
3. to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of faculty and other employees with respect thereto;
4. to reassign, at its discretion, department heads, deans, and other administrators who hold academic rank in a department to full-time faculty status in that department.

ARTICLE III
FACULTY PARTICIPATION
IN
ACADEMIC AFFAIRS

3.1 Departmental Affairs

3.1.1 Bylaws

- 3.1.1.1 The bylaws of a department will constitute the means whereby that department agrees to conduct its internal affairs and by which it shall address procedures and standards for faculty appointments, evaluations, promotions, and tenure recommendations. Departments thus have the freedom and the flexibility to conduct the departments' internal affairs according to the bylaws they create, so long as those procedures are in compliance with the general standards and procedures specified in Articles II and V hereof.

Departmental bylaws shall describe specific standards for promotion which confirm levels of achievement in the areas of assigned responsibility, professional development, and service commensurate with each higher rank and which shall be defined by example. While reflective of the differences in their fields, the bylaws in each department shall be comparable to the standards in departmental bylaws throughout the University, i.e., the circle of comparison shall be the University community.

3.1.1.2 Creating Bylaws for New Departments

- 3.1.1.2.1 Faculty in newly created departments shall propose a set of bylaws within the first six (6) months of operation so as to permit the orderly transaction of departmental business, of faculty evaluations, and of promotion and tenure recommendations.

- 3.1.1.2.2 If the faculty in a new department are unable to develop bylaws that are approved within one (1) year, the Vice President for Academic Affairs shall establish bylaws by modifying the last proposed bylaws in order to achieve compliance with the contract; the Vice President shall provide a written justification for modifications to the departmental faculty and to the other parties involved in the approval process.

3.1.1.3 Initiating the Modification of Bylaws for Existing Departments

- 3.1.1.3.1 A department may propose changes in its bylaws at any time during the academic year.

- 3.1.1.3.2 The Vice President for Academic Affairs may require a department to review and/or change its bylaws if:

- a. An outside consultant or review team involved in a program review or accreditation visit finds the standards of professional competence specified in the promotion and tenure standards section of the bylaws have become obsolete because of:
 - (1) changes in the standards of accreditation
 - (2) changes in technology

An example of such obsolescence is: In the department of Industrial Technology, the development of graphics abilities in computers may make a teacher of graphic arts without the capacity to use computers professionally impaired.

What is not an example of such obsolescence is a change in publication standards, such as the number, if any, of publications required for tenure or promotion.

- b. Changes are made in this Agreement that affect departmental bylaws "in a substantive way."
- c. The Vice President for Academic Affairs determines that the standards for faculty appointment, evaluation, tenure, and/or promotion recommendations do not require levels of achievement or performance consistent with those described in bylaws throughout the University community, i.e., within the "circle of comparison" as referenced in Section 3.1.1.1.

3.1.1.4 Standards and Procedures for Gaining Approval of New Bylaws or Changes in Old Bylaws

3.1.1.4.1 The document, "Format for Submittal and Final Approval of Departmental Bylaw Proposals" (see Appendix D for document) contains:

- a. A standard format for printing bylaw proposals.
- b. A submittal form that must accompany all proposals. Proposals not printed in standardized format or not accompanied by a submittal form will be returned to the department for reworking.

3.1.1.4.2 The document "Procedure for Submitting and Securing Final Adoption of Departmental Bylaw Proposals" (see Appendix D for document) specifies the procedure for fulfilling the requirements that departmental faculty provide:

- a. To its department head and dean, copies of all bylaw proposals as well as any revisions made to them in the approval process.
- b. To the participants in the approval process, the statements of acceptance or nonacceptance by the participants at other levels in the approval process.

3.1.1.4.3 Step One: Grievance Officer

Departments shall submit all proposals first to the grievance officer whose acceptance or nonacceptance will be based on whether or not the proposals contravene the Agreement. The grievance officer shall provide a written response to any proposals, including those that are modified at some point in the approval process, within thirty (30) days of the receipt of the proposals; if a response is not received within thirty (30) days, the proposals shall be sent to the next level by the department head.

- a. If found acceptable by the grievance officer, the proposals shall then be sent by the department to the next level.
- b. If found unacceptable, the grievance officer shall specify the reasons for its unacceptability in a written response to the department and arrange for a conference with the department to discuss the proposals.
 - (1) The department may then choose to modify its proposals until they are accepted by the grievance officer.
 - (2) The department shall, however, have the right to forward its proposals to the next level even if they are not accepted by the grievance officer.

3.1.1.4.3.1 After review by the grievance officer, proposals other than those concerned with the specification of standards for promotion and tenure shall move to Step Three.

3.1.1.4.4 Step Two: College Advisory Committee (CAC)

After review by the grievance officer, proposals for bylaws concerning the specification of standards for promotion and tenure shall be sent to the appropriate CAC whose acceptance or rejection shall be based upon whether or not the specifications of standards are equivalent to those of other departments in the college. The CAC shall send a written response to the department within thirty (30) days of the receipt of the proposal. If it does not, the department may send its proposals to the Vice President for Academic Affairs.

- a. If the CAC finds the proposals acceptable, the department shall forward the proposals to the Vice President for Academic Affairs.
- b. If the CAC finds the proposals unacceptable, the CAC shall specify the reasons in its written response to the department and arrange for a conference with the department to discuss the proposal.
 - (1) The department may make modifications in its proposals until they are acceptable to both the CAC and the grievance officer.
 - (2) The department shall, however, have the right to submit its proposals to the Vice President for Academic Affairs even if they are not found acceptable by the grievance officer and the CAC.

3.1.1.4.5 Step Three: Vice President for Academic Affairs

After review by the grievance officer and/or the CAC, all proposals shall be sent to the Vice President for Academic Affairs. The Vice President for Academic Affairs approval of all proposals other than those concerning the standards for promotion and tenure shall be whether or not they contravene the Agreement. The Vice President for Academic Affairs approval of proposals concerning tenure and promotion standards shall be based on whether or not the proposed specifications of standards contravene the Agreement and whether or not they are equivalent to the standards of quality used in other colleges within the University. The Vice President for Academic Affairs shall send a written response to the department within thirty (30) days of the receipt of proposals. If a written response is not received within thirty (30) days, the changes shall be considered the official bylaws of the department.

- a. If the proposals are approved, they become the official bylaws of the department.
- b. If the proposals are disapproved, the Vice President for Academic Affairs shall specify the reasons in writing and arrange for a conference with the department. The Vice President for Academic Affairs may invite the department head, the dean, a representative of the CAC, and the grievance officer to the conference.
 - (1) If the conference leads the Vice President for Academic Affairs to accept the proposals, they become the official bylaws of the department.
 - (2) If the conference does not result in an agreement on the proposals and if the proposals concern the standards for promotion and tenure, the department may appeal the Vice President for Academic Affairs decision to the Faculty Review Committee (FRC) within thirty (30) days of the conference. The FRC will have thirty (30) days to review the appeal and communicate its decision. If it does not communicate its ruling and the reasons for it within thirty (30) days, the Vice President for Academic Affairs decision will be considered upheld.
 - (3) If the FRC supports the department's appeal, the Vice President for Academic Affairs shall accept the FRC's judgment unless the Vice President has serious and compelling reasons for not doing so. Unless the Vice President for Academic Affairs communicates such serious and compelling reasons to the FRC and department within thirty (30) days of receiving the FRC's ruling, the FRC's decision will be considered upheld.

Such bylaws shall remain in effect unless amended in accordance with the procedures described above or superseded by changes in this agreement.

3.1.2 Department Heads

- 3.1.2.1 When a department head position becomes vacant, the dean of the college, after consultation with the department, shall formulate specific guidelines regarding replacement procedures.

These shall include the specification of whether internal and/or external candidates shall be considered; desired qualifications; and budgetary considerations. The department will formulate its recommendation(s) among all candidates and forward same to the dean, with supporting rationale, in the same manner as is provided in Article V with respect to appointment of new faculty members.

- 3.1.2.2 The dean will review the departmental recommendation(s) with the Vice President for Academic Affairs. If the department's recommendation(s) is approved by the Vice President for Academic Affairs, the Vice President shall recommend the appointment of the candidate to the President of the University. If the department's recommendation(s) is unacceptable, the dean shall request the department to submit further recommendation(s).
- 3.1.2.3 In the event a department head position is not filled in a timely fashion through the preceding procedures, the Board may appoint an acting department head for one (1) year; provided, however, that the Board has the right through this procedure to appoint the same individual to additional one- (1) year terms if the procedures specified in Sections 3.1.2.1 and 3.1.2.2 fail to produce agreement.
- 3.1.2.4 Department heads, directors, and the Dean of Academic Information Services may periodically be evaluated by the faculty in the appropriate academic unit. A balanced committee of administrators and faculty members appointed by the Vice President for Academic Affairs and the President of the Association shall develop a standard form for such evaluations. All such evaluations shall be advisory to the University administration.
- 3.2 College Level Affairs
 - 3.2.1 College Advisory Councils
 - 3.2.1.1 Each departmentally organized college (or academic unit not affiliated with a departmentally organized college) shall have a College Advisory Council (CAC). The CAC in each college shall be selected from among the college's faculty provided that two thirds (2/3) of the membership of each CAC must hold the rank of Associate Professor or above and be tenured. CAC members who are not tenured may not participate in tenure reviews, and CAC members below the rank of Associate Professor may not participate in promotion reviews for faculty members seeking a rank higher than that currently held by that CAC member. However, in a college where the above requirement would exclude a department from representation on its CAC, an exception may be made; the bylaws of that CAC will address such exceptions.
 - 3.2.1.1.1 Because Academic Information Services and Electronics and Industrial Technologies are academic units that are not part of colleges with other academic departments covered by this Agreement, recommendations from these units that would otherwise be sent to a CAC (were they part of a college with multiple departments) will instead be sent to the next level in the administrative process. For example, a promotion or tenure recommendation from either Electronics or Industrial Technologies will be transmitted directly to the dean.
 - 3.2.1.1.2 For the purposes of bargaining unit member evaluation, tenure, merit and equity distribution, promotion, determination of sabbatical leaves, and bylaw review, the Counseling Center shall be

considered a department in the College of Behavioral Sciences, Human Services, and Education; workload for Counseling Center faculty shall be governed by Article VI, Section 6.1.1.2; in all other matters in this Agreement, the Counseling Center shall be considered as a department in the Student Affairs Division. Any teaching done for an academic department by a member of the Counseling Center is subject to evaluation by that department.

- 3.2.1.2 Each CAC shall review all recommendations of departments for promotion, tenure, or termination as provided in Article V.
- 3.2.1.3 Each CAC shall act in an advisory capacity to the dean on matters affecting the operation and implementation of the college's academic programs or on matters referred to it by the dean.
- 3.2.1.4 CAC bylaws and procedures shall be reviewed and approved by the FRC. If the FRC rejects the bylaws or procedures of the CAC or any portion thereof, it shall inform the CAC in writing how the bylaws can be revised to satisfy its objections.
- 3.3 Academic Senate
 - 3.3.1 There shall be an Academic Senate whose function shall include: (a) advising and making recommendations to the Vice President for Academic Affairs on matters of faculty-wide concern, (b) communicating items of concern to respective constituencies, and (c) informing the academic community of issues under consideration.
 - 3.3.1.1 Such Academic Senate shall be governed as to procedures by its own bylaws and shall establish a subcommittee structure to carry out its responsibilities in accordance with such bylaws. Nonmembers may attend Academic Senate meetings by invitation.
 - 3.3.1.2 The Association hereby chooses to delegate the following areas of its responsibility as set forth in this contract, which are acknowledged by the Association to be matters for which the Association would otherwise be responsible, to the Academic Senate:
 - a. Recommendations for curriculum or program changes as set forth in Section 3.3.1.6 or other than those set forth in Section 3.3.2.3.
 - b. Recommendations for curriculum or program changes, other than those described in Section 3.3.1.6, which entail reduction or reallocation of existing academic positions and/or programs, in situations other than those provided for in Article VII, as referred to it by the Educational Policy Committee (EPC) as specified in Section 3.3.2.3.
 - c. Recommendations for program changes, including the initiation of new majors or minors or other changes, which require or may require additional funds.
 - d. The endorsement by the faculty of the awarding of degrees, as set forth in Section 3.3.4.
 - e. The review and ranking of faculty proposals for academic study and research, as set forth in Section 3.3.6.

- 3.3.1.3 The Academic Senate shall not be responsible for nor deliberate upon promotion, tenure, faculty sabbatical leaves, or working conditions including salaries and other economic benefits.
- 3.3.1.4 The Academic Senate shall be established, which shall be composed as follows: one (1) faculty member from each department (two [2] from departments of twenty [20] or more) elected by the faculty of that department; the deans of the colleges; one (1) department head from each college; one (1) academic administrator to represent graduate programs; the Dean of Academic Information Services; and four (4) students appointed by ASNMU. The Vice President for Academic Affairs and an AAUP and MEA liaison shall serve in an ex officio, nonvoting capacity. Members of the Academic Senate shall have at least three (3) years at the University, if possible. Students may be appointed to appropriate committees of the Academic Senate.
- 3.3.1.5 The Academic Senate shall annually elect an Executive Committee from its membership, with the provision that the Vice President for Academic Affairs and the AAUP liaison will be voting members.
- 3.3.1.6 Recommendations for curriculum or academic program changes shall be submitted to, acted upon, and forwarded to the Vice President for Academic Affairs by the Academic Senate. Curriculum or academic program changes are those involving such matters as changes in course titles or numbering; changes of departmental prerequisites; introduction or deletion of courses in the major, minor, or elective category; evaluation of student performance; and academic program content defined so as to include the structure of an academic program as it relates to certification, degree requirements, subject matter, and/or any other recognized professional criteria as determined by the faculty qualified to teach the program. In addition, the Academic Senate is responsible for making recommendations concerning the consideration of new majors and minors. Finally, the Academic Senate is responsible for recommendations concerning academic uses of University computer resources, academic calendars, proposals for faculty grants and curriculum development grants as provided in Article VI, Sections 6.5.2.5 and 6.5.2.6, faculty endorsement of the awarding of earned degrees, as well as other academic matters brought before it for consideration.
- 3.3.1.7 All recommendations of the Academic Senate shall be forwarded to the Vice President for Academic Affairs who will normally implement such recommendations. Should the Vice President for Academic Affairs find reason to take exception to an Academic Senate recommendation, the Vice President will initially return the matter to the Academic Senate for further consideration with a statement of the Vice President's concerns. Should the Academic Senate renew the recommendation, the Vice President for Academic Affairs may reject the recommendation for serious and compelling reasons, which the Vice President shall communicate to the Academic Senate in writing.
- 3.3.1.8 When recommendations of the Academic Senate have a potential impact on workload, they must be submitted to the Board and the Association for review.
- 3.3.1.9 Initial recommendations regarding matters described in Section 3.3.1.6 may be advanced by individual faculty, academic departments, administrators, and ASNMU.

3.3.2 Educational Policy Committee

- 3.3.2.1 An Educational Policy Committee (EPC) shall be established, which will have fourteen (14) members. Seven (7) faculty members shall be appointed by the Association with the following representation: two (2) from the College of Arts and Sciences; one (1) from the College of Behavioral Sciences, Human Services, and Education; one (1) from the College of Business; one (1) from the College of Nursing and Allied Health Sciences; one (1) from the College of Technology and Applied Sciences; and one (1) member at large. The deans of the Colleges of Arts and Sciences; Behavioral Sciences, Human Services, and Education; Business; Nursing and Allied Health Sciences; Technology and Applied Sciences; and Graduate Studies and Research shall be members. One (1) additional administrative member shall be appointed by the President of the University. A chairperson shall be elected by and from the membership of the EPC. One (1) of the EPC faculty members will be designated by the Association to attend the Academic Council meetings.
- 3.3.2.2 The responsibilities of the EPC shall include advising the Vice President for Academic Affairs and keeping the Association informed on mission statements, on short- and long-term academic program planning for the University, and on financial considerations attendant to implementation of new programs such as majors and minors. In particular, the above-described responsibilities of the EPC shall include concern with and making recommendations on such matters as: enrollment patterns and projections, the allocation of budget for the support of academic programs, the generation of credit hours within colleges and academic departments, and staffing requirements within colleges and academic departments.
- 3.3.2.3 Recommendations for curriculum or academic program changes, which entail or would result in reductions or reallocations of existing academic positions and/or programs for reasons other than financial exigency, must be submitted to the EPC for review. The Academic Senate and the EPC shall not act on recommendations contemplated under Section 3.3.2.3 until an academic plan has been submitted by the Vice President for Academic Affairs to the Academic Senate for review and response nor shall the Vice President act upon this academic plan until the Academic Senate has had reasonable opportunity to respond. After an initial determination of the potential reductions or reallocations of positions, the EPC shall submit the proposed curriculum or academic program changes to the Academic Senate for review. The Academic Senate will forward its recommendations relative to the academic merit of the proposed changes to the EPC. The EPC shall consider said recommendations calling a joint conference committee if desired. The EPC shall forward its recommendations to the Vice President for Academic Affairs. The recommendations of the EPC shall be accorded great weight by the Vice President for Academic Affairs and shall normally be followed. Should the Vice President for Academic Affairs find reason to take exception to the EPC's recommendation, the Vice President will initially return the matter to the EPC for further consideration with a statement of the Vice President's concerns. Should the EPC renew the recommendations, the Vice President for Academic Affairs may modify or reject the recommendations for serious and compelling reasons, which the Vice President shall communicate to the EPC and Academic Senate in writing.

Recommendations shall be reviewed following a calendar prepared by the Vice President for Academic Affairs. This calendar shall allow adequate review at each deliberative step specified therein. If the calendar the Vice President for Academic Affairs has established is not complied

with and no modification is agreed upon, the matter shall proceed to the next step without benefit of recommendation from the body failing to comply with the requirements of the calendar.

- 3.3.2.3.1 In the event that the Vice President for Academic Affairs determines that a recommendation under Section 3.3.2.3 will result in the layoff of a faculty member, the Vice President shall, before issuing a recommendation under Section 3.3.2.3, notify the Association of the proposed layoff and shall consult with the Association to identify the faculty member affected. The faculty member shall be identified according to the criteria, but not the processes, set forth in Article VII. The Association shall have thirty (30) calendar days from the receipt of the notice of proposed layoff to assist in the identification of the faculty member to be laid off. A notice of layoff shall be issued by the Board to the affected faculty member at the same time the Vice President for Academic Affairs communicates the recommendation to the EPC under Section 3.3.2.3.
- 3.3.2.4 The Academic Senate and the EPC shall have access to all information which they reasonably need to accomplish their tasks and may invite the appropriate personnel for consultation in the accomplishment of their tasks.
- 3.3.2.5 Curriculum or academic program changes involving reduction or reallocation of existing academic faculty and/or programs in situations provided for in Article VII shall be governed by the procedures in Article VII.
- 3.3.2.6 Before laying off any faculty member when financial exigency has not been declared, the University shall consider the alternatives listed below:
 - a. Shared load between departments and colleges
 - b. Annualized appointments to include extension teaching
 - c. Reassignment to another department or college
 - d. Retraining
 - e. Supplementation of teaching with nonteaching duties
 - f. Transfer to a vacant nonteaching position in conformity with any applicable union contract or personnel policy
 - g. Reduced appointment
 - h. Early retirement
- 3.3.3 Academic Policy and General Faculty Affairs
 - 3.3.3.1 The Academic Senate may make recommendations to the Association on such matters of academic policy or of general faculty concern as the Academic Senate may choose.

Consultation between the Board and the Association on such matters shall follow the procedures described in Article I, Section 1.5.2.

3.3.4 The faculty approve the list of students who have fulfilled the requirements for degrees to be conferred. No student shall be awarded a degree bearing the explicit endorsement of the faculty unless such endorsement has the approval of the Association.

3.3.5 Honorary degrees bearing the explicit endorsement of the faculty must have the approval of the Association.

3.3.6 The Association shall make recommendations to the Vice President for Academic Affairs on all University-funded faculty proposals for academic study and for research. The available University funds will be allotted annually by the Vice President for Academic Affairs based on this review and ranking; provided, however, that the Vice President may reject a particular proposal for serious and compelling reasons which the Vice President shall communicate to the Association in writing.

3.3.7 Faculty Review Committee

3.3.7.1 There shall be a Faculty Review Committee (FRC) composed of members chosen from the bargaining unit whose function shall be to act on recommendations for promotion, tenure, and sabbatical leave, to act on appeals of recommendations of CAC's that have been made relative to requests for promotion, tenure, or sabbatical leave, and on appeals concerning bylaws forwarded to it pursuant to Section 3.1.1.4.5. In carrying out its duties, the FRC may choose to meet with the Vice President for Academic Affairs and/or the grievance officer of the Association.

3.3.7.2 The Faculty Review Committee (FRC) will be comprised of not more than seven (7) members at the rank of Associate Professor or above as designated by the bargaining unit. At least two (2) members must hold the rank of Professor and not more than one (1) member may be nontenured.

3.4 University-Wide Affairs

3.4.1 Faculty participation in discussions on matters of University-wide concern shall be achieved through membership on University-wide advisory bodies which may be established by the Board. Faculty recommended to participate in the work of such University-wide advisory bodies shall be selected in such manner as the Association shall determine. The Association shall recommend at least two (2) faculty members for each faculty position available on committees which discuss matters of University-wide concern.

