

4159

9/1/97

AGREEMENT



RALPH CALDWELL 1937

between

Western Michigan University

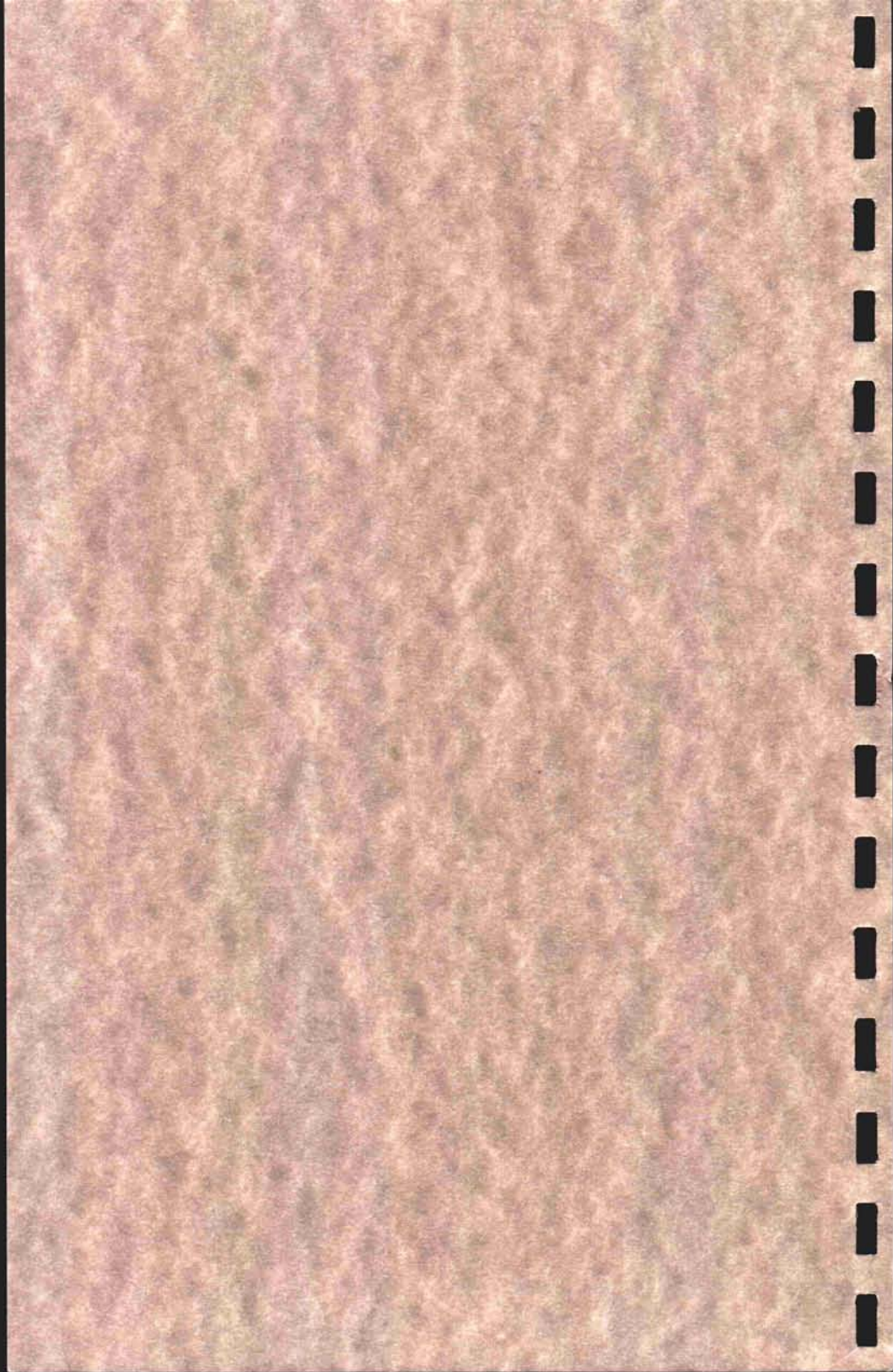
and the

Association of Language Specialists

September 1, 1994 - September 1, 1997

Western Michigan University

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**



<i>Article Appendix</i>	<i>Title</i>	<i>Page No.</i>
Article 1	Recognition	1
Article 2	Definitions	1
Article 3	Management Rights	2
Article 4	Association Rights	2
Article 5	Agency Shop	2
Article 6	Association Representative	4
Article 7	Anti-Discrimination and Affirmative Action	4
Article 8	Grievance Procedure	4
Article 9	Discipline	7
Article 10	Rules	8
Article 11	Nepotism	8
Article 12	Workload	8
Article 13	Additional Employment	12
Article 14	Community Service	12
Article 15	Compensation	13
Article 16	Fringe Benefits	14
Article 17	Seniority	16
Article 18	Layoff and Recall	17
Article 19	Leaves of Absence	18
Article 20	Family Medical Leave Act	20
Article 21	Paid Sick Leave	24
Article 22	Accommodation for Disability	25

<i>Article Appendix</i>	<i>Title</i>	<i>Page No.</i>
Article 23	Professional Development	27
Article 24	Retirement	24
Article 25	No Strike-No Lockout	29
Article 26	Waiver Clause	29
Article 27	Savings Provision	30
Article 28	Duration	31
Appendix A	Bargaining-unit Seniority List	32
Appendix B	Rules of Conduct	33
Appendix C	Pay Schedule	35
Letter of Understanding	Salary Reduction Agreement	37
Letter of Understanding	Retirement Incentive	39

ARTICLE 1 RECOGNITION

1. §1. The University recognizes the Association of Language Specialists (ALS) hereinafter simply ALS or "the Association," affiliated with the Western Michigan University Chapter of the American Association of University Professors (WMU-AAUP), as the sole and exclusive bargaining representative for all CELCIS Language Specialists.

1. §2. Excluded from the bargaining unit are all other employees of Western Michigan University, including all probationary Language Specialists on continuing appointment; all part-time instructors in CELCIS; all Board-appointed and non-Board-appointed full- and part-time academic faculty; all professional and administrative employees; all secretarial, clerical, and technical employees; all administrators, managers, and supervisors; and all other employees.

ARTICLE 2 DEFINITIONS

