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8/25/98

1995 - 1998 MASTER AGREEMENT

between

NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL



and

NORTHERN MICHIGAN UNIVERSITY FACULTY ASSOCIATION,
MAHE-MEA-NEA



Michigan Education Association

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Northern Michigan University

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ARTICLE 1

GENERAL PROVISIONS

1.1 Purpose

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, and conditions of employment for the members of the bargaining unit herein defined. The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, the Bargaining Unit Members, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise regarding this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

1.2 Recognition

The Northern Michigan University Board of Control, the Employer, hereinafter referred to as the "Board," hereby recognizes the Northern Michigan University Faculty Association (affiliated with the Michigan Association of Higher Education-Michigan Education Association-National Education Association), hereinafter referred to as the "Association," as the exclusive bargaining representative of all full- and regular part-time Northern Michigan University Faculty Association faculty members employed or to be employed in the following classifications: Instructor-TAS, Assistant Professor-TAS, Associate Professor-TAS, and Professor-TAS with academic rank; Counselor/Advisor, but excluding any other employees of the Board of Control. Excluded: All others including any other Administrative/ Professional employees; Executive/Management employees; supervisors; other employees with academic rank; research assistants; graduate assistants; tutorial assistants; student employees including work-study employees, casual employees; temporary employees; and all employees currently represented by certified bargaining units.

1.3 Bargaining Unit Members; Faculty Members

The term "bargaining unit member" or "faculty member" when used hereinafter in this Agreement shall refer to all members of the designated bargaining unit and reference shall include both male and female members.

1.4 Conflicts

This Agreement shall prevail over any Board policies or bylaws which are in conflict with its provisions. Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

1.5 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 they were free to discuss all matters of concern dealing with wages, hours, and working conditions. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This collective bargaining Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

1.6 Special Conferences

Special Conferences for important matters may be arranged between the Association President and/or the Association President's designee and the Employer or its designated representative upon request of either party. Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Association. Requests for such Special Conferences shall be made in writing and an agenda of the matter to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. This Conference may be scheduled at a mutually convenient time. However, such a Conference will be scheduled within ten (10) calendar days excluding Saturdays, Sundays, and holidays from the date of receipt of the written request for such a Conference. This meeting may be attended by a representative of the State Association.

1.7 Nondiscrimination

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 Association 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. Any claimed breach of this clause shall be remedied through the procedures provided by law and not through the grievance procedure.

1.8 The Association agrees to abide by all federal and state laws regarding discrimination.

1.9 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.10 No Strike

The Association agrees that it will not authorize, sanction, or support, nor will any of its members participate in any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the Jacobetti Center and/or the University.

1.11 Inclement Weather

When the University determines that employees are not required to report to work, or to continue working if they have reported, the employees affected will suffer no loss of pay for the hours not worked.

Those employees who are required to work at times when the University operations are curtailed due to inclement weather, will be paid their regular salary and will be given compensatory time off with pay at a later date. Such compensatory time off is to be arranged with a supervisor and is to normally be used within thirty (30) days of accrual.

The University will make a reasonable attempt to notify employees through media announcements; however, it will not be responsible for unauthorized announcements. Employees are expected to contact the Office of Public Safety and Police Services for information on curtailments.

Employees on sick leave or a previously scheduled personal leave day will not be given any additional time off with pay at a later date.

1.12 Subcontracting

If work currently being done by faculty members can be performed within the required time limits and at a cost equal to or less than the cost of subcontracting the work and at a standard comparable to the subcontracting work, then such work shall not be subcontracted. However, department heads of the NMUFA-represented departments may be assigned to perform work which NMUFA faculty members may perform provided that this assignment does not result in a reduced assignment to any full- or part-time faculty member or prevent the recall of a faculty member who has been laid off in full or part and who is eligible for recall.

1.13 Pronouns of masculine and feminine gender include each other.

ARTICLE 2

MANAGEMENT RIGHTS

All Management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- (1) full and exclusive control of the Management of the University, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces;
- (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- (3) the right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees;
- (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees;
- (5) the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause;
- (6) the right to reassign, at its discretion, department heads and other administrators to bargaining unit positions, in accordance with the seniority provisions of this Agreement;
- (7) the right to maintain an orderly, effective, and efficient operation of the University.

ARTICLE 3

PERSONNEL POLICIES

TYPES OF APPOINTMENTS, CLASSIFICATION REQUIREMENTS, VACANCIES, PROMOTIONS, AND TRANSFERS

3.0 Types of Appointments

3.1 Bargaining unit members may be employed under any one of the following types of appointments:

- (a) Term contract
- (b) Probationary: Continuing or Term contract
- (c) Continuing

Types of appointments relate primarily to Articles 3, 6, and 8 of this Agreement. However, to the extent that the types of appointments are referenced elsewhere in this Agreement, the three (3) above-listed appointments only shall apply and "grant" or "grant/contract" faculty members shall be treated as Term contract faculty members.

3.1.1 Term Contract Appointments

Term contract appointments shall normally be made for such reasons as late resignation or illness of regular instructional staff, enrollment requirements, program demands, replacement for leaves of absence, nonpermanent funding sources, and to meet specific program needs of business, industry, labor, agencies, and education. Term appointments shall generally not exceed two (2) years except in extenuating circumstances and except for Term contracts permitted by nonpermanent funding sources.

3.1.2 Term Contract Appointment Posting and Compensation

Job postings of Term contract positions shall state the duration and conditions of the Term contract. In accordance with the provisions of any grant or contract, the Term contract faculty members will be given the same consideration for salary, fringe benefits, promotions, merit, and equity to the degree that the grant will allow.

3.2 Probationary Appointments (Continuing or Term)

These appointments shall be for a maximum period of three (3) years. For Term contract appointments this means three (3) years of bargaining unit service with the Employer.

3.3 Continuing Appointments

Any faculty member granted a Continuing appointment, either initially or following a probationary period, may have the expectation of a Continuing appointment unless that faculty member is given notice of termination. Normally, faculty members employed on a temporary

labor basis shall not work for more than one (1) semester at a time; however, for extenuating reasons, which shall be made known to the Association, this limit may be exceeded.

3.4 Classification Requirements

General Education and Experience Provisions:

Only educational obtainments related to the bargaining unit member's assigned responsibilities shall be considered for achievement of or promotion to any rank or classification.

Only educational obtainments verified by granting institutions accredited by the appropriate regional accrediting agency shall be recognized by the Employer for purposes of hire or promotion. All other educational obtainments shall be recognized only after evaluation by and written approval of the Dean of the College of Technology and Applied Sciences.

Experience shall mean actual, compensated, full-time (as defined by the Employer or self-employment as verified by the individual's IRS form 1040-C returns or other substantiated documentation satisfactory to the Employer showing substantial business activity for the taxable year) and verified work performance in a field or area related to the bargaining unit member's assigned responsibilities.

In determining whether to grant credit for nonacademic training or experience, the University will consider the guidelines for semester hour equivalents set forth in Appendix A.

In determining whether to grant credit for field experience, preference will be given for technical, industrial, or business experience which identifies Journeyman level work performed at a licensed or certification level.

3.4.1 Substitute

The University may hire qualified substitute faculty members when deemed necessary by the appropriate department head. Such faculty members shall not obtain or accrue bargaining unit seniority nor shall such a substitute faculty member have any expectation of continued employment by virtue of such an appointment. Substitute faculty members will be paid the hourly rate set forth in Article 16 of this Agreement unless the appropriate department head determines a higher rate of pay is necessary to secure a substitute. Payment of a higher rate will at no time set a precedent for subsequent payments to any substitute faculty member.

3.4.2 Paraprofessional

The Paraprofessional classification is adjunct to the professional faculty member in a secondary classroom setting.

The faculty member in the Paraprofessional classification will be paid on an hourly rate.

The position will require supportive duties in the instructional program without having the principal responsibilities of major instruction.

Responsibilities of the position will include, but not be limited to the following:

1. Tutorial services.
2. Assist the students and/or faculty member with dangerous and/or sophisticated equipment.
3. Assist the students having problems with technical related theory.
4. Assist the faculty member in demonstrations and major presentations.
5. Substitute for the faculty member on short demonstrations or presentations while the faculty member spends time with special students who require the faculty member's professional attention.
6. Assist the professional staff in customer service duties and securing instructional supplies.

3.4.3 Instructor-TAS

Education:

A Baccalaureate degree or equivalent amount of nonacademic training as determined by the Employer.

Experience:

At least three (3) years of field or work experience, plus two (2) years of teaching experience.

3.4.4 Assistant Professor-TAS

Education:

A Baccalaureate or equivalent degree, plus thirty (30) semester hours of additional post-Baccalaureate graduate credit or an equivalent amount of nonacademic training.

Experience:

At least three (3) years of field or work experience plus three (3) years of teaching experience.

3.4.5 Associate Professor-TAS

Education:

A Master's degree, plus thirty (30) semester hours of additional post-Master's graduate credit or an equivalent amount of nonacademic training.

Experience:

At least three (3) years of field or work experience plus four (4) years of teaching experience.

3.4.6 Professor-TAS

Education:

A Master's degree, plus sixty (60) semester hours of additional post-Master's graduate credit or an equivalent amount of nonacademic training.

Experience:

At least three (3) years of field or work experience plus six (6) years of teaching experience.

3.4.7 Licensure or Certification

Any faculty member required to be licensed or certified by any agency of the State of Michigan or the United States of America in order to teach a vocational task will be required to obtain or achieve such licensure or certification before or after appointment.

3.5 Vacancies

3.5.1 In the event that the Employer determines that a vacancy exists in the bargaining unit, such notice shall be posted pursuant to Sections 3.5.4 through 3.5.7 respectively. Assignment to such openings shall be made to the applicant who is best qualified for the position. When an applicant from within the bargaining unit and an applicant from outside the University are equally qualified, the bargaining unit applicant shall be given preference. When two (2) or more bargaining unit applicants are equally qualified, seniority shall govern.

3.5.2 Bargaining unit members who believe that they meet the minimum classification requirements for appointment as defined in Section 3.4 shall be eligible to apply for such opportunities.

3.5.3 With respect to nonpromotional openings, attendance, discipline record, training, job skills, education, work experience in a department where the opening exists, other related work experience, interpersonal skills, and the overall needs and interests of the University shall be among the factors in determining the qualifications of an individual for assignment to a vacant or newly established position.

3.5.4 In order to provide bargaining unit members an opportunity to apply for bargaining unit position openings, notice of all bargaining unit position openings will be sent to the President of the Association by the Employment Office seven (7) working days prior to the stated application closing date.

- 3.5.5 The Association shall have the responsibility for the posting of such notices on the Association bulletin board. The notice shall include classification title, salary grade and salary range, job qualifications, typical responsibilities, and a stated application closing date.
- 3.5.6 If two (2) or more people apply for a position, the faculty member(s) not selected shall be sent written notification of rejection within three (3) working days after the successful applicant has accepted the position.
- 3.5.7 Each individual bargaining unit candidate is responsible for ensuring that the candidate's application for an opening accurately sets forth whatever qualifications the candidate desires to have the Employer consider in evaluating the candidate's candidacy, and that the records of the University or other knowledge made known by the candidate to the University indicate the candidate's qualifications for the opening.
- 3.5.8 Appointment of new hires and Term contract faculty members to a College of Technology and Applied Sciences position shall receive an appointment letter from the Vice President for Academic Affairs specifying the following: effective date and length of employment, classification, departmental appointment, compensation data, and terms and conditions of the Term contract if applicable.
- 3.6 Promotion Policy and Procedures
- 3.6.1 Faculty members may, upon application and approval by the Board, advance from their current rank to the next higher rank in the progression. Promotions shall be granted only to faculty members who demonstrate a record of accomplishment in the judgmental criteria since the last promotion or initial appointment (whichever is more recent), which reflect significant growth and development required for the rank for which the faculty member is applying.
- 3.6.2 Promotion is based on formal education, the updating of skills and knowledge as defined in Section 3.4, and performance relating to the three (3) judgmental criteria set forth in this Agreement and expectations under these criteria as set forth in the departmental bylaws. To be eligible for promotion consideration, a candidate must have achieved the minimum qualifications for the next higher rank as specified in this Agreement, and full consideration must be given to application of the judgmental criteria to promotion requirements as set forth in the Agreement and the departmental bylaws.
- 3.6.3 Promotion review shall be conducted in accordance with the following schedule:
- Faculty applications for promotion shall be submitted to the department head by September 15.
 - The department head's recommendation shall be sent to the Faculty Advisory Committee (FAC, NMUFA membership only) by October 15. (The individual faculty member's promotion application file must be complete by the time the recommendation of the department is forwarded to the FAC. No additional materials may be added by the faculty member, department faculty, or the department head nor be requested by any faculty committee or academic administrator except during the investigation of an appeal.)

- FAC recommendations shall be sent to the Dean of the College of Technology and Applied Sciences by November 15.
 - Recommendations from the Dean of the College of Technology and Applied Sciences shall be sent to the Vice President for Academic Affairs by January 15.
 - Recommendations of the Vice President for Academic Affairs shall be sent to the Board for the April Board of Control meeting.
- 3.6.4 When a faculty member is notified of a recommendation that is in any way negative, the faculty member shall have an opportunity to lodge an appeal at the next level of review within fourteen (14) calendar days of the receipt of such recommendation. In the event of an appeal, each of the above deadlines shall be extended thirty (30) calendar days.
- 3.6.5 If any individual or the FAC fails to submit a recommendation or response within the time periods specified above, the process shall proceed to the next step without the benefit of the recommendation, unless an extension is granted to the faculty member, department head, or FAC at the next step.
- 3.6.6 Upon promotion, a faculty member's new rank and salary increase takes effect at the beginning of the next regular academic semester immediately following the action by the Board of Control.
- 3.7 Judgmental Criteria for Promotion
- A faculty member who requests consideration for promotion shall present in the faculty member's annual evaluation information bearing on the quality of the faculty member's performance since the faculty member's last promotion; this information shall comprise both the written narrative and supporting documentation in each of the following judgmental criteria:
1. Evidence of growth in teaching effectiveness, advising effectiveness, and other service to students (see bylaws for specific criteria).
 2. Evidence of continued growth in professional development and scholarship (see bylaws for specific criteria).
 3. Evidence of growth and development in professionally related service, including both academic and external communities (see bylaws for specific criteria).
- 3.8 Promotion Application Procedures
- 3.8.1 The application for promotion will include a written narrative from ten (10) to twenty-five (25) pages describing the faculty member's professional growth and development since the date of appointment or last promotion (whichever is more recent). This narrative will address the judgmental criteria as outlined in Section 3.7 and the departmental bylaws. Evidence substantiating growth and development in each judgmental criterion will be placed in an appendix separated by index tabs labeled to correspond to each of the three (3) judgmental criteria.