ARTICLE IV

GRIEVANCE PROCEDURE

- 4.1 A grievance is a complaint by the Association, on behalf of one (1) or more faculty members or in its own behalf, concerning an alleged violation of this Agreement. All grievances shall be adjusted through the grievance procedure provided in this Article.
- 4.2 In computing any time limit herein specified, Saturdays, Sundays, holidays, and set seasonal bonus days will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the Board's administrative agent shall permit the grievance to proceed to the next step.
- 4.3 A faculty member (or group of faculty members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right to prompt reply to the faculty member's inquiries.
- 4.4 Failing resolution of a problem by informal means, the Association shall initiate the grievance procedure by filing a written grievance in the Office of the Vice President for Academic Affairs. The grievance shall be signed by the appropriate Association representative and the faculty member(s) involved shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated and shall specify the relief or remedy sought. The grievance shall be filed within fifteen (15) 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. If the grievance is not served within that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of the written grievance.

The requirement that grievances be filed within fifteen (15) days is modified to permit the suspension in the counting of days for that period of time beginning when the Association notifies the Vice President for Academic Affairs that informal efforts are being pursued on a specifically described potential grievance in an effort to resolve it, and ending when either the Association notifies the Vice President that informal efforts have ended, or the Vice President notifies the Association that the counting of days will begin again at the point where they were suspended.

4.5 Procedure and Time Limits

4.5.1 Step One

- 4.5.1.1 Following receipt of the written grievance, the Board-designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Association. This discussion shall be completed within ten (10) days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Board and Association, the adjustment will be reduced to writing and signed by the designated administrative agent and the representative of the Association. If there is no mutually agreeable

adjustment, the designated administrative agent shall provide the Association representative with a written answer stating the reasons for denial of the grievance.

4.5.2 Step Two: Review Board

4.5.2.1 If the grievance is not adjusted in Step One, the Association may, within five (5) days of the Step One written answer, submit the grievance through the Office of the Vice President for Academic Affairs or the Vice President's designated representative to a Review Board. Unless otherwise agreed by the parties, membership on the Review Board shall be limited to three (3) administrative staff members designated by the Vice President and three (3) bargaining unit members designated by the Association. The Review Board shall promptly arrange a meeting to discuss the grievance and the written answer and appeals.

This discussion shall be completed within fifteen (15) days after the filing of a request to have the grievance considered in Step Two. If the grievance is satisfactorily adjusted, the adjustment will be reduced to writing and signed by the appropriate representatives of the Board and the Association. If there is no mutually agreeable adjustment, the Vice President for Academic Affairs or the Vice President's designated representative shall provide the Association with a written answer stating the reasons for denial of the grievance.

4.5.3 Step Three: Binding Arbitration

4.5.3.1 If the grievance is not satisfactorily adjusted in Step Two, the Association may submit the grievance to binding arbitration. Within ten (10) working days of the Association's receipt of the written response of the Board at Step Two, the Association shall serve upon the designated administrative agent its written notice of intent to arbitrate. If within ten (10) working days following the written notice of intent to arbitrate the parties are unable mutually to agree upon a selection of an arbitrator, the Association may thereafter request a List for Selection of Arbitrator from the American Arbitration Association at its Detroit office and an arbitrator shall be selected in accordance with American Arbitration Association Rules and Procedures. The arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association. The Board and the Association may agree to expedited, streamlined, or any other arbitration procedures on a case-by-case basis.

The Arbitrator's decision shall be final and binding upon the Board, the Association, and any faculty member(s) involved and may be enforced in any court of competent jurisdiction. The arbitrator's decision shall be based solely upon the express and specific provisions of this Agreement, without addition, subtraction, or modification. The Board and the Association will bear the Board's and Association's own expenses individually including transcripts, if ordered, and will share equally the fees and expenses of the arbitrator and the American Arbitration Association.

4.6 Any adjustment of a grievance agreed upon by the Board and the Association at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Board, the Association, and any faculty member or members involved.

4.7 Failure to appeal a grievance from one step to the next within any of the time limits specified above shall bar the grievance.

ARTICLE V

FACULTY PERSONNEL POLICIES

5.1 Academic Appointments

5.1.1 Initial Faculty Appointments

There shall be three (3) types of initial faculty appointments:

- a. Tenure Earning appointments are subject to the University tenure policy in Section 5.5. Faculty with these appointments have a probationary status.
- b. Term appointments, which shall normally be made for two (2) years subject to satisfactory evaluation. Term appointments for less than two (2) years may be made for such reasons as late resignation, illness of regular faculty, enrollment requirements, program demands, or replacements for leaves of absence and sabbatical leaves. Persons employed on two- (2) year Term appointments shall be given first consideration for newly authorized two- (2) year Term appointments, provided they meet the qualifications specified for the position. Persons on Term appointments who already hold the appropriate terminal degree shall be given serious consideration for new Tenure Earning positions, provided they meet the qualifications specified for the position.
- c. Tenured appointments.

5.1.2 Continuing Contract Appointments

5.1.2.1 Faculty members who have completed six (6) years of full-time service in a Term contract status for the same department at the University and are reappointed in that department shall be eligible for Continuing contract status appointment. Faculty funded by grants or contracts shall not be eligible for Continuing contract status.

5.1.2.1.1 Faculty members who meet the qualifications of Section 5.1.2.1 will have the option of converting to Continuing contract status by notifying the Vice President for Academic Affairs in writing not later than October 30 in the year the faculty members become eligible.

5.1.2.1.2 Continuing contract status faculty may be dismissed only for just cause.

5.1.2.1.2.1 Continuing contract status faculty may be laid off only if the faculty member's position is eliminated.

5.1.2.1.2.2 Continuing contract status faculty whose positions will be eliminated at the end of the winter semester must be notified not later than the previous December 1 of the University's intent to lay the faculty members off. Incumbents in positions to be eliminated at the end of the fall semester must be notified not later than the previous April 15. Continuing contract status faculty with ten (10) or more years of service at the University shall be afforded nine (9)

months' notice of layoff. The layoff of Continuing contract status faculty shall be governed solely by the provisions of Section 5.1.2.

- 5.1.2.1.2.3 Continuing contract status faculty who are laid off shall have the right to be recalled for a period of two (2) calendar years from the date of the faculty members' layoff if the faculty members' position is reestablished.
- 5.1.2.2 Continuing contract status positions may be converted to Tenure Earning positions based on demonstrated need pursuant to Section 5.5.1.2. Any Continuing appointment created after July, 1995 which is converted to a Tenure Earning position shall be filled only after a national search is conducted for the Tenure Earning position.
- 5.1.2.2.1 Faculty on Continuing contract status, whose positions are converted to Tenure Earning appointments and who are appointed to fill the Tenure Earning position may receive credit for prior service consistent with Section 5.5.1.6, and years of experience applicable for appointment consistent with Section 5.2.
- 5.1.2.3 Continuing contract status faculty may apply for promotion if the faculty members meet eligibility requirements.
- 5.1.2.4 Continuing contract status faculty may apply for professional development leave if the faculty members meet eligibility requirements.
- 5.1.3 Reduced Appointment
 - 5.1.3.1 Any faculty member who has been awarded tenure may request a Reduced appointment.

A Reduced appointment is an appointment requiring action of the Board, in which, by mutual agreement between the faculty member and the Board, a Tenured faculty member may be assigned a fraction of the Tenured faculty member's normal workload and receive a proportional fraction of the Tenured faculty member's salary. The faculty member on a Reduced appointment retains tenure and is entitled to the rights, privileges, and protections accorded any other Tenured faculty member. The faculty member on a Reduced appointment shall meet a proportional share of the Tenured faculty member's departmental responsibilities which shall be specified at the time the Reduced appointment is approved.

Reduced appointments are granted for a specified period, and they may be renewed only by mutual agreement between the faculty member and the Board; otherwise the faculty member must return to full-time status. A faculty member on a Reduced appointment must inform the faculty member's department head by March 1 of the last year of the specified period of the faculty member's commitment to return to full-time status or to request a continuation of the Reduced appointment.

A faculty member on a Reduced appointment is entitled to University-paid retirement, medical insurance, life insurance, short-term disability, and long-term disability in proportion to the percentage of the faculty member's appointment. Consistent with the carrier's provisions, the faculty member may receive the faculty member's full-time equivalent of a fringe benefit by

paying the University the difference between the faculty member's entitlement and the full-time equivalent cost (medical insurance and short- and long-term disability insurance coverage is mandatory).

5.1.3.2 Limited Appointment Status

Any Tenured faculty member with a minimum of ten (10) years of full-time service at the University may, by mutual agreement between the faculty member and the Board, be assigned not less than one-quarter (1/4) of the faculty member's normal workload and be provided a corresponding proportion of the faculty member's salary. The faculty member shall be required to establish a termination date when applying for Limited appointment status. In exceptional circumstances not adequately addressed by Reduced appointment status or Family Care Leave, a faculty member may be granted a Limited appointment status with a defined date for return to full-time, regular status if approved by the Vice President for Academic Affairs. The mutual agreement of the Board and the faculty member on Limited appointment status is required to return to a full-time status or to a different fractional appointment.

During the period a faculty member is on Limited appointment status and to the extent allowable by carrier and law, medical coverage and life insurance coverage shall continue at the same rate and in the amounts which would have otherwise been contributed if the faculty member had continued on a regular full-time status. Faculty members will receive as salary the difference between what would be contributed to the faculty members' retirement program based on the faculty members' full-time base salary and the amount contributed based on the faculty members' reduced salary.

A faculty member on Limited appointment status shall be eligible to apply for curriculum and research grants and professional development monies. Such a faculty member shall only earn prorated credit for sabbatical eligibility. For example, if a faculty member is on a two-thirds (2/3) Limited appointment status and receives a full-year sabbatical at one-half (1/2) pay, the faculty member will receive one-half (1/2) of two-thirds (2/3) of the faculty member's salary. A faculty member on Reduced or Limited appointment status is not eligible for an overload assignment unless the Reduced appointment derives from the provisions of Article VII, Section 7.10.

5.2 Academic Titles and Minimum Criteria for Appointment

Full-Time Adjunct - A provisional appointment, normally not to exceed two (2) years, reserved for individuals who do not meet minimum criteria for other rank but who have special attainments, skills, or experience. The University shall consult with the Association before offering any position as a Full-Time Adjunct and it is the intention of the parties not to proliferate appointments under this academic title.

Instructor - An earned Master's degree from an accredited institution (hereafter "accredited institution" shall be understood as an institution which is accredited by one [1] of the six [6] regional accrediting agencies and the recognized accrediting agency for the discipline, where appropriate) or a foreign educational institution whose degree is recommended for acceptance by the dean of the college upon concurrence of the

department head and the faculty of the department in which the appointment will occur, and, in most instances, active candidacy for a terminal degree at an accredited institution. In most disciplines the earned doctorate constitutes the terminal degree; however, in those disciplines in which the doctorate is not normally required, appropriate criteria, including specification of degree requirements, shall be stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs. These may include special attainments, skills, or experience particularly valuable to the academic unit. Probationary appointments to this rank shall not exceed a maximum of seven (7) years.

Assistant Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs. Exceptions may be made because of unusual scholarly and/or professional achievements.

Associate Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally six (6) years of full-time higher education experience at the rank of Instructor or above; evidence of teaching excellence and significant scholarship. Exceptions may be made because of unusual scholarly and/or professional achievements.

Professor - An earned doctorate from an accredited institution or other noteworthy qualifications for the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally, twelve (12) years of full-time higher education experience at the rank of Instructor or above; evidence of teaching excellence and distinguished scholarly or creative professional achievement. Exceptions may be made because of unusual scholarly and/or professional achievements.

Professor Emeritus - The title of "Professor Emeritus" is an honorary title conferred by action of the Board upon the nomination of the faculty or the Board. It shall only be awarded in recognition of an outstanding academic career and noteworthy contributions to the University to those who have retired after having been granted tenure at the University. According to the needs of the University, a Professor Emeritus may be called upon to serve one (1) or more one- (1) year appointments. Each such one- (1) year appointment shall not be subject to the usual notification requirements for reappointment. The provisions of this Section shall not be construed to guarantee employment to any emeritus faculty member in any academic year beyond the fiscal year in which the emeritus faculty member retires.

Visiting Appointments - A temporary appointment of an individual holding academic rank at another institution of higher learning, which shall not exceed two (2) consecutive years.

5.3 Faculty Appointment Procedure

5.3.1 When authorization for a departmental position is given, the dean of the college shall provide the department head with specific staffing guidelines. These shall include budgetary

considerations and, in some cases, desired qualifications. All appointments with academic rank, except for academic administrators and Board-initiated faculty appointments, shall originate within a department in accordance with the bylaws. All candidates proposed or recommended by the Board shall be given full consideration within the staffing guidelines and in accordance with Sections 5.3.2 through 5.3.4. The Board retains final appointment authority in all such Board-initiated appointments.

- 5.3.2 In conducting its search for a person to fill a position, the department, through the department head, must provide clear documentation that it has made a good faith effort to comply with existing federal and state laws regarding discrimination in employment and institutional procedures.
- 5.3.3 When interviews of candidates for the position have been completed, the department, through the department head, shall forward to the dean a written recommendation listing the department's candidate(s) in order of preference and the reasons for the preference. This communication should also include for each candidate a recommended salary range, initial appointment rank, and any special considerations. In the event that the dean rejects the department's recommendation(s), the dean shall request further recommendation(s).
- 5.3.4 When agreement is reached and all conditions of the appointment have been agreed to by the department head, dean, and Vice President for Academic Affairs, an Employment Agreement will be sent by the Vice President to the chosen candidate clearly specifying the type of appointment, salary, credit for prior service, degree, and/or tenure conditions. The Vice President for Academic Affairs shall also send a letter of appointment detailing expectations and responsibilities of the position. The terms of appointment shall normally follow the departmental recommendations specified in Section 5.3.3. Any deviation from these recommendations shall be communicated to the department.

5.4 Faculty Evaluation

- 5.4.1 Formal, written evaluations shall be completed for each faculty member at the direction of the department head and in accordance with the departmental bylaws and this Agreement. Nontenured faculty and Tenured Assistant and Associate Professors will be evaluated annually and Tenured full Professors will be evaluated every three (3) years. However:
- a. New faculty may need to be evaluated three (3) times in the faculty members' first two (2) years in order to permit the necessary evaluation to meet the notification deadlines contained in Section 5.5.3.
 - b. A Tenured full Professor, the departmental evaluation committee, or the department head may request a one (1) or more additional annual evaluations prior to the scheduled three-(3) year formal review.

As of the ending date of this Agreement, the three- (3) year evaluation cycle for Tenured full Professors will revert to a two- (2) year cycle unless, as the result of a review of the evaluation cycle, the Association and the University agree to lengthen the cycle beyond two (2) years.

- 5.4.1.1 “Evaluation period” is a phrase used to describe a period of time during which a faculty member teaches and/or performs assigned duties and additionally engages in professional development and service.

The normal evaluation period for faculty members is the calendar year, with the evaluation conducted during the first five (5) months of the next calendar year. Evaluators are instructed to base the evaluators’ evaluation on the faculty member’s performance during that calendar-year period.

For faculty members applying for tenure, the evaluation period covers multiple years, starting when employment commences at the University unless prior service credit has been granted at the time of hire as provided in Section 5.5.2.1. For faculty with two (2) or three (3) years of prior service credit, the evaluation period must include that prior service time. For faculty with one (1) year of prior service credit, the evaluation period may—at the option of the faculty member—include the employment period for which prior service was granted. The evaluation period ends the day before the first day of fall semester classes during the calendar year in which the application is initiated, and performance or accomplishments after that date cannot be considered by the evaluators. The evaluation schedule for tenure applications is set forth in Section 5.5.6.

For faculty members applying for promotion, the evaluation period covers multiple years, starting when employment commences at the University (with the faculty member having the option to include the evaluation of employment at a prior institution), or on the first day of fall semester classes in the calendar year when the last successful promotion application was initiated at the University, whichever date is later. The evaluation period ends the day before the first day of fall semester classes during the calendar year in which the application is initiated, and performance or accomplishments after that date cannot be considered by the evaluators. The evaluation schedule for promotion applications is set forth in Section 5.7.10.

Example (referencing a work in progress): An applicant for promotion or tenure has written a book-length manuscript during the evaluation period and submitted it to a publisher for review and hopefully for publication. The applicant’s editor replies that the company would like to publish the book in the future. The applicant should list this achievement as an unpublished manuscript, not as a book, since it is not yet published as a book. Editor evaluations received during the evaluation period may also be attached.

Following the application for tenure and/or promotion the first normal evaluation period shall be for a period from the first day of the fall semester in which application was made through the end of the next calendar year. (Approximately sixteen [16] months.)

- 5.4.1.2 Evaluation of a faculty member shall be based on and consistent with the expectations, the goals, any special assignments or criteria that are stated in the initial letter of appointment, the departmental bylaws, previous evaluations, and/or on the judgmental criteria specified in Section 5.6.3. The annual evaluations will be a part of an ongoing record of the faculty member’s progress toward promotion and/or tenure.

The evaluation shall focus on the faculty member's effectiveness in meeting assigned responsibilities (including teaching where applicable), professional development, and service endeavors as outlined in the Agreement and in the department's bylaws.

The evaluation shall address any needs for improvement in the faculty member's performance, and discuss assistance or counseling that has been or should be given to the faculty member.

Evaluation statements shall conclude with a recommendation regarding continued appointment or termination of appointment for a faculty member progressing toward tenure and/or promotion, the evaluation statement shall indicate whether the faculty member is making the expected progress, and what goals or criteria must yet be achieved in order to be recommended for tenure and/or promotion. In the case of applications for promotion and/or tenure, there should be a recommendation regarding the application, accompanied by reasons for the recommendation.

At the departmental level, it is possible for new material to be added to a set of evaluation materials. Either the faculty member may wish to make available additional information to the departmental evaluators, or the evaluators may ask the faculty member for information which the faculty member may have that would aid in the evaluation (the faculty member may choose to make this information available). These materials shall be attached to the Part II statement by the faculty member.

- 5.4.1.3 Each yearly evaluation packet prepared by a faculty member not applying for promotion and/or tenure shall include Parts I, II, III, IV, and V described in subsequent sections. For a faculty member who applies for promotion and/or tenure, Parts VI, VII, VIII, and IX will be added by evaluative bodies during the evaluation process.

It is recommended that faculty applying for promotion and/or tenure set up index tabs to separate the parts in the faculty members' application materials.

5.4.1.4 Part I

A set of official documents, to meet the needs of the Faculty Review Committee (FRC), the College Advisory Committee (CAC), and the departmental evaluation committee for complete and valid information, including:

- a. For a faculty member preparing a normal, annual evaluation:
 - a NMU Faculty Evaluation Processing Form (see Appendix A of the Agreement)
 - the faculty information page (University computer printout)
- b. For a faculty member applying for promotion and/or tenure:
 - a NMU Faculty Evaluation: Promotion and/or Tenure Processing Form (see Appendix A of the Agreement)

- the faculty information page (University computer printout)
- letter of appointment and/or Employment Agreement from the University (and/or from the prior institution)
- where appropriate, a position description listing duties and responsibilities
- where appropriate, documentation outlining any changes in duties and responsibilities
- if any of the above are not available, or otherwise deserve some commentary, the faculty member should include a page with appropriate explanation
- a table of contents covering the narrative in Part II, as well as the materials in the Appendix to Part II (see "h" below), and the Backup Materials to Part II (see "j" below).

5.4.1.5 Part II

A required statement by the faculty member which will include the following:

- a. A general information section which describes the faculty member's years in various ranks at this University and at other universities, other relevant professional experience, and a listing of higher education degrees received (or progress toward degrees), plus any other relevant educational experience (applicants for promotion or tenure should make a special effort to establish that the applicants meet the minimum requirements outlined in the Master Agreement and/or bylaws regarding years of experience and professional degrees); in the case of faculty who are expected to complete a terminal degree, it shall include a clear statement of a professional growth plan which includes a timetable for completing the terminal degree;
- b. a listing of accomplishments in each of the three (3) criteria (assigned professional responsibilities, professional development, and service) described in the Master Agreement and in departmental bylaws, and a statement as to the relative emphasis to be placed on criteria 2 and 3. This material should cite the relevant sections of the bylaws, and clearly show how the expectations of the bylaws have been met (or in normal, annual evaluations, how the faculty member is attempting to meet those expectations);
- c. this narrative statement (Part II of the evaluation) is limited to twenty-five (25) pages in length—a restriction particularly aimed at those applicants for promotion and tenure;
- d. for teaching faculty, student evaluation information of the faculty member's teaching must be included in the narrative statement (though some material may be placed in the Appendix or in Backup Materials); one should provide a description of the student evaluation process utilized (including when the information was acquired), a sample copy of any student evaluation form(s) used, arithmetic scores and quantitative analysis if rating scales were used, a condensed narrative report of student comments if those were obtained, other information from student evaluations as appropriate, and a short qualitative

assessment of the student evaluations (student evaluation sheets should not be submitted in raw form; however, they should be available to any evaluation committee or person upon request);

- e. for instructional faculty, evaluation information on the faculty member's advising must be included in the narrative statement;
- f. a comprehensive assessment of the faculty member's teaching and advising effectiveness based upon colleague evaluation information (this assessment would cover assigned duties for noninstructional faculty);
- g. statement of plans for the coming evaluation period; the faculty member is asked to be specific in identifying assignments and plans in the area of teaching or other assigned professional responsibilities, research, and service; the faculty member should note when such plans are contingent upon University or outside support (e.g., travel, sabbatical request, Fulbright application, released time for research);
- h. there should be an Appendix to the Part II narrative, which should consist of important documents referred to in the narrative which evaluators would find essential to understanding the narrative, such as letters of support, reviews of publications, copies of publications or presentations, etc. For promotion and tenure applications, this appendix is limited to eighty (80) pages, bearing in mind that the applications and their appendices must be hand-carried by many reviewers. Material too lengthy to be included within this eighty- (80) page limit may be placed in Backup Materials (see "j" below); and
- i. when applying for promotion and/or tenure, the first paragraph should include a statement highlighting this fact, as well as an explanation of how the faculty member intends to structure the material; and
- j. for promotion and tenure applications, faculty members should also submit Backup Materials; evaluations for prior years that are part of the evaluation period must be submitted, and may also include bulky manuscripts, reports, copies of published articles or reprints, and slides or art works that cannot readily be duplicated; Backup Materials should be available first in the department, then in the appropriate dean's office, and later in the AAUP office so that the appropriate persons can consult them.
- k. Evaluation materials should be placed in the following order: Part I, followed by Parts II, III, etc. The Appendix to Part II should be last. The use of index tabs for each part is recommended.