2. §1 "CELCIS" shall mean the Career English Language Center for International Students, a unit of the Office of International Affairs of Western Michigan University.

2. §1.1 "Mission." The primary mission of CELCIS shall be to provide English language instruction to international (non-native English-speaking) students. The secondary mission of CELCIS may be to provide credit courses in "critical languages" which may be offered as necessary to meet the international initiatives of the University. Such courses are established through the appropriate curriculum bodies of the University. CELCIS Language Specialists shall have the right to make timely recommendations to those curriculum bodies.

2. §2 "Language Specialist" shall mean a regular, bargaining-unit CELCIS instructor, with a workload as defined in Article 12.

2. §3 "Probationary Language Specialist" shall mean a CELCIS instructor who has a continuing appointment for two consecutive years, with a workload as defined in Article 12.1, and may become a bargaining-unit member of ALS by fulfilling the requirements outlined in Article 17.3.

2. §4 "Part-time Instructor" shall mean an instructor who is teaching CELCIS classes, but whose assignment does not meet the definition of a continuing appointment (Article 17. §3).

2.§5 "Seniority" refers to the number of years served as a Language Specialist based on the seniority list in Appendix A.

2.§6 "CELCIS Class" shall mean a fall/winter/spring/summer-long class of five (5) contact hours per week.

2.§7 "CELCIS Semester" (or a "semester" as used herein) shall mean a fall or winter semester in CELCIS, which may vary somewhat from the regular University semester.

2.§8 "CELCIS Session" (or a "session" as used herein) shall mean a spring or summer session in CELCIS, which may vary somewhat from the regular University session.

ARTICLE 3 MANAGEMENT RIGHTS

3.§1 The University reserves and retains, solely and exclusively, all its management rights, functions, powers, and authorities, except as they are clearly and expressly limited by the specific terms of this Agreement.

ARTICLE 4 ASSOCIATION RIGHTS

4.§1 The Association of Language Specialists - WMU/AAUP retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by the specific and express terms of this Agreement.