3.8.2 The application document shall begin with a general information Section summarizing the faculty member's years of service in previous ranks held at the University or other relevant professional experience relating to the faculty position currently held.

3.8.3 If the faculty member has completed an additional degree since the date of appointment or last promotion, whichever is most recent, a clear statement of the professional growth resulting from that educational experience must be included.

3.8.4 The application document will then continue with the narrative describing the faculty member's performance and contributions pursuant to each of the three (3) judgmental criteria. This narrative should incorporate and build upon prior years' goal statements and formal annual evaluations, because these evaluations form the cumulative performance record of the faculty member.

3.9 Promotional Salary Increments

Salary Increments

Instructor-TAS to Assistant Professor-TAS	\$1,234
Assistant Professor-TAS to Associate Professor-TAS	\$1,727
Associate Professor-TAS to Professor-TAS	\$2,467

3.10 Transfers Due to Illness, Injury, or Handicap

The University will make a reasonable effort to reassign on a full- or part-time basis faculty members partially incapacitated as a result of an accident or disease or faculty members who, because of health, handicap, or other personal circumstances, are not able to continue in their present position. Such reassignment may be made only to an open position which the faculty member is capable of performing.

The regular posting procedure shall not apply to such reassignment.

A faculty member who is so reassigned will be paid at the rate established for the position to which the faculty member is reassigned but in no event less than the faculty member's current rate or the maximum rate of the pay grade, whichever is lower.

3.11 Temporary Transfer or Assignment

A temporary transfer or assignment is defined as the movement of a faculty member to a position within the same department or to another department due to sickness, accident, disciplinary layoff, leaves of absence, or sudden and unexpected fluctuation in a department's activity. An attempt shall be made to effect such transfer on a voluntary basis. If there are no volunteers, the Employer may proceed to effect the transfer. Faculty members are expected to perform the full range of duties characteristic of the position to which they are temporarily transferred. It is understood that it is not the intent of the Employer to erode the bargaining unit through the use of temporary transfers.

If the temporary transfer is to a position of higher classification and the transfer exceeds two (2) weeks, the transferred faculty member will be paid the minimum rate for the higher classification or the transferred faculty member's current salary, whichever is higher, for all the work performed beyond the two- (2) week period. If the transfer is to a lower classification, the transferred faculty member will be paid at the transferred faculty member's current salary.

A temporary transfer shall not exceed a six (6) month period, at which time the transferred faculty member will be returned to the transferred faculty member's former position, unless the transferred faculty member is the successful applicant for the vacated position. If the position is still required after six (6) months, it will be posted in the normal manner as provided in Article 3 unless the absent faculty member is expected to return in the near future, or the fluctuation in the department's activity is expected to decrease in the near future. Should outside recruitment prove necessary in filling a temporary position, faculty members who are laid off and qualified will be given first consideration. In the event that two (2) or more laid off faculty members are qualified, seniority will govern.

ARTICLE 4

ASSOCIATION MEMBERSHIP, FEES, AND PAYROLL DEDUCTION

- 4.1 During the life of this Agreement, and to the extent the laws of the State of Michigan permit, every faculty member shall choose, as a condition of continuing employment, one (1) of the following two (2) options:
- (a) If a faculty member is a member of the Association or decides to become a member of the Association, then the faculty member shall tender to the Association periodic and uniformly required Association dues.
 - (b) If a faculty member does not wish to become a member of the Association, then the faculty member shall tender to the Association a service charge in an amount not greater than periodic and uniformly required Association dues.
- 4.2 The amounts described in Section 4.1 shall begin with the month following:
- (a) thirty (30) calendar days after the execution date of this Agreement; or
 - (b) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and shall be tendered monthly thereafter.
- 4.3 No faculty member shall be terminated under Section 4.1 of this Article unless:
- (a) the Association has first notified the faculty member by letter, explaining that the faculty member is delinquent in not tendering either Association dues or service charge, and specifying the current amount of such delinquency, and warning the faculty member that unless such dues or service charge is tendered within thirty (30) calendar days, the faculty member will be reported to the University as provided in this Article; and
 - (b) the Association has furnished the University with written proof that the procedure of Subsection (a) of Section 4.3 of this Article has been followed or has supplied the University 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 the following by written notice:

"The Association certifies that _____ has failed to tender either the Association dues or service charge required as a condition of continued employment under the collective bargaining Agreement."
- 4.4 The University will notify the Association in writing within ten (10) working days of the receipt of an acceptance of appointment by a new bargaining unit member.

4.5 Dues or Service Charge Checkoff

During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University agrees to deduct Association dues or service charge levied in accordance with the constitution of the MEA-NEA. Dues deductions shall be prorated across the number of pays selected by the bargaining unit member and shall be deducted each pay for each faculty member who voluntarily executes and delivers to the University an authorization form, the content of which form shall be specified in a Letter of Understanding between the parties.

4.6 The initial deduction for any faculty member shall not begin unless both:

- (a) a properly executed "Voluntary Authorization for Deduction of Association Dues or Service Charge" form and
- (b) the amount of the dues or service charge certified by the Association's Financial Officer has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last payday of the calendar month. Changes in the amount of the monthly Association dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last payday of the calendar month before the change will become effective.

4.7 A faculty member may revoke the faculty member's "Voluntary Authorization for Deduction of Association Dues or Service Charge" form only as provided by the terms of the faculty member's voluntary authorization.

4.8 All sums deducted by the University shall be remitted to the Association's Financial Officer at an address given to the University by the Association once each month by the 15th calendar day of the month in which the deductions were made, together with a list of the names and the amount deducted for each faculty member for whom a deduction was made. The list shall also identify "new faculty members" and faculty members deleted since the last listing with an explanation of the changes.

4.9 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's dues or service charge.

4.10 The University shall not be liable to the Association by reason of the requirements of this Article for the remittance of payment or any sum other than that constituting actual deductions made from the pay earned by the faculty 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.

**VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF ASSOCIATION DUES OR SERVICE CHARGE**

Name _____
(type or print)

Social Security No. _____ Department _____

I authorize the University to deduct from wages earned or to be earned by me, monthly Association Dues _____ or Service Charge _____ (check one) as certified to the University by the Association's Financial Officer, and to remit the same to the Association at such time and in such manner as may be agreed upon between the University and the Association.

The authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery to the University or until termination of the collective Agreement between the University and the Association which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between the University and the Association, whichever shall be shorter, unless written notice is given by me to the University at least thirty (30) calendar days prior to the expiration of each period of one (1) year, or of each applicable Collective Agreement between the University and the Association whichever occurs sooner.

I understand that if I have authorized a service charge deduction in lieu of Association dues, I have the right, if I so choose, to inform the Association that I object to any portion of the service charge being used for purposes not related to the negotiation and administration of the collective bargaining Agreement in force between the Association and the Employer. I further understand that in the event I so object, the Association, according to internal policies of the MEA-NEA, must account for and refund to me the portion of the service charge not related to the negotiation and administration of the Agreement.

Signature of Faculty Member

Address of Faculty Member

Date of Signing

Date of Delivery to University

ARTICLE 5

REPRESENTATION

5.1 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.
- (b) The Employer will provide an enclosed bulletin board that may be locked which may be used by the Association for posting notices of the following types:
 - 1) Notices of Association recreational and social events
 - 2) Notices of Association elections
 - 3) Notices of results of Association elections
 - 4) Notices of Association meetings

The Association shall have the exclusive right to the use of this bulletin board. In the event a dispute arises concerning the appropriateness of material posted on the bulletin board, the President of the Local Association will be advised by the Director of Personnel of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin board until the dispute is resolved.

- (c) The privilege of scheduling monthly Association meetings and meetings for the purpose of ratification on campus in appropriate facilities, provided written requests for such space are made a reasonable time in advance and suitable facilities are available at the time requested, and the Association conforms to all regulations established by the Employer. The Employer reserves the right to charge a reasonable fee for any set-up or clean-up costs incident to provision of such space.
 - (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, and food; provided, however, that time and material are available at the time requested and that provision of such service does not interfere with normal University operations.
- 5.2 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 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.

- 5.3 The rights granted herein to the Association shall not be granted or extended to any competing labor organization, except as may be otherwise required by law.
- 5.4 Before appointing any bargaining unit members to any committees, task forces, councils, or other advisory or policy-making bodies created or maintained by the Board, the Board will seek recommendations for such appointment from the Association.
- 5.5 The Local Association shall specify in writing those duly authorized representatives of the Association and/or any MEA-NEA representative(s) who may transact Association business.
- 5.6 Designated officials of the Association shall be allowed released time with pay for official business of the Association provided that the faculty member has given to the faculty member's supervisor and the designated representative of the Office of the Vice President for Academic Affairs written notice of not less than seven (7) working days, and further provided that the faculty member's absence from the job will not interfere with the normal operation of the College of Technology and Applied Sciences programs and services. Such released time shall not exceed a combined total of five (5) days per contract year for all Association officials and shall be granted to not more than two (2) faculty members at any one (1) time. Additional unpaid released time may be granted for official Association business provided that written notice of not less than seven (7) working days is given to the supervisor and the designated representative of the Office of the Vice President for Academic Affairs and further provided that such absence will not interfere with the normal operation of the College of Technology and Applied Sciences programs and services.
- 5.7 When contract negotiations are conducted during regular working hours, released time shall be provided for the Association's negotiating committee.
- 5.8 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 5.9 There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Board and one (1) by the Association.
- 5.10 The Association may schedule a two- (2) hour meeting for members of its bargaining unit during the annual orientation process at the beginning of the academic year.

ARTICLE 6

REDUCTION OF WORK FORCE—LAYOFF/RECALL

6.1 In the event the Employer determines that it is necessary to reduce the number of Continuing contract faculty members, or to discontinue a position to which such a faculty member is assigned, or to eliminate a program or department in whole or in part, or to reorganize a program or department in whole or in part, whether due to lack of work, reallocation of resources, change in institutional priorities, general or specific declines in student enrollment, efficiency or economy of operations, budgetary reductions, or similar reasons, the Employer agrees to provide the affected Continuing contract laid-off faculty member and the Association with the following periods of notice:

- (a) 0 - 1 year of service: 2 weeks' notice
- (b) 1 - 3 years of service: 30 days' notice
- (c) 4 - 6 years of service: 60 days' notice
- (d) 7 - 9 years of service: 90 days' notice
- (e) Over 10 years of service: 6 months' notice

The decision as to the number of faculty members to be laid off shall not be grievable. The notice provisions of Section 6.1 do not apply to Term contract faculty members. However, to the extent possible (limited to the time remaining on the Term contract faculty member's contract when the decision not to reappoint is made), a Term contract faculty member will be provided notice on a similar basis.

6.1.1 Upon inquiry by any bargaining unit member, the University will make reasonable efforts to keep the bargaining unit member informed about the status of grant renewals. In addition, the University will promptly notify affected bargaining unit members of renewals when such notice is received by the University from the granting agency.

6.2 Prior to the implementation of a layoff of any particular full-time faculty member, a reduced assignment may be offered.

Continuing contract faculty members shall not be laid off or offered a reduced assignment until after the options below, if applicable, are considered:

- (a) Supplementation of teaching with nonteaching duties
- (b) Transfer to a vacant nonteaching position
- (c) Reassignment to another department
- (d) Shared load between departments

- (e) Retraining
- (f) Early retirement (buy-out)

If a reduced assignment is accepted, the faculty member's full medical insurance coverage will be maintained for one (1) semester while the faculty member is on a reduced assignment.

6.3 In the event of a layoff, the Employer shall inform the Association President of its contemplated actions. Such notice shall be given at least ten (10) days prior to any layoff notices being sent to bargaining unit members. If the Association so requests, the Employer shall meet with the Association prior to the mailing of any layoff notices. At such meetings, the Association may present to the Employer for consideration by the Employer any suggestions it may have regarding the layoff or how it will be accomplished.

6.3.1 Within ten (10) working days of issuing layoff notices to a bargaining unit member, any affected bargaining unit member must request, in writing, an opportunity to exercise the bargaining unit member's seniority rights under this Agreement or the right will be deemed to be waived. Within fifteen (15) working days of issuing layoff notices, the Employer shall convene a meeting to afford each bargaining unit member who has so requested the opportunity to exercise the bargaining unit member's seniority rights. In the event the bargaining unit member has qualifications and experience at least equal to another less senior bargaining unit member, the bargaining unit member shall be allowed to displace the less senior bargaining unit member and the Employer shall notify the displaced bargaining unit member and that bargaining unit member shall be afforded the same opportunity to exercise seniority if that bargaining unit member so desires. Such a notice of bumping shall not be deemed a layoff notice, and the bargaining unit member so displaced shall cease the bargaining unit member's employment at the University not later than the work day on which the bargaining unit member receiving the original layoff notice would have been laid off had the bargaining unit member receiving the original layoff notice not been able to successfully exercise that bargaining unit member's seniority.

Bargaining unit members who bump into Term contract positions funded by grants or contracts, shall be employed in such a position on the first working day following the termination of the then current grant or contract when the University has received formal notice that the grant or contract funding the position has been extended or renewed.

6.3.1.1 For purposes of Sections 6.3.1 and 6.5, the University shall determine whether a bumping bargaining unit member has qualifications and experience at least equal to another less senior bargaining unit member by reviewing the full range of duties to which the less senior bargaining unit member may be assigned. The University academic administrator making such a determination is strongly encouraged to consult with other departmental faculty when reviewing the qualifications and experience of the bumping bargaining unit member.

6.4 If a layoff begins before the required period of written notice is satisfied, the affected faculty member shall be paid salary, and fringe benefits shall be continued for the balance of the required notice period. Salary and fringe benefits will not be provided by the Employer after the required period of written notice has been satisfied. However, a faculty member who is laid off

may contact the Personnel Department to make arrangements for the continuation of group life insurance. Federal law provides for the continuation of health insurance benefits as a result of a layoff or other terminations of employment. Details are available from the Personnel Department.

- 6.5 Term contract faculty members without seniority can not bump Continuing contract faculty members. A Term contract faculty member may be bumped at the end of the Term contract faculty member's then current appointment period by either (a) a Continuing contract faculty member with more years of service in the bargaining unit who is fully qualified to perform the specific duties of the Term contract position or (b) a Term contract faculty member with more years of service in the bargaining unit who possesses qualifications equal to or greater than the faculty member to be bumped.
- 6.5.1 A Continuing contract faculty member who successfully bumps into a Term contract position shall retain Continuing contract rank, recall, and seniority rights for up to two (2) calendar years. Such a faculty member may not, however, exercise recall rights during the faculty member's period of appointment to a Term contract position. It is also agreed that retention of rank is not a guarantee of the same salary rate the faculty member earned in the Continuing contract position.
- 6.5.2 In the event a Continuing contract faculty member is laid off as a result of the elimination of a general fund position, then the duties of that position shall not be replaced by use of a Term contract position. If, however, nonpermanent funding monies become available specifically for that position, then the position will be first offered to the laid off faculty member.