5.4.1.6 Part III

Each yearly evaluation of a faculty member shall include a statement by the departmental evaluation committee. The committee should begin their evaluation by examining Parts I and II prepared by the faculty member. This statement by the committee must contain the following:

- a. a confirmation of the faculty member's years of experience and educational achievements: for probationary appointments, this would be a confirmation of where the faculty member currently is in terms of the probationary time frame, and for an application for promotion and/or tenure, this would be a confirmation of precisely how the faculty member meets or does not meet the minimum qualifications for promotion and/or tenure;
- b. a confirmation of the beginning and ending dates of the evaluation period;
- c. a confirmation of the faculty member's relative emphasis for professional development and service as required by Section 5.6.3 of the Master Agreement and other relevant requirements of the departmental bylaws;
- d. evaluative judgments about the faculty member's performance in meeting the criteria and goals specified in the Master Agreement, departmental bylaws, and in prior evaluation statements. The evaluative judgments will be used as a basis for establishing a record of progress towards the meeting of requirements for tenure and/or promotion in applications for promotion and/or tenure, the committee will determine whether the faculty member has met the criteria and goals specified in the Master Agreement, the departmental bylaws, and in prior evaluation statements;
- e. clear, explicit language that evaluates the faculty member's performance in terms of the three (3) areas (teaching and/or assigned professional responsibilities, professional development, and service) listed in the Master Agreement and in departmental bylaws; this material should cite the relevant sections of the bylaws and clearly show how the expectations in the bylaws have been met or not met regarding significant achievements and effective performance;
- f. for teaching faculty, an interpretive analysis of student evaluations (quantitative analysis where rating scales are used, and assessment of comments from students where available) in the context of the specific teaching situation;
- g. an assessment of the faculty member's teaching and advising effectiveness based upon colleague evaluation information (or assigned duties for nonteaching faculty);
- h. a concluding section consistent with Section 5.4.1.2 regarding recommendation on continuation or termination of appointment, and in the cases of application for tenure or promotion, a recommendation of concurrence or nonconcurrence for the application, accompanied by reasons for the recommendation; and
- i. a signature section showing the name of the chairperson of the departmental evaluation committee, as well as the names of all other members of the committee, and a place for the chairperson's signature (as well as for the signatures of all members of the committee in promotion and/or tenure cases).

5.4.1.7 Part IV

This part of the faculty member's evaluation is a statement by the department head which also addresses Section 5.4.1.2 and items (a) through (f) in Section 5.4.1.6. The department head must sign this statement.

5.4.1.8 Part V

- a. For evaluations not involving applications for promotion and/or tenure:

At that point when the department has completed its evaluation, the faculty member shall review the completed evaluation before it leaves the department and shall have the right to add any written comments or pertinent material, which shall be appended to the Part V form. The faculty member shall then sign the Part V form.

The faculty member's complete evaluation shall then be forwarded by the department head to the dean. The dean shall review and sign the Part V form indicating that the dean has reviewed the evaluation, and may additionally choose to write a statement addressing some or all of the issues raised in the evaluation materials consistent with Section 5.4.1.2 and items (a) through (f) in Section 5.4.1.6. If the dean chooses to write a statement, it shall be attached to Form V, after which a complete copy shall be given to the faculty member who may respond to the dean's statement within seven (7) calendar days. Additional copies shall be distributed as follows: one (1) copy for the departmental personnel file, one (1) copy for the dean's personnel file, and one (1) copy for the Vice President for Academic Affairs.

- b. For evaluations involving applications for promotion and/or tenure:

At the point when the department has completed its evaluation, the application shall be considered complete, and no additional information or material shall be added. The faculty member has the right to review the faculty member's completed evaluation and must sign the Part V form acknowledging the same.

This prohibition about adding new material should not preclude any evaluation body/person from seeking to obtain information that would clarify material in the completed evaluation, including but not limited to asking the faculty member to provide that clarification in writing. Example: An evaluation body desires to know whether a publication was juried or not.

Should a question arise as to whether the information desired represents an attempt at clarification or seems to represent a desire for new information, the inquiring party should put the question to the Vice President for Academic Affairs and to the grievance officer of the Association, and the information request may not be pursued unless both agree that it is indeed a matter of clarification.

Recommendations for tenure and/or promotion shall be forwarded separately as described in Sections 5.5.5, 5.5.6.2 plus 5.5.6.2.1 and 5.7.4 plus 5.7.4.1 of the Master Agreement.

The faculty member applying for promotion and/or tenure and the faculty member's department must provide ten (10) copies (original and nine [9] copies) of the completed evaluation materials (Parts I through V and Appendix) for all applications forwarded to the college level.

5.4.1.9 These evaluations shall form a cumulative record for the basis of all recommendations of continuing appointment (including tenure and promotion) or of termination.

5.4.1.10 As promotion and tenure applications advance through the evaluation process, the statements (and appeal letters where they occur) should be added to the evaluation materials in the following order:

Part VI College Advisory Committee's Statement

Part VII Dean's Statement

Part VIII Faculty Review Committee's Letter

Part IX Vice President for Academic Affairs Letter

5.4.2 Official Personnel File

5.4.2.1 An official personnel file for each faculty member shall be maintained in the Offices of the Vice President for Academic Affairs, the dean, and the faculty member's department (these files will be referred to as "the official personnel files"). In addition to other material, the official personnel files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion. Each faculty member, or person authorized in writing by the faculty member, shall have the right to inspect that faculty member's files. Other material that may be referenced in the Bullard-Plawecki Employee Right to Know Act which identifies the individual faculty member may be housed in other offices at the University.

5.4.2.2 Any preemployment material in the official personnel files may be removed prior to inspection.

5.4.2.3 A faculty member shall have the right to obtain a copy of all material in the faculty member's faculty record at the faculty member's expense. The fee shall be limited to the cost of reproduction and the mailing of the materials requested.

5.4.2.4 No unsubstantiated material shall be retained or placed in any faculty member's official personnel files. There shall also be no materials that make reference to unsubstantiated or anonymous comments, except for historical references and, then, without conveying substantive content. Anonymous material may be included only when revealing the identity of the person could subject the person to unwarranted treatment by the faculty member, e.g., the identity of students alleging abusive treatment could be withheld as long as they are still members of the faculty member's class. Such material can not, however, be used as the basis for any disciplinary action beyond a written warning.

5.4.2.5 Except where prohibited by law, if the University grants permission for a government agency to examine the official personnel files of any faculty member, timely notice will be given to the faculty member and the Association as to which files will be examined, the examiner, the agency, the date, and the purpose of the examination.

- 5.4.2.6 If a faculty member's official personnel file maintained in the Offices of the Vice President for Academic Affairs or appropriate dean or department head is subpoenaed, the University shall send timely notice of the subpoena to the faculty member.
- 5.4.2.7 All written material used by the dean or Vice President for Academic Affairs in making recommendations concerning reappointment, tenure, and promotion, and disciplinary matters (discipline and/or termination) shall be contained in the official personnel files at the time of these recommendations. These materials shall be placed in the file in a timely manner and the faculty member shall be sent a copy of the materials within twenty (20) days of its occurrence. Materials not placed in a file within one hundred eighty (180) days of their receipt may not be added to the file.
- 5.4.2.8 Within twenty (20) days of the addition of material to a faculty member's official personnel file, the faculty member shall be sent a copy of that added material if the faculty member was not the originator or addressee, or not specifically carbon copied on the material.
- 5.4.2.9 Pursuant to the Bullard-Plawecki Employee Right to Know Act, if the faculty member disagrees with information contained in the faculty member's official personnel files, removal or correction of that information may be mutually agreed upon by the University and the faculty member. If an agreement is not reached, the faculty member may submit a written statement explaining the faculty member's position. The election of the faculty member not to submit such a written rebuttal does not indicate agreement with the information. If a faculty member elects to file a written rebuttal, the University's failure to respond does not indicate agreement with the faculty member's response.

Faculty members shall have the right to make reasonable additions to the faculty members' official personnel files.

5.4.2.10 Faculty Record Maintenance

For the purpose of periodic faculty record maintenance, the designated administrative officer and the faculty member may jointly review the contents of the faculty member's personnel record. By mutual agreement and with the written approval of the Vice President for Academic Affairs, individual documents may be removed, provided that they have no probable future need. However, files may be routinely updated from time to time at the discretion of the designated administrative officer by removal of such routine items as outdated vita, which will be returned to the faculty member.

- 5.4.2.11 The University agrees to take reasonable steps to maintain the confidentiality of faculty records, pursuant to the following guidelines:
- 5.4.2.11.1 Internal access to faculty records shall be afforded to those University officials, employees, or agents who have a reasonable need for such access pursuant to legitimate University business.

5.4.2.11.2 As to external requests for faculty records:

- a. The University agrees to maintain the confidentiality of faculty records to the extent permitted by law. This provision does not impact upon the University's duty to comply with lawfully issued subpoenas, court orders, discovery demands, garnishments, or other such routine information requests required by law, including routine requests for information under the Freedom of Information Act (the "FOIA").
- b. If the University receives a nonroutine FOIA request for access to faculty records (e.g., a request for specific items from a faculty record which may constitute a "clearly unwarranted invasion of privacy" as provided in a FOIA exception), the University will take reasonable steps to notify the faculty member and the Association of the request. If the University determines it is required to release faculty records pursuant to such a request, it will take reasonable steps to notify the faculty member and the Association of its decision so that the faculty member and/or the Association can respond to the decision before the release of the records, with the understanding that the University must meet statutory time lines.

5.5 Tenure Policy

5.5.1 General Principles

5.5.1.1 Tenure is conferred by formal action of the Board upon the recommendation of the President of the University as initiated by the department and/or department head and bearing the concurrence of the appropriate faculty committees (department, college, University-wide), dean, and the Vice President for Academic Affairs. No faculty member upon whom tenure status has been conferred shall be discharged except for just cause. (Layoff of Tenured faculty members is dealt with in Article VII; the procedure to be followed in the termination of a Tenured faculty member for just cause is dealt with in Article X.)

5.5.1.2 Tenure shall be granted only to those faculty members at the rank of Assistant Professor or higher in positions which are fully funded by state appropriations, unless specifically exempted in the initial letter of appointment. In cases where specific programs are modified by action of governmental or private funding agencies, the granting of tenure may depend on the continuing existence of such programs. All other instances in which the granting of tenure is affected by programmatic changes shall be governed by the procedures described in Articles III and VII.

The University and the Association recognize the unique role that the University serves in providing community college level programs. They also recognize that faculty hired to teach in these programs may be required to have specific qualifications different from the traditional terminal degree qualifications.

Faculty who are appointed to teach courses related specifically to community college level programs (including developmental courses) will be eligible to be considered for tenure if they meet the qualifications set forth in the departmental bylaws and the Master Agreement.

- 5.5.1.3 Tenure shall be granted only to United States citizens, those in process of becoming citizens, or those noncitizens who are permanent residents, as certified by the U.S. Bureau of Immigration and Naturalization Service.
- 5.5.1.4 In the probationary period established herein, a leave or leaves of absence totaling two (2) years or less shall not void the continuity of the probationary period.
- 5.5.1.5 Resignation from the University terminates the tenure probationary period. A faculty member returning to the University after a resignation will receive credit for this service in accordance with the provisions of Section 5.5.2.1.
- 5.5.1.6 Up to three (3) years of service at the University shall be credited toward tenure for faculty members who occupy full-time Term appointments at the University and who are subsequently awarded a Tenure Earning appointment.

5.5.2 Probationary Period

All faculty members on Tenure Earning appointments will have a probationary period not exceeding seven (7) consecutive years. It is possible that, as a result of a negative evaluation based on the judgmental criteria, a faculty member may be issued a notice of termination after any evaluation during the probationary period, provided that the notification meets the timing requirements of Section 5.5.3.

- 5.5.2.1 For purposes of tenure, a newly appointed faculty member shall be given credit for each year of full-time prior service at the rank of Instructor or above up to two (2) years. If appointed at the Associate Professor level or above, the faculty member may be granted a third year of prior service credit. In circumstances where newly appointed faculty have had a professionally related position without academic rank, consideration may be given to the awarding of prior service credit. The number of years credited toward the probationary period shall be stipulated in the initial letter of appointment; however, the maximum amount of prior service credit to be applied to the probationary period shall be three (3) years. Any prior service so credited shall be included in computing the probationary years of service referred to in Sections 5.5.2 and 5.5.2.2.
- 5.5.2.2 In the absence of earlier notice of termination or earlier granting of tenure, a faculty member shall be given written notice not later than May 15 of the sixth year, of (1) tenure granted, (2) intention to grant tenure at the end of the seventh year upon fulfillment of specified conditions, or (3) in the absence of such fulfillment, to terminate the appointment at the end of the seventh year.

5.5.3 Notice of Termination

If the decision is reached that a faculty member on a Tenure Earning appointment should be given notice of termination, such notice must be given in writing as follows:

- a. In the first year of employment that begins with the fall semester, the notification date will be not later than March 1. In the case of any other beginning date, the notification date shall be at least three (3) months prior to the end of the first full year of service.

- b. In the second year of employment that originally began with the fall semester, the notification date for the second year of service will be not later than December 15. In the case of any other beginning date, the notification date shall be at least six (6) months prior to the end of the second full year of service.
- c. After two (2) or more years in the institution, the notification date shall be at least twelve (12) months prior to the effective date of the termination.

5.5.4 Judgmental Criteria for Tenure Evaluation

Probationary faculty shall be evaluated for tenure on the basis of the judgmental criteria specified in Section 5.6.3.

5.5.5 Tenure Review Process

The department has the responsibility for initiating and conducting of tenure review for all probationary faculty on Tenure Earning appointments in their department. This review follows a probationary period during which colleagues advise the Tenure Earning faculty member of the faculty member's progress toward tenure through the annual evaluation process. The annual evaluation will also contain a description of the faculty member's current status and any remaining requirements or improvements necessary for achieving a favorable tenure recommendation. It is the responsibility of the faculty member being considered for tenure to demonstrate that the faculty member has met the criteria for tenure as specified in the departmental bylaws and the faculty member's annual evaluations during the cumulative evaluation process of the faculty member's probationary period. The departmental evaluation committee shall submit a written report containing recommendations with all supporting documents for the award of tenure. In addition to the committee's recommendation, the department head shall provide an independent evaluation concurring or not concurring with the committee's report.

5.5.6 Timetable for Tenure Review Process

5.5.6.1 October 1: Faculty applications for tenure shall be forwarded to the department.

5.5.6.2 November 15: Departmental recommendations shall be forwarded to the CAC which shall conduct a review of all candidates for tenure within the college. The CAC may overrule the departmental recommendations only for reasons based on the evidence relative to the achievement of the criteria specified in Section 5.5.4, which it shall communicate to the department and the faculty member in writing.

5.5.6.2.1 The individual faculty member's tenure application file must be complete at the time the recommendation of the department is forwarded to the CAC. No additional materials may be added by the faculty member, departmental faculty, or department head nor be requested by any faculty committee or academic administrator except during the investigation of an appeal.

5.5.6.3 December 15: CAC recommendations for tenure shall be submitted to the dean who shall provide a written statement of concurrence or nonconcurrence with the CAC recommendations.

The dean may overrule the CAC's recommendation only for reasons based on the evidence relative to the achievement of the criteria specified in Section 5.5.4, which the dean shall communicate to the CAC and the faculty member in writing.

- 5.5.6.4 February 1: The dean shall submit the dean's recommendations for tenure to the FRC. The FRC shall conduct a thorough review of all candidates for tenure and shall submit its recommendations to the Vice President for Academic Affairs. The FRC may overrule the dean's recommendation only for reasons based on the evidence relative to the achievement of the criteria specified in Section 5.5.4, which it shall communicate to the dean in writing.
- 5.5.6.5 March 1: The FRC shall forward its recommendations for tenure to the Vice President for Academic Affairs who shall determine those faculty for whom tenure will be recommended to the President of the University and the Board. The Vice President for Academic Affairs shall depart from the recommendations of the FRC only for serious and compelling reasons. The Vice President for Academic Affairs will notify both the FRC and the faculty member in writing of the reasons for the Vice President's decisions in any case where it departs from the recommendation of the FRC.
- 5.5.6.6 Should any committee or administrator fail to submit its or the faculty member's recommendations within the time periods contained herein, the process shall proceed to the next step without the benefit of such recommendations unless an extension is granted by the committee or faculty member at the next step.

5.5.7 Appeals

Any faculty member who is denied tenure may appeal to the next highest committee or authority up to the Vice President for Academic Affairs; however, negative recommendations will be forwarded to the next level only if appealed in writing by the faculty member. Such written appeal must be submitted within fourteen (14) calendar days of the receipt of the negative recommendation by the faculty member. In the event that the appeal receives a positive recommendation, the committee or faculty member reversing previous recommendations shall forward to the committee/faculty member the reason(s) for the reversal of the negative recommendation.

At the Departmental level: When both the departmental evaluation committee and the department head do not support a tenure or promotion application, the application will not go forward to the next level unless there is a formal appeal; when one (1) of the two (2) recommendations at the departmental level is negative, the application will automatically go to the next level (CAC) and no appeal is necessary or permitted. (This statement is made to clarify Sections 5.5.5, 5.5.6.2, 5.5.7, 5.7.3, 5.7.4, 5.7.9, and 5.7.10.1.)

5.6 Promotion Policy

5.6.1 General Principles

- 5.6.1.1 Promotion shall be based primarily on merit, although years of service and educational preparation shall be given some consideration.

5.6.1.2 Promotion recommendations shall be based on the judgmental criteria specified in Section 5.6.3.

5.6.2 Eligibility Criteria

5.6.2.1 To be eligible for promotion, a faculty member must meet the following requirements:

5.6.2.1.1 Assistant Professor: An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs. Exceptions may be made because of unusual scholarly and/or professional achievements.

Associate Professor: An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally five (5) years of full-time higher education experience at the rank of Instructor or above, completed prior to application for the Associate Professor rank; compliance with the provisions of Section 5.4. Exceptions may be made because of unusual scholarly and/or professional achievements.

Professor: An earned doctorate from an accredited institution or other noteworthy qualifications for the position as stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and the Vice President for Academic Affairs; normally, eleven (11) years of full-time higher education experience at the rank of Instructor or above, completed prior to application for the Professor rank; compliance with the provisions of Section 5.4. Exceptions may be made because of unusual scholarly and/or professional achievements.

5.6.2.1.2 The degree and time in rank requirements stated in Section 5.6.2.1.1 should not be interpreted so as to prevent the promotion to a higher rank of faculty members who have served at the University for at least five (5) years prior to 1975-76. For these faculty members, merit, based upon the judgmental criteria documented in the faculty member's cumulative evaluations, shall be the primary consideration for promotion.

5.6.3 Judgmental Criteria for Promotion

Faculty who request consideration for promotion shall present in the annual evaluation supporting evidence as defined in departmental bylaws bearing on the quality of the faculty members' performance since the last promotion in each of the following areas:

- a. Assigned professional responsibilities in such areas as teaching, counseling, or librarianship and other assigned responsibilities such as academic advising or curriculum development and other related duties as specified in the letter of appointment.
- b. Professional development such as:
 - (1) Research, scholarship, and creative activities directed toward the publication, presentation, or dissemination of new knowledge, techniques, or modes of expression

in monographs, professional journals and meetings, formal exhibitions, performances, and recitals that are subject to a peer review and selection process.

- (2) Involvement in professional conferences
 - (3) Consulting
 - (4) Other appropriate professional activities
- c. Service on departmental, college, and University-wide committees, service to the student body, and service through professional organizations, and professionally related community service.

The bylaws of each department shall specifically describe standards for promotion which confirm levels of achievement in the areas of assigned professional responsibilities, professional development, and service commensurate with each higher rank. Such descriptions must be approved according to the processes described in Article III, Section 3.1.

Effectiveness in assigned professional responsibilities is the primary and most important criterion for promotion (criterion 1). Evidence of continued effectiveness shall reflect achievement of goals in assigned professional responsibilities as articulated in prior evaluations. The relative emphasis on professional development (criterion 2) and service (criterion 3) must be specified in evaluation materials each year, including the year of application, prior to the time when the faculty member applies for promotion. This determination must be within parameters described in the department's bylaws and will be the result of dialog between the faculty member, the departmental evaluation committee, and the department head. Confirmation of the faculty member's relative emphasis on criteria 2 and 3 will be provided by the departmental evaluation committee and be subject to approval of the department head.

5.6.4 Departmental Eligibility and Judgmental Criteria

5.6.4.1 Departments may periodically add to or revise particular departmental eligibility and judgmental requirements in the departments' bylaws subject to the approval of the department head, the CAC, the appropriate dean, and the Vice President for Academic Affairs.

5.6.4.2 Following approval by the appropriate dean and Vice President for Academic Affairs, the department's criteria, as specified by the bylaws, will be regarded as official departmental policy to be communicated to all department members and available on request by any faculty member from the appropriate dean.