ARTICLE 5 AGENCY SHOP

5.§1 DUES/SERVICE FEES. All present Language Specialists in the bargaining unit and all Language Specialists who acquire membership in the bargaining unit after the effective date of this Agreement shall, as a condition of employment, become and remain dues-paying members of the Association or shall pay or cause to be paid to the Association a service fee which shall be in an amount determined by the Association not inconsistent with the law and not to exceed the amount of dues uniformly required of members. Such dues or service fees

shall be remitted to the Association commencing within the first three (3) pay periods after the effective date of this Agreement or within the first three (3) pay periods after the Language Specialist's date of entry into the bargaining unit, whichever is later.

5. §2 PAYMENT. For those Language Specialists who properly execute payroll deduction cards provided by the Association, the provisions of which must conform to the legal requirements imposed by law, the University agrees to deduct from the Language Specialist's paychecks in equal installments the amount authorized by the Language Specialist and certified to the University in writing by the Association as the regular annual dues or fees for members and the annual service fees for non-members and to forward the same to the Association each pay period.

5. §2.1 The University shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than the actual dues or service fees deductions made from the pay earned by a bargaining-unit member.

5. §2.2 When, upon receipt by the Association of a written claim, it is found that there was duplicate or improper dues or service fees' deduction, refund shall be made to the claimant by the Association.

5. §2.3 The Association shall indemnify and hold the University harmless from any liability resulting from any and all claims, suits, demands, or other actions that arise from actions taken by the University in compliance with this article. Indemnification shall include attorneys' fees and the cost of litigation.

5. §3 CONSCIENTIOUS OBJECTOR. If a Language Specialist holds bona fide religious or ethical convictions, which prohibit him/her from paying dues or service fees to the Association, that person shall have the right to request in writing to the Association that he/she be allowed to contribute, in lieu of paying dues or service fees, an amount equal to service fees to a non-profit charitable organization mutually-agreed-upon by the individual and the Association. The Association shall respond to such a request in writing no later than thirty (30) calendar days after its receipt of the request and shall not unreasonably deny such a request.

**ARTICLE 6
ASSOCIATION REPRESENTATIVE**

6. §1 RECOGNITION. The University agrees to recognize one Association representative as the representative for Language Specialists in the bargaining unit.

6. §2 INFORM WESTERN. The Association shall advise the CELCIS Director and the Director of Collective Bargaining in writing of the name of the Association representative promptly after the execution of this Agreement and when the representative changes.

6. §3 LIMITS. Language Specialists shall not engage in Association activity during hours in which they are scheduled to perform their professional duties as Language Specialists and shall not be paid by the University for any time engaged in Association activity.

**ARTICLE 7
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

7. §1 DISCRIMINATION. The University, in accordance with the law, prohibits discrimination based on race, color, gender, age, religion, national origin, height, weight, marital status, Vietnam-era veteran status, handicap and existing or perceived disability. Sexual harassment, a form of gender discrimination, is also prohibited, as is discrimination based on affirmed or perceived sexual orientation.

7. §2 AFFIRMATIVE ACTION. Western Michigan University is an affirmative-action employer, which means that in all areas of personnel matters, such as initial employment, promotion, and retention, Western shall give particular attention to the candidacy of women and members of protected classes. Said policy shall be consistent with the law, and as provided in the University Affirmative Action Plan.

7. §3 ASSOCIATION CONCURRENCE. The Association agrees that it will not engage in discrimination proscribed by this Article.

**ARTICLE 8
GRIEVANCE PROCEDURE**

8. §1 DISCUSSION OF CONCERNS At least one day prior to the filing of a formal grievance, the Language Specialist shall discuss the matter of concern expressed in the planned grievance with the CELCIS Director.

8. §2 INFORMAL ADJUSTMENT. The University and the Association agree that it is in the best interest of all parties for Language Specialists and the CELCIS Director to communicate freely and promptly regarding concerns that may arise, and nothing contained in this Agreement shall prevent the informal discussion and adjustment of concerns, provided that an informal adjustment shall not be inconsistent with this Agreement and shall set no binding precedent.

8. §3 DEFINITION AND INITIATION OF A GRIEVANCE. A grievance is defined as a formal written allegation by a Language Specialist that the University has violated a specific provision of this Agreement. A grievance shall state all of the facts upon which it is based, when they occurred, the specific provision of the Agreement which allegedly has been violated, the remedy requested, and the date of the informal discussion (7. §1) with the Director. A grievance shall be signed by the grievant and the Association Representative.