The ability of the program to fulfill its assigned instructional/service responsibilities must be maintained. In the event that a layoff is necessary, and further provided that the bumping faculty member and the remaining faculty members must be qualified and able to perform the available work, faculty members will be laid off in the following order, unless it can be demonstrated that the program would be adversely affected by this specific layoff sequence.

If the layoff of a Continuing contract faculty member is necessary:

- (a) Probationary Continuing contract faculty members
- (b) Full-time Continuing contract faculty members

If the layoff of a Term contract faculty member is necessary:

- (a) Part-time Term contract faculty members
- (b) Probationary Term contract faculty members
- (c) Full-time Term contract faculty members

Subject to the above considerations, within an affected classification in a department, the faculty member with the least seniority will be subject to layoff provided that the remaining faculty members have the ability to perform the available work.

6.5.3 Full-time Term bargaining unit members, with seniority, who are offered an assignment which is less than full time shall be deemed to have been laid off and may exercise their seniority rights to bump a less senior bargaining unit member as provided in Article 6. This provision shall only be construed to allow a more senior bargaining unit member to bump a less senior bargaining unit member from the less senior bargaining unit member's entire position not to add to the reduced time assignment.

6.6 Recall

(a) Faculty Members with Seniority

When an opening occurs in a position from which a faculty member with seniority has been laid off, a faculty member laid off from that position shall, during a period of two (2) years or length of service, whichever is shorter, from the date of that faculty member's layoff, be eligible for recall for such an opening. If, in the judgment of the Employer, two (2) or more Continuing contract faculty members on layoff are equally qualified for the job opening, the most senior faculty member shall be offered the job first. All rights to recall shall terminate either upon the expiration of two (2) calendar years from the date of layoff or length of service, whichever is shorter, or in the event that a laid-off faculty member does not report for work within ten (10) working days after the date on which the notice of recall is mailed by certified mail to the last address supplied to the University by the faculty member, whichever date occurs first. It shall be the bargaining unit member's responsibility to provide a current address where the bargaining unit member may be reached in the event a position in the bargaining unit member's field of specialization becomes available.

(b) Term Contract Faculty Members

Bargaining unit members in Term contract positions which have terminated shall, for a period of two (2) calendar years from time of termination or length of continuous service, whichever is shorter, be entitled to recall rights for new Term contract positions for which they are fully qualified (including possession of proper certification if required), that may become available in the College of Technology and Applied Sciences provided they received satisfactory evaluations while on a Term contract appointment. All rights to recall shall terminate either upon the expiration of two (2) calendar years from the date of layoff or length of service, whichever is shorter, or in the event that a laid off faculty member does not report for work within ten (10) working days after the date on which the notice of recall is mailed by certified mail to the last address supplied to the University by the faculty member, whichever date occurs first. It shall be the bargaining unit member's responsibility to provide a current address to the Personnel Department where the bargaining unit member may be reached in the event a position in the bargaining unit member's field of specialization becomes available. Recall rights end when a position is offered by the University and is not accepted by the former faculty member.

- 6.7 It is mutually agreed and understood that “fully qualified” for the purpose of Section 6.6(b) includes the current expertise necessary to meet the position requirements without any training period. A brief orientation period will be afforded a Continuing contract faculty member bumping into a Term contract position.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 A grievance is a complaint by the Association, on behalf of one (1) or more bargaining unit members or in its own behalf, concerning an alleged violation of a specific provision(s) of this Agreement. The grievance shall identify the members of the bargaining unit on whose behalf it is brought. If the Association brings a grievance on its own behalf, it shall state that it is being filed on behalf of every member of the Association. All grievances shall be adjusted through the grievance procedure provided in this Article.

7.2 In computing any time limit herein specified, Saturdays, Sundays, and holidays 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. If the appropriate management representative at any step advises the grievant or the Association representative that the management representative does not have the authority to respond to the grievance, then the grievance will automatically proceed to the next step.

7.3 Step I

A bargaining unit member (or group of 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 bargaining unit member's inquiries.

(a) Informal Verbal

The bargaining unit member (or group of members) will verbally discuss the alleged violation with the bargaining unit member's immediate supervisor.

(b) Formal Written

Failing resolution of the alleged violation by informal verbal means, the Association shall initiate the grievance procedure by serving a written grievance to the grievant's immediate supervisor. The grievance shall be signed by the appropriate Association representative, and the bargaining unit 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 ten (10) working days after the Association or bargaining unit member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If the grievance is not served within that time, the grievance is barred.

The immediate supervisor will arrange a meeting to discuss the grievance with the appropriate representatives of the Association. The discussion will take place within ten (10) days after the grievance is filed. The immediate supervisor will provide the

Association with a written, mutually agreeable adjustment or a denial of the grievance within seven (7) days of the meeting with the Association.

7.4 Step II

If the grievance is not adjusted in Step I, the Association may, within ten (10) days of the Step I written answer, submit the grievance to the Dean of the College of Technology and Applied Sciences. The Dean of the College of Technology and Applied Sciences 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 Employer and the Association, the adjustment will be reduced in writing and signed by the Dean of the College of Technology and Applied Sciences and the representative of the Association. If there is no mutually agreeable adjustment, the Dean of the College of Technology and Applied Sciences shall provide the Association representative with a written answer stating the reasons for denial of the grievance. Such answer shall be provided within seven (7) days of the meeting with the Association.

7.5 Step III

If the grievance is not adjusted in Step II, the Association may, within ten (10) days of the Step II written answer, submit the grievance to the Vice President for Academic Affairs or the Vice President's designated representative. The Vice President for Academic Affairs shall promptly arrange a meeting to discuss the grievance and the written answer and appeals. The Association may be represented by its President, or designated representative, by the grievant and/or Association Steward, and by the Association's MEA representative. This discussion shall be completed within fifteen (15) days after the filing of a request to have the grievance considered in Step III. 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. Such answer shall be provided within seven (7) days of the meeting with the Association.

7.6 Step IV: Binding Arbitration

If the grievance is not satisfactorily adjusted in Step III, the Association may submit the grievance to binding arbitration by written submission to the American Arbitration Association (Detroit, Michigan office) with simultaneous written notice to the Board within twenty (20) working days after the Association's receipt of the written answer at Step III. The arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

7.7 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 bargaining unit member(s) involved.

- 7.8 Failure by the Association to appeal a grievance from one step to the next within any of the time limits specified above shall result in the grievance being settled on the basis of the Employer's last answer. If mutually agreed to in writing by the Association and the Vice President for Academic Affairs, a grievance may be initiated at a step other than Step I of the grievance procedure. However, this does not relax any of the time limitations. The Association may withdraw a grievance without prejudice and without establishing a precedent at any step of the grievance procedure.
- 7.9 The Board and the Association may agree to expedited, streamlined, or any other arbitration procedures, on a case-by-case basis. In the event there is no mutual consent to modified procedures, then the arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.
- 7.10 The arbitrator's decision shall be final and binding upon the Board, the Association, and any bargaining unit 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.
- 7.11 The Board and the Association will bear their own expenses individually including transcripts, if ordered, and will share equally the fees and expenses of the arbitrator.
- 7.12 Powers of and limitations upon the arbitrator are as follows:
- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event shall monetary adjustments cover a period prior to ninety (90) days before the filing of the written grievance.
 - (c) Where there has been no loss of wages or fringe benefits caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.

ARTICLE 8

SENIORITY

- 8.1 Probationary and Term contract faculty members shall not have seniority in the bargaining unit until the following conditions have been met:
- 8.1.1 Probationary faculty members must successfully complete a probationary period for the first two (2) calendar years of their continuous regular full- or part-time (i.e., half time or more) employment. The probationary period may be extended up to one (1) additional year if the faculty member receives less than a satisfactory evaluation or if specific concerns are identified in the evaluation process. The probationary period may be extended a fourth calendar year by mutual consent of the Board and the Association. When a faculty member completes the probationary period, the faculty member shall be entered on the seniority list of the bargaining unit, with seniority retroactive to the date of hire. There shall be no seniority among probationary faculty members. The discharge of a probationary faculty member, except for Association activity, shall be nongrievable.
- 8.1.2 Term contract faculty members will be granted seniority provided they have completed eight (8) semesters of full-time employment with the University and have a full-time appointment for the following year. Such seniority will be retroactive to the start of the period of consecutive full-time employment. Term contract faculty members hired in a full-time Continuing contract position will be granted bargaining unit seniority retroactive to the date of hire in a half-time position or more. Term contract faculty members shall not be deemed to have any seniority except as provided in this section.
- 8.2 Seniority shall be measured by credits earned on seniority year basis. The seniority year shall run from August 25 to August 24 of the following calendar year. A maximum of two (2) seniority credits can be earned for each seniority year. Bargaining unit members who work less than half time in a seniority year will earn no seniority credits. Bargaining unit members who work half time or more for the seniority year will earn seniority credits on a pro rata basis.
- 8.3 For the purposes of earning seniority credits only, full time is defined as follows:
- 8.3.1 A minimum of twenty-two (22) semester credit hours of assigned instructional work per the University Academic Calendar, or
- 8.3.2 Forty (40) hours per week of noninstructional work for nine (9) months (e.g., two [2] academic semesters) per year per the University Academic Calendar.
- 8.3.3 Twenty-five (25) teaching contact hours per week for ten (10) months per year per the Marquette-Alger Intermediate School District (MAISD) contract calendar.
- 8.4 Any combination of assignments may be used to earn up to the maximum of two (2) seniority credits for the seniority year.

- 8.5 For purposes of distinguishing seniority among faculty members who have earned the same number of seniority credits, the faculty member with the earlier date of entry into the bargaining unit shall be deemed to have greater seniority.
- 8.5.1 In the circumstance of more than one (1) individual having the same first day of work, seniority will be determined by the last three (3) numbers in the individual's Social Security number; for example, the person with the highest number shall be determined as the person with the highest seniority.
- 8.6 Faculty members who transfer to a position excluded from the bargaining unit through their own request or through some action of the Employer shall retain all accrued seniority earned prior to the transfer from the bargaining unit. When a faculty member is returned to the bargaining unit, such faculty member shall be permitted to apply the seniority earned prior to the faculty member's transfer out of the bargaining unit for the purpose of determining placement in the bargaining unit, pursuant to the Layoff/Recall Article of this Agreement, and for the purpose of establishing entitlement to other rights and benefits provided herein.
- 8.7 Names of faculty members removed from a classification or laid off in a reduction of the working force and recalled to work shall be given to the Association in writing.
- 8.8 A faculty member granted an unpaid leave of absence pursuant to this Agreement shall, during the period of such leave, retain seniority accumulated prior to the leave, but shall not accumulate seniority during the period of such leave. A faculty member on layoff, except as limited by Section 8.9(d), shall retain seniority accumulated at the time of layoff, but shall not accumulate seniority during any layoff period.
- 8.9 A faculty member's seniority rights shall be terminated for any one (1) of the following reasons:
- (a) If the faculty member resigns or quits.
 - (b) If the faculty member is discharged or terminated (unless the discharge or termination is reversed through the grievance procedure).
 - (c) If the faculty member fails to return to work from layoff when recalled as set forth in the recall procedure.
 - (d) If the faculty member is laid off for a continuous period of two (2) years or for a period of the faculty member's length of service, whichever is shorter.
 - (e) If the faculty member retires or receives a pension under one (1) of the pension plans covering bargaining unit members.
 - (f) If the faculty member does not return to work within the time limits of a leave of absence or extended leave of absence; provided, however, that if justifiable reasons beyond the control of the faculty member make it impossible to notify the faculty member's supervisor of a reasonable delay in return, then the supervisor may rescind such termination.

- (g) If the faculty member is absent for three (3) consecutive working days without notifying the faculty member's immediate supervisor and fails to give a reasonable explanation for the absence and lack of notice. A faculty member shall not be deprived of the faculty member's seniority when justifiable reasons beyond the faculty member's control make it impossible to notify the faculty member's immediate supervisor or return to work.
 - (h) The faculty member accepts regular employment elsewhere while on a leave of absence, except for upgrading in a particular job-related field.
- 8.10 The Employer shall, within thirty (30) calendar days after the effective date of this Agreement, furnish the Association with a master list of all faculty members in the bargaining unit showing the agreed to seniority date of each faculty member. Such a list shall contain the name, date of employment, classification, and mailing address of each faculty member in the bargaining unit. The Association shall post the seniority portion of this master list on the Association bulletin boards within ten (10) days of receipt. Revised master lists shall be furnished to the Association by the Employer every six (6) months. Faculty members will have an obligation to report any errors the very first time the faculty member's name is posted on a seniority list and to make any changes desired known to the Vice President for Academic Affairs within thirty (30) days of the initial posting of the faculty member's seniority date. If such changes have not been brought to the attention of the Vice President for Academic Affairs within thirty (30) days of the initial posting, the faculty member cannot gain monetary relief regarding an incorrect posting.
- 8.11 If a faculty member on layoff so desires, the faculty member may request payment for any unused sick leave as defined under Article 15, Section 15.1 at any time during the faculty member's layoff period. When the request is granted, the faculty member will be considered to have resigned, and the faculty member's name will be removed from the seniority list.
- 8.12 Any full-time faculty member reduced to part time, but not less than half time should retain any seniority accumulated, and shall continue to accrue seniority on a pro rata basis.
- 8.13 For purposes of layoff and recall determination, the Union President, Vice President, and members of the bargaining committee while actively engaged in contract negotiations, shall have top seniority bargaining unit wide, provided they have the ability to perform satisfactorily the work available. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.

ARTICLE 9

EMPLOYEE DISCIPLINE

- 9.1 All bargaining unit members shall be subject to reprimand, suspension, and separation from employment for reasonable and just cause. Reprimands shall not be given in the presence of students. An administrator may intervene in an instructional setting if it is deemed necessary for safety or similar reasons. Any such discipline shall be subject to the grievance procedure, including arbitration. It is understood that nonrenewal of a Probationary appointment is not discipline and is not grievable.
- 9.2 The bargaining unit member shall be entitled to have present, upon the bargaining unit member's request, a representative of the Association during any meeting regarding disciplinary action.