5.7 Promotion Review

5.7.1 Promotion review shall be based on the faculty evaluation as outlined in Section 5.4 and shall reflect the general principle stated in Section 5.6.1. A promotion review shall be conducted when requested by a faculty member.

- 5.7.2 As provided by departmental bylaws, each department shall establish procedures for tenure and promotion review.
- 5.7.3 The departmental evaluation committee shall conduct a review of the qualifications and performance of the faculty member and shall submit a written report and recommendation which shall be incorporated in the faculty member's annual evaluation. The department head shall submit an independent report which shall be incorporated in the faculty member's annual evaluation.
- 5.7.4 The department head shall forward to the CAC and the dean, the department's candidates for promotion.
- 5.7.4.1 The individual faculty member's promotion application file must be complete at the time the recommendation of the department is forwarded to the CAC. No additional materials may be added by the faculty member, departmental faculty, or the department head nor be requested by any faculty committee or academic administrator except during the investigation of an appeal.
- 5.7.4.2 Candidates not recommended for promotion by the departmental committee or a department head shall be provided a written statement of the reason(s). A faculty member may appeal the faculty member's department's recommendations on promotion directly to the CAC, which shall make its own investigation and determination of such appeal and shall advise the faculty member of its determination. The CAC may refer the faculty member's appeal to the faculty member's department for further consideration. The departmental evaluation committee and the CAC shall forward copies of the committee's and CAC's actions to the grievance officer.
- 5.7.5 The CAC shall conduct a thorough review of all candidates for promotion within the college and shall submit its recommendations to the dean of the college for review and action. Should the CAC overrule the departmental recommendation for promotion, the CAC must provide to the candidate and the previous review body a specific written statement of how in the CAC's judgment, the candidate failed to meet the criteria specified in Section 5.6.2, Section 5.6.3, or departmental bylaws, along with suggestions on how to strengthen the case for favorable consideration in the future.
- 5.7.5.1 Faculty not recommended for promotion by the CAC shall be provided a written statement of the reason(s). A faculty member may appeal the recommendations of the CAC to the dean who shall make the dean's own investigation and determination of such appeal and shall advise the faculty member of the dean's determination. The dean may refer such appeals to the CAC for further consideration.
- 5.7.6 The dean shall forward the dean's recommendations for promotion to the FRC. Should the dean overrule the CAC's recommendation for promotion, the dean must provide to the candidate and the previous review body a specific written statement of how in the dean's judgment, the candidate failed to meet the criteria specified in Section 5.6.2, Section 5.6.3, or departmental bylaws, along with suggestions on how to strengthen the case for favorable consideration in the future.

- 5.7.6.1 Faculty not recommended for promotion by the dean shall be notified in writing of the reason(s) for the dean's decision. A faculty member may appeal the recommendations of the dean to the FRC. The FRC shall make its own investigation and determination of such appeal and shall advise the faculty member of its determination. The FRC may refer such appeals to the dean for further consideration.
- 5.7.7 The FRC will conduct a thorough review of all candidates for promotion and shall submit its recommendations to the Vice President for Academic Affairs for review and action. Should the FRC overrule the dean's recommendation for promotion, the FRC must provide to the candidate and the previous review body a specific written statement of how in the FRC's judgment, the candidate failed to meet the criteria specified in Section 5.6.2, Section 5.6.3, or departmental bylaws, along with suggestions on how to strengthen the case for favorable consideration in the future.
- 5.7.7.1 Faculty not recommended for promotion by the FRC shall be provided a written statement of the reason(s). A faculty member may appeal the FRC's recommendation to the Vice President for Academic Affairs, who shall make the Vice President's own investigation and determination of such appeal and shall advise the faculty member of the Vice President's determination. The Vice President for Academic Affairs may request the FRC to reconsider its recommendations.
- 5.7.8 The Vice President for Academic Affairs (as the Board's agent), following consultation with the FRC, shall determine those faculty for whom promotion will be recommended to the President and the Board. Recognizing that promotion recommendations advanced by the FRC are the end result of a thorough review process, the Vice President for Academic Affairs shall depart from the recommendations of the FRC only for serious and compelling reasons. The Vice President for Academic Affairs will notify both the FRC and the faculty member in writing of the reasons for the Vice President's decision in any case where it departs from the recommendation of the FRC.
- 5.7.9 Negative recommendations will be forwarded to the next level only if appealed in writing by the faculty member.
- At the Departmental level: When both the departmental evaluation committee and the department head do not support a tenure or promotion application, the application will not go forward to the next level unless there is a formal appeal; when one (1) of the two (2) recommendations at the departmental level is negative, the application will automatically go to the next level (CAC) and no appeal is necessary or permitted. (This statement is made to clarify Sections 5.5.5, 5.5.6.2, 5.5.7, 5.7.3, 5.7.4, 5.7.9, and 5.7.10.1.)
- 5.7.10 Promotion review shall be conducted in accordance with the following schedule:
- Faculty applications for promotion shall be forwarded to the department by October 1.
 - Departmental recommendations shall be sent to the CAC by November 15.
 - CAC recommendations shall be sent to the deans by December 15.

- Recommendations of the deans shall be sent to the FRC by February 1.
- Recommendations of the FRC shall be sent to the Vice President for Academic Affairs by March 1.
- Recommendations of the Vice President for Academic Affairs shall be sent to the Board by April 1.

Candidates for promotion or tenure shall be notified of the recommendation, positive or negative, at each step in accordance with the above schedule. The candidates will also be notified of the action of the Board with respect to promotion and tenure actions.

The effective date for tenure and/or promotion is July 1 for faculty on a twelve- (12) month appointment and the beginning of the academic year for faculty on an academic-year appointment.

- 5.7.10.1 When a faculty member is notified in writing of a negative recommendation, the faculty member shall have fourteen (14) calendar days from the receipt of the letter in which to lodge an appeal. Such a notice shall be sent by certified mail. In the event the certified letter notifying the faculty member of a negative recommendation is not received, the fourteen- (14) day period for appeal shall begin to run not later than the date of notice by the University from the post office that the certified letter was refused or unclaimed.
- 5.7.10.2 It is agreed that should any committee or faculty member fail to submit the committee's or the faculty member's recommendations within the time periods above specified, the process shall proceed to the next step without the benefit of such recommendations, unless an extension is granted by the faculty member or committee at the next step.

ARTICLE VI

PROFESSIONAL RESPONSIBILITIES

6.1 Professional Responsibilities

6.1.1 The Board and the Association agree that the primary professional responsibility of faculty members is teaching, professional library work, or professional counseling, depending on the position. They agree that research, scholarship, and creative activities; professionally-related service; and professional development are also faculty responsibilities. It is the responsibility of the Board and the Association to foster an atmosphere of intellectual inquiry and growth. It is the responsibility of the Board to provide support to fulfill these responsibilities.

6.1.1.1 Full-time instructional faculty members shall normally be assigned to a twenty-four (24) credit-hour teaching load (or its equivalent) during the regular academic year (fall and winter semesters). In most instances, twelve (12) hours is the normal credit-hour load for each regular semester. It is recognized that it may not be possible to establish the same credit-hour production for each faculty member. Department heads, after consultation with departmental faculty, are responsible for structuring assignments to take into account large sections in single courses, laboratory supervision and planning, supervision of special learning activities, supervision of field activities, clinical experience, or administrative duties.

6.1.1.1.1 Off-campus teaching assignments during the academic year shall be based on the programmatic needs as determined by the dean, department head, and the Director of Continuing Education and Sponsored Programs. When accreditation standards dictate limitation on off-campus overloads, the Board reserves the right to assign qualified members of the bargaining unit to off-campus courses as part of load, but no faculty member can be assigned more than one (1) on-load extension course in an academic year without mutual consent. In other cases, these courses may be offered to qualified members of the bargaining unit or to qualified adjuncts as extension courses. The department head and dean have final authority to determine such assignments.

6.1.1.1.2 Individual instructional faculty members may have the normal twenty-four (24) credit hour on-campus teaching load assignment for the two- (2) semester academic year reassigned to include spring, summer, overload and/or off-campus courses at no additional compensation only at the written mutual agreement of the dean, the department head, and the faculty member.

Under this reassignment option all semesters involving a reduced teaching load shall carry an equivalent reduction in all noninstructional duties.

6.1.1.1.3 If a new department is created which requires faculty in that department to teach labs or clinics or if there are proposed changes in an already existing department which would alter the credit hour value of labs or clinics and the faculty and the Administration cannot come to agreement concerning the credit hours to be assigned for teaching such labs or clinics, the matter will be referred to a committee consisting of two (2) representatives from the Board and two (2) from the Association. This committee shall review the proposals of the departmental faculty and the Board in light of the current work practices in AAUP-represented academic departments at the

University. The committee shall submit its recommendation to the Vice President for Academic Affairs who will follow the recommendations of the committee unless the Vice President has serious and compelling reasons for not doing so. If the Vice President for Academic Affairs does not follow the recommendations of the committee, the Vice President will indicate the Vice President's reason in writing to the committee and the department.

- 6.1.1.2 The normal workload for noninstructional faculty shall be forty (40) hours per week, with specific work schedules determined by the department head or dean.
- 6.1.1.3 In the case of faculty members who are assigned combined instructional and noninstructional responsibilities, an appropriate proration shall be made consistent with Sections 6.1.1.1 and 6.1.1.2.
- 6.1.1.4 Faculty shall have departmental, college, and University-wide committee responsibilities and shall participate in at least one (1) commencement exercise each calendar year.
- 6.1.1.5 There shall be no fixed scheduling of the times which faculty members shall be required to discharge the faculty members' professional responsibilities, except as provided in Section 6.3 and except as required by scheduled class assignments and the fixed scheduling of other events which faculty members are required to attend by this Agreement.

6.1.1.6 Release-Time Credit

In order to provide released time for faculty research, professional development, curriculum development, and to supplement sabbatical time and pay combinations, a system of earning and using released-time credits is available.

- 6.1.1.6.1 Released-time credits may be earned for teaching overload classes (defined in Section 6.1.1.6.2) for which no monetary compensation is received according to the following system:
 - a. One (1) released-time credit shall be earned for each credit hour for on- or off-campus credit.
 - b. One-quarter (0.25) released-time credit shall be earned for each three-(3) or four- (4) credit course taught as a directed study.
 - c. A faculty member may not accrue more than twelve (12) credits of released time during the life of the Agreement.
 - d. In order to teach any course for released-time credit, a faculty member must sign a statement on the form for released-time credit indicating that the released time earned will be used for professional development. A specific plan describing how the released-time credit will be used for professional development must be developed in time for the faculty member to meet the time requirements of Sections 6.1.1.6.4 and 6.1.1.6.5. Except in special circumstances approved by the Vice President for Academic Affairs, courses used for released time must be so designated no later than the first day of the semester in which the class is taught. (See Appendix C for form.)

- 6.1.1.6.2 An overload course is a course assigned to a faculty member by the department head which is in addition to the normal assigned professional responsibilities.
- 6.1.1.6.3 If faculty members wish to use released-time credits which have been or will have been earned before the beginning date of the A sabbatical, the faculty member must apply for a full-year, half-pay option and indicate on the sabbatical application the amount of released time to be used as a supplement.
- 6.1.1.6.4 A faculty member intending to use four (4) hours or less of released time must seek the approval of the department head six (6) months in advance by submitting a plan for the use of the released-time credit. What constitutes an acceptable plan shall be discretionary with the department head.
- 6.1.1.6.5 The faculty member's plan for the use of more than four (4) hours of released time, other than as a sabbatical supplement, must be approved by the Vice President for Academic Affairs six (6) months in advance. What constitutes an acceptable plan shall be discretionary with the Vice President. For example, approval by the Vice President must be obtained to combine eight (8) hours of accrued released time with a four- (4) hour teaching assignment in order to fulfill the normal twelve- (12) hour teaching assignment for a semester.
- 6.2 Instructional Responsibilities
- 6.2.1 Instructional objectives, course requirements, and the testing methods and criteria to be used in grading shall be communicated to students by means of a syllabus at the beginning of each semester (or session). Copies of syllabuses shall be on file in the department office.
- 6.2.2 Students shall be provided timely appraisal of the students' progress in each course and shall be provided an opportunity to review all written work on which they have received grades (including final exams which shall be retained by the instructor for one [1] year).
- 6.2.3 Faculty shall meet their assigned classes at their scheduled times for the entire period and for the full length of the semester. Any change in time or location of a scheduled class must have prior approval of the department head, and the faculty member is expected to give students timely notification of the change.
- 6.2.3.1 All student-initiated appeals of grades shall follow the procedure described in the *Northern Michigan University Student Handbook*.
- 6.3 Academic Advising, Registration, and Student Consultation Responsibilities
- 6.3.1 Faculty shall have registration and advising responsibilities before the beginning of classes and during the semester (or session, if applicable), including advance registration periods.
- 6.3.2 Faculty recognize that being available for consultation with students is essential for student learning and hence an important responsibility. Faculty will be available for consultation a minimum of twelve (12) hours a week; some of these hours may be arranged individually or

through the departmental office; others, however, must be held at regular and posted times at a designated professional location, e.g., faculty office or laboratory.

6.4 Academic Freedom and Responsibility

6.4.1 The Board and the Association subscribe to the following statement which sets forth principles of academic freedom and associated responsibilities of individual faculty members:

The faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of the faculty member's other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The faculty member is entitled to freedom in the classroom in discussing the course subject, but the faculty member should be careful not to introduce into the teaching controversial matters which have no relation to the course subject.

6.5 Professional Development

6.5.1 Faculty members shall be expected to engage in appropriate professional development activities as specified in the annual evaluation.

6.5.1.1 Faculty who receive funds for travel or professional development will prepare a report detailing how this support contributed to professional development or the improvement of academic programs at the University. The report will be made in writing to the department head and submitted as part of the faculty member's evaluation.

6.5.2 Academic Support

6.5.2.1 The Board shall provide each department with support funds for general operations which shall be allocated by the department head in consultation with the faculty.

6.5.2.2 The Board shall continue to provide academic support in the following areas: clerical services, office supplies, equipment, laboratory supplies, duplicating, campus mail services, office space, research, scholarship, and creative projects, curriculum development, instructional improvement projects, professional development, and an allocation for library expenditures.

6.5.2.3 The Board shall provide funds at the college level to facilitate bringing academic guests and speakers to the University.

6.5.2.4 The Board shall make available to each faculty member for approved professional development \$775 for 1997-98; \$800 for 1998-99; and \$825 for 1999-2000. The primary purpose of this fund is to support faculty travel. However, other approved expenditures in support of professional development may be made. These funds shall be allocated to the department by the beginning of the fall semester for each full-time departmental faculty member on academic-year or full-year appointment. Normally these funds shall be allocated to each faculty member by the department head, pursuant to departmental bylaws, in consultation with each faculty member

requesting funds. Departments shall have bylaw provisions regulating the length of time an individual faculty member may reserve unspent professional development funds allotted to the individual faculty member.

6.5.2.4.1 Departmental monies allocated for faculty travel or professional development under Section 6.5.2.4 and not expended during the fiscal year will be carried forward for faculty travel or professional development in that department in the following fiscal year(s).

6.5.2.5 Grant programs for which the University has allocated state funds and released time for research, curriculum development, and instructional improvement shall be awarded to bargaining unit members on a competitive basis in accordance with Article III, Section 3.3.1.6. This provision shall not be construed to alter the practice for released time or supplemental funds from deans or academic department heads.

Additionally, for each year of the Agreement, released time shall be awarded to faculty who can receive released time without requiring that the department hire a replacement for the faculty members. Released time from one (1) four- (4) credit course shall be measured as one-ninth (1/9) of the salary of the faculty member receiving released time.

6.5.2.6 The Board shall allocate funds each year of the Agreement for curriculum development and instructional improvement. Allocations for curriculum development and instructional improvement shall be made by the Office of the Vice President for Academic Affairs in consultation with the Academic Senate.

Additionally, released time shall be awarded to faculty who can receive released time without requiring that the department hire a replacement for the faculty members. Released time from one (1) four- (4) credit course shall be measured as one-ninth (1/9) of the salary of the faculty member receiving released time.

6.5.2.7 The Board shall allocate for supplemental travel \$18,000 for 1997-98; \$19,000 for 1998-99; and \$20,000 for 1999-2000. Support for faculty travel will be in cases where the faculty member is invited to present a paper or has a significant role in a conference or meeting or in cases where a faculty member attends a special seminar or meeting. Applications for supplemental travel support shall be made through the appropriate dean to the Vice President for Academic Affairs.

6.5.2.8 The Office of Graduate Studies and Research shall provide, insofar as possible, clerical and logistical support to faculty members seeking and submitting grants from outside funding agencies or organizations. In order to ensure timely submission of grant applications, faculty shall adhere to the guidelines of the Graduate Studies and Research Office.

6.5.2.8.1 University research proposals funded by an outside agency shall not be denied approval or rescinded by the Board except for serious reasons.

6.5.3 In each academic year the University will allocate two hundred forty (240) clock hours of released time for Librarians for the purposes of research, publication, and curriculum development. Curriculum development shall include new course preparations. Faculty members may submit applications for such released time to the Dean of Academic Information

Services along with a plan of work for the released time. Approved applications will be awarded released time within the stated limit.

6.6 Consultant and Outside Activities

6.6.1 Faculty members shall undertake consulting and outside work commitments under the following conditions:

6.6.1.1 Prior to accepting any consultation or outside work assignment during the faculty member's appointment period, a faculty member shall advise the faculty member's department head and dean in writing of the scope and duration of the assignment to be undertaken and the employer or agency to be served. Forms for such purpose are available in each dean's office. (See consulting form in Appendix B.)

6.6.1.2 Such work must not interfere with the faculty member's assigned University responsibilities, both classroom and nonclassroom, nor involve a conflict of interest.

6.6.1.2.1 In recognition of the difficulty for faculty assigned to the Library and the Counseling Center of identifying time for consulting which does not conflict with assigned work time, the University shall allow four (4) days per year times the number of full-time faculty assigned to the Library or Counseling Center for the purposes of consulting at reasonable times. The available consulting days shall be calculated and distributed separately for the Library and for the Counseling Center. The scheduled dates for such consulting must be mutually agreeable between the faculty member and the faculty member's department head.

6.6.1.3 A maximum of eighteen (18) working days may be devoted to outside consultation activities during the regular academic year (fall and winter semesters).

6.6.1.4 Equipment, supplies, materials, and clerical services utilized in outside work shall be provided by the faculty member and not by the University. Assistance with such work by University employees should normally be outside regular department working hours and with compensation. Any deviation from this is subject to concurrence with the employee and approval by the department head or direct supervisor.

6.6.1.5 If, in the opinion of the department head or dean, outside consulting or outside work interferes with the regular University duties of the faculty member, said faculty member shall be instructed to terminate or substantially modify such work as a condition of continuing employment on a full-time basis or to accept a reduced appointment or to accept a leave of absence without pay for a specified period.

6.6.1.6 Exceptions to Sections 6.6.1.1, 6.6.1.3, and 6.6.1.4 may be permitted only by the Vice President for Academic Affairs.

6.7 Other Provisions

6.7.1 Except in extenuating circumstances or as a result of acts not within the control of the University, all professional library service, professional counseling, and the teaching of all credit

courses which count toward degree programs shall be the exclusive work of the bargaining unit, with the following exceptions: that credit courses which count toward degree programs may also be taught by department heads, academic administrators, visiting professors, graduate assistants, research assistants, part-time instructors, and coaching staff.

6.7.2 The Board and the Association agree that under the terms of this Agreement the Association has important academic governance responsibilities. The exercise of such responsibilities shall be considered University service and shall be evaluated as described in Article V.

6.7.3 Distance Education

6.7.3.1 "Distance education" courses are those credit-bearing courses delivered to and taken by students who are not co-located with the faculty member(s) responsible for the course. Traditional "correspondence" courses and "directed studies," as covered elsewhere in the Master Agreement, are excluded from this definition. (See MOU #1.)

6.7.3.2 The teaching of credit-bearing distance education courses will be part of a faculty member's assigned load, or be an additional on-campus overload assignment, or be a summer assignment depending upon program needs.

6.8 Professional Accomplishments

In order to publicize the accomplishments of the faculty to the legislature, funding agencies, prospective candidates, and others, each faculty member will annually provide the Administration a list of the faculty member's accomplishments in a format approved by the Academic Senate.

ARTICLE VII

BUDGET REDUCTION: LAYOFF AND RECALL

- 7.1 In the event that the Board determines that reductions in University expenditures are necessary in order to maintain a balanced budget and that such reductions may involve faculty layoffs, the Board, through the President of the University (hereinafter in this Article referred to as the President), shall inform the President's Council of the estimated reductions in total University expenditures. The President's Council shall assist the President in formulating tentative guidelines for reductions including tentative determinations as to the major budgetary areas in which reductions should be considered and the projected amounts thereof.
- 7.1.1 The Board and the Association agree that layoff of faculty is one of the last and most serious steps an institution of higher learning takes. In the event that the Board determines that in its judgment the layoff of faculty may be necessary in the context of budget reductions as described in Section 7.1, it is understood that the Board will initiate procedures in this Article only in the event that it determines that a demonstrably bona fide financial exigency exists. The Board's judgment that the layoff of faculty may be necessary and the Board's judgment that a bona fide financial exigency exists shall not be reviewable in the grievance procedure.
- 7.1.2 Curriculum or academic program changes which entail reduction or reallocation of existing academic positions or programs for reasons other than budget reduction as described in this Article are governed by the applicable procedures described in Article III.
- 7.2 If the tentative determinations as to the major budgetary areas in which reductions should be considered, referenced in Section 7.1, include proposed reductions in the instructional budget, then the President shall inform the Association of the proposed reductions. The Association shall provide to the Vice President for Academic Affairs within fifteen (15) calendar days of such notification its written recommendation as to whether a demonstrably bona fide financial exigency exists. In order that due consideration may be given to the recommendations of the Association, the procedures described in Section 7.3 and following will not be initiated for at least twenty (20) days after such notification.
- 7.2.1 The Association may request the Educational Policy Committee (EPC) to review the President's tentative determinations for reductions in the instructional budget or the EPC may review said determinations on its own initiative.
- 7.3 The President's tentative determination for reduction in the instructional budget, including the dollar amount thereof, and a general and concise statement of the reasons, therefore, shall be communicated to the EPC (described in Article III). Based on their ongoing analysis of enrollment patterns and projections, credit-hour data, program staffing requirements, current levels of support, and future program plans, the EPC shall give consideration to the short- and long-term effects of any layoffs. The EPC shall forward its recommendations to the Association, the Vice President for Academic Affairs, and the President within twenty (20) days of receipt of the communication of the said determinations. As used in this Article, the term "instructional budget" shall mean the budgets of all academic colleges/divisions and off-campus credit-hour instruction.