8. §4 TIMELINESS. A grievance must be presented at Step One no later than fourteen (14) calendar days after the event upon which it is based. If the grievant and the Association had no knowledge of the events at the time they occurred, the grievance must be presented within fourteen calendar days after the grievant or the Association had knowledge thereof or conditions were such that the grievant or the Association should have had such knowledge.

8. §4.1 If a grievance is not presented within the 14-day time limit, it shall be barred. In no event shall monetary adjustment of a grievance cover any period prior to the 14 calendar days before the filing of a written grievance, unless conditions were such that neither the Association nor the grievant could have had knowledge of the events upon which the grievance is based within the 14 days.

8. §5 STEP ONE - Executive Director. A Step One grievance shall be presented to the Executive Director of the Office of International Affairs (hereinafter "The Executive Director"). Within fourteen (14) calendar days after the receipt of a timely grievance, the Executive Director shall schedule a meeting to discuss the grievance with the CELCIS Director, the grievant and, if requested by the grievant, the Association Representative. The Executive Director shall have the right to have an additional University representative in attendance. Within fourteen (14) calendar days after this meeting, the Executive Director shall give a written answer to the grievant with a copy to the Association Representative. The answer shall include a general statement of reasons for the Step One answer.

8. §6 STEP TWO - Director of Academic Collective Bargaining and Contract Administration ("Director of Collective Bargaining"). If the grievance has not been resolved at Step One, the grievant may appeal the grievance to Step Two, provided that the appeal

is in writing, states the grievant's specific objections to the Step One Answer, and is presented to the University's Director of Collective Bargaining within fourteen calendar days after the date of the Step One Answer. Within fourteen calendar days after the receipt of a timely appeal, the Director of Collective Bargaining shall schedule a meeting to discuss the grievance with the grievant and, if requested by the grievant, the Association Representative. The CELCIS Director and up to one additional University representative may attend at the request of the Director of Collective Bargaining. Within fourteen calendar days after the meeting, the Director of Collective Bargaining shall give a written answer to the grievant with a copy to the Association Representative.

8. §7 STEP THREE - Arbitration.

8. §7.1 If the grievance has not been resolved at Step Two, the Association may submit the grievance to arbitration by notifying the University's Director of Collective Bargaining in writing by certified mail no later than thirty calendar days after the date of the Step Two Answer. If timely notice is made, the University and the Association will join in submitting the grievance to arbitration according to the following procedures and according to the Voluntary Arbitration Rules of the American Arbitration Association to the extent they are applicable given these procedures.
8. §7.2 All of the steps called for in this grievance procedure shall be pursued to completion before the Association may request arbitration, unless the parties mutually agree in writing to waive a step or steps and agree to proceed directly to arbitration.
8. §7.3 The parties shall select an arbitrator from THE FOLLOWING mutually-agreed upon panel of arbitrators on a rotating basis, starting with the first arbitrator on the alphabetized list:
1. Ruth Kahn
 2. Maurice Kelman
 3. Theodore St. Antoine
8. §7.4 The arbitrator shall have no authority to add to, subtract from, change or modify any of the terms or provisions of this Agreement, but shall be limited solely to determining whether the University violated a specific provision of this Agreement as alleged in a timely grievance. The decision of the arbitrator shall be final and binding upon the University, the Association and the grievant.

8. §7.5 An arbitrator shall not have authority to award a monetary remedy in a discharge or suspension case in excess of back pay for time lost from regularly-scheduled work at the employee's regular rate reduced by the employee's other earned income for the period in question and also reduced by unemployment insurance payments made to the employee for the period in question.

8. §7.6 The fees and expenses of the arbitrator shall be shared equally by the University and the Association. All other expenses shall be borne by the party by whom and upon whose behalf the expenses are incurred.

8. §8 TIME LIMITS. Except as extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Association, the grievance shall be considered as having been withdrawn. In the event of a failure to comply with the time limits on the part of the University, the Association may advance the grievance to the next step, but no grievance shall be so advanced to arbitration. Written requests for reasonable extensions of time limits, made for good reason, and made prior to the expiration of the contractual time limits, shall not be unreasonably denied by either party. Neither party, however, shall move forward without informing the other party of their intention and considering a request for an extension.