ARTICLE 10

WORKING CONDITIONS

- 10.1 The Board shall provide without cost to the bargaining unit members the following:
1. A desk and file cabinet with lockable drawer space for each full-time bargaining unit member where needed.
 2. Space for each bargaining unit member to store coats, overshoes, and personal articles.
 3. Podium and chalkboard space in every classroom, with overhead projectors and screens available.
 4. Copies, exclusively for each bargaining member's use, of all texts used in each of the courses the bargaining unit member is to teach.
 5. A complete and unabridged dictionary shall be placed in each of the learning resource centers.
 6. Storage space for instructional materials.
 7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
 8. First aid kits in appropriate locations.
 9. Approved safety equipment, including but not limited to goggles, shields, barriers, hard hats, and auditory protection devices.
- 10.2 Telephone facilities shall be made available to bargaining unit members for their reasonable use.
- 10.3 The Board agrees to make available in the Northern Michigan University College of Technology and Applied Sciences building the following: typing, duplicating, stencil and mimeograph facilities, a copying machine, and clerical personnel to aid bargaining unit members in the preparation of instructional material.
- 10.4 Bargaining unit members shall not administer medication to students. Students shall be referred to proper, designated medical personnel for this function.
- 10.5 The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students as promulgated in the *Northern Michigan University Student Handbook* as now in effect or as amended from time to time by the Board of Control. Bargaining unit members will act in accordance with the provisions of the *Northern Michigan University Student Handbook* in their relationships with students.

- 10.6 The Association and its members recognize the basic principle that a bargaining unit member who believes a supervisory directive is improper is nevertheless obligated to comply with said directive and, where appropriate, pursue the bargaining unit member's remedies under the grievance procedure. However, a bargaining unit member who reasonably believes that compliance with a management directive would endanger the bargaining unit member's life, health, or safety may decline to comply. If disciplinary action is taken by management based on such noncompliance, such action may be grieved, and the issue to be determined by the arbitrator will be whether or not the bargaining unit member's belief that the bargaining unit member's life, health, or safety would be endangered was reasonable.
- 10.7 A bargaining unit member shall be responsible to only one (1) immediate supervisor. It is understood that the bargaining unit member is also responsible to higher levels of supervision in the chain of command.
- 10.8 Where required, uniforms, smocks, shop coats, and/or laboratory coats shall be worn in a style and color determined by the management of the College of Technology and Applied Sciences, after consultation with the affected department. Proper laundering service for all of said items shall be provided without charge to the bargaining unit member.
- 10.9 All bargaining unit members shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes.

ARTICLE 11

FACULTY RIGHTS AND RESPONSIBILITIES

- 11.1 Unless there is interference with the faculty member's job performance, the private and personal life of any faculty member, including the faculty member's religious and political beliefs or activities, shall not be grounds for any disciplinary action.
- 11.2 Official Personnel File
- 11.2.1 An official personnel file for each faculty member shall be maintained in the offices of the Vice President for Academic Affairs, the Dean of the College of Technology of Applied Sciences, 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.
- 11.2.2 Any preemployment material in the official personnel files may be removed prior to inspection.
- 11.2.3 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.
- 11.2.4 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.
- 11.2.5 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.
- 11.2.6 If a faculty member's official personnel file maintained in the offices of the Vice President for Academic Affairs, the Dean of the College of Technology and Applied Sciences, or the faculty member's department is subpoenaed, the University shall send timely notice of the subpoena to the faculty member.
- 11.2.7 All written material used by the Dean of the College of Technology and Applied Sciences or Vice President for Academic Affairs in making recommendations concerning reappointment,

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.

11.2.8 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.

11.2.9 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.

11.2.10 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.

11.2.11 The University agrees to take reasonable steps to maintain the confidentiality of faculty records, pursuant to the following guidelines:

11.2.11.1 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.

11.2.11.2 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 an 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.

- 11.3 The Board and the Association subscribe to the following statement which sets forth principles of academic freedom and associated responsibilities of Association 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 instructional duties; but research for monetary return shall be in compliance with the provisions of Article 13.

The faculty member is entitled to freedom in the classroom and lab in discussing the subject matter, but should be careful not to introduce controversial material not related to the subject.

- 11.4 All textbooks and other teaching materials shall be selected by the faculty member, subject to the approval of the Dean of the College of Technology and Applied Sciences or the Dean’s designee.

ARTICLE 12

FACULTY RESPONSIBILITIES; FACULTY EVALUATION

12.1 Assigned Responsibilities

The professional responsibilities of faculty members include teaching, professional counseling, advising, assessing, committee assignments, departmental duties, public service, applied research, and other related duties. Individual job responsibilities and requirements shall be determined by the Administration in accordance with the needs of the program. Instructional, registration, and advising responsibilities are described in Sections 12.2 through 12.4; however, individual assignments are not limited to these basic responsibilities.

12.1.1 Once course offerings have been determined, teaching assignments and course schedules shall be developed after consultation with faculty members.

Lecture and lab credit hours shall be assigned to courses through the curriculum development/revision process. That process shall take into consideration the nature of the program and the course objectives. Based on the equivalency of a fifty- (50) minute period to one (1) credit hour, one (1) hour of lecture is equated to one (1) credit. And, recognizing the variation in laboratory teaching and learning requirements among the many programs covered under the bylaws, one (1) hour of lab will range from one-third (1/3) to one-half (1/2) credit. Course credit for all credit-bearing post-secondary courses shall be considered by the department curriculum committee, with recommendations for approval made to the department head and the Dean of the College of Technology and Applied Sciences. Any new programs shall not be governed by this provision as to work but rather shall be submitted for review and approval through the bylaw process as contained in Article 17.

A full instructional load shall consist of twenty-four (24) credit hours of assigned instruction, and other professional responsibilities such as advising and committee assignments. This work shall normally be performed during the fall and winter semesters.

12.1.1.1 Individual faculty members may have the normal teaching load assignment for the two- (2) semester academic year reassigned to include spring, summer, and/or overload at no additional compensation only at the written mutual agreement of the Dean of the College of Technology and Applied Sciences and the faculty member.

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

12.1.1.2 Faculty members assigned work under a contract with the Marquette-Alger Intermediate School District (MAISD) will be considered full time if assigned thirty-six (36) contact hours of work per week.

12.1.1.3 The professional responsibilities of instructional staff include teaching and other related duties as described in the MAISD-NMU Contract. Each faculty member shall be provided with a

written description of MAISD instructional and other related duties at the beginning of each semester.

- 12.1.1.4 Each hour of lecture per week under the MAISD shall equal one (1) credit hour and each three (3) hours of lab shall equal one (1) credit hour. Credit hours shall be calculated to the tenths for each section and shall be rounded to the nearest half credit for the total assignment.
- 12.1.1.5 The Dean of the College of Technology and Applied Sciences shall designate the appropriate lecture hours per week and lab hours per week for each MAISD course after consultation with faculty and the department head. Such designations shall be made when there are changes in curricular content.
- 12.1.1.6 Assignments shall coincide with the MAISD two- (2) semester year.
- 12.1.2 The normal workload for nonteaching faculty members shall be forty (40) hours per week with specific work schedules determined by the department head or Dean of the College of Technology and Applied Sciences.
- 12.1.3 In the case of faculty members who are assigned combined teaching and nonteaching responsibilities, an appropriate proration shall be made consistent with Sections 12.1.1 and 12.1.2.
- 12.1.4 Faculty members may have departmental, college, and University-wide committee responsibilities.
- 12.1.5 The department head may assign a faculty member recruitment duties partially or wholly in lieu of primary assigned professional responsibilities. Faculty members assigned to recruitment duties shall be required to work two (2) hours for each hour the faculty member is released from instructional duties.

12.2 Instructional Responsibilities

- Instructional objectives, course/program 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 appropriate administrative office.

Students shall be provided timely appraisal of their 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).

Instructional responsibilities shall include those specified in the job description, the letter of appointment, the Employment Agreement, and those specifically assigned by the department head.

12.3 Registration

Faculty members shall have registration responsibilities before the beginning of classes and during the semester (or session, if applicable), including advance registration periods.

12.4 Student Advising

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 department office; others, however, must be held at regularly and posted times at a designated professional location, e.g., faculty office or laboratory.

12.5 Staff/Committee Meetings

Unit members shall be available for staff/committee or other meetings as deemed necessary by the Administration.

12.6 Faculty Evaluation

Both parties recognize that professional development is important to the professional vitality of the faculty member and to the strength of the academic program. Both parties also recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced faculty. If evaluations are to be viewed as valuable feedback and useful information, the entire process must take place in a supportive, nonthreatening way. This means for example, involving faculty in the development of the instructor evaluation forms and in the specification of evaluation protocols.

12.6.1 Given the importance of having a supportive and positive evaluation climate, each faculty member plays an important role in the evaluation process. To this end, the faculty member annually will prepare a set of short- and long-range professional goals relating to the judgmental areas of teaching and advising, professional development, and professionally related service; these goals will be reviewed in consultation with the department head within the first thirty (30) days of each academic year.

The formal evaluation process as described in the Sections below shall reference the professional goals upon which the faculty member and department head have agreed. The evaluation period for the formal evaluation defines a period of time during which the faculty member teaches and/or performs assigned duties and engages in professional development and service. Typically the evaluation period is one (1) or more academic year(s) but, for certain faculty, may also include the preceding summer(s).

12.6.2 Formal written evaluations shall be conducted according to the following cycle:

Rank	Professor-TAS	Associate Professor-TAS At Least 10 Years of Service	Assistant Professor-TAS At Least 10 Years of Service	All Other Continuing Faculty
Frequency	Every 3 Years	Every 2 Years	Every 2 Years	Annually
Rotation		Even Year of Calendar	Odd Year of Calendar	

If a formal evaluation is not required annually according to this table, either the faculty member or department head may request one (1) or more additional evaluations if either believe this would be useful.

12.6.3 The formal written evaluation process will be initiated by the faculty member and shall comprise a written review and analysis of performance in the three (3) primary areas of judgmental criteria (namely teaching and advising, professional development, and professionally related service), referencing the professional goals applicable to the evaluation period. During the year in which a faculty member is evaluated, the evaluation shall be completed not later than thirty (30) days prior to the end of the program's second semester.

12.6.4 If any information within the evaluation is in factual error, it shall be corrected.

12.6.5 Upon receipt of the faculty member's written evaluation, the department head will prepare an evaluation statement addressing the three (3) judgmental criteria. The department head's evaluation shall be based on the goals, expectations, and any special assignments which are a result of previous evaluations and against which future evaluations are to be made. Particular attention shall be given to goals and criteria showing growth and development by the faculty member. The department head must sign this statement, provide a copy to the faculty member, and hold a brief conference with the faculty member to discuss the results of the department head's review. The faculty member will have fifteen (15) days to respond. Further, if the faculty member wishes to make additional information or supportive documentation available or, if the department requests such information in order to aid in the faculty members' evaluation, such information may be provided and is to be attached to the faculty member's evaluation.

Within thirty (30) days following the department head's evaluation, this statement together with the faculty member's response and any supplemental information attached, shall be forwarded to the Dean of the College of Technology and Applied Sciences, with a full copy going to the faculty member.

12.6.6 The evaluation shall be reviewed and signed by the Dean of the College of Technology and Applied Sciences. The Dean may additionally choose to write a statement addressing some or all of the issues raised in the evaluation materials. Any such statement shall also be provided to the faculty member, who may in turn submit a response. A full copy is placed in the faculty member's file held in the department.

- 12.6.7 A faculty member who disagrees with any aspect of the department head's or the Dean of the College of Technology and Applied Sciences evaluation may submit a written response which shall be attached to the file copy of the evaluation in question. It is understood that an adverse evaluation is subject to the grievance procedure, but only up through Step III.
- 12.6.8 The formal written evaluations comprise a cumulative record as the basis of all recommendations of continuing appointment, promotion, or of termination.
- 12.6.9 The procedures described in the Sections above, including the appropriate documentation pertaining to judgmental criteria, shall constitute the full and complete basis for a faculty member's annual evaluation. In this context, evaluation of a faculty member by the department head or Dean of the College of Technology and Applied Sciences, including monitoring or observation of the faculty member's work, shall be conducted professionally, openly, and with full knowledge on the part of the faculty member.
- 12.7 Every student enrolled in a course shall be given the opportunity to evaluate the faculty member and course, using either the standard departmental evaluation form or a form of the faculty member's choosing. Upon completion of such evaluations they shall be delivered to the department office for subsequent review by the department head. Following this review (but not later than two (2) weeks from the end of the semester or term), the department head shall provide the original copy of the evaluation forms to the faculty member. The results of all such evaluations will need to be referenced in the faculty member's formal annual evaluation, and the forms themselves will be part of the "backup" materials submitted together with the faculty member's application for promotion (when or as applicable).
- 12.8 No faculty member shall be assigned on a regular basis to teach a class totally unrelated to the professional discipline for which the faculty member is qualified without the faculty member's consent.
- 12.9 The Employer shall attempt to give timely written notice of any change in staff work assignment for the forthcoming year.

ARTICLE 13

CONSULTING, OUTSIDE EMPLOYMENT, AND CONFLICT OF INTEREST

- 13.1 Faculty members may engage in consulting or outside employment (including acting as an expert witness) only if it does not interfere in any way with University duties, does not adversely affect the quality of University service, and does not result in a conflict of interest.
- 13.2 Faculty members engaged in consultation activities or outside employment shall, prior to undertaking such activities, advise the Dean of the College of Technology and Applied Sciences or the Dean's designate and appropriate Vice President in writing of the anticipated scope and direction of their consulting activity or outside employment. If, in the opinion of the Dean of the College of Technology and Applied Sciences, outside employment or consulting activity interferes with University duties or adversely affects the quality of University service or presents a conflict of interest, the faculty member may be asked to terminate the outside employment or consulting activity. If the faculty member refuses to terminate the outside employment or consulting activity, the faculty member's appointment may be changed to a part-time basis, properly prorated, on a short-term basis. If the faculty member's outside employment or consulting activity continues to affect the quality of University service, the faculty member will be asked to terminate the outside employment or consulting activity. If the faculty member refuses to terminate it, the faculty member will be subject to discharge.

ARTICLE 14

LEAVES OF ABSENCE

14.1 Leaves of Absence with Pay

14.1.1 Funeral Leave

If a death occurs among members of a faculty member's immediate family, the faculty member will be excused from work without loss of pay to attend the funeral or memorial service in accordance with the following provisions:

Definition of Immediate Family:

The immediate family shall be interpreted as including wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild, step-father, step-mother, half brother, half sister, ward, and dependent persons (foster children or relatives residing in the home).

In the case of the death of a faculty member's parent, spouse, or child, five (5) days are permitted. One (1) day is allowed in the case of the death of an uncle, aunt, nephew, niece, grandfather-in-law, or grandmother-in-law. A maximum of three (3) days is permitted in all other cases. Because of extenuating circumstances, a department head may grant the bereaved faculty member additional time without loss of pay. Permission will be granted to a reasonable number of faculty members who wish to attend the local funeral or memorial service of a fellow employee, provided they return to their responsibilities after the funeral. Bargaining unit members who serve as pallbearers at the funeral of a colleague or former colleague will not lose pay because of their absence.