- 7.4 If the President, at the President's discretion, initially perceives that the temporal circumstances are such that the fifteen- (15) day period specified in Section 7.2 or the twenty-(20) day period specified in Section 7.3 may be extended, the President shall in the communications described in Sections 7.2 and 7.3 extend said periods for a specified number of days. If the EPC or the Association perceives a need for more time than is specified, the EPC or the Association may request an extension of the specified time period and the President, at the President's discretion, may grant one (1) or more such requests for extension.
- 7.5 The President or the President's designee shall, in turn, review the EPC's recommendations with the President's Council and shall finalize a plan for meeting the necessary reductions in University expenditures. If such plan provides for reduction in the instructional budget which may involve faculty layoffs, the President or the President's designee shall so inform the EPC and the Association and shall state the amount of such reduction. Normally this plan will reflect the recommendations of the EPC; however, for serious reasons communicated to the EPC, the President or the President's designee may modify these recommendations.
- 7.6 The EPC shall have thirty (30) calendar days after receiving the plan (as described in Section 7.5) from the President or the President's designee to make recommendations on economies to be effected within the instructional budget. Recommendations shall be formulated for budget reductions within the various academic colleges/divisions and units. Opportunities will be given to concerned departments and colleges (including College Advisory Councils [CACs]) to discuss the proposed reduction with the EPC and to propose alternative solutions to the problem. The EPC's recommendations shall be forwarded to the Vice President for Academic Affairs, with copies of same to the Association.
- 7.7 Within twenty (20) days after receiving notification of the EPC's recommendations, the Vice President for Academic Affairs shall communicate to the academic deans the required amount of college or unit reductions. Normally the EPC's recommendations will be reflected in the Vice President for Academic Affairs' decisions; however, for serious reasons, communicated to the EPC in writing, the Vice President may modify these recommendations. Within twenty (20) days thereafter the dean shall formulate a plan for meeting the required reductions within the dean's college/division or unit. During this period, the dean shall consult with the dean's CAC and all departments within the college and shall request written recommendations from the departments. After such consultation, each dean shall recommend to the Vice President for Academic Affairs the dean's plan for meeting the required budget reductions and shall solicit from the affected departments their recommendations identifying faculty to be given notification of layoff. The department at its option may choose not to submit such recommendations. The dean's recommendations shall normally be consistent with the department's recommendations; however, for serious reasons, consistent with Section 7.11, communicated to the department in writing, the dean may modify the department's recommendations. The dean shall determine those faculty, if any, within the college (or unit) to be notified of layoff, and shall communicate the dean's recommendations to the Vice President for Academic Affairs.
- 7.8 Within fifteen (15) days after receiving the budget reduction plans from the deans, the Vice President for Academic Affairs shall give notification to the faculty members who are to be laid off. Normally recommendations for layoff advanced by the deans will be implemented;

however, for serious and substantial reasons, communicated to the EPC in writing, the Vice President for Academic Affairs may modify such recommendations. Copies of all layoff notifications shall be sent to the Association.

7.9 It is recognized that the circumstances requiring utilization of the foregoing procedures may be such as to make time an important consideration, and, accordingly, it is agreed that should any committee or person fail to submit the committee's or the person's recommendations within the time periods above specified, the process shall proceed to the next step without benefit of such recommendations.

7.10 Full-time faculty members shall not be laid off until after the alternatives below, in order, as applicable, are considered:

- a. Shared load between departments and colleges
- b. Annualized appointments to include extension teaching
- c. Reassignment to another department or college
- d. Retraining
- e. Supplementation of teaching with nonteaching duties
- f. Transfer to a vacant nonteaching position in conformity with any applicable union contract or personnel policy
- g. Reduced appointment
- h. Early retirement

In the case of a faculty assignment which is to be made under the jurisdiction of a different department, the affected faculty member will be considered for rank in another department under the current criteria in that department or for assignment to another position with the University for which the faculty member is qualified. If the faculty member does not meet the current criteria for rank, the faculty member will be so informed in writing. To provide for equity, the affected faculty member will be given a reasonable probationary period in which to qualify for rank in the new department. The faculty member will be informed in writing of the additional conditions the faculty member has yet to fulfill in order to qualify for rank in the new department.

7.11 The primary criterion to be used in the implementation of layoffs will be the worth of the faculty member (including, for purposes of this paragraph only, part-time teaching personnel) to the particular program and department. The ability of the department to perform satisfactorily the teaching responsibilities assigned to it must be affected as little as possible. Once this programmatic criterion has been met, termination shall take place in the following order:

- a. Part-time teaching personnel
- b. Full-Time Adjuncts
- c. Instructors without tenure
- d. Assistant Professors without tenure
- e. Associate Professors without tenure
- f. Professors without tenure
- g. Instructors with tenure
- h. Assistant Professors with tenure
- i. Associate Professors with tenure
- j. Professors with tenure

- 7.11.1 Once programmatic and rank criteria have been met, reduction shall take place first among those with less seniority at the University. Seniority shall be determined according to length of full-time active service at the University from the effective date of appointment within that department. In the event that two (2) or more faculty members to be laid off have the same effective date of appointment, the faculty members' seniority shall be determined by possession of the terminal degree. In cases where both or neither faculty member has the terminal degree, seniority shall be determined by the official date on which their highest degree was conferred.
- 7.12 Faculty members laid off from a given department or unit shall be recalled to such department or unit in inverse order of the faculty members' layoff, subject always to the faculty member's ability to carry out the full range of assigned professional responsibilities needed at the time of recall. Recall rights expire after two (2) calendar years from the date of layoff, or upon failure to accept within fifteen (15) days an offer of recall made within such two- (2) year period.
- 7.13 Faculty members who are to be laid off will be given notice of layoffs which is in keeping with the periods for termination notices provided in Article V, Section 5.5.3. In extreme situations, it may not be possible to give adequate notice. Except in the most extreme financial circumstances, compensation shall be provided to the faculty member proportionate to the lateness of the notice. (Thus, a second-year faculty member who would ordinarily be notified by December 15 of the faculty member's nonreappointment but who is in fact so notified on April 15, would normally receive an amount of money, in lieu of timely notification, which is the equivalent of multiplying the number of weeks by one-thirty-sixth [1/36] of the base salary rate in the case of academic year appointments or one-fifty-second [1/52] of the annual salary rate in the case of twelve- [12] month appointments.)

ARTICLE VIII

PAID AND UNPAID LEAVES OF ABSENCE

8.1 Sabbatical Leaves

8.1.1 Purpose

Sabbatical leaves are granted for the purpose of engaging in activities which will enhance the professional growth and effectiveness of the recipients as members of the faculty at the University.

8.1.2 Eligibility

8.1.2.1 All full-time faculty members with tenure or full-time faculty members whose positions have been converted from Continuing contract status to Tenure Earning appointments consistent with Article V, Section 5.5.4, who have completed six (6) years of service at the University, are eligible to apply for sabbatical leave. Any exceptions to this will require approval by the Vice President for Academic Affairs and the President of the University and will be made only when in the best interests of the University.

8.1.2.2 Years of service will count from the date of full-time appointment at academic rank or from the ending date of the previous sabbatical leave, whichever is the most recent.

8.1.2.3 Leaves of absence (excepting exchange, visiting, or postdoctoral research leaves and other approved leaves totaling a year or less or other similar leaves approved in advance by the Vice President for Academic Affairs) will be excluded in determining years of service counting toward eligibility for sabbatical leaves.

8.1.3 Evaluation Criteria

8.1.3.1 Professional Development Sabbaticals

Sabbatical leaves may be granted to improve a faculty member's professional competencies through study, research, or other suitable experience.

8.1.3.2 Research and Creative Works Sabbaticals

Sabbatical leaves may be granted to enable a faculty member to contribute to the faculty member's discipline through activities which will lead to the publication of a paper or monograph or which will result in the production of a creative work.

8.1.4 Application Procedure

8.1.4.1 Guidelines and Requirements

8.1.4.1.1 In making application, the faculty member shall present a plan for the use of the sabbatical leave which shall include (1) the type of leave requested, as specified in Section 8.1.6; (2) a statement on how the proposed activity will satisfy the criterion in Section 8.1.3; (3) a description of the faculty member's professional qualifications to undertake the activity; (4) detailed information concerning the resources or facilities needed to complete the proposed activity; (5) a projected timetable for the work to be completed.

8.1.4.1.2 Consistent with the provisions of Article IX, the Board will to the extent allowable by carrier and law provide medical, dental, and optical coverage, long-term disability coverage, tuition scholarship, and life insurance coverage for faculty members on sabbatical leave. Such benefits will be based on the salary rate the faculty member would have received if the faculty member had remained on full-time status. A faculty member will receive as salary the difference between what would be contributed to the faculty member's retirement program based on the faculty member's full-time base salary and the amount contributed based on the faculty member's reduced salary.

The applicant must agree to inform the University of any other salaries, grants, fellowships, or other financial support the applicant expects to receive or does receive while on sabbatical leave. (The total remuneration from the University and other sources shall not exceed the faculty member's salary for the period of the sabbatical leave.) Funding for the faculty member's travel, relocation, or other extraordinary expenses associated with the sabbatical leave activities shall not be included in the limitation on remuneration nor shall the University be responsible for payment of these.

8.1.4.1.3 The applicant must agree to return to the University for one (1) full academic year during the year immediately following the leave period or to repay in full all compensation paid by the University during the period of the leave.

8.1.4.1.3.1 Faculty may apply for a professional development leave for a period following a sabbatical leave without having to pay the University for compensation paid during the sabbatical. Upon the conclusion of such a professional development leave, the faculty member shall be required to return for a full academic year or to repay in full all compensation paid by the University during the period of the sabbatical leave.

8.1.4.1.4 The applicant must agree to provide the Faculty Review Committee (FRC) and the Vice President for Academic Affairs within one (1) semester after returning to the applicant's assigned professional responsibilities a complete report (in writing) on the status of the applicant's accomplishments during the leave, with copies to the appropriate department head, College Advisory Council (CAC), dean, and the President of the University.

8.1.4.1.5 The applicant must agree that in the event the applicant does not pursue the work according to the specific purpose for which the leave was granted (unless changed or modified upon approval of the FRC and the Vice President for Academic Affairs) the applicant shall forego a raise in compensation and promotion (if applicable) for a period of one (1) year following the applicant's return to active status. The judgment that the above statement to forego step advancement is applicable shall rest with the FRC, with the provision that the Vice President for Academic Affairs, for serious reasons, may overrule the FRC's judgment.

8.1.5 Review Procedure

- 8.1.5.1 All applicants for sabbatical leave shall be reviewed and ranked according to the criteria set forth in Section 8.1.3 at the department, college, and University level. No new materials may be added to the sabbatical application once it has left the department except upon the specific request of the CAC or the FRC in processing an appeal.

The department shall evaluate applications in two (2) ways:

- a. The department shall judge whether or not the application meets the purposes set forth in Section 8.1.3 and shall specifically state its judgment in the materials forwarded to the CAC for each application.
- b. The department shall rank order the applications from those most deserving of funding to those least deserving of funding. Applications which do not sufficiently meet the purposes of Section 8.1.3 shall not be included in this ranking.

Departmental evaluations shall be carried out in accordance with the departmental bylaws with one (1) modification. The department head shall serve as a voting member of the departmental body charged with evaluating sabbatical applications. The department head shall retain the right to file a separate judgment and/or ranking of each application. The report of the department and any separate report by the department head shall be submitted to the CAC. The same report shall be sent to each applicant in the department at the same time. If the faculty member believes the department has misjudged or misranked the faculty member's application, the applicant may file an appeal to the CAC. In the appeal process, the burden of proof is on the applicant to provide clear and convincing evidence that the ranking or judgment is mistaken. Such an appeal shall be in writing, shall clearly state the reasons for the appeal, shall be submitted on a timely basis as set forth in this Agreement, and a copy of the appeal shall be submitted, at the same time, to the department head.

The role of the CAC shall be threefold:

- a. The CAC shall consider any differences in judgment between the department and the department head and shall determine what judgments and rankings to use in reviewing the applications from the department where the difference exists.
- b. The CAC shall review the departmental judgments and rankings, as resolved above, and any appeals filed by applicants. All judgments of the CAC shall be based on this information. The CAC may request clarifying information from an applicant who has filed an appeal. The CAC shall give significant weight to the judgments of the department. The CAC may overrule the judgments of the department only for serious reasons which it shall specify in writing to the department and the applicant.
- c. The CAC shall rank order the sabbatical applications in the college on the basis of its review from the application most deserving of funding to the application least deserving of funding. Applications which do not sufficiently meet the purposes of Section 8.1.3 shall not be included in this ranking.

Except in circumstances where there are serious reasons for overruling the judgments or rankings of the departments or department heads, the rankings from the departments shall generally be reflected in the rankings of the college. While this means that the CAC may alter the rankings within a department only for serious reasons, it does not preclude it from ranking an applicant who finished first in one (1) department below an applicant who finished second or lower in another department. College evaluations shall be carried out in accordance with the CAC bylaws with one (1) modification. The dean shall serve as a voting member of the college body charged with evaluating sabbatical applications. The dean shall retain the right to file a separate judgment and/or ranking of each application. The report of the CAC and any separate report by the dean shall be submitted to the FRC. The same report shall be sent to each applicant in the college at the same time. If the faculty member believes the CAC has misjudged or misranked the faculty member's application, the applicant may file an appeal to the FRC. In the appeal process, the burden of proof is on the applicant to provide clear and convincing evidence that the ranking or judgment is mistaken. Such an appeal shall be in writing, shall clearly state the reasons for the appeal, shall be submitted on a timely basis as set forth in this Agreement, and a copy of the appeal shall be submitted, at the same time, to the dean.

The role of the FRC shall be threefold:

- a. The FRC shall consider any differences in judgment between the CAC and the dean and shall determine what judgments and rankings to use in reviewing the applications from the college where the difference exists.
- b. The FRC shall review the college judgments and rankings, as resolved above, and any appeals filed by applicants. All judgments of the FRC shall be based on this information. The FRC may request clarifying information from an applicant who has filed an appeal. The FRC shall give significant weight to the judgments of the college. The FRC may overrule the judgments of the college only for serious reasons which it shall specify in writing to the college and the applicant.
- c. The FRC shall rank order the sabbatical applications in the college on the basis of its review from the application most deserving of funding to the application least deserving of funding. Applications which do not sufficiently meet the purposes of Section 8.1.3 shall not be included in this ranking.

Except in circumstances where there are serious reasons for overruling the judgments or rankings of the colleges or the deans, the rankings from the colleges shall generally be reflected in the rankings of the FRC. While this means that the FRC may alter the rankings within a department only for serious reasons, it does not preclude it from ranking an applicant who finished first in one (1) department below an applicant who finished second or lower in another department. FRC evaluations shall be carried out in accordance with the FRC bylaws. The report of the FRC shall be submitted to the Vice President for Academic Affairs. The same report shall be sent to each applicant in the bargaining unit at the same time. If the faculty member believes the FRC has misjudged or misranked the faculty member's application, the applicant may file an appeal to the Vice President for Academic Affairs. Such an appeal shall be in writing, shall clearly state the reasons for the appeal, shall be submitted on a timely basis

as set forth in this Agreement, and a copy of the appeal shall be submitted, at the same time, to the Chair of the FRC.

The role of the Vice President for Academic Affairs is to review the judgments and rankings of the FRC in consultation with the FRC. Recognizing that sabbatical recommendations advanced by the FRC are the end result of a thorough review process, the Vice President for Academic Affairs shall depart from the judgments and ranking of the FRC only for serious reasons. When such an overruling occurs, the Vice President for Academic Affairs will notify the FRC, the CAC, the dean, the department head, and the applicant, as well as the Association, of the reasons for the overruling.

All applicants, committees, and academic administrators who have a role in the processing of sabbatical applications shall be notified in writing of the final disposition of all sabbatical applications by the Vice President for Academic Affairs. Applications judged not to have sufficiently met the purposes set forth in Section 8.1.3 shall be enumerated but otherwise shall not be identified.

8.1.5.2 All applications for sabbaticals shall be processed according to the following schedule of the year preceding the proposed leave period:

September 15	Applications to department head
September 29	Departmental judgments and rankings to CAC and dean (and approved applications to Office of Graduate Studies Research)
October 6	Appeals of department decisions must be received by CAC
October 21	CAC and dean judgments and rankings to FRC
October 28	Appeals of CAC and dean decisions must be received by FRC
November 11	FRC judgments and rankings to Vice President for Academic Affairs
November 18	Announcement of sabbaticals by Vice President for Academic Affairs
November 29	Final adjustment date for accommodated sabbaticals

8.1.5.3 The Vice President for Academic Affairs may accept applications beyond the deadline date. Applications accepted beyond the deadline date will follow the same review procedure and can only be added to the end of the officially approved ranking.

All sabbatical leave proposals approved at the departmental level (under Section 8.1.5.1) shall be simultaneously submitted to the Office of Graduate Studies and Research and the CACs. The Office of Graduate Studies and Research shall communicate to sabbatical applicants existing information regarding external support sources which may be available for travel, stipends, and/or research support. The Office of Graduate Studies and Research shall make every

reasonable effort to assist sabbatical applicants with the necessary clerical and logistical support in preparing and processing applications for external funding.

8.1.6 Time and Pay Combinations

8.1.6.1 For faculty members on academic year appointments:

8.1.6.1.1 Two (2) semesters with a fifty percent (50%) reduction in the academic year salary rate, or

8.1.6.1.2 One (1) semester with no reduction in pay.

8.1.6.1.3 Full-paid sabbaticals are available through annualized contracts as approved by the Vice President for Academic Affairs. Over a twelve- (12) month period, starting with spring session/summer session, the faculty member will receive a two- (2) academic semester (fall and winter) compensation for twelve (12) credit hours of teaching. Only in the event that the twelve (12) credit hours cannot be scheduled during that twelve- (12) month period, will the remaining balance be scheduled during the succeeding twelve (12) months in addition to the normal twenty-four (24) credit hours, but without additional compensation for the balance.

8.1.6.1.4 The same arrangement can be made for fall or winter semesters except eighteen (18) credit hours of teaching are required over the twelve- (12) month period.

8.1.6.2 For faculty members on twelve- (12) month appointments:

8.1.6.2.1 Twelve (12) months with fifty percent (50%) reduction in pay.

8.1.6.2.2 Up to six (6) months with no reduction in pay.

8.1.7 Support for Sabbatical Leave

8.1.7.1 The University will provide sixteen (16) units of sabbatical leave for each academic year in which the FRC ranks and recommends a sufficient number and types of time and pay combination applications to make the offer of sixteen (16) units possible. Sabbatical units will be calculated as follows:

<u>Time and Pay Combination</u>	<u>Units</u>
One (1) semester, no reduction in pay	2 each
Two (2) semester, one-half (1/2) salary rate	1 each
Annualized contract, no reduction in pay	1 each
Other time periods, no reduction in pay	2 each
Other time periods, some reduction in pay	1 each

8.1.7.1.1 The University will offer at least three (3) one- (1) semester, no reduction in pay sabbaticals for each academic year. Time and pay combinations other than those set forth in Section 8.1.6 of this Agreement are available by mutual agreement. Funds derived from sabbatical leaves shall accrue to the Office of the Vice President for Academic Affairs and may be used to secure full-time or part-time replacements for faculty members who are granted sabbatical leaves.