8. §9 ATTORNEY PARTICIPATION. At Step Two, with notice to the other party, and at arbitration, either the Association or the University or both shall have the right to have legal counsel present at their own expense.

8. §10 SUBSTITUTES. The Association and University representatives specified herein shall have the right to designate representatives to act for them in grievance matters.

ARTICLE 9 DISCIPLINE

9. §1. RIGHTS AND DUE PROCESS. The University shall have the right to discipline and discharge Language Specialists for cause and Language Specialists shall have the right to grieve discipline and discharge according to the process described in Article 8.

**ARTICLE 10
RULES**

10. §1 The University shall have the right to make and enforce work rules and regulations which do not conflict with the specific terms of this Agreement. Any complaint relative to the reasonableness of any such rule established after the date of this Agreement shall be subject to the grievance procedure. The filing of a grievance, however, shall not cause the suspension of any rule.

10. §2 Language Specialists are covered by the general University Rules of Conduct for professional employees, which are appended to this Agreement as Appendix B.

**ARTICLE 11
NEPOTISM**

11. §1 DEFINITIONS. Persons related by family or marriage may be employed by the University, provided such individuals meet and fulfill regular University employment standards.

11. §2 RESTRICTIONS. Language Specialists shall not initiate, participate in, or influence in any way, institutional personnel decisions involving members of their families and shall neither supervise nor be supervised by members of their families. In instances where a conflict of interest might occur under normal operating procedures, the responsibility for all personnel decisions and/or supervision will pass to an authorized representative of the next higher administrative level.

**ARTICLE 12
WORKLOAD**

12. §1 REGULAR TEACHING WORKLOAD. The regular teaching workload of bargaining-unit Language Specialists shall consist of three regular CELCIS classes in fall semester, winter semester and in either a spring or summer session of each year. This regular load is considered as 37.5 hours. Courses other than CELCIS courses may be substituted for CELCIS courses in the regular teaching workload upon mutual agreement between the Director and the Language Specialist.

12. §2 MAXIMUM TEACHING WORKLOAD. The maximum teaching workload of bargaining-unit Language Specialists shall consist of four regular CELCIS classes in fall and winter semesters (20 hours each semester) and four classes in spring or summer sessions (10,

hours each session). In any semester or session in which the Language Specialist is teaching four regular CELCIS classes, the Language Specialist shall not be eligible for any additionally-paid assignment. The maximum load for a Language Specialist is considered as 60 hours.

12.§3 REQUIRED ASSIGNMENTS. Each bargaining-unit Language Specialist shall be assigned and required to teach up to three regular CELCIS classes in fall and winter semesters and in either spring or summer session, a 37.5 hour load, provided the CELCIS enrollment is such that sufficient classes are scheduled. Bargaining-unit Language Specialists required to teach spring session one year shall be required to teach summer session the subsequent year and vice versa, assuming sufficient classes are offered in each session to permit this rotation. With the prior approval of the Director, Language Specialists may trade spring/summer session assignments.

12.§4 PERMISSIVE ASSIGNMENTS. Each bargaining-unit Language Specialist, enrollment permitting, shall be offered and may accept or decline a fourth regular CELCIS class in fall and winter semesters and in either spring or summer session, provided the CELCIS enrollment is such that sufficient classes are scheduled.

12.§5 PREFERENCE. Bargaining-unit Language Specialists shall have preference over non-bargaining-unit employees for the regular teaching assignments described above.

12.§6 DISTRIBUTION OF WORK. Language Specialists shall be offered 37.5 hours of instructional assignment per year and shall be given a one semester or two session notification prior to any load reduction or layoff as follows:

12.§6.1 All regular assignments depend on the CELCIS enrollment and consequent offering and availability of regular CELCIS classes. Regular instructional assignments described above shall be determined by bargaining-unit seniority (see Appendix A).

12.§6.2 In the fall and winter semesters and in either the spring or summer (working) session, three regular classes shall be assigned to each bargaining-unit Language Specialist by seniority; and when all have three, a fourth class as available shall be offered to each specialist, again by seniority.