14.1.2 Jury Duty Leave

Bargaining unit members shall be granted jury duty leave with pay for the period they 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 and forwarded to the Cashier's Office with a memorandum that includes the dates of the jury duty. A bargaining unit member is expected to report for regular University assignment when temporarily excused from attendance at court.

14.1.3 Military Duty

Military Reserve and National Guard Duty

The Employer will abide by federal and state laws pertaining to the leave of absence, rehire and status after rehire, or leave of absence of faculty members who are members of either the

National Guard or a unit of the United States Reserve Forces. The following conditions will be applicable to the extent that they do not conflict with these laws:

- (a) To participate in the initial period of three (3) to six (6) months active training duty, faculty members must, before leaving their assignment, request a leave of absence and present a copy of their military orders to the Director of Personnel.
- (b) To qualify for reinstatement after the initial period of active training duty, faculty members must (1) satisfactorily complete training duty; (2) apply for reinstatement within thirty (30) days after release from duty; and (3) be qualified to perform the duties of their former position.
- (c) To participate in required weekly drills, weekend drills, or seasonal training, prior to leaving their assignment, faculty members must notify their immediate supervisor of the dates of their military duty and submit a request to be absent from employment for that period. At the time of their return, faculty members must provide military orders regarding the duty and, if they are requesting reimbursement, military pay vouchers.
- (d) Faculty members must return to work on the first working day following their release from training duty; except when factors beyond their control (such as travel distance) delay their return.

14.1.4 Mandatory Sick Leave

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 faculty member's supervisor shall discuss the matter with the faculty member in personal confidence. If the problem cannot be resolved in such conference, the Employer may require the faculty member to submit to a physical or psychiatric evaluation. The Employer may designate an examiner who must be a licensed physician or psychiatrist and the Employer will assume the cost of the examination. 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 Employer may have to place the faculty member on mandatory sick leave with entitlement to any applicable sick leave, short-term disability, or long-term disability payments. Before a faculty member is involuntarily placed on such sick leave, the Employer will notify the President of the Association and give the Association an opportunity to make any objections it has to the proposed action.

14.2 Leaves of Absence without Pay

14.2.1 General Conditions

Except as otherwise specified in a particular leave of absence provision, the following general conditions shall apply to all leaves of absence:

- (a) Seniority in effect or time worked toward seniority at the outset of leave shall be retained, but shall not continue to accumulate during the period of the leave.

- (b) Leaves of absence shall be without pay.
- (c) Fringe benefits ordinarily provided to the faculty member shall not be provided during the period of the leave; provided, however, that the faculty member may contact the Personnel Department to make arrangements for the continuation of group life insurance and group health, dental, and optical insurance at the faculty member's own cost.
- (d) During the time a faculty member is on a leave of absence, the faculty member's position may be filled through Term employment or temporary transfer. By mutual agreement of the University and the Association, the status of temporary may be maintained beyond the normal agreed upon period. At the time the faculty member on leave of absence returns, the faculty member shall resume the faculty member's former position if it is funded or the faculty member shall be allowed to exercise the faculty member's seniority.
- (e) The Employer, at its option and without cost to the faculty member, may require that a physician or physicians of its choosing examine a faculty member before returning to active employment.
- (f) All leaves of absence must be approved by the administrative head and the Vice President for Academic Affairs.
- (g) Application for extension of leaves of absence must be made at least thirty (30) days prior to expiration of leave.
- (h) The faculty member will not receive pay for the holidays falling within the leave of absence.
- (i) The faculty member will not accrue sick leave while on a leave of absence.
- (j) A faculty member who does not return from a leave of absence upon the expiration of the leave shall have the faculty member's employment terminated.
- (k) If a faculty member fails to notify the Dean of the College of Technology and Applied Sciences in writing at least sixty (60) calendar days prior to the expiration of the leave of absence of the faculty member's intent to return to work, then the faculty member shall be deemed to have voluntarily resigned, and the faculty member's employment will thereby be terminated; provided, however, the Dean of the College of Technology and Applied Sciences may consider extenuating circumstances beyond the faculty member's control in considering the faculty member's termination due to timeliness of the notice.

14.2.1.1 Family and Medical Leave Act (FMLA) Leave

- 14.2.1.1.1 A faculty member is eligible, effective February 5, 1994, for a FMLA leave if the faculty member has been an employee for at least twelve (12) months and has been employed as an employee at least one thousand two hundred fifty (1,250) hours during the twelve- (12) month period immediately preceding the leave effective date at a worksite where the Employer employs at least fifty (50) employees within a seventy-five (75) mile radius.

- 14.2.1.1.2 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, child, or parent of the faculty member if the former has a serious health condition, or
 - (d) Because of a serious health condition of the faculty member, which renders him unable to perform the functions of the faculty member's position.
- 14.2.1.1.3 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 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.
- 14.2.1.1.4 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.
- 14.2.1.1.5 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 14.2.1.1.2 (c) or (d) above, 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.
- 14.2.1.1.6 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, child, or parent who has a serious health condition, the faculty member is first required to exhaust any available paid 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.
- 14.2.1.1.7 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.

- 14.2.1.1.8 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.
- 14.2.1.1.9 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 their child, placement of their 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 who is suffering from a serious health condition, or if the leave is necessitated by the faculty member's own serious health condition.
- 14.2.1.1.10 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 Director of Personnel, 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.
- 14.2.1.1.11 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, child, or parent should notify, in writing, the Director of Personnel 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.
- 14.2.1.1.12 If the requested leave is to care for a spouse, 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 parent and an estimate of the amount of time that the faculty member is needed for such care.
- 14.2.1.1.13 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.
- 14.2.1.1.14 Leaves taken under Section 14.2.1.1.2 (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 Section 14.2.1.1.2 (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.

14.2.1.1.15 A faculty member on an approved leave under this Policy must report to the Director of Personnel every four (4) workweeks regarding the faculty member's status and intent to return to work upon conclusion of the leave.

14.2.1.1.16 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 Section 14.2.1.1.2 (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

14.2.1.1.17 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 this Article and in Article 15, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

14.2.1.2 Illness or Disability Leave

Leaves for illness or disability shall be provided 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 pay under Article 15, Section 15.1 shall be granted a leave of absence without pay upon request in writing and upon the Personnel Department receiving satisfactory written evidence of disability.
- (b) The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months, unless extended.
- (c) The Employer will provide appropriate hospitalization insurance as provided in Article 15, Section 15.5 and group life insurance equal to one and one-half (1-1/2) times the two- (2) semester base salary for eligible 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 Personnel Department regarding maintaining payments at the faculty member's expense.
- (d) Faculty members who have been employed full time on a continuous basis for one (1) year or longer will apply for benefits under the Short-Term Disability Program as specified under Article 15, Section 15.3 or the Long-Term Disability Program as specified under Article 15, Section 15.4. Faculty members who receive benefits under the Long-Term Disability Program will be considered to be on a disability leave and are subject to the conditions of Article 15, Section 15.4.

14.2.1.3 Personal Leaves

Personal leaves may be granted as follows:

Leaves of absence up to three (3) months without pay may, at the discretion of the Employer, be granted in cases of exceptional need. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the faculty member's family, child care for a newborn infant (including adopted infants), but not for the purpose of obtaining employment elsewhere. Leaves of absence may be extended for an additional three- (3) month period, but the total leave time shall not exceed twelve (12) months.

14.2.1.4 Association Leave

A faculty member elected or appointed to a position with the Association which necessitates a leave of absence, may request an unpaid leave of absence. Such request shall be made to the Dean of the College of Technology and Applied Sciences as far in advance as possible, but in no event later than ninety (90) days prior to the day such leave is to become effective. Such requests must be made in writing. Such leaves may be granted by the University for a period of not less than one (1) year and may be renewed for up to one (1) additional year. No more than one (1) faculty member will be allowed to take such leave for any given period. At least three (3) months prior to when the faculty member is to return from the faculty member's Association leave, the Association shall notify the Dean of the College of Technology and Applied Sciences upon the faculty member's return. The University shall have no responsibility to attempt to place any faculty member returning from an Association leave until ninety (90) days after receiving the above notice or the beginning of the next semester, whichever occurs later.

14.2.1.5 Political Activity Leave

14.2.1.5.1 As citizens, bargaining unit members have the same rights and responsibilities of free speech, thought, and action as all citizens.

14.2.1.5.2 Bargaining unit members who engage in political activity will be required to meet all of their obligations unless a leave of absence without pay is taken for the period involved. Such a 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.

University facilities and services are not to be used by bargaining unit members running for political office or in campaigning for specific candidates. For purposes of this Contract, "Political Activity" shall denote candidacy for, election to, or appointment to a political position or office.

14.2.1.6 Seasonal Leaves

Seasonal leaves may be granted as follows:

- (a) Leaves of absence up to four (4) months without pay may be granted to faculty members who have acquired seniority under this Agreement.
- (b) The granting of seasonal leaves will depend upon the number requested and the requirements of the Employer. University decision on granting leaves is nongrievable.
- (c) The University will provide the regular premium contributions for hospitalization as provided in Article 15, Section 15.5 and life insurance coverage (one and one-half [1-1/2] times regular two- [2] semester base salary), dental, and optical insurance while a faculty member is on a seasonal leave. However, a faculty member on seasonal leave, who has supplemental life insurance, dental, and optical insurance must contact the Personnel Department regarding maintaining payments for such coverage at the faculty member's expense.
- (d) The faculty member shall continue to accumulate seniority while on a seasonal leave.
- (e) The faculty member will not receive pay for the holidays falling within the leave of absence.
- (f) The faculty member will be returned to the faculty member's original position upon the expiration of a seasonal leave.

14.2.1.7 Exchange Teaching Leaves

A leave of absence of up to two (2) years may be granted to any bargaining unit member, upon application, for the purpose of participating in exchange teaching programs in other institutions, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or cultural travel or work program related to the bargaining unit member's professional responsibilities; or to serve as a consultant or director of a teacher center. Grant or denial of any such leave shall rest in the sole discretion of the Board, and any denial of any such leave shall not be subject to the grievance procedure. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member occupied prior to the commencement of such leave.

In the event the Board denies an applicant such a leave, the reasons for the denial will be given to the applicant in writing, with a copy to the Association. The Association will be informed when such a leave has been approved.

14.2.1.8 Educational Leaves

A leave of absence of up to two (2) years may be granted to any bargaining unit member, upon application, for the purpose of engaging in a program of study which is reasonably related to the

bargaining unit member's professional responsibilities at an accredited college or university provided:

- (a) the faculty member has been regularly employed for three (3) or more consecutive years; and
- (b) such leave will terminate at the end of two (2) years or when the faculty member ceases to be a full-time student, whichever occurs first.
- (c) such leave may be for nondegree employee improvement programs in addition to degree programs.

Grant or denial of any such leave shall rest in the sole discretion of the Board, and any denial of any such leave shall not be subject to the grievance procedure. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member occupied prior to the commencement of such leave. In the event the Board denies an applicant such a leave, the reasons for the denial will be given to the applicant in writing, with a copy to the Association. The Association will be informed when such a leave has been approved.

14.2.1.9 Military Leaves

Military leaves of absence shall be governed by the provisions of applicable law.

ARTICLE 15

FRINGE BENEFITS

15.0 Personal Leave Days

Up to sixteen (16) hours of paid personal leave will be granted to each full-time faculty member each fiscal 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.

15.1 Sick Leave

15.1.1 To assist faculty members who are unable to work because of personal illness, injury, pregnancy, or childbirth, the University provides paid sick leave. Full-time faculty 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 Section 15.3.

15.1.2 In the case of extended sick leave absences or in an effort to determine the validity of a faculty member's use of sick leave, the faculty member may be required to furnish a physician's statement to the faculty member's department head who will be responsible for verifying absence due to illness or disability.

15.1.3 Sick leave balances will be frozen as of June 30, 1995 and a frozen sick leave balance will be calculated. The frozen sick leave balance will be calculated by multiplying fifty percent (50%) of the number of sick leave hours accumulated as of June 30, 1995 by the base hourly rate prevailing as of that date. Payout of one-fourth (1/4) of the frozen sick leave value will be made each December for four (4) years beginning December 1995. Payout of the unpaid balance will be made upon termination of employment prior to expiration of the four- (4) year period. Salary Continuation severance payments will be paid out in one (1) lump sum in December 1995 according to the following schedule:

<u>Full-Time Years of NMU Service</u>	<u>Severance Payment</u>
Years of service 1 through 5	.005 x salary x years of service since 7/1/90
Years of service 6	.006 x salary x years of service since 7/1/90
Years of service 7	.007 x salary x years of service since 7/1/90
Years of service 8	.008 x salary x years of service since 7/1/90
Years of service 9	.009 x salary x years of service since 7/1/90
Years of service 10 or more	.010 x salary x years of service since 7/1/90

15.1.4 Faculty members who are regularly scheduled to work at least twenty (20) hours per week will be entitled to sick days proportionate to the time actually worked. Temporary faculty members and faculty members who regularly work less than twenty (20) hours will not qualify for sick leave.

- 15.1.5 All payments for sick leave shall be made at the faculty member's current rate of pay.
- 15.1.6 Any sick leave taken for less than a full day will be charged in increments of tenths of one (1) hour (e.g., absence of two [2] hours and five [5] minutes would be charged as two and one-tenth [2.1] hours of sick leave).
- 15.1.7 Sick leave shall be available for use by faculty members for the following purposes:
- (a) Personal illness or incapacity over which the faculty member has no reasonable control. Unless required by a doctor's statement indicating the necessity to operate during working time, absence due to elective surgery, which could be scheduled other than during working time, is not included.
 - (b) Absence from work because of exposure to contagious disease which, according to Marquette County Health Department standards, would constitute a danger to the health of others by the faculty member's attendance at work.
 - (c) Medical and dental extractions or treatments to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonworking hours.
- 15.1.8 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 Section 15.4).
- 15.1.9 Faculty members who have exhausted their sick leave and are still unable to return to work, must apply for either a leave of absence for illness or disability as specified under Article 14, Section 14.2.1.2 or short-term or long-term disability as specified under Article 15, Section 15.3 or Article 15, Section 15.4, whichever is applicable.
- 15.1.10 Faculty members are required to notify the faculty members' department head or the Dean of the College of Technology and Applied Sciences of all absences due to sickness on a daily basis. Where a faculty member is expected to be hospitalized or confined to the faculty member's home for more than three (3) days, the faculty member and the faculty member's department head or the Dean of the College of Technology and Applied Sciences may arrange for notification at appropriate intervals.
- 15.1.11 The faculty member's department head or the Dean of the College of Technology and Applied Sciences shall be responsible for verifying absence due to illness or disability and may request that the faculty member provide a statement from the faculty member's physician if such absence exceeds three (3) days, where such absences are frequent or observed to follow a pattern, or where the department head or Dean has strong reason to doubt the validity of the request. A faculty member who has been severely ill or who has been hospitalized because of illness or surgery must provide a statement from the faculty member's personal physician stating

that the faculty member is able to resume the faculty member's assigned duties, including any limitations attached thereto.