- 8.1.7.1.2 No provision of Section 8.1.7.1 of this Agreement shall be construed to require the University to provide more than \$100,000 per year of support for sabbaticals over the life of this Agreement as measured by net replacement compensation costs.
- a. Net replacement compensation cost is the faculty member's full-time budgeted compensation (salary and fringe benefits) less the faculty member's prorated sabbatical compensation (including prorated salary and fringe benefits based on full salary amount) less the cost of instruction replacement (i.e., adjunct, overload, Term appointment).
 - b. Net replacement compensation costs shall not include the value of any released-time credits used to improve sabbatical time and pay combinations. The Association and the University shall meet to review net replacement costs each year.
- 8.1.7.1.3 Costing of sabbatical support shall be for sabbaticals applied for in 1997-98, 1998-99, and 1999-2000 and offered by the University for the following academic year.
- 8.1.7.1.4 The Vice President for Academic Affairs shall provide a detailed accounting of net replacement compensation cost to the Association for any year in which the University will not provide the agreed number of units of sabbatical leave because the dollar limit for support has been exceeded.
- 8.1.7.2 No sabbatical leave application shall be denied on the grounds that the contribution of an otherwise eligible applicant is required for the continuance of departmental or division programs.
- 8.1.7.3 Departmental faculty members shall not assume overload teaching responsibilities resulting from sabbatical leaves without additional compensation. Such overload assignments must be approved by the department head and dean.
- 8.2 Other Leaves
- 8.2.1 Faculty exchange leaves approved in accordance with the Michigan Universities Faculty Exchange Program shall be fully funded.
- 8.2.1.1 Faculty members may designate an individual, in lieu of a spouse, for whom the faculty member may utilize funeral leave, family care leave, and Family and Medical Leave Act (FMLA) leave. The designation of the individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.
- 8.2.2 Annual Leave
- 8.2.2.1 Full-time, twelve- (12) month faculty members accrue paid annual leave (days per year) according to the following schedule at the faculty members' regular rates of compensation:

<u>Years of Service</u>	<u>Accrual/Year</u>		<u>Max Accrual Limit</u>	
	<u>Hours</u>	<u>Days</u>	<u>Hours</u>	<u>Days</u>
1 through 5	120	(15)	180	(22.5)
6 through 10	160	(20)	240	(30)
11 and above	200	(25)	300	(37.5)

- 8.2.2.2 All leave shall be taken at the mutual convenience of the University and the faculty member at a time approved by the department head, with the provision that the faculty member having a greater length of service shall be given priority consideration. The minimum period of leave is one (1) hour.
- 8.2.2.3 Newly appointed twelve- (12) month faculty members are normally allowed five (5) leave days which may be used and deducted from the faculty members' first year's accumulation. In case of termination, other than by death or military leave of absence, with less than six (6) months of service to the University, any used leave will be deducted from the faculty member's final salary check.
- 8.2.2.4 Faculty members who terminate the faculty members' employment, or who transfer to another internal position in which no annual leave may be earned, may take or be compensated for up to the maximum accrual limit specified above. In the event of the faculty member's death the unused annual leave will be paid to the beneficiary as designated on the NMU Employee Authorization to Disburse Earnings and Allowances Form on file in the Human Resources Department, if any, or to the estate. When a faculty member transfers to a position with a lesser maximum accrual limit, the employee will be paid for any annual leave hours above the new maximum accrual limit.
- 8.2.2.5 When a holiday is observed by the University during the time that annual leave is being taken, no annual leave will be charged for the holiday.
- 8.2.2.6 Twelve- (12) month faculty members appointed to positions financed by grants will be governed by the grant provisions for annual leave. Every effort shall be made by the University to negotiate grant provisions consistent with University policy.
- 8.2.3 Personal Leave Days
- 8.2.3.1 Personal leave days are provided so that full-time, twelve- (12) month faculty may have paid time off to attend to or care for personal matters.
- 8.2.3.2 Twenty-four (24) hours of paid personal leave will be granted to each faculty member on July 1 of each year. Personal leave may be used in one (1) hour increments and may be scheduled as needed by the faculty member with prior approval of the department head. Personal leave cannot be carried over into the following fiscal year and will not be paid upon change in employment status.
- 8.2.3.3 Faculty members hired between July 1 and December 31 will be granted twenty-four (24) hours of personal leave on the faculty members' date of hire. Faculty members hired between

January 1 and April 30 will be granted twelve (12) personal leave hours on the faculty members' date of hire.

8.2.4 Sick Leave

8.2.4.1 To assist faculty members who are unable to work because of personal illness, injury, disability, pregnancy, or childbirth, the University provides paid sick leave. Full-time faculty members may use up to six (6) weeks of sick leave at full salary per fiscal year. Faculty members who have used six (6) weeks of sick leave and are unable to return to work, as evidenced by a statement from the faculty members' physician, may receive short-term disability as specified in Article IX, Section 9.2.2.

8.2.4.2 A faculty member who is unable to work because of personal illness, injury, disability, pregnancy, or childbirth must report this fact to the faculty member's departmental office as soon as practical, preferably before the faculty member misses scheduled work, if that is possible.

8.2.4.3 A faculty member who is unable to work for longer than seven (7) consecutive calendar days, or who is repeatedly absent for shorter periods, or whose absences follow a pattern, will be required to provide a physician's statement to the departmental office verifying that the absence is due to illness, injury, disability, pregnancy, or childbirth. In cases of an extended absence, the faculty member must provide information, informed by a physician's opinion, on the anticipated duration of the sick leave. Periodic statements from the attending physician may be requested by the department head.

8.2.4.4 If the University believes there is reason to require a second opinion to verify that a faculty member is unable to perform all of the faculty member's assigned duties, the University and the faculty member will select a mutually agreed-upon physician with the cost being paid by the University. If bona fide efforts to find a mutually agreed-upon physician have not been successful within twelve (12) working days from when the faculty member is notified a second opinion is necessary, it is agreed that the Mayo Clinic will be asked to provide an appropriate physician to perform the examination with the faculty member's travel expenses, pursuant to the University policy (see Travel Policies, Regulations and Procedures, effective July 1, 1990 or subsequent revisions thereof), being borne by the University. The faculty member will remain on sick leave or short-term disability and receive the appropriate salary and benefits while the examination is being conducted. Refusal to be examined or allow the physician to release the results of the examination to the Board will constitute sufficient, nongrievable grounds for the faculty member's sick leave or short-term disability benefits to be terminated and the faculty member being placed on an unpaid illness or disability leave according to Article VIII, Section 8.9.

8.2.4.5 The department head shall record absences on the biweekly time sheet, regardless of whether the University provides a substitute or the department absorbs the workload.

8.2.4.6 A faculty member who has been severely ill or who has been hospitalized because of illness or surgery must provide a medical statement attesting to the fact that the faculty member is able to resume the faculty member's assigned duties, including any medical limitations attached thereto.

- 8.2.4.7 A faculty member who suffers an injury compensable under the Workers' Compensation Act and who is awarded such compensation shall be paid the difference between the faculty member's regular wages and payment received under provisions of the Act for a maximum of six (6) consecutive months. A faculty member who has been disabled for six (6) consecutive months and is unable to return to work may, if eligible, apply for long-term disability benefits (see Article IX, Section 9.2.3).
- 8.2.4.8 In the event that illness or injury prevents a faculty member from fulfilling the faculty member's teaching assignment during the semester, the University shall provide funds to compensate overload assignments assumed by other departmental faculty members or to hire qualified part-time personnel.
- 8.2.4.9 Frozen sick leave balances for the old sick leave plan were calculated as of June 30, 1995. Payout of the balance of the frozen sick leave value will continue according to the schedule specified in the 1995-97 Master Agreement.
- 8.2.4.10 Involuntary Sick Leave
- 8.2.4.10.1 If the fitness of a faculty member to continue in the faculty member's responsibilities becomes questionable for reasons of physical or mental health, the appropriate department head along with the Vice President for Academic Affairs and/or the Vice President's designee shall discuss the matter with the faculty member in personal conference. This conference may not occur until and unless the Association has been notified twenty-four (24) hours in advance. An Association representative may be present at the request of the faculty member, and the faculty member may request Association review of the administrative action taken.
- 8.2.4.10.2 Medical evidence shall be provided only by a qualified physician or psychiatrist who is mutually agreed to by the faculty member and the Board. If bona fide efforts to find a mutually agreed-upon physician have not been successful within twelve (12) working days from when the faculty member is notified an examination is necessary, it is agreed that the Mayo Clinic will be asked to provide an appropriate physician to perform the examination with the faculty member's travel expenses, pursuant to University policy (see Travel Policies, Regulations and Procedures, effective July 1, 1990 or subsequent revisions thereof), being borne by the University. A faculty member does not have the right to refuse to be examined. Refusal to allow the physician or psychiatrist to release the results of the examination to the Board shall constitute sufficient, non-grievable grounds for the faculty member being placed on involuntary sick leave. The University shall pay for any portion of the examination not covered by the University's medical insurance carrier.
- 8.2.4.10.3 In cases in which the continuance of the faculty member, in the judgment of the Vice President for Academic Affairs, threatens immediate harm to self or others, the Vice President shall immediately place the faculty member on involuntary sick leave, and the President of the Association shall be notified of such action.
- 8.2.4.10.4 In order to determine medical status and continuation of compensable leave, a periodic medical status report is required as requested by the Board.

8.2.4.10.5 Except as specified in Section 8.2.4.10.2, any action placing a faculty member on involuntary sick leave shall be subject to review under the grievance procedures as specified in Article IV.

8.2.4.10.6 In the event the medical examination results in a finding that the faculty member is unable to discharge the faculty member's duties in a competent manner, the Association recognizes that the Board may have to place the faculty member on involuntary sick leave, with entitlement to any applicable sick leave, short-term disability, or long-term disability payments.

8.2.4.11 Return from Long-Term Disability Leave

Faculty members who receive long-term disability are considered to be on a leave of absence for illness or disability as specified in Section 8.9 and benefits and employment rights will continue as specified in Article IX, Section 9.2.3.3.

A faculty member returning to active status after two (2) years or more on long-term disability shall be entitled to return to the faculty member's former department for a period of one (1) academic year. During this time an assessment of the faculty member's professional competencies will be made, through the regular evaluation procedure, to determine if the faculty member is able to adequately discharge the faculty member's assigned responsibilities. If the faculty member is not able to do so, the faculty member will be returned to long-term disability, if eligible, or offered another vacant position for which the faculty member is qualified with the understanding that this does not supersede any other contractual agreement, or employment shall be terminated.

8.2.5 Family Care Leave

8.2.5.1 Faculty members who accrue annual leave may use eighty (80) hours of paid Family Care Leave per fiscal year for the confining illness or injury to members of the immediate family (spouse or designated individual, children, parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the faculty member is principally responsible. The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave per Article VIII, Section 8.2.1.1.

8.2.5.1.1 The first forty (40) hours will be at one hundred percent (100%) of base wages. The next forty (40) hours will be at seventy-five percent (75%) of base wages. Faculty members who accumulate annual leave will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) Family Care Leave and full salary.

8.2.5.1.2 Once a faculty member uses eighty (80) hours of Family Care Leave, additional time required for the care of a family member must be taken as personal days, annual leave (if applicable), floating holiday (if available), or unpaid leave. Because of extenuating circumstances, the Vice President for Academic Affairs may grant the faculty member additional time without loss of pay. The University reserves the right to review cases on an individual basis and to require documentation.

- 8.2.5.1.3 The first forty (40) hours of Family Care Leave will not be counted toward the twelve- (12) week mandatory protection offered by the Family Medical Leave Act (FMLA) (see Section 8.3.4).
- 8.2.5.2 Faculty members who do not accrue annual leave may use sixty (60) hours of paid Family Care Leave per fiscal year for the confining illness or injury to members of the immediate family (spouse or designated individual, children, parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the faculty member is principally responsible. The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave per Article VIII, Section 8.2.1.1. The sixty (60) hours will be at one hundred percent (100%) of base wages.
- 8.2.5.2.1 Once a faculty member uses sixty (60) hours of Family Care Leave, additional time required for the care of a family member must be taken as unpaid leave. Because of extenuating circumstances, the Vice President for Academic Affairs may grant the faculty member additional time without loss of pay. The University reserves the right to review cases on an individual basis and to require documentation.
- 8.2.5.2.2 The first forty (40) hours of Family Care Leave will not be counted toward the twelve- (12) week mandatory protection offered by the Family Medical Leave Act (FMLA) (see Section 8.3.4).
- 8.2.6 Expert Witness Leave
- 8.2.6.1 On occasions, faculty members are obligated to testify as court witnesses on subjects upon which they qualify as experts. However, faculty members should not seek obligations and are permitted leave to so serve only when subpoenaed to appear.
- 8.2.6.2 In testifying as an expert witness, a faculty member necessarily must make preparation for the case—presumably upon the faculty member's own time—and therefore is permitted to retain personally all fees received, whether paid by the court or by the person, firm, or organization for whose witness the faculty member is subpoenaed. An exception, obviously, is the case of prolonged absence from duty which, as in the case of one rendering consultant services, would call for placing the faculty member on leave of absence without salary for the duration of the absence.
- 8.2.7 Funeral Leave
- 8.2.7.1 If a death occurs among members of a faculty member's family, the faculty member will be excused from work without loss of pay in accordance with the following provisions:
- 8.2.7.2 In the case of a faculty member's parent, spouse or designated individual, child or stepchild, five (5) days are permitted. The name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave per Article VIII, Section 8.2.1.1.

- 8.2.7.3 A maximum of three (3) days is permitted in the case of a sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, half sister, ward, and dependent persons (foster children or relatives residing in the home).
- 8.2.7.4 One (1) day is allowed in the case of the death of an uncle, aunt, nephew, or niece.
- 8.2.7.5 Because of extenuating circumstances, a department head may grant the bereaved faculty member additional time without loss of pay.
- 8.2.7.6 Permission will be granted to a reasonable number of faculty members who wish to attend the funeral of a fellow employee or former employee, provided the faculty members return to the faculty members' responsibilities after the funeral. Faculty members who serve as pallbearers at the funeral of a colleague or former colleague will not lose pay because of the faculty members' absence.
- 8.2.8 Jury Duty Leave
- 8.2.8.1 Faculty members shall be granted jury leave with pay for the period the faculty members are required to serve. Such leave shall be coordinated with the department head. With the exception of reimbursable expenses, compensation received by the individual for time spent performing jury duty on working days shall be remitted to the University. Checks for jury duty should be endorsed to Northern Michigan University and forwarded to Financial Services with a memorandum that includes the dates of the jury duty. A faculty member is expected to report for regular University assignment when temporarily excused from attendance at court.
- 8.2.9 Holidays
- 8.2.9.1 The following holidays are observed by the University: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25.
- 8.2.9.2 In addition to the holidays stated above, twelve- (12) month faculty members are eligible for the following seasonal bonus days. Each fiscal year the University will schedule six (6) seasonal bonus days. One (1) seasonal bonus day will be the day after Thanksgiving, one (1) will be the day before or after December 25, and one (1) will be the day before or after New Year's Day. It is the intention to designate the week between December 25 and New Year's Day a "Holiday Week." Any additional days may be designated by the University on another date or left as "floating" seasonal bonus days for the faculty members to schedule as the faculty members desire.
- 8.2.9.3 A holiday or seasonal bonus day falling during a scheduled period of annual leave or sick leave will not be charged against annual leave or sick leave. If a faculty member is absent on the working day immediately preceding or immediately following the holiday, the faculty member will not be paid for the holiday unless the absence is excused.
- 8.2.9.4 No holidays or seasonal bonus days will be "cashed out."

- 8.2.9.5 Whenever one of these holidays falls on Saturday, the preceding Friday will be observed. When the holiday falls on Sunday, the following Monday will be observed.
- 8.3 Child Care and Family and Medical Leave Act (FMLA) Leave
- 8.3.1 Child Care Leave
- Faculty members who have been employed for at least one (1) academic year (two [2] full semesters) shall be eligible for Child Care Leave without pay for a newborn infant (including adopted infants).
- 8.3.1.1 Eligible faculty members must exhaust leave available under the provisions of the FMLA prior to being eligible for a Child Care Leave. Such FMLA Leave will be deducted from the period allowed under the Child Care Leave provisions. Faculty members shall have a right to a Child Care Leave extending for a period of three (3) months or one (1) academic semester (with the department head having the discretion of final approval of the period of three [3] months or one [1] academic semester). Child Care Leaves may be renewed, at the discretion of the department head, for a period up to a maximum of one (1) year for twelve- (12) month appointments or two (2) regular academic semesters for less than twelve- (12) month appointments.
- 8.3.1.2 A faculty member shall not receive a salary increase at the end of a year in which the faculty member has been on Child Care Leave for more than one (1) academic semester.
- 8.3.1.3 Child Care Leave time exceeding one (1) semester shall not be counted toward tenure or promotion, but the taking of Child Care Leave shall not otherwise prejudice future tenure or promotion consideration.
- 8.3.1.4 During the period of Child Care Leave, group medical, dental, optical, and life insurance coverage may be continued at the faculty member's expense in accordance with the University's regulations.
- 8.3.1.5 During the period of a Child Care Leave, a faculty member does not earn annual leave or sick leave, and is not eligible for holiday pay.
- 8.3.1.6 In order to be eligible for Child Care Leave benefits, the faculty member shall notify the department head in writing and comply with the following requirements:
- a. The faculty member shall notify in writing, the faculty member's department head, of the expected date of Child Care Leave, as early as possible, in order that the search for a suitable replacement may begin. Such notice shall include a statement as to whether the faculty member intends to return to a position after termination of the Child Care Leave. Child Care Leave will begin for a female faculty member at the date her doctor determines she is unable to continue her duties or sooner at her request.

- b. Requests for extension of the initial three- (3) month or academic semester Child Care Leave shall be submitted in writing to the department head within thirty (30) days prior to the expiration of the leave.

8.3.2 Family and Medical Leave Act (FMLA) Leave

8.3.2.1 A faculty member is eligible for a FMLA Leave if the faculty member has been employed by the University for at least the equivalent of one (1) academic year during the prior twelve (12) months and at least twelve hundred (1200) hours during the twelve- (12) month period immediately preceding the faculty member's request for leave or the date on which the leave commences, whichever comes first.

8.3.2.2 Subject to the notice and certification requirements described below, an eligible faculty member may request and will be granted up to twelve (12) workweeks of unpaid FMLA Leave during any twelve- (12) month period for one (1) or more of the following events:

- a. For the birth of a son or daughter of the faculty member and to care for such child.
- b. For the placement of a child with the faculty member for adoption or foster care.
- c. To care for a spouse or designated individual, child, or parent of the faculty member if the former has a serious health condition (the name of the designated individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave per Article VIII, Section 8.2.1.1), or
- d. Because of a serious health condition of the faculty member, which renders the faculty member unable to perform the functions of the faculty member's position.

8.3.2.3 The taking of a FMLA Leave shall not result in the loss of any employment benefit 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 seniority or employment benefits during the period of the leave or to any right, benefit, or position to which the faculty member would have been entitled had the faculty member not taken the leave.

8.3.2.4 Faculty members who take a FMLA Leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer 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.

8.3.2.5 During the period of a FMLA Leave, the Employer 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; provided, however, that the Employer may recover the premiums paid for maintaining coverage for the faculty member 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

member to leave under Sections 8.3.4.2 (c) or (d), or other circumstances beyond the faculty member's control. The Employer may require certification of inability to return to work as specified and allowed by the FMLA.

- 8.3.2.6 If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse or designated individual, child, or parent who has a serious health condition, the faculty member is first required to exhaust any available paid vacation leave and necessity leave (e.g., personal leave days, Family Care Leave). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 8.3.2.7 If the requested leave is due to the faculty member's serious health condition, the faculty member is first required to exhaust any available paid sick leave and short-term disability. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 8.3.2.8 An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve- (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave becomes effective, 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. Upon request of the faculty member and the recommendation of the department head, the dean may approve an unpaid Child Care Leave as specified in Section 8.3.3 to immediately follow the FMLA Leave providing the faculty member gives at least thirty (30) days' notice.
- 8.3.2.9 Spouses, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve- (12) month period for the birth/care of the spouses' child, placement of the spouses' child 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 twelve (12) workweeks of unpaid leave during any twelve- (12) month period to care for the faculty member's child or spouse or designated individual who is suffering from a serious health condition, or if the leave is necessitated by the faculty member's own serious health condition.
- 8.3.2.10 An eligible faculty member who foresees that the faculty member will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the department head and dean not less than thirty (30) calendar days in advance of the starting date of the leave. If not foreseeable, the faculty member must provide as much written notice as is practicable under the circumstances.
- 8.3.2.11 An eligible faculty member who foresees the need for a leave of absence due to planned medical treatment for the faculty member, the faculty member's spouse or designated individual, child, or parent, should notify, in writing, the department head and dean as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such a faculty member must also give at least thirty (30) calendar days' written notice, unless impractical in which case the faculty member must provide as much written notice as circumstances permit.

- 8.3.2.12 If the requested leave is to care for a spouse or designated individual, child, or parent who has a serious health condition, the faculty member may be required to file with the Employer in a timely manner a health care provider's statement that the faculty member is needed to care for the son, daughter, spouse or designated individual, or parent and an estimate of the amount of time that the faculty member is needed for such care.
- 8.3.2.13 If the requested leave is because of a serious health condition of the faculty member which renders the faculty member unable to perform the functions of the faculty member's position, the faculty member may be required to file with the Employer the physician's or health care provider's statement as allowed by the FMLA.
- 8.3.2.14 Under normal circumstances, a class should be conducted from beginning to end by a single instructor. Leaves taken under this Article have the potential of disrupting classes, since the classes will be taught by more than one instructor. In order to keep this disruption to a minimum, the University may deem it wise not to return the faculty member to the classroom for the conclusion of the semester in which a leave is taken. In these cases the University may require the faculty member to transfer temporarily to an alternative position, offered by the University, for which the faculty member is qualified and which has equivalent pay and benefits.
- 8.3.2.15 Leaves taken under Sections 8.3.2.2 (a) or (b) shall not be taken intermittently unless the Employer and the faculty member agree otherwise. Subject to the limitations and certifications allowed by the FMLA Leaves taken under Sections 8.3.2.2 (c) or (d) 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, the Employer may require the faculty member to transfer temporarily to an available alternative position offered by the Employer 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.
- 8.3.2.16 A faculty member on an approved leave under this Section 8.3.2 must keep the department head informed regarding the faculty member's status and intent to return to work upon conclusion of the leave.
- 8.3.2.17 In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Sections 8.3.2.2 (c) or (d), the Employer may, at the Employer's expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 8.3.2.18 The provisions of this Article are intended to comply with the Family and Medical Leave Act of 1993 and any terms used from the FMLA will be as defined in the Act. To the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in Sections 8.2.5 and 8.3.1, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

8.4 Military Leave of Absence

- 8.4.1 Faculty members who have been called into active military service of the Armed Forces of the United States, including the National Guard, Officer Reserve Corps, or similar military

organizations, shall be accorded a leave of absence without pay or compensation for such period of service. Any such faculty member shall be restored to the position the faculty member left or a comparable one for at least as many months as there shall remain in the faculty member's employment agreement at the time of the faculty member's entry into active service.