12.§6.3 Bargaining-unit Language Specialists who, using the above system, are not offered a regular assignment of instruction, shall be provided an alternative and appropriate assignment, evaluated as appropriate and meaningful, for one

semester/session and shall be notified of pending layoff. Such alternate assignments shall be based upon expertise, so that a Language Specialist of lesser seniority notified of pending layoff, may teach three classes while a Language Specialist of greater seniority may be assigned two classes and an alternative assignment. Language Specialists shall have the right to make recommendations concerning such assignments at the time these alternate assignments are made. Language Specialists who are not assigned a regular load (three regular CELCIS classes or the equivalent), in the ensuing semester or their regular (working) session, and for whom there is no available and appropriate alternative assignment, may teach, at their option, two classes and remain bargaining-unit members, or be considered on layoff status for that semester or session. Language Specialists teaching two classes will receive full benefits during that semester/session.

12. §7 "OFF" SESSION. Bargaining-unit Language Specialists may be offered and may decline or accept up to four regular CELCIS classes during their "off" session.

12. §8 ASSIGNMENT DETERMINATION.

12. §8.1 The number of classes offered and all assignments shall be determined by the Director. The Language Specialists may make recommendations about assignments, when possible. The Director shall make the final decision regarding all assignments. Except as otherwise provided herein, the Director has the right to assign the teaching of regular and special classes to non-bargaining-unit persons at a rate determined by the University.

12. §8.2 The Director reserves the right to hire part-time instructors in place of bargaining-unit members for the fourth class that bargaining-unit members ordinarily have the first right to be offered to teach, during the Spring session only. The Director will exercise this right only in the event that she/he has undertaken a thorough review of program finances and makes a good faith determination that budget conditions and anticipated revenues/expenses could result in a deficit program balance. One semester prior to exercising this right, the Director will meet with a representative of the Association to share the information upon which the determination is based.

12. §9 ADDITIONAL RESPONSIBILITIES. In addition to the teaching of regular CELCIS classes, bargaining-unit Language Specialists perform other professional duties, including those specified below:

12. §9.1 *Registration, Orientation, and Testing* (4 days at start of each semester and session). Language Specialists regularly assigned to work during a particular semester or session shall perform the following duties which will be accomplished in the CELCIS offices:

- help students complete housing contracts
- explain the orientation packet to students
- help admissions coordinator with registration
- help students complete forms for Michigan IDs
- explain the following at orientation:
 - how students will be tested and placed in CELCIS;
 - what students can do to succeed in CELCIS;
 - how students can learn English outside of class as well as in class;
- eat lunch with new students on orientation day, (informally getting to know the students and answering their questions);
- test students using oral, writing, and objective placement tests;
- place new students.

12. §9.3 *Revenue-generating Special Programs, Special Classes, Summer Institutes*. The Director may offer such work to the bargaining unit. Language Specialists will not be required to accept such additional work. Bargaining-unit Language Specialists will be offered preference for such work, provided the Director deems them fully qualified for the particular assignment, in any semester or in their regularly-assigned session, provided they are not teaching four regular classes in that semester or session. Bargaining-unit Language Specialists shall not be offered preference for special assignments in any semester or regularly-assigned session in which they are teaching four regular classes.

12. §9.4 *Substituting in Regular CELCIS Classes in Event of Illness or Other "Emergency."* The Director will offer substitute work to available bargaining-unit Language Specialists. Language Specialists may decline. If a Language Specialist is assigned to substitute, the additional pay is \$15.00 per contact hour. When Language Specialists "sub" for each other by mutual agreement and arrangement, there shall be no additional compensation. The Director must approve such arrangements in advance, if possible.

12. §9.5 *Tutoring*. The Director may hire tutors from time to time from inside or outside the bargaining unit at a rate to be determined by the Director. The Director may make referrals as he/she deems appropriate. Language Specialists may accept or decline tutor assignments, if offered.

12. §9.6 *Field Trips, Athletic and Cultural Events.* CELCIS will provide tickets and meals as appropriate for such events, which must be approved in advance by the CELCIS Director, as well as pay other authorized expenses, including hotels and transportation (to transport students off campus). Language Specialists may participate in such events.

12. §9.7 *Social Events.* Language Specialists are encouraged to participate in the social events sponsored by CELCIS, and shall attend the new student reception at the start and graduation at the end of each semester and session in which they have a regular teaching assignment, when possible.