15.2 Family Care Leave

15.2.1 Full-time faculty members 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, children, parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the employee is principally responsible. The sixty (60) hours will be at one hundred percent (100%) of base wages.

15.2.2 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. The University reserves the right to review cases on an individual basis and to require documentation.

15.2.3 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 Article 14, Section 14.2.1.1).

15.2.4 Faculty members who are regularly scheduled to work at least twenty (20) hours per week will be entitled to Family Care Leave proportionate to the time actually worked. Temporary faculty members and faculty members who regularly work less than twenty (20) hours will not qualify for Family Care Leave.

15.3 Short-Term Disability

15.3.1 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.

15.3.2 A sick leave bank will be established each fiscal year beginning July 1, 1995. This bank will be created by the University by setting aside the equivalent of five (5) hours of sick pay for each ongoing faculty member. This bank will be used on a first come-first served basis by those 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.

15.3.3 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.

15.3.4 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.

15.3.5 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 14, Section 14.2.1.2). Faculty members who have exhausted the Sick Leave, Short-Term Disability, and Illness or Disability Leave provisions shall have the faculty members' employment terminated.

15.3.6 Short-term disability coverage will be available to faculty members who are on a reduced appointment for a maximum of two (2) years. Faculty members on reduced appointments who are regularly scheduled to work at least twenty (20) hours per week will be eligible for short-term disability days proportionate to the time actually worked. Temporary faculty members, part-time faculty members not on reduced appointments, and faculty members who regularly work less than twenty (20) hours per week are not eligible for short-term disability.

15.4 Long-Term Disability

The current policy provides for the payment of sixty percent (60%) of the regular yearly salary for all full-time faculty members who have been employed one (1) full year or longer and who, in the opinion of our carrier, are considered to be totally disabled. The University will pay the full cost of a Long-Term Disability Insurance Program.

Total disability under the current program is "the inability of the employee, by reason of sickness or bodily injury, or pregnancy, to perform any occupation for which the employee is reasonably suited by education, training, or experience. You must be under the regular care of a physician, other than yourself."

Seniority of faculty members shall not accrue while on long-term disability. The Employer will provide full-paid hospitalization as provided in Section 15.6 and one and one-half (1-1/2) times regular two- (2) semester base salary as group life insurance as provided by our carriers for those receiving long-term disability benefits to a maximum of two (2) years, at which time employment shall be terminated.

15.5 Hospitalization and Medical Insurance

15.5.1 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 Association members who complete and file application in accordance with the Board's and the Administrator's regulations. The Board's contribution to the health program for each Association member participating will be as follows:

1994-95 average cost up to \$4,810
1995-96 average cost up to \$5,196
1996-97 average cost up to \$5,456
1997-98 average cost up to \$5,729

- 15.5.2 If the average cost is less than the amounts above, the difference will be considered savings and accrue to the benefit of the faculty members. The total savings will be computed based on the average number of faculty members covered during the health plan year. Any savings accrued will be carried forward and applied to excess costs in subsequent years as specified in Section 15.5.3.
- 15.5.3 Any average cost among all covered employees exceeding the amounts specified in 1994-95 will be shared equally by the Board and the faculty members covered by the plan. Faculty members will not be required to share in any increase exceeding ten percent (10%) of \$4,810 in 1994-95.
- (a) Any savings carried forward from 1994-95 will be applied to any excess costs in 1995-96. Any costs in excess of the applied savings will be paid by the faculty members up to a maximum of \$500 (including any savings carried forward). Any costs in excess of applied savings and maximum faculty member contributions will be covered by the Board.
 - (b) Any net savings remaining after 1995-96 will be applied to any excess costs in 1996-97. Any costs in excess of the applied savings will be paid by faculty members up to a maximum of \$750 (including any savings carried forward). Any costs in excess of applied savings and maximum faculty member contribution will be covered by the Board.
 - (c) Any net savings carried forward from 1996-97 will be applied to any excess costs in 1997-98. Any costs in excess of the applied savings will be paid by faculty members up to a maximum of \$750 (including any savings carried forward). Any costs in excess of applied savings and maximum faculty member contribution will be covered by the Board.
 - (d) Any savings remaining at the end of the 1997-98 contract year will be distributed to active faculty members in a manner specified by the Association. The method of distribution can not include an increase in base salaries, since the savings is a one- (1) time savings.
- 15.5.4 Average cost is defined as the total of claims, administrative fees, reinsurance, and stop loss premiums divided by the average number of University employees covered during the health plan year.
- 15.5.5 When calculating the average cost per year for the Hospitalization and Medical Program, the Association agrees to include \$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 faculty member per year for this purpose.
- 15.5.6 In the event that the Employer exercises its right to change insurance carriers, the Employer agrees that the coverage of any new plan will be substantially equivalent or better than the present plan.
- 15.6 Life Insurance
- The University will pay the premiums for term life insurance equal to one and one-half (1-1/2) times a faculty member's annual two- (2) semester base rate, rounded to the next highest

multiple of one thousand dollars (\$1,000), with an accidental death and dismemberment rider, for all full-time faculty members who complete the necessary forms for this coverage within thirty (30) days of obtaining full-time status.

Additional personal coverage equal to two (2) times the faculty member's annual two- (2) semester salary rate, rounded to the next highest multiple of one thousand dollars (\$1,000), may be obtained at the faculty member's cost. Coverage for the faculty member's spouse and/or dependent children is also available at the faculty member's cost.

Insurance Obligation

The University'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 or Administrator's rules and regulations.

15.7

Retirement

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 thirty (30) days of date of appointment or within thirty (30) days of a change from part-to full-time status. Those faculty members who do not choose TIAA-CREF within the specified period shall automatically be covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS). Selection of either retirement program is an irrevocable decision.

Part-time faculty members are required by state statute to participate in MPSERS unless the part-time appointment follows a previous full-time appointment at the University, in which case, they may continue to participate in the TIAA-CREF program.

To be considered a retiree and eligible for retirement benefits and privileges as a retiree of Northern Michigan University, regardless of the retirement program in which an employee participates, the total of an employee's age and years of service at Northern Michigan 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.

Upon retirement, faculty members will receive a membership card from the NMU Retirees Association which will entitle them to all the NMU Retirees Association benefits.

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.

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.

Retirees who retire under the provisions of the MPSERS are afforded an opportunity to participate in a group 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 Northern Michigan 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 Personnel Department at the time of retirement, and payments are to be made to the Cashier's Office. The retiree and spouse, when eligible, must also participate in the Medicare Program Part A and Part B.

A spouse, 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.

15.8 Tuition Scholarship Program

Tuition scholarships will be awarded to faculty members, spouses, and dependent children, as defined by the Internal Revenue Service (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. Faculty members may be approved to enroll in courses to a maximum of four (4) credit hours during regular working hours. Arrangements for such time off must be made with the immediate supervisor. All time so devoted will be made up within the same biweekly pay period through arrangements with the immediate supervisor and/or department head.

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

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.

The unmarried surviving spouse or dependent children of a faculty member who had at least fifteen (15) years of service at the University may participate in the program until completion.

15.9 Bookstore Discount

All faculty members, their spouses, and dependents as defined by the IRS shall be entitled to receive a twenty percent (20%) discount on all books purchased at the Bookstore and a ten percent (10%) discount on all other items for their own or immediate family use. These discounts shall not apply to sale items or to cap and gown rentals and purchases. Any violation of these restrictions could result in being excluded from the program.

15.10 The decision by any insurance carrier to deny benefits shall not be grievable and any recourse a faculty member may have shall be against the carrier only.

15.11 PEIF Membership

The Board will provide each faculty member, who completes the annual application process, a single PEIF 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.

15.12 Prescription Drug Card Program

The University agrees to provide a Prescription Drug Card Program with a five dollar (\$5) deductible.

15.13 Dental

The Employer will provide each faculty member with dental coverage for that faculty member. Optional spouse or family coverage will be available at additional cost to the faculty member through payroll deduction.

15.14 Optical

The Employer will provide each faculty member with optical coverage for that faculty member. Optional spouse or family coverage will be available at additional cost to the faculty member through payroll deduction.

ARTICLE 16

SALARIES

- 16.1 The minimum two- (2) semester base salaries for each classification (except where grants will not allow) shall be as follows:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Professor-TAS	\$42,063	\$43,640	\$45,277
Associate Professor-TAS	34,834	36,140	37,495
Assistant Professor-TAS	28,259	29,319	30,418
Instructor-TAS	23,614	24,500	25,419
Paraprofessional	8.53/Hr.	8.85/Hr.	9.18/Hr.
Substitute	8.23/Hr.	8.54/Hr.	8.86/Hr.

- 16.2 Assignments and compensation for bargaining unit members on Probationary or Continuing appointment shall be for academic years consisting of at least two (2) consecutive semesters, normally the fall and winter semesters. If any such bargaining unit member is given notice by April 15 that instructional work is available for a specific number of additional weeks during the spring/summer semester, then that bargaining unit member's academic year shall be extended for such number of weeks and the bargaining unit member shall be required to work the additional weeks. Salaries for such bargaining unit members shall accordingly be based upon two (2) components: (a) a two- (2) semester base; (b) a spring/summer formula for any instructional work beyond the two- (2) semester base. The spring/summer formula for the life of this contract shall be $.0278 \times$ the number of credit hours \times the two- (2) semester base. For full-time, noninstructional faculty, the spring/summer formula shall be one-fortieth (1/40) of the two-(2) semester base for each additional week worked. If the April 15 notice is not given, Article 6 shall not apply, as the bargaining unit member's academic year terminates as of the end of the winter semester. If the April 15 notice is given, then Article 6 does not apply at the end of the extended assignment, as the bargaining unit member's academic year terminates at the end of the additional work. Any bargaining unit member interested in sharing a spring/summer assignment shall notify their immediate supervisor of such interest by April 1.

- 16.2.1 If by the end of the first full week of classes during the spring/summer term, actual enrollment in any program does not justify the continuation of a program or a part of a program, then the bargaining unit member whose services are thereby rendered unneeded shall have the option of (a) receiving a noninstructional assignment for the number of additional weeks assigned; (b) sharing assignments by department by mutual agreement of the department members sharing the assignment and the Administration; or (c) having the bargaining unit member's academic year terminated as of the end of the second full week of classes.

- 16.2.2 In making spring/summer assignments, seniority will prevail except where certification or a specialized skill requires assignment of a member with less seniority.

- 16.3 Salaries for Term appointment bargaining unit members shall be as specified in the letter of Term appointment.

16.4 1995-96 Salary Increase

All faculty members on roll as of August 25, 1995, as agreed to by the Board and the Association, shall have the faculty members' 1994-95 two- (2) semester base salaries increased by 3.75 percent.

1996-97 Salary Increase

All faculty members on roll as of August 25, 1996, as agreed to by the Board and the Association, shall have the faculty members' 1995-96 two- (2) semester base salaries increased by 3.75 percent.

1997-98 Salary Increase

All faculty members on roll as of August 25, 1997, as agreed to by the Board and the Association, shall have the faculty members' 1996-97 two- (2) semester base salaries increased by 3.75 percent.

16.4.1 Promotions

Faculty members who have received promotions effective at the beginning of the 1995-96, 1996-97, and 1997-98 appointment periods shall have their two- (2) semester base salaries increased by the amount of the promotion increase as specified under Article 3, Section 3.9. The promotional increase will be added to the preceding year's two-semester base salary prior to the computation of the faculty member's salary increase under Section 16.4.

16.4.2 Merit monies 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 College of Technology and Applied Sciences. The Association will be notified in writing of merit awards. The Board's decisions in making these individual merit awards shall not be grievable.

16.5 Nothing in this Article shall prevent the Employer from exercising its right to pay any bargaining unit member a salary greater than any amount the bargaining unit member would receive by operation of this Agreement.

16.6 Assignments beyond the bargaining unit member's responsibilities as defined in Article 12, Section 12.1.1 shall normally be offered to qualified members of the bargaining unit before being offered to nonbargaining unit members. The Dean of the College of Technology and Applied Sciences and department head have final authority to determine such assignments. Furthermore, nothing herein shall prevent the Employer from exercising its right to hire nonbargaining unit individuals on a limited basis (for a period of one [1] semester or less) to teach specialized courses. The Employer's decisions regarding assignments pursuant to this Section (16.6) shall not be subject to the grievance procedure.

- 16.7 Overload teaching assignments shall be compensated at the minimum rate of .0278 x the number of credit hours x the two- (2) semester base salary. Subject to prior approval by the Dean of the College of Technology and Applied Sciences, additional compensation shall be paid for significant new curriculum or course development that may be required for an overload assignment.
- 16.8 Reimbursement for approved travel shall be as specified in the University-wide policy.
- 16.9 The University will continue to pay on a biweekly basis for the duration of this Agreement. Other options for payment may be available through the Payroll Department.
- 16.10 The University will provide \$15,113 per year for faculty member educational upgrading and other professional enhancement opportunities for the life of the Agreement.
- 16.11 Teaching load credit for directed studies on an overload basis shall be defined in the following manner: one (1) four- (4) hour directed study shall be equivalent to one-fourth (1/4) of a credit hour of teaching load.
- 16.11.1 The University may not require a faculty member who was assigned to teach a regularly scheduled course to teach that same course material as a directed study in the same semester in which the regularly scheduled course was cancelled. The faculty member is free, however, to agree to teach that course.
- 16.11.2 If a department head determines that it is necessary to offer a directed study course, the department head will first poll the faculty in the department to determine whether any one who is qualified is willing to accept the assignment. In the event no qualified faculty member is willing to accept the assignment, the department head may assign the directed study course to the least senior qualified faculty member.
- 16.12 For the purpose of determining the credit hour equivalency of noninstructional assignments, when combined with instructional assignments as part of a bargaining unit member's basic contractual obligation, two (2) hours of noninstructional work shall be deemed the equivalent of one (1) credit hour. This shall not apply to noninstructional assignments not combined with instructional duties.