8.4.2 Military leave time shall not be considered an interruption of service toward tenure; that is, years of service prior to the leave will count toward tenure. However, no credit should be earned toward promotion while on military leave. Exceptions to this policy shall be governed by the applicable federal and state statutes as interpreted by the decisions of the courts.

8.5 Personal Leaves

8.5.1 As approved by the Board, personal leaves without pay may be granted in cases of exceptional need for up to six (6) months. Any such leave exceeding one (1) semester shall not be counted toward tenure or promotion or for computing salary increments. These leaves may be extended by the Vice President for Academic Affairs upon recommendation of the dean for up to one (1) year.

8.6 Professional Development Leaves

8.6.1 As approved by the Board, professional study, research, or continuing educational leaves without pay may be granted for up to twelve (12) months, and shall, except for serious reasons, be renewed for a period not to exceed twelve (12) months. Professional development leave, except leave taken to fulfill a degree requirement as specified in the departmental bylaws or any part of Article V, Section 5.6.2 of this Agreement, will count toward probationary period, promotion, and salary increment, subject to the review and approval of the department head, dean, and Vice President for Academic Affairs. The conditions of appointment which prevailed prior to granting of leave shall likewise prevail when the faculty member returns to active service. A faculty member granted such leave shall provide to the faculty member's department head by January 1 of the year prior to the faculty member's return a written statement of the faculty member's commitment to return to the University. Failure to provide such notification shall be considered as a resignation.

8.6.2 A faculty member who is granted a professional development leave is entitled to continue University hospitalization and medical benefits and the Board will contribute to the cost not to exceed the following amounts:

1997-98	\$5,620
1998-99	\$5,588
1999-2000	\$5,991

8.6.3 A faculty member who is granted a professional development leave is entitled to tuition scholarship benefits for the faculty member, spouse, and dependent children as described in Article IX, Section 9.2.7.

- 8.6.4 The benefits described in Sections 8.6.2 and 8.6.3 are extended to the faculty member with the stipulation that should the faculty member not return to employment at the University for a period of two (2) years the cost of these benefits must be repaid to the University.
- 8.7 Political Activity Leave
- 8.7.1 As citizens, faculty members have the same rights and responsibilities of free speech, thought, and action as all citizens.
- 8.7.2 Prior to formal public announcement of intended candidacy for a political office or an impending political appointment, a faculty member shall so inform, in writing, the faculty member's department head or dean and the President of the University.
- 8.7.3 Faculty members who engage in political activity will be expected to meet all of the faculty members' obligations unless leave of absence without pay is taken for the period involved. Such leave shall not count toward meeting the requirement for any probationary period. In the case of candidacy (including primary contests) for or election to a local or county office, the taking of a leave of absence without pay shall not be required unless the political activity interferes with the faculty member's normal duties. In the case of candidacy for or election to a state or national office or position, a leave of absence without pay shall be required unless it is mutually agreed that the faculty member can continue to fulfill the faculty member's University obligations.
- 8.7.4 University facilities and services are not to be used by faculty members running for political office or in campaigning for specific candidates.
- 8.7.5 For purposes of this contract, "Political Activity" shall denote candidacy for, election to, or appointment to a political position or office.
- 8.8 Continuation of Fringe Benefits and Coverage During Leaves
- Faculty members granted personal leave, professional development leave, political activity leave, or public service leave will not be provided fringe benefit coverage at the expense of the Board except as specifically provided for in Sections 8.6.2 and 8.6.3. Faculty members who are granted leave of absence without pay should make arrangements for insurance coverage (subject to the carrier's provisions) with the Human Resources Department well in advance of the faculty members' departure from campus.
- 8.9 Illness or Disability Leave
- 8.9.1 Faculty members who are not eligible for or who are denied long-term disability benefits may apply for a leave for illness or disability as follows:
- a. A faculty member who (1) is unable to work because of personal sickness or injury including pregnancy and pregnancy-related disability and (2) has exhausted sick leave pay and short-term disability benefits under Article IX shall be granted a leave of absence

without pay upon request in writing and upon the Human Resources Department receiving satisfactory written evidence of disability.

- b. The leave of absence shall be for the period of continuing disability, but not to exceed six (6) months.
- c. The Employer will provide appropriate hospitalization and medical benefits as provided in Section 9.2.1 and group life insurance equal to one (1) times the regular annual salary for faculty members on an approved leave of absence due to sickness or disability (including those receiving Workers' Compensation benefits). However, those faculty members who have supplemental life insurance are responsible for contacting the Human Resources Department regarding maintaining payments at the faculty members' expense.

8.9.2 Faculty members who receive benefits under the Long-Term Disability Program will be considered to be on an illness or disability leave to a maximum length of time as specified in Article IX, Section 9.2.3.3.

ARTICLE IX

COMPENSATION (SALARY AND FRINGE BENEFITS)

9.1 Salary

9.1.1 Minimum Salaries

The following minimum base salaries shall be established for Ongoing faculty who receive promotions:

	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Professor	\$51,352	\$52,995	\$54,691
Associate Professor	41,944	43,286	44,671
Assistant Professor	34,237	35,333	36,464
Instructor	28,528	29,441	30,383

The above minimum base salaries shall apply for all bargaining unit members effective at the beginning of the appointment period for each academic year. Faculty on twelve- (12) month appointments shall have a minimum base salary of one hundred twenty-five percent (125%) of the amounts listed above.

9.1.2 Salary Increases

9.1.2.1 Effective July 1, 1997, all Ongoing faculty as agreed to by the Board and the Association, shall have the faculty members' 1996-97 base salaries increased by 3.5 percent.

9.1.2.2 Effective July 1, 1998, all Ongoing faculty as agreed to by the Board and the Association, shall have the faculty members' 1997-98 base salaries increased by 3.5 percent.

9.1.2.3 Effective July 1, 1999, all Ongoing faculty as agreed to by the Board and the Association, shall have the faculty members' 1998-99 base salaries increased by 3.5 percent.

9.1.2.4 Promotions

Faculty members who have received promotions effective at the beginning of the 1997-98, 1998-99, and 1999-2000 appointment periods shall have the faculty members' base salaries increased as follows:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
To Assistant Professor	\$1,303	\$1,349	\$1,396
To Associate Professor	1,824	1,888	1,954
To Professor	2,605	2,696	2,790

9.1.2.5 Merit Distribution

Merit moneys may be distributed by the Vice President for Academic Affairs. These awards will be made according to the criteria published by the Vice President for Academic Affairs. Nominations for the awards can be made by an individual faculty member, the departmental faculty, or the department head to the dean of the faculty member's college. The Association will be notified in writing of merit awards. The Board's decisions in making these individual merit awards shall not be grievable.

9.1.3 Effective Dates of Salary Increases

9.1.3.1 Salary increases shall be effective at the beginning of the respective appointment periods.

9.1.3.2 A faculty member on a Term appointment is eligible for salary increases under Section 9.1.2 of the Agreement, so long as the faculty member's appointment represents a continuation of the full-time position held the previous year.

9.1.4 Compensation for Additional On-Campus Assignments

9.1.4.1 All available on-campus teaching assignments beyond the normal teaching load (see Article VI) shall be offered to qualified members of the bargaining unit before being offered to nonbargaining unit members. However, when accreditation standards dictate limitations on overloads or the bargaining unit member has already had a teaching overload assignment during the academic year, the Board reserves the right to assign these courses to qualified nonbargaining unit members. When assignments are made to nonbargaining unit members, these assignments shall be made only after joint review of qualifications by the department faculty and the department head. The department head and dean have final authority to determine such assignments.

9.1.4.2 All additional on-campus teaching assignments which are concurrent with normal teaching assignments shall be compensated at the rate of $.021 \times$ the number of credit hours \times base salary with the maximum amount per credit hour of \$1,100 in 1997-98, \$1,150 in 1998-99, and \$1,200 in 1999-2000.

Directed study courses which are offered to accommodate an oversight by the University which adversely affects a student or to accommodate other unusual circumstances if approved by the department head and the dean will be compensated at the rate of seventy percent (70%) of in-state tuition paid for the course. Faculty may offer directed study courses without compensation for reasons other than those stated above.

The request for a directed study course must contain both a description of the plan of study as well as a rationale for it being offered. All directed study courses, whether for pay or on load, must be approved by the department head and the dean and shall normally be limited to one (1) course per semester by each faculty member.

9.1.4.3 No such additional on-campus teaching assignment may be made unless mutually agreed to by the dean, department head, and the faculty member (with the single exception of additional

teaching assignments arising from such leave under Article VIII, Section 8.2.4, in which case such assignment shall be made by the dean for not more than one (1) semester).

9.1.5 Compensation and General Provisions for Off-Campus Extension and Field Course Duties

9.1.5.1 Off-campus extension and field courses teaching shall be compensated at the rate of .025 x the number of credit hours x base salary with the maximum amount per credit hour of \$1,100 in 1997-98, \$1,150 in 1998-99, and \$1,200 in 1999-2000.

9.1.5.2 Off-campus extension and field course assignments shall be based on programmatic needs as determined by the department head, dean, and the Director of Continuing Education and Sponsored Programs. Except by mutual agreement, faculty shall not normally teach more than one (1) field or extension course during the regular academic year, nor shall such assignments be made except by mutual agreement between the Board and the faculty member.

9.1.5.3 A faculty member who elects not to accept an offer for an off-campus teaching assignment shall not receive consideration as a matter of right for other additional teaching assignments in that semester (or enrollment period).

A faculty member who accepts and then rejects an off-campus assignment shall not receive consideration as a matter of right for other additional teaching assignments in that semester or for the following semester.

9.1.5.4 Faculty handling correspondence courses through the Department of Continuing Education and Sponsored Programs shall be compensated at the rate of one-half (1/2) of the then current credit-hour rate for on-campus students per credit hour completed. In the event that a student fails to complete a correspondence course in twelve (12) months' time, or drops the course, the faculty member shall be compensated on a prorated basis for the amount of the correspondence course the faculty member has processed.

9.1.5.5 Reimbursement for meals and lodging shall be in accordance with existing University policies (see *Travel Policies, Regulations and Procedures*, effective July 1, 1990 or subsequent revisions thereof).

9.1.5.6 State vehicles shall be used for transportation if available, otherwise faculty members shall be reimbursed for the use of personal cars according to University policy (see *Travel Policies, Regulations and Procedures*, effective July 1, 1990 or subsequent revisions thereof).

9.1.6 Summer College Salary

9.1.6.1 Excepting when Summer College assignments are on load, salary for Summer College assignments shall be compensated at the rate of .0278 x the number of credit hours x preceding academic year's base salary with the maximum amount per credit hour of \$1,500 in 1997-98, \$1,500 in 1998-99, and \$1,550 in 1999-2000. Summer salary rates are effective for all courses that commence after July 1 (and prior to June 30) of the respective contract year.

9.1.6.2 Summer College teaching assignments shall be based upon programmatic needs as determined by the department head and dean. Summer College assignments shall not be made except by mutual agreement between the Board and the faculty member. Such assignments shall normally be offered to qualified members of the bargaining unit; however, the Board reserves the right to employ nonbargaining unit personnel for such purpose and, further, the Board's decisions in such instances are not subject to review under the grievance procedure.

9.1.6.3 Faculty shall not have, in any one (1) year, Summer College appointments which exceed a total of an eight (8) credit-hour teaching load or its equivalent, unless approved by the department head and dean.

9.2 Fringe Benefits

9.2.1 Hospitalization and Medical Benefits

9.2.1.1 The Board will, during the life of the Agreement, maintain and contribute to the cost for the current hospitalization and medical program for full-time faculty members who complete and file application in accordance with the Board's and the administrators' regulations. The Board's contribution to the health program for each faculty member participating will be as follows:

1997-98	Average cost up to \$5,620
1998-99	Average cost up to \$5,788
1999-2000	Average cost up to \$5,991

9.2.1.1.1 If the average cost in any of the years is less than the amounts stated in Section 9.2.1.1, the savings or dividend shall be distributed to Association members as specified in Section 9.2.1.1.2.

9.2.1.1.2 The savings or dividend (if any) shall be distributed to eligible faculty members in a manner specified by the Association. Within thirty (30) days after the Board has computed the savings or dividend and communicated same to the Association, the Association will notify the Board as to the method of distribution. The method of distribution cannot include an increase in base salary since the savings is a one-time savings.

9.2.1.1.3 If the average cost for 1997-98 and/or 1998-99 and/or 1999-2000 is greater than the amount shown above, such excess average cost shall be borne by those faculty members (a) who were covered by the health program during such plan year and (b) who were in active status at the end of such plan year. A faculty member's share of such excess average cost shall be withheld from the faculty member's compensation during the ensuing plan year in accordance with the written election filed by such faculty member, provided that the maximum share of excess average cost for a given plan year shall be \$750 per year.

Any cost in excess of the maximum individual share shall be borne by the Board.

9.2.1.1.4 Average cost is defined as the total of claims, administrative fees, reinsurance, Employer's share of FICA, and stop loss premiums divided by the average number of University employees covered during the health plan year. When calculating the average cost per year for the

hospitalization and medical program, the Association agrees to recognize \$2.50 per covered faculty member per year to help fund wellness activities of the Health Care/Wellness Committee. The University also agrees to contribute \$2.50 per covered employee per year for this purpose.

- 9.2.1.1.5 In the event of a faculty member's death, the surviving spouse and dependent children are eligible for hospitalization and medical benefits consistent with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). After expiration of COBRA benefits, an individual conversion policy is available from the carrier.
- 9.2.1.1.6 The designated individual of an Association member as specified in Article VIII, Section 8.2.1.1. shall have access to the health services provided by the Northern Michigan University Health Center. Payment for the cost of such services will be the responsibility of the designated individual.
- 9.2.1.1.7 All faculty members who have worked full time during the full academic year shall be covered for hospitalization and medical and life insurance benefits and single premium dental and optical insurance until the start of the next academic year whether the faculty members are Ongoing faculty or are separating from University employment. It is understood that continuation of these benefits does not constitute an Ongoing appointment. The Board reserves the right to not renew an appointment.
- 9.2.2 Short-Term Disability
 - 9.2.2.1 Full-time faculty members who have been employed by the University for one (1) year and who have used six (6) weeks of sick leave and are unable to return to work, as evidenced by a statement from the faculty members' physician, will receive short-term disability pay at a rate of seventy-five percent (75%) of base annual salary. Faculty members who accumulate annual leave will use accumulated and unused annual leave to make up the difference between the seventy-five percent (75%) short-term disability payment and full salary. Once a faculty member is placed on short-term disability, the faculty member shall cease to earn annual leave.
 - 9.2.2.2 A sick leave bank will be established each fiscal year. This bank will be created by the University by setting aside the equivalent of five (5) hours of sick pay for each academic year Ongoing faculty member. This bank will be used on a first come-first served basis by those academic year Ongoing faculty members who exceed the six (6) weeks of full salary sick leave to make up the difference between seventy-five percent (75%) short-term disability and full salary. The balance remaining on June 30 each year, if any, will not carry forward to the following year.
 - 9.2.2.3 A faculty member who returns to work after having received short-term disability will be required to requalify for sick leave benefits by working a period of twenty (20) consecutive work days unless the subsequent disability arises from a cause unrelated to the original disability. The only exceptions to this requalification may be made by the Vice President for Academic Affairs in cases of very serious illness or disability. A faculty member who returns to work, works for less than twenty (20) days, and is unable to perform the faculty member's duties

as evidenced by satisfactory medical documentation may receive the faculty member's unused short-term disability benefits.

- 9.2.2.4 Short-term disability benefits will continue until the long-term disability insurance becomes effective, or until the faculty member recovers and resumes regular duties, or until the faculty member dies, but the benefits will in no event continue for a period longer than the first of the month following six (6) consecutive months of total disability or not beyond the end of the regular appointment period.
- 9.2.2.5 Faculty members who are not eligible for long-term disability will be paid under the provisions of the Sick Leave and Short-Term Disability Policies. Once these benefits have been exhausted, salary payments will cease. A faculty member may be eligible for an unpaid illness or disability leave (Article VIII, Section 8.9). Faculty members who have exhausted the sick leave, short-term disability, and illness or disability leave provisions shall have the faculty members' employment terminated.
- 9.2.2.6 Since certain full-time regular faculty members have fiscal year appointments, the benefits provided under this policy will be based on the appointment period.
- 9.2.2.7 The Board will provide full health insurance, life insurance, single premium dental and optical insurance, and long-term disability coverage while a faculty member is on short-term disability.
- 9.2.3 Long-Term Disability Insurance
 - 9.2.3.1 The Board shall provide a Long-Term Disability Insurance Program.
 - 9.2.3.2 The policy provides for the payment of sixty percent (60%) of the regular appointment period salary rate for all full-time faculty members who have been employed one (1) full year or longer and who, in the opinion of the University's carrier, are considered to be totally disabled. The sixty percent (60%) level is less any and all offsets (Social Security, Workers' Compensation, etc.) as determined by the insurance policy.
 - 9.2.3.3 The Board shall, consistent with Section 9.2.1, provide hospitalization and medical benefits and one (1) times regular annual salary as group life insurance as provided by our carriers for those receiving long-term disability benefits as follows. In all cases the Vice President for Academic Affairs has the ability to extend the period of employment and benefits at the Vice President's discretion.
 - 9.2.3.3.1 Tenured faculty approved for long-term disability benefits will have two (2) years of health insurance paid by the University after which time the cost of the premium will be shared equally fifty/fifty (50/50) by the Board and the faculty member for an additional four (4) years at which time employment and benefits will terminate.
 - 9.2.3.3.2 Tenure Earning faculty approved for long-term disability benefits will have two (2) years of health insurance paid by the University after which time the cost of the premium will be shared equally fifty/fifty (50/50) by the Board and the faculty member for an additional two (2) years at which time employment and benefits will terminate.

- 9.2.3.3.3 Term faculty and those on Continuing contracts approved for long-term disability benefits will have two (2) years of health insurance paid by the University at which time employment and benefits will terminate.
- 9.2.3.4 Faculty members who receive benefits under the Long-Term Disability Program will be considered to be on an illness or disability leave as specified in Article VIII, Section 8.9 to a maximum period specified above.
- 9.2.4 Life Insurance
- 9.2.4.1 The Board shall provide term life insurance equal to a faculty member's salary for the regular appointment period, rounded to the next highest multiple of \$1,000, for all full-time faculty members (and faculty on reduced appointments) who complete the necessary forms for this coverage within thirty (30) days of a new appointment or within thirty (30) days of obtaining full-time status. This coverage shall also include an "Accidental Death and Dismemberment" rider.
- 9.2.4.2 Faculty may, at the faculty members' expense, apply for additional coverage up to five (5) times the faculty members' annual base salary rate with a maximum total amount of coverage of \$500,000.
- 9.2.4.3 Additional coverage may be obtained at the faculty member's expense for the faculty member's spouse and/or dependent children. The amount for the spouse may be up to \$20,000 and for dependent children up to \$10,000.
- 9.2.4.4 The Board's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's rules and regulations.
- 9.2.4.5 The Board has no authority to make changes in insurance coverage and/or carriers without written response from the Association within a reasonable period of time.
- 9.2.5 Retirement
- 9.2.5.1 Full-time faculty members are eligible to participate in the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) retirement program if they elect to do so within ninety (90) days of date of appointment or within ninety (90) days of a change from part- to full-time status. Electing to participate in the TIAA-CREF program is an irrevocable decision. Faculty first hired prior to January 1, 1996 who did not elect TIAA-CREF are covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS).

The University shall contribute twelve and one-half percent (12.5%) of salary up to \$20,000 of salary paid and seventeen and one-half percent (17.5%) of salary paid above \$20,000. For participants in the MPSERS program, the University shall pay the amount specified by MPSERS.

- 9.2.5.1.1 The Board agrees to make available supplemental retirement programs in addition to TIAA-CREF's supplemental retirement program.
- 9.2.5.2 To be considered a retiree and eligible for retirement benefits and privileges as a retiree of the University, regardless of the retirement program in which an employee participates, the total of an employee's age and years of service at the University must equal or be greater than seventy (70) as of the retirement effective date and the employee must have a minimum of ten (10) years of full-time service with the University.
- 9.2.5.3 Upon retirement, faculty members will receive a membership card from the NMU Retirees Association which will entitle the faculty members to all the NMU Retirees Association benefits. Persons with emeritus title may also march in academic processions such as commencement, and represent the University on appointment at academic ceremonies of other institutions. Spouses of retirees may also enroll in University courses free of charge.
- 9.2.5.4 Additional Retired Faculty Benefits
- 9.2.5.4.1 Teaching and Consultation
- Retired faculty may request consideration for substitute or part-time teaching. Department heads, with consultation of faculty, are encouraged to invite retired faculty to participate in appropriate seminars, colloquia, scholarly meetings, to serve on appropriate departmental committees, and to serve in academic consultant capacities on campus. Retired faculty may be eligible to serve on appropriate campus and state-wide faculty committees.
- 9.2.5.4.2 Support Services
- The University, through the academic department heads, will consider requests for providing support services and access to facilities by retired faculty. Approvals of such support or access shall not establish any precedent nor provide any assurance that other requests will be honored.
- 9.2.5.4.3 Emeriti groups will have access to campus rooms and facilities for meetings and reunions and opportunity to establish an emeriti association on the same basis as other community groups.
- 9.2.5.5 Retirees who retire under the provisions of the MPSERS are afforded an opportunity to participate in a group health insurance policy for retirees. The retirement system (MPSERS) presently contributes to the cost of this coverage. Arrangements for such coverage are normally made at the time of retirement.
- Retirees who retire under the TIAA-CREF program, and who have met the retirement qualifications consistent with University regulations may participate in the group health coverage that is available to regular full-time employees of the University. The cost of this coverage will be paid by the retiree and will be the same as for an active employee, or as established by the Board. Arrangements for this coverage must be made with the Human Resources Department normally at the time of retirement, and payments are to be made to Financial Services. The retiree and spouse, when eligible, must participate in the Medicare Program Part A and Part B.