12. §9.8 *Coordinator.* No additional compensation shall be paid for coordinator assignments. The Director shall assign this work as part of regular obligations of Language Specialists.

ARTICLE 13 ADDITIONAL EMPLOYMENT

13. §1 LATITUDE. Language Specialists may engage in employment in addition to their work for CELCIS, provided that:

13. §1.1 No Language Specialist shall engage in additional employment that may interfere with his/her primary responsibility to CELCIS to satisfactorily perform his/her work as a Language Specialist.

13. §1.2 Language Specialists who engage in additional employment must inform the CELCIS Director in advance, when possible, of the nature and the hours of the additional employment.

13. §2 LIMITS. The CELCIS Director shall have the right to require a Language Specialist to cease additional employment if any of the conditions specified above were violated.

ARTICLE 14 COMMUNITY SERVICE

14. §1 To the extent that it does not detract from the fulfillment of their obligations to the University, Language Specialists may participate freely and voluntarily in the many organizations that make up the community.

ARTICLE 15
COMPENSATION

15.§1 SALARY PARITY ADJUSTMENT. Western seeks to resolve the disparity of the salary increases of past years in which raises were not forthcoming and as a remedy to this situation will provide an SRA of up to \$6,000 based upon employment status for each Language Specialist employed on January 4, 1995 with a seniority date on or before August 30, 1976 and \$3,000 for each Language Specialist employed on January 4, 1995 with a seniority date between September 1, 1976 and August 30, 1988. One-third (\$2,000 or \$1,000 as appropriate to seniority years) of the total amount (\$6,000 or \$3,000 as appropriate to seniority years) will be contributed to an account designated by those so employed on January 4, 1995, another third for those so employed on January 4, 1996 and another third for those so employed on January 4, 1997. This agreement, when ratified, will be considered as meeting the requirements of voluntary contributions for an SRA. These funds may be allocated at the preference of the employee, but are limited to University-designated SRA fund investment firms.

15.§2 PAST PRACTICE SIGNING BONUS. Western will provide a signing bonus of \$750 to all Language Specialists employed full-time on January 4, 1995. Said payment will be made within two weeks after the ratification of this agreement. At the option of the Language Specialist, \$250 may be drawn from the first-year adjustment in 15.§1 and added to this bonus for a total of \$1,000. Also at the option of the Language Specialist and within the guidelines of the voluntary contributions, this net amount may be contributed to an SRA.

15.§3 SALARY ADJUSTMENT. The per-credit-hour base salary for all Language Specialists with a seniority date prior to September 1, 1991 shall be increased by 4% in 1994-95 and the rate shall be effective for the fall semester of 1994. After 1994-95, the per-credit-hour base salary for all bargaining-unit Language Specialists shall be increased by 3% in 1995-96 and 3% in 1996-97. These latter two rate increases shall be effective with the beginning of the fall semester of 1995-96, and 1996-97.

15.§4 MINIMUM SALARY. The minimum salary for a bargaining-unit Language Specialist shall be \$700 per credit hour and this rate shall be made effective with the beginning of the fall semester of 1994.

ARTICLE 16 FRINGE BENEFITS

16.§1 Regular, bargaining-unit Language Specialists (as defined in Article 1) shall be eligible to receive, in addition to fringe benefits specified elsewhere in this Agreement, the fringe benefits described in this section.

PREMIUM/CARRIERS:

- Premiums for these various insurance programs are determined each year by the carrier in consultation as appropriate with the University and may increase or decrease. The University reserves the right to change LIFE insurance carriers and third-party administrators for long-term disability and health insurance plans. Other plans include life insurance presently insured through TIAA and identified as Group Life Insurance and long-term disability presently administered by Atnea.
- Hospital/Medical Coverage
The Language Specialist shall have the choice between the HMO (health maintenance organization) or the indemnity plan described in the master university health plan dated March 1, 1992. The University contribution for employees shall be 100% and 35% for dependents.
- Long-term Disability (LTD)
Premium and payment is based on 66-2/3% of basic annual earnings, i.e., 37½ "credit hours" up to a maximum of \$5,000 per month. Basic annual earnings for a Language Specialist shall be defined as the Language Specialist's salary for teaching three regular CELCIS classes in fall and winter semesters and either spring or summer session.
University contribution - 80%