ARTICLE 17

GOVERNANCE PARTICIPATION

- 17.0 Each academic department shall develop and maintain bylaws which shall constitute the means by which the department agrees to conduct its internal affairs. These bylaws must not conflict with any provision of the Master Agreement. Minimally the bylaws must address faculty appointments, evaluations, probation reviews, promotions, and workload. New departments must prepare and submit bylaws for review and approval within six (6) calendar months of the time course offerings begin in the new department. Failure to do so will allow the Vice President for Academic Affairs to promulgate bylaws for the department with or without their input.
- 17.1 Departmental bylaws and any revisions of the bylaws must be approved by the department and recommended to the Faculty Advisory Committee and the Dean of the College of Technology and Applied Sciences. Transmittal of the recommended bylaws is to be simultaneous.
- 17.2 The Dean of the College of Technology and Applied Sciences shall be afforded a reasonable opportunity to voice concerns, if any, about the proposed bylaws to the Faculty Advisory Committee. The Faculty Advisory Committee shall communicate its approval or concerns to the department not later than thirty (30) calendar days following receipt of the proposed bylaws from the department.
- 17.3 Upon approval of the Faculty Advisory Committee of the proposed department bylaws, the Faculty Advisory Committee shall transmit the proposed bylaws and its recommendation for approval to the Dean of the College of Technology and Applied Sciences.
- 17.4 Within two (2) weeks of receiving the proposed bylaws from the Faculty Advisory Committee, the Dean of the College of Technology and Applied Sciences shall forward the proposed bylaws to the Vice President for Academic Affairs along with the Dean's recommendation for approval or statement of concerns about the proposed bylaws. The Dean of the College of Technology and Applied Sciences shall send copies of this communication to the department and the Faculty Advisory Committee.
- 17.5 The Vice President for Academic Affairs shall review and seriously consider the recommendations of the department, the Faculty Advisory Committee, and the Dean of the College of Technology and Applied Sciences with respect to the proposed bylaws. Within two (2) calendar months of receiving the proposed bylaws from the Dean of the College of Technology and Applied Sciences, the Vice President for Academic Affairs shall accept, reject, or modify the proposed bylaws to be consistent and compatible with the ongoing operations of the University. If the Vice President for Academic Affairs rejects or modifies the proposed bylaws, the Vice President shall communicate reasons for the rejection or modification. The final action of the Vice President for Academic Affairs shall be communicated in writing to the department, the Faculty Advisory Committee, and the Dean of the College of Technology and Applied Sciences.

ARTICLE 18

CUSTOMIZED TRAINING

- 18.1 Customized training shall be paid at the following rates:
- (a) 1995-96 \$51/contact hour
 - (b) 1996-97 \$53/contact hour
 - (c) 1997-98 \$55/contact hour
- 18.1.1 Travel will be reimbursed in accordance with the Northern Michigan University Travel Policy and Master Agreement. Contractual training shall not be part of basic assigned duties for full- or part-time faculty members. It shall be considered as additional duties. As a result, no credit shall be earned for seniority purposes and only statutory fringe benefits shall be paid on wages earned as part of contracted training assignments.
- 18.2 Contact hour means one (1) classroom hour. This will include associated preparation and evaluation activities, i.e., preparation and evaluation are considered part of instruction in customized training and do not count separately in the calculation of contact hours.
- 18.3 Only curriculum development assignments shall be compensated at one-half (1/2) the applicable rate in Section 18.1. The number of contact hours for curriculum development compensation will be determined by mutual agreement of the administrator and the bargaining unit member. Curriculum development shall be the basic structuring, research, and outcome planning for a customized training offering. This is to be distinguished from lesson planning in preparation for the delivery of instruction.
- 18.4 When the University has a customized training assignment opportunity in the College of Technology and Applied Sciences which is to be offered through a department for which the Association is the recognized bargaining agent, the University shall:
- (a) Establish the qualifications for the position for the customized training opportunity as well as the times and places for each such opportunity.
 - (b) Post the customized training opportunity for five (5) working days. It is agreed and understood that the University may solicit applications simultaneously from internal and external candidates. A copy of the posting shall be distributed to the President of the Association.
 - (c) Determine which of the applicants are qualified for the customized training opportunity.
 - (d) Offer opportunities for customized training according to the following:
 - 1) The intent of this assignment format is to afford an opportunity to acquire a customized training assignment to as many interested and qualified faculty as possible and to allow the University to respond quickly to clients. The University will

encourage prospective contractors to schedule customized training on evenings and/or weekends.

- 2) The University will list the internal qualified applicants in employment date order regardless of their status (full-time, part-time, or anyone with recall rights) or seniority with the University. The list of internal qualified candidates shall be posted in the department head's office.
- 3) The University will offer customized training opportunities to qualified applicants in employment date order from the above list with the exception that any applicant who has a known time conflict due to a regular work assignment or who would be unable to reach the designated delivery site on time to perform the customized training because of a regular work assignment need not be offered the customized training opportunity.
- 4) Each faculty member offered a customized training assignment shall have one (1) work day to accept or reject the offer once it is actually communicated to the faculty member. If no response is received from that faculty member after one (1) work day has elapsed, the faculty member shall be deemed to have rejected the offer and the University may offer the opportunity to someone else.
- 5) Once the University exhausts the internal qualified applicant list and still has customized training assignments available, it may offer an additional opportunity to a faculty member on the list who already has or who had previously received a customized training assignment in that academic year.
- 6) In the event that the University still has customized training assignment opportunities available after exhausting the processes in items d.(4) and d.(5) above, or if there are no qualified internal applicants, the University may offer such assignments to persons outside the bargaining unit.

18.5 A full-time faculty member with a two- (2) or three- (3) semester base assignment may teach a maximum of ten (10) contact hours per week of customized training during the fall/winter semesters.

18.6 Customized training assignments are in addition to basic or overload assignments. As a result, customized training assignments may not conflict with basic or overload assignments nor may a faculty member request to be released from basic or overload assignments in order to teach a customized training assignment.

18.7 The University shall not supplant credit generating programs by providing customized training programs.

18.8 Following execution of this Agreement, the department head shall convene a meeting with departmental faculty to discuss concerns related to security, use of equipment, and use of consumables with respect to customized training.

ARTICLE 19

DURATION OF AGREEMENT


This Agreement shall be in effect upon ratification by the Board and the Association and shall extend through August 25, 1998.


This Agreement shall continue in effect on a year-to-year basis after August 25, 1998 unless either party gives notice of intent to terminate the Agreement not less than sixty (60) nor more than ninety (90) days prior to August 25, 1998. In the event that the Board and the Association undertake such negotiations to modify this Agreement, it shall expire on August 25, 1998 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:

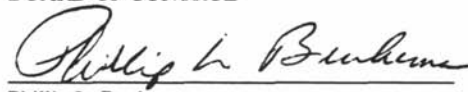
Date Signed: 12/19/95

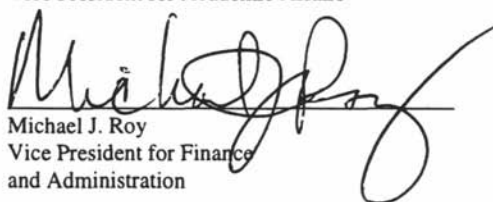
NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA


James M. Dehlin
President
and Chief Negotiator


W. Duncan Reese
MEA Uniserv Director

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 September 28, 1995

Approved by the Board of Control
on October 5, 1995

MEMBERS OF THE NEGOTIATING TEAMS

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA

Mr. James M. Dehlin, Chief Negotiator
Associate Professor-TAS
Department of Aviation

Mr. Robert L. Lahde
SNAP Negotiator, MEA

Mr. Eugene C. Stenberg
Professor-TAS
Department of Occupational Studies

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL

Mr. Walter A. Anderson
Head, Departments of
Aviation; Consumer and Family
Studies; Occupational Studies

Dr. Phillip L. Beukema, Chief Negotiator
Vice President for Academic Affairs

Dr. Michael J. Roy
Vice President for Finance
and Administration

APPENDIX A

SEMESTER HOUR EQUIVALENTS

1. The following educational obtainments shall be deemed equivalent to one (1) semester hour:
 - (a) Each college or university semester credit hour.
 - (b) Each one and one-half (1-1/2) college or university quarter credit hours.
 - (c) Each technical institute credit, military school credit, or vocational school credit provided that the credit is obtained after not less than sixteen (16) clock hours of classroom type instruction for each credit obtained.
 - (d) Each documented sixteen (16) clock hours of business and/or industry sponsored classroom type training programs.
 - (e) Each documented one hundred twenty-eight (128) clock hours of formalized on-the-job training provided the employer providing that training indicates a commercially satisfactory acquisition of job skills.
2. Only related semester hour equivalents shall be considered for purposes of hire or promotion.
3. Documented educational obtainments other than those listed in Section A may be accepted as semester hour equivalents at the sole discretion of the Employer after review of the content and duration of the educational obtainment.
4. On-the-job training semester hour equivalent credits obtained outside the University may be used for either initial hire placement or promotion, but not both.

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION
MAHE
MEA-NEA

Grievance Report

Grievance Number _____	Date _____
Grievant _____	
Department _____	
To: (Immediate Supervisor) _____	

STEP I

Statement of Facts:	

Relief Sought: _____	

_____	_____
Signature of Grievant	Signature of Greivance Officer
_____	_____
Date	Date

Statement of Response By: _____	

<input type="checkbox"/> Adjusted	<input type="checkbox"/> Denied
_____	_____
Signature	Date

STEP II

To the Dean, CTAS	
_____	_____
NMUFA Grievance Officer	Date

Statement of Dean, CTAS	
<input type="checkbox"/> Adjusted	<input type="checkbox"/> Denied
_____	_____
Signature of Dean, CTAS	Date

STEP III

To the Vice President, Academic Affairs, NMU	
_____	_____
NMUFA Grievance Officer	Date

Statement of Vice President, Academic Affairs, NMU	
<input type="checkbox"/> Adjusted	<input type="checkbox"/> Denied
_____	_____
Signature Vice President, Academic Affairs	Date

STEP IV

<input type="checkbox"/> Submit to Arbitration	<input type="checkbox"/> Grievance Resolved
<hr/>	
<hr/>	
<hr/>	
<hr/>	
_____ NMUFA Grievance Officer	_____ Date
_____ NMUFA President	_____ Date
_____ Date Submitted to Vice President, Academic Affairs	_____ Date

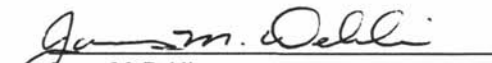
MEMORANDUM OF UNDERSTANDING #1
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
NORTHERN MICHIGAN UNIVERSITY FACULTY ASSOCIATION, MAHE-MEA-NEA
1995

This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional corporation (hereinafter referred to as the University), and the Northern Michigan University Faculty Association, MAHE-MEA-NEA (hereinafter referred to as the Association), the recognized bargaining agent for the Northern Michigan University Faculty Association employees of the University, whereas the parties agree as follows:


Due to the elimination of the positions of Instructor in Article 3, Section 3.4.1 and Master Craftsman Instructor in Article 3, Section 3.4.4, the following faculty members will be reclassified to the rank of Assistant Professor-TAS, effective August 26, 1995:

Paul H. Kaminen
Carl O. Peterson

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA

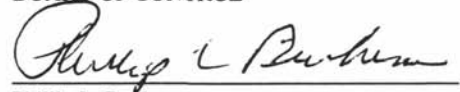

James M. Dehlin
President
and Chief Negotiator

Dated: 12-19-95

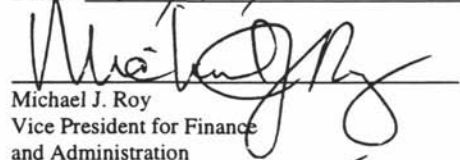

W. Duncan Reese
MEA Uniserv Director

Dated: 12-19-95

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL


Phillip L. Beukema
Vice President for Academic Affairs

Dated: 12/19/95


Michael J. Roy
Vice President for Finance
and Administration

Dated: 12-19-95

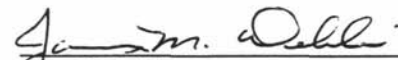
MEMORANDUM OF UNDERSTANDING #2
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
NORTHERN MICHIGAN UNIVERSITY FACULTY ASSOCIATION, MAHE-MEA-NEA
1995

This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional corporation (hereinafter referred to as the University), and the Northern Michigan University Faculty Association, MAHE-MEA-NEA (hereinafter referred to as the Association), the recognized bargaining agent for the Northern Michigan University Faculty Association employees of the University, whereas the parties agree as follows:

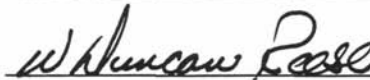
The Association and the University agree that it is timely to undertake a review of the qualifications for each faculty rank as specified in the Master Agreement, Article 3, Section 3.4. Specifically, both the extent and relative importance of work experience and additional formal education should be reexamined in the interest of according appropriate weight to areas of qualifications most essential to determining progression-in-rank and/or initial positioning upon hiring.

For this purpose it is agreed further that a small study committee shall be appointed to include department head Mr. Walter Anderson and three (3) members of the Association who shall be designated by the Association. The study committee should begin its efforts by November 1, 1995 with recommendations submitted jointly to the President of the Association and to the Vice President for Academic Affairs by March 1, 1996.

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA

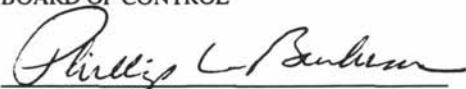

James M. Dehlin
President
and Chief Negotiator

Dated: 12-19-95

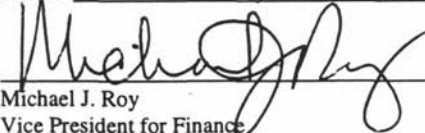

W. Duncan Reese
MEA Uniserv Director

Dated: 12-19-95

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL


Phillip L. Beukema
Vice President for Academic Affairs

Dated: Dec 19, 1995


Michael J. Roy
Vice President for Finance
and Administration

Dated: 12-19-95

MEMORANDUM OF UNDERSTANDING #3
BETWEEN
NORTHERN MICHIGAN UNIVERSITY
AND
NORTHERN MICHIGAN UNIVERSITY FACULTY ASSOCIATION, MAHE-MEA-NEA
1995

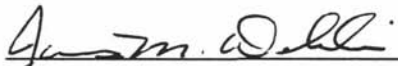
This Memorandum of Understanding executed between Northern Michigan University, a Michigan constitutional corporation (hereinafter referred to as the University), and the Northern Michigan University Faculty Association, MAHE-MEA-NEA (hereinafter referred to as the Association), the recognized bargaining agent for the Northern Michigan University Faculty Association employees of the University, whereas the parties agree as follows:

The Association and the University agree that student internships play an important role in the educational process relating to several of the programs in Occupational Studies and related disciplines. The definition of internships, as distinct from directed studies, is not contained within the Master Agreement nor is there a provision for specific compensation for internship supervision by the internship faculty member. For purposes of preparing an appropriate amendment to the contract that will address this gap, a small study committee is to be formed by November 1, 1995.