A spouse and dependent children as defined by the University group health insurance policy, upon the death of the retiree, may also make arrangements to continue health coverage, dependent on the retirement program of the retiree and the rules then in effect.

9.2.6 Bookstore Discount

All faculty members, the faculty members' spouses, and dependents as defined by the IRS shall be entitled to receive a twenty percent (20%) discount on books and a ten percent (10%) discount on all other merchandise purchased at the Bookstore with the exception of items on sale and cap and gown rentals and purchases.

9.2.7 Tuition Scholarships

9.2.7.1 Tuition scholarships will be awarded to faculty members, spouses, and dependent children as defined by the IRS, on a space available basis.

Faculty members, spouses, and dependent children as defined by the IRS shall be allowed to take an unlimited number of credit hours per semester.

9.2.7.2 Those who participate in the Tuition Scholarship Program are not eligible to receive additional University funded scholarships or grants.

9.2.7.3 In the event of a faculty member's death, the surviving spouse and dependent children, who are participating in the Tuition Scholarship Program at the time of the faculty member's death may continue in the program until completion.

9.2.7.4 The unmarried surviving spouse and dependent children of a faculty member who had at least ten (10) years of service at the University may participate in the program until completion.

9.2.8 Recreation Membership

The Board will provide each faculty member, who completes the annual application process, a single recreation membership for the faculty member. The cost of an annual family membership may, in the alternative, be reduced by the cost of a single membership for the family of such faculty member. Once per year, faculty members may sponsor one (1) person, other than their spouse, for a recreation membership at the reduced rate which would otherwise be afforded family members of faculty members.

9.2.9 Existing library and parking policies shall be modified only after prior consultation according to Article I, Section 1.5.2.

9.2.10 General Liability Insurance

9.2.10.1 When performing assigned responsibilities, faculty members are protected against loss due to personal injury or property damage to self or to others in accordance with the provisions of the University's insurance program.

9.2.11 Dependent Care Assistance Plan

All faculty members shall be given the opportunity to participate in a Dependent Care Assistance Plan established by the administration.

9.2.12 Prescription Drug Card Program

The University agrees to provide a prescription drug card with a \$5 deductible. A mail-order option with a \$2.50 co-pay will also be available.

9.2.13 Dental Insurance

The University agrees to contribute the full cost per faculty member of a single plan premium for eligible faculty members for a defined dental plan for all participating full-time faculty members.

Participation in the plan is optional for all full-time faculty members.

The plan must maintain the level of participation of the faculty members on roll as determined by the carrier.

The University will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll faculty members, and to communicate with the insurance carrier regarding administration of the plan.

9.2.14 Optical Insurance

The University agrees to contribute the full cost per faculty member of a single plan premium for eligible faculty members for a defined optical plan for all participating full-time faculty members.

Participation in the plan is optional for all full-time faculty members.

The plan must maintain the level of participation of the faculty members on roll as determined by the carrier.

The University will assume the administrative costs necessary to collect deductions, to submit payments to the insurance carrier, to enroll faculty members, and to communicate with the insurance carrier regarding administration of the plan.

9.2.15 The University will establish flexible spending accounts and premium conversion plans for health, dental, and optical expenditures for insurance premiums and deductibles as allowable by law.

ARTICLE X

DISCIPLINE AND DISMISSAL

- 10.1 Discipline, including dismissal, may only be imposed for just cause. In all such cases, the faculty member shall be provided with a written notice of the reason why the disciplinary action is being taken. This notice shall describe with reasonable particularity the reason for the action and shall be delivered at or before the disciplinary action is effected. Copies of all such notices shall be concurrently transmitted to the grievance officer of the Association.
- 10.2 It is understood that nonrenewal of a probationary appointment is not a disciplinary action.
- 10.3 Dismissal of Faculty with Tenure
- 10.3.1 Dismissal of a faculty member with tenure will be preceded by a discussion between the faculty member and appropriate administrative officers looking toward a mutual settlement, and a written statement of the grounds for dismissal, framed with reasonable particularity, from the appropriate academic administrator.
- 10.3.1.1 In any case where the dismissal of a Tenured faculty member is recommended, the Vice President for Academic Affairs shall notify the faculty member of the faculty member's right to request a review by the Faculty Review Committee (FRC).
- 10.3.1.2 In order to initiate such an appeal to the FRC, the faculty member must communicate a written request for the review to the Vice President for Academic Affairs within fourteen (14) calendar days.
- 10.3.1.3 Upon receipt of a request for the FRC review, the Vice President for Academic Affairs shall notify the FRC that a review hearing of the case is to be initiated within fourteen (14) calendar days and further that the FRC shall submit its report within three (3) calendar weeks after the conclusion of the hearing to the Vice President for Academic Affairs.
- 10.3.1.4 The report of the FRC shall indicate whether in its opinion there exists just cause to dismiss the faculty member. This opinion shall be based solely on the record established during the review hearing and the report shall detail with reasonable particularity the reasons for its opinion.
- 10.3.1.5 If the Vice President for Academic Affairs does not concur with the opinion of the FRC, the Vice President shall state the substantive reasons for the disagreement and shall communicate the reasons in writing to the FRC before transmitting the case to the Board of Control.
- 10.3.1.6 The procedures to be followed in the FRC review hearing will be established by the FRC and shall provide due process to all participants. The faculty member is entitled to be accompanied and/or represented by a person of the faculty member's choice from the University community.
- 10.3.1.7 If the faculty member is suspended before or during the FRC review hearing, the suspension shall be with pay until such time as the FRC issues its report, or should have issued its report, to the Vice President for Academic Affairs.

- 10.3.1.8 Any faculty member who is recommended for dismissal may exercise the faculty member's statutory right to address the Board of Control by making the appropriate request through the Office of the Secretary to the Board of Control.
- 10.3.2 The FRC is charged with and authorized to convene and conduct a hearing under the provisions of Section 10.3 within the established time limits without regard to any limitation to the contrary in the bylaws of the FRC. Should such a hearing have to be conducted after the conclusion of the winter semester, the committee membership shall consist of the members appointed for the immediately preceding academic year.

ARTICLE XI

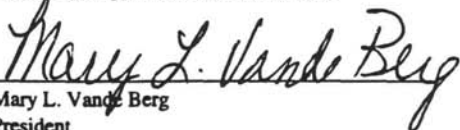
DURATION OF AGREEMENT

This Agreement shall be in effect upon ratification by the Board and the Association and shall extend to June 30, 2000. It shall continue in effect on a year-to-year basis after June 30, 2000 unless either party gives notice of intent to terminate the Agreement on that date or notice of intent to negotiate modifications of this Agreement pursuant to Article I, Section 1.5.3. In the event that the Board and the Association undertake such negotiations to modify this Agreement, it shall expire on June 30, 2000 unless it is extended for a specified period by mutual written agreement of the Board and the Association.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: 6/30/97

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS-NORTHERN
MICHIGAN UNIVERSITY CHAPTER

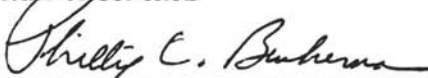


Mary L. Vande Berg
President

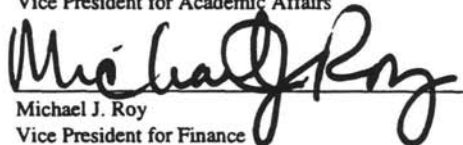


Neil W. Carlson
Chief Negotiator

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL



Phillip L. Beukema
Vice President for Academic Affairs



Michael J. Roy
Vice President for Finance
and Administration

Ratified by the Association
on April 4, 1997

Approved by the Board of Control
on May 2, 1997

MEMBERS OF THE NEGOTIATING TEAMS

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-NORTHERN MICHIGAN UNIVERSITY CHAPTER

Dr. David L. Carlson
Professor of Political Science

Mr. Neil W. Carlson, Chief Negotiator
Professor of Economics

Ms. Krista E. Clumpner
Associate Professor
Library

Ms. Mary L. Etchison
Counselor/Associate Professor
Counseling Center

ON BEHALF OF THE NORTHERN MICHIGAN UNIVERSITY BOARD OF CONTROL

Dr. Phillip L. Beukema
Vice President for Academic Affairs

Dr. Brian G. Gnauck
Dean, Walker L. Cisler College of Business

Dr. Michael J. Roy, Chief Negotiator
Vice President for Finance
and Administration

Dr. Terrance L. Seethoff
Head, Department of Mathematics
and Computer Science

NMU Faculty Evaluation Processing Form*(Please attach to front of Evaluation Materials)*

Evaluation Period _____

Faculty Member _____
(name) (signature)

Department _____

Present Rank _____ Date Received _____

Highest Degree _____ Year Awarded _____ School _____

Full-Time Years at NMU _____ Years Prior Service Credit _____ Date Hired _____
(excluding current academic year) (from Appointment letter)

Tenure Status _____ Date Awarded _____

NOTE: Full-size copies of these forms may be obtained from the AAUP Senate Office or the offices of the academic Deans. Departments are invited to photocopy extra copies they might need.

NMU Faculty Evaluation: Promotion and/or Tenure Processing Form

(Please attach to front of Promotion and/or Tenure Request)

Faculty Member _____
(name) (signature)

Date of Application _____ Applying for: PROMOTION TENURE

Department _____

Present Rank _____ Date Received _____

Highest Degree _____ Year Awarded _____ School _____

Full-Time Years at NMU _____ Years Prior Service Credit _____ Date Hired _____
(excluding current academic year) (from appointment letter)

Tenure Status _____ Date Awarded _____

COMMITTEE	DATE RECEIVED	Recommending:				DATE OF ACTION	DATE SENT TO NEXT STEP
		Promotion		Tenure			
		YES	NO	YES	NO		
Evaluation Committee							
Department Chair							
College Advisory Council							
Dean							
Faculty Review Committee							
Academic Vice President							
Final decision							

NMU Faculty Evaluation Processing Form Part V

Faculty Member _____

Faculty evaluations contain four (4) parts that precede this page. The following signatures below do not indicate concurrence or nonconcurrence with the substance of the evaluation; they indicate only that the signer has read Parts I, II, III and IV of the evaluation.

If this evaluation does not involve application for promotion and/or tenure, the faculty member and/or the dean may append a statement to this form if they so choose.

Faculty member _____
(signature)

Date _____

Dean _____
(signature)

Date _____

**NMU/AAUP
REQUEST FOR AUTHORIZATION TO PERFORM CONSULTANT SERVICE**

This authorization is requested by:

Name: _____
 Rank: _____
 Department: _____

This work will be done for:

Name of firm or agency:

 (Name of firm, agency, etc.)

____ Municipal or county
 ____ State of Michigan
 ____ Federal
 ____ Private foundation
 ____ Private industry
 ____ Other

During the period:

Beginning date _____ / _____ Ending date _____

For each month during the consulting period, list the amount of estimated hours:

Month	Hours

This arrangement is in compliance with Article VI, Section 6.6, of the Agreement between the Board of Control and the AAUP-NMU Chapter.

Signature: _____ Date: _____

ACKNOWLEDGEMENT:

Department Head: _____ Date: _____

Dean or Director: _____ Date: _____

Distribution of copies: faculty member, department head, dean or director,
 Academic Vice President

A: consult.wp/aaup95-2

DESIGNATION OF AAUP RELEASED TIME CREDIT

Faculty Member: _____ Social Security Number: _____
 First MI Last

Academic Department: _____

Pursuant to Article VI, Section 6.1.1.6, I hereby request one of the designations listed below for released time credit, and I affirm that this credit will be used for professional development purposes. A plan of action describing these purposes will be submitted at such time as I submit a request for released time.

OVERLOAD COURSE DESIGNATION:

I understand this course must be designated before the first day of classes for the semester, that such a designation is irrevocable, and that I will receive no monetary compensation for this class:

<u>COURSE NUMBER</u>	<u>COURSE NAME</u>	<u>SEMESTER</u>	<u>DAY & TIME</u>	<u>CR. HR.</u>
----------------------	--------------------	-----------------	-----------------------	----------------

DIRECTED STUDIES DESIGNATION:

I am requesting .25 credit hours of released time for the following Directed Studies course and believe that the conditions stated in Article VI, Section 6.1.1.6.1(b) and 6.1.1.6.2 of the Master Agreement are met:

<u>COURSE NUMBER</u>	<u>COURSE NAME</u>	<u>SEMESTER</u>	<u>DAY & TIME</u>	<u>CR. HR.</u>
----------------------	--------------------	-----------------	-----------------------	----------------

Signed: _____
 Faculty Member Date

Signed: _____
 Department Head Date

Distribution: One copy each to: Payroll, Vice President for Academic Affairs, Academic Dean, Academic Department Head, and Faculty Member.

CRTRTC/AAUP95-3

PROCEDURE FOR SUBMITTING AND SECURING FINAL ADOPTION
OF DEPARTMENTAL BYLAW PROPOSALS

Submittal Form:

The department submitting proposed bylaws or bylaw changes BEARS THE RESPONSIBILITY for monitoring the progression of their proposal through the acceptance/approval process. To assist the department in this task, a Submittal Form for Approval of Departmental Bylaws (hereinafter referred to as Submittal Form) has been developed (see attached). The department must fill out the top portion of the Submittal Form and send it with the proposed bylaws to the various individuals/groups in the process.

The approval bodies at each step are responsible for entering appropriate information describing the action they have taken with regard to the proposal, dating their action, and returning a copy of the Submittal Form to the originating department.

Submittal Procedure:

It is generally desirable (but not required) for departments to consult with the AAUP Grievance Officer and/or the Vice President for Academic Affairs about the content of prospective bylaw changes in the interest of avoiding later problems or pitfalls. When initiating the proposed submittal process, the steps below should be followed:

- Step 1. The department must submit a printed copy of the proposal and a computer disk containing the file of the bylaw document, together with the Submittal Form, to the AAUP Grievance Officer (with photocopies to the department head and dean). See attached Format for Submittal and Final Approval of Departmental Bylaw Proposals.
- Step 2. The AAUP Grievance Officer will note her/his disposition of the proposal on the next line of the Submittal Form, indicate acceptance when that applies, and return the form, the proposed document, and the computer disk to the department.
- Step 3. If Article III, Section 3.1.1.4.2 of the AAUP Master Agreement is applicable, the department shall submit the bylaw proposal to the CAC (with or without any changes to the proposal based on an advisory from the AAUP Grievance Officer). The CAC will, after its review, note its disposition of the proposal on the Submittal Form and return the form, bylaw proposal, and computer disk to the department.
- Step 4. When Step 2 and/or 3 is completed, the department shall submit the bylaw proposal to the Vice President for Academic Affairs (with or without any changes to the proposal based on advisories from the AAUP Grievance Officer and the CAC), together with a computer disk containing the file of the bylaw document.
- Step 5. If the Vice President for Academic Affairs believes that further changes in the bylaw proposal are in order, she/he will communicate this to the department and return the Submittal Form, proposed document, and computer disk to the department head. If the Vice President for Academic Affairs determines that the proposed bylaws are satisfactory, she/he will approve the proposal, sign the Submittal Form in the appropriate space, and return a copy of the form to the department head.

Note: The Submittal Form serves as an important tracking and "disposition" device and should always note action taken by the department, AAUP Grievance Officer, and CAC and the Vice President for Academic Affairs at each step of the process. It should also note if "no action is taken" (by the department, for example, were it to choose not to take action on a further change suggested by the AAUP Grievance Officer or CAC).

FORMAT FOR SUBMITTAL AND FINAL APPROVAL
OF DEPARTMENTAL BYLAW PROPOSALS

STEP 1

When submitting proposed changes or amendments to a department's bylaws it is required that:

1. the department use as the base document the departmental bylaws most recently approved by the Vice President for Academic Affairs;
2. the department have the base document entered in WordPerfect format in a computer file [for either PC or Mac], setup using a scalable font, preferably 10 or 11 point, and using bold print and/or larger point font where it will assist the reader to identify major divisions, etc. within the document;
3. all words, phrases, sentences, paragraphs, etc. proposed for deletion from the base document be identified by using the strikeout (~~strikeout~~) feature of WordPerfect (see attached sample);
4. all words, phrases, sentences, paragraphs, etc. proposed as new language for the base document be identified by using the redline (redline) feature of WordPerfect [the strikeout and redline requirements are designed to assist those who must review this document and enable them to more easily ascertain what changes are being proposed] (see attached sample);
5. sections of the bylaws be numbered similarly to the AAUP Master Agreement in which sections are numbered on the left hand of the page (e.g., 2.2.3.3.3), freeing up all space to the right on the page for text;
6. a header is typed on all pages with the following statement:

"Proposed Bylaw Changes from (department) Draft Approved on (date)."
"Base Document Approved on (date)."

[Note: The date on the first line should correspond to the date when a vote on the bylaw changes was taken by the department, verifiable in the minutes of that meeting.]

STEP 2

After the Vice President for Academic Affairs has approved the bylaw proposal, the approved bylaw must be altered on the computer disk such that: the header will be changed to read: "Approved by Vice President (name) on (date)," along with deleting any other header that identifies the subject matter as "proposed" changes. This disk will then be kept in the Vice President for Academic Affairs Office files, and a copy of the disk will be made and sent (accompanied by a copy of the Submittal Form) to the following:

- AAUP Grievance Officer
- CAC and dean of appropriate College
- Originating department

MEMORANDUM OF UNDERSTANDING #1
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-
NORTHERN MICHIGAN UNIVERSITY CHAPTER
1997

This Memorandum of Understanding executed between Northern Michigan University, a Michigan Constitutional Corporation (hereinafter referred to as the University), and the American Association of University Professors-Northern Michigan University Chapter (hereinafter referred to as the Association), the recognized bargaining unit agent for certain faculty employed by Northern Michigan University, whereas the parties agree as follows:

The University is committed to providing quality educational programs in its service region and supports the expansion of distance delivery opportunities in fulfilling its educational mission. University faculty are encouraged to participate in these efforts and the University in turn will exercise good faith in providing the resources and support structure necessary for mounting quality distance education programs.

Prior to the offering of a distance education course, a course proposal must be developed with consultation between the faculty member and the department responsible for the course. All course proposals are subject to approval by the Vice President for Academic Affairs or designee and must include the following elements as a minimum:

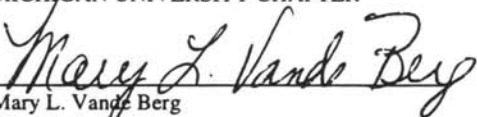
1. A statement of rationale for mounting the course as a distance education course.
2. Information regarding the size of expected market.
3. A statement describing the credit-hour production expected, the location(s) in/from which those students would likely participate in the course, requirements for on-site coordination, and frequency of on-site visits as appropriate to the delivery format.
4. An outline of the pedagogical, telecommunication, and/or other resources required in order to conduct the proposed course in a quality manner, and an estimate of the costs to acquire any resource not already in place.
5. An outline of the course development effort anticipated—as related to course content, distance education pedagogy, practice and testing-out work, etc.
6. A plan for implementing initial course evaluation no later than mid-semester to decide what corrective action may be necessary (regarding pedagogy, resource support, etc.).
7. A plan for evaluating the course upon its first-round completion (i.e., before it is conducted in a subsequent semester).

The Vice President for Academic Affairs reserves the right to accept or reject any course proposal, and in the event of rejection, to consult with the faculty member and department in working out an acceptable proposal.


The Vice President for Academic Affairs will provide the support funds to meet the need for equipment or other resources called for in approved distance education course proposals (or subsequent requests) that are not otherwise available. Requests for such funds must be made to the Vice President for Academic Affairs or designee and funds so approved will be transferred to departmental accounts to cover the approved purchases.

The Vice President for Academic Affairs will also establish annually a minimum \$10,000 pool of incentive funds that will be available for grants to individual faculty developing distance education course proposals. These proposals would need to meet the guidelines established by the Vice President for Academic Affairs. One (1) cash award will be distributed per approved proposal in an amount to be determined by the Vice President for Academic Affairs.

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS-NORTHERN
MICHIGAN UNIVERSITY CHAPTER


Mary L. Vande Berg
President

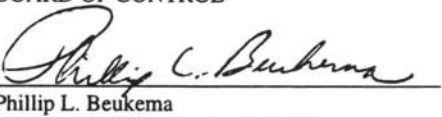
Dated: 6/30/97


Neil W. Carlson
Chief Negotiator

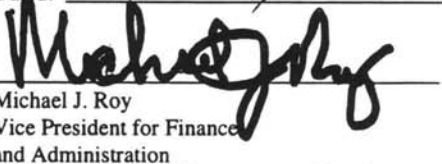
Neil W. Carlson
Chief Negotiator

Dated: 6/30/97

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL


Phillip L. Beukema
Vice President for Academic Affairs

Dated: 6/30/97


Michael J. Roy
Vice President for Finance
and Administration

Dated: 6-30-97

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