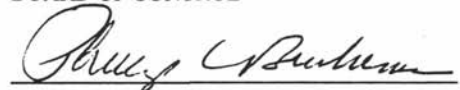
The study committee will comprise at least two (2) faculty members but not more than three (3), nominated by the President of the Association, together with the department head Mr. Walter Anderson. A recommendation addressing the internship matter is to be submitted jointly to the President of the Association and the Vice President for Academic Affairs by December 10, 1995.

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL




James M. Dehlin
President
and Chief Negotiator



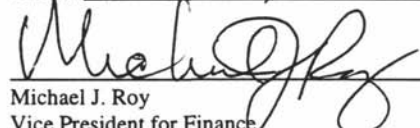
Phillip L. Beukema
Vice President for Academic Affairs

Dated: 12-19-95

Dated: Dec 17, 1995



W. Duncan Reese
MEA Uniserv Director



Michael J. Roy
Vice President for Finance
and Administration

Dated: 12-19-95

Dated: 12-19-95

FACULTY JURISDICTIONAL AGREEMENT
OCTOBER 1, 1992

I. Parties to the Agreement

- A. Northern Michigan University (NMU)
- B. American Association of University Professors - Northern Michigan University Chapter (AAUP)
- C. Northern Michigan University Faculty Association (NMUFA)

The parties shall also include the successors and assigns of each of the above named.

- II. The purpose of the agreement is to determine which faculty in the College of Technology and Applied Sciences (CTAS) at Northern Michigan University are to be represented by which bargaining unit and to set forth guidelines by which to determine future representation questions in CTAS, to provide a process to resolve disputes with respect to representation determinations, and finally to provide what happens to individuals affected by this Agreement.

III. Initial Representation Agreements

- A. Faculty assigned to the Licensed Practical Nursing Program shall be represented by the AAUP.
- B. Faculty assigned to the Electronics and Industrial Technologies Departments shall be represented by the AAUP. The following academic programs are included in these departments:

Electronics:

- 1. Associate in Electronics Servicing Technology
- 2. Associate in Electronics Technology
- 3. Associate in Electromechanical Technology
- 4. Bachelor's in Electronics Engineering Technology
- 5. Bachelor's in Electronics Technology

Industrial Technologies:

- 1. Associate in Architectural Technology
- 2. Associate in Graphic Arts (On Hold)
- 3. Associate in Computer Aided Drafting
- 4. Bachelor's in Industrial Education
- 5. Bachelor's in Technology Education
- 6. Bachelor's in Technology and Applied Sciences
- 7. Bachelor's in Industrial Technology

- C. Faculty assigned to the Aviation Department shall be represented by the NMUFA. The following academic program is included in this department:
1. Associate in Aviation Maintenance Technology
- D. Faculty assigned to the Consumer and Family Studies Department shall be represented by the NMUFA. The following academic programs are included in this department:
1. Diploma in Meat Cutting
 2. Certificate in Culinary Arts
 3. Associate in Applied Textiles
 4. Associate in Child Care Services
 5. Associate in Food Service Operations
 6. Bachelor's in Fashion Merchandising
 7. Bachelor's in Home Economics Education
 8. Bachelor's in Preschool/Family Life Services
- E. Faculty assigned to the Occupational Studies Department shall be represented by the NMUFA. The following academic programs are included in this department.
1. Diploma in Cosmetology
 2. Diploma in Cosmetology Instructor
 3. Diploma in Manicurist
 4. Diploma in Auto Body
 5. Certificate in Automotive Service
 6. Certificate in Heating and Air Conditioning
 7. Certificate in Carpentry
 8. Certificate in Wood Production
 9. Certificate in Wastewater Operator
 10. Associate in Automotive Service Technician
 11. Associate in Climate Control Technology
 12. Associate in Building Technology
 13. Associate in Wood Technology
 14. Bachelor's in Construction Technology
- F. In the event the following academic programs are approved, they will be administratively assigned as follows:
1. Fire Science - Occupational Studies
 2. Bachelor's in Aerospace Studies - Aviation
 3. Bachelor's in Restaurant Management - Consumer and Family Studies

G. In the event NMU revives any of the following programs in essentially the same form as they existed before August 1, 1989, they will be administratively included in the original department:

1. Heavy Equipment
2. Industrial Maintenance
3. Machine Tool
4. Marine Technology
5. Small Engine Repair
6. Welding
7. Meatcutting Management

IV. Representation Procedures and Guidelines for New Departments

A. Northern Michigan University shall notify the Presidents of the AAUP and the NMUFA of creation of new academic departments or the reorganization of faculty into new academic departments in writing. The notice will also indicate the University's determination as to which bargaining agent shall represent the faculty assigned in each department.

1. The University shall base its representation determination on the criteria set forth in this Agreement in light of the total academic program which is planned for or is to be delivered by the new academic department.
2. Either union may request a special conference to discuss the University's determination of representation. Any such request must be made within fourteen (14) calendar days of receipt of the University's determination. If such a request is not made within the fourteen (14) calendar day limit, the University's determination will be deemed agreed to by the unions.

B. The parties expressly agree and understand that a separate academic department to which faculty are assigned does not imply or require a separate administrative head of the department or separate support staff.

C. Representation Determination Criterion

1. The NMUFA shall represent all the faculty assigned to a department if a majority of the department's approved programs is designed to provide training that currently can be achieved in a trade apprenticeship program.
 - a. A program is a combination of courses leading toward a diploma, certificate, two- (2) or four- (4) year degree, or other specific academic outcome.
 - b. A program is a trade apprenticeship program if the majority of the courses in the program, excluding Liberal Studies, General Studies, Physical Education, and other requirements, provides training in an occupation that is customarily learned in a practical way through a structured program of supervised job simulated training and related classroom theoretical instruction. The primary thrust of a trade apprenticeship is

to train students to be workers who will directly produce/prepare, repair, maintain, or install goods or who directly provide services to customers.

- c. "Other requirements" consist of courses required to complete a specific academic outcome but are taught by another academic department. (e.g., such as specific Mathematics or English courses required by the department.)
 2. If the criterion in Section IV (C) 1 is not met, then the department shall be represented by AAUP.
 3. It is agreed and understood that the above criterion is not exhaustive and that circumstances may arise which are not addressed by the above criterion. In those instances the University shall convene a meeting with representatives of both unions to discuss the representation of the department in question. Thereafter, the University shall make its representation determination based on agreement of the parties or failing agreement, the University will make its finding of greatest community of interest of the faculty in the new academic department with reference to the other academic departments in the school. The University is to provide the parties with a written statement of its determination and the reasons therefor.
 - D. If a new academic department is created in the College of Technology and Applied Sciences solely from the constituent programs of one (1) existing department, the representation of faculty in the new department shall be the same as the department from which it came.
 - E. Changing the name of a department shall not result in a change of the representation of the faculty in that department.
 - F. Accretions to or deletions of programs from a department's program array will not alter the existing representation of faculty in that department.
 - G. NMU may not assign academic programs to departments for the purpose of avoiding representation of faculty by one union or the other. Any party may submit disputes concerning program allocation for dispute resolution according to the provisions of Section V.
- V. Dispute Resolution
- A. Requesting and participating in good faith in a special conference to resolve disputes concerning representation is a condition precedent to using the dispute resolution process of this Agreement.
 - B. In the event any party does not agree with the representation determination of the University, that party may request binding arbitration by filing a demand with the Director of Human Resources and Data Information Services for the University within fourteen (14) calendar days of receiving the University's response after a special conference. The parties shall attempt to identify and agree upon a

neutral arbitrator. If such an agreement cannot be reached, any party may file a demand for arbitration with the American Arbitration Association Detroit office. Any other party to this Agreement may intervene in such a proceeding.

1. Any arbitration under this Agreement shall be conducted according to the expedited Labor Arbitration Rules and Procedures of the American Arbitration Association provided that:
 - a. The parties stipulate to the facts of the case in writing or minimally to identify, in writing, those facts in dispute along with a stipulation of other facts and submit it to the arbitrator not later than the opening of the hearing.
 - b. Briefs may be filed not later than three (3) business days after close of hearing.
 - c. The arbitrator is required to submit a written award with an opinion in summary form.
2. The arbitrator's decision shall be final and binding on all the parties and the faculty members affected by the decision. The arbitrator's decision shall be based solely upon the express and specific provisions of this Agreement without addition, subtraction, or modification. Each party will bear their own expenses individually and will share equally the fees and expenses of the arbitrator and, if necessary, the fees of the American Arbitration Association.
3. Failure to request a special conference to discuss the University's representation decision or failure to file a timely demand for arbitration shall conclusively dispose of the dispute and shall bar access to the arbitration process. Time limits may be extended by mutual agreement of all the parties.

VI. Specific Transfer Agreements

- A. General status guarantees for individuals in positions transferring from the NMUFA to the AAUP bargaining unit:
 1. All full-time transferred individuals will be guaranteed full participation in department meetings, including voting privileges, notwithstanding present department bylaw language to the contrary.
 2. NMUFA members who become or stay members of the AAUP pursuant to this Agreement shall receive the following benefits pursuant to the 1992-95 NMUFA Master Agreement:
 - a. Tuition scholarship program
 - b. Life insurance
 - c. Retirement contributions

3. Beginning with the 1992-93 academic year, all individuals who are transferred from the NMUFA bargaining unit to the AAUP bargaining unit shall have their workloads governed by the terms of the AAUP Master Agreement.
4. Dr. Cairl Moore will remain in the AAUP, although the position held by Dr. Moore shall be a NMUFA position. The next holder of said position will be a member of the NMUFA collective bargaining unit. In the event that Dr. Moore is to be laid off through the elimination of his position through program reduction or financial exigency, such a procedure shall be effected pursuant to the terms of the AAUP Master Agreement.

The NMUFA further agrees that so long as Dr. Cairl Moore holds this position, no member of the NMUFA bargaining unit may bump Dr. Moore from this position for any purpose whatsoever, and further, that until such time as this position is vacated by Dr. Moore, that the NMUFA shall have no rights whatsoever with respect to filling this position. For the remainder of his employment at the University, Dr. Cairl Moore will not be able to bump into any NMUFA position.

- B. General status guarantees for individuals in positions newly assigned, returning, or transferring to the NMUFA bargaining unit.
 1. The employer and the NMUFA shall recognize prior faculty work experience at the University for the purposes of calculating seniority under the NMUFA contract.
 2. NMUFA members removed and now returning to the NMUFA bargaining unit:
 - a. Shall be made whole with respect to the pension contributions that would otherwise have been made under the NMUFA contract for the period August 1987 to the date of execution of this Agreement.
 - b. Will retain PEIF membership rights.
 - c. Each person shall be given the option of coverage under the AAUP Sick Leave Policy or Salary Continuation Policy. In the event the sick leave option is selected, accrual rates, maximum accumulations, and payoff options shall be governed by the NMUFA Master Agreement.
 3. For every faculty member whose rank is initially assigned or changed by this Agreement, the record on which the faculty member will be judged for promotion and/or tenure will run from the date of this Agreement forward.
 4. Faculty in the College of Technology and Applied Sciences represented by either bargaining unit shall be permitted to teach courses offered in a department not represented by their bargaining agent solely for the purpose of completing a full-time assignment for the faculty member, provided the courses to be so assigned are first offered as overload assignments to qualified faculty members

regularly assigned in the department in which the course is offered. It is further understood and agreed that instruction of such courses by nonbargaining unit members is subject to evaluation by the department. If a faculty member is consistently assigned more than half of the faculty member's assignment from courses offered by a department represented by the other faculty union, then that faculty member shall be transferred to the department where the grater part of the assignment is offered. Consistently assigned shall mean for more than three (3) semesters.

- VII. For any matter not otherwise addressed in this Agreement, it is the intent of the parties that any individual in a position transferring to or from a NMUFA or AAUP represented position shall receive the benefit of the more favorable contractual provision for any fringe benefit in which they had vested interest at the time of the execution of this Agreement.
- VIII. For the duration of this Agreement, the parties agree that each academic department shall have one (1) faculty representative on the NMU Academic Senate. All such representatives shall enjoy the full range of rights and privileges afforded any other faculty representative to the Academic Senate. In addition, from the execution of this Agreement until June 30, 1995, the President of the NMUFA shall be able to appoint one (1) faculty member to the Committee on Undergraduate Programs. This appointee shall have the same rights and privileges afforded any other faculty representative to the Committee on Undergraduate Programs (CUP).

IX. Duration of the Agreement

This Agreement shall be in effect upon ratification or approval of each party and shall extend to June 30, 1995. This Agreement shall continue in effect on a year-to-year basis thereafter unless any party gives notice of intent to terminate the Agreement at least sixty (60) calendar days before that date, or any anniversary of that date, or notice of intent to negotiate modifications of this Agreement.

X. Miscellaneous

- A. This Agreement shall be published along with the Master Agreements of the respective parties but shall not be a part of the Master Agreements nor shall it be construed in any way to be a part of those Master Agreements.
- B. This Agreement represents the complete agreement between the parties with respect to resolution of the jurisdictional dispute and supersedes any and all prior agreements, understandings, customs, or practices. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of all parties.
- C. The AAUP and the NMUFA agree not to file on their own behalf or on behalf of any individual bargaining unit members any grievance alleging that anything done (including but not limited to transfers, bargaining unit placement, benefits conferred, ranks assigned, etc.) pursuant to the terms of this Settlement Agreement constitutes a breach of the respective collective bargaining agreements.

- D. The parties agree that none of the provisions of this Agreement establish any precedent with respect to the application or interpretation of their respective labor agreements.
- E. Any party may seek enforcement of the provisions of this Agreement by filing a demand for arbitration with the American Arbitration Association Detroit office under the Labor Arbitration Rules and Procedures.

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS -
NMU CHAPTER

Mary L. Vande Berg
Mary L. Vande Berg
President

Dated: 5-19-93

David L. Carlson
David L. Carlson
Grievance Officer

Dated: 5-20-93

NORTHERN MICHIGAN UNIVERSITY FACULTY
ASSOCIATION, MAHE-MEA-NEA

Larry James
Larry James
President

Dated: 5-17-93

Sharon L. LaPointe
Sharon L. LaPointe
NMUFA Counsel

Dated: 7-20-93

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF CONTROL

Michael J. Roy
Michael J. Roy
Vice President
for Finance and Administration

Dated: 7-23-93

Phillip L. Beukema
Phillip L. Beukema
Vice President
for Academic Affairs

Dated: May 5, 1993

Virginia M. Stimmer
Virginia M. Stimmer
Dean
College of Technology
and Applied Sciences

Dated: May 17, 1993

Thomas P. Hustoles
Thomas P. Hustoles
University Counsel

Dated: MAY 25TH, 1993

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