- Basic Life Insurance - age scheduled, decreasing term

<u>Age</u>	<u>Benefit</u>
under 51	\$50,000
51-56	\$40,000
56-61	\$30,000
61-65	\$20,000
65-70	\$13,000
70+	\$ 5,000

University contribution - 50%

(Paid up life at retirement (10 year enrollment minimum): age 55-69, same level as active employee; age 70+, \$2,000)

- Supplemental Life - 1 or 2 x salary. Employee pays all: no University contribution

- Term Life - \$100,000 - University contribution - 100%

- Tuition Discount for Self - University program

75% of up to 6 hours a semester for full-time employee

75% of up to 3 hours a session for full-time employee

- Bookstore Discount - 10% on purchases over \$1.00

- Athletic Discount - varies

- Discount on Cultural Events - (series) varies

- Travel Accident Insurance

16. §2 In addition, regular, bargaining-unit Language Specialists shall have access to the University Health Center, including the pharmacy; University recreational facilities; the Employee Assistance Program; and other University facilities and programs to the extent the University deems it appropriate to maintain these programs and facilities and make them available to employees, which may be modified from time to time by the University. The facilities of the "student-rec center" shall be made available on a per fee basis the same as the charges paid by students.

16. §3 Regular, bargaining-unit Language Specialists who teach at least three CELCIS classes (15 hours) per semester shall be eligible for participation in the University Tuition Remission Program for spouses and children of eligible employees, up to a lifetime maximum of 120 undergraduate credit hours for each participant.

ARTICLE 17 SENIORITY

17. §1 The bargaining-unit seniority of the original Language Specialists appointed before August 31, 1976 shall be determined by the date of CELCIS hire and, where there is the same date of hire, by the total number of regular CELCIS classes taught. Bargaining-unit seniority shall be used for purposes of work assignments and layoff, as specified in this Agreement.

17. §2 University seniority shall be based on the employee's last date of hire into a regular, fringe-benefit-eligible University position and shall be used for purposes specified in this Agreement.

17. §3 All Language Specialists hired on September 1, 1976 or later shall be probationary employees and shall have no bargaining-unit or University seniority until they have satisfactorily completed two full consecutive years (fall and winter semester and either spring or summer session) during which they teach three or more CELCIS courses each semester and spring or summer session. After successfully completing the probationary period, Language Specialists shall become members of the bargaining unit and shall acquire seniority and their names shall be added to the seniority list, with a seniority date as of the start of the two-year probationary period.

17. §4 A bargaining-unit seniority list is appended to this contract as Appendix-A and shall be updated from time to time as made necessary by changes in the membership of the bargaining unit or changes in the bargaining-unit seniority of unit members.

17. §5 A Language Specialist's bargaining-unit and University seniority shall terminate:

17. §5.1 If he/she quits, retires or is discharged for cause;

17. §5.2 If, following a layoff, he/she fails or refuses to notify the University of his/her intention to return to work within seven calendar days after a written notice of such recall is sent by certified mail to his/her last address on record with the

University or, having notified the University of his/her intent to return, fails to do so within fourteen calendar days after such notice is sent or upon the day established by the University for his/her return, whichever is later;

17. §5.3 If he/she does not return to work directly following the expiration of a leave of absence; or

17. §5.4 If he/she has been laid off for a continuous period in excess of twelve (12) months.

ARTICLE 18 LAYOFF AND RECALL

18. §1 LAYOFFS DUE TO CHANGES IN THE NUMBER OF CELCIS CLASSES OFFERED. The number of CELCIS classes offered in any semester or session shall be determined by the University. CELCIS classes shall be assigned to Language Specialists based on bargaining-unit seniority as provided in this Agreement. Language Specialists shall be laid off in any fall or winter semester or in their regular session in which they are not assigned to teach at least two regular CELCIS classes. Layoff notification shall be issued to the Language Specialist during the first three working days of any semester or the spring session, and thereby, providing at least one semester or two sessions notification prior to actual layoff. During the semester/session prior to layoff the Language Specialist shall be afforded a full appointment equivalent to 15 semester hours or 7.5 session hours. These assignments shall be made in accordance with Article 12.

18. §2 Language Specialists on layoff shall be recalled by bargaining-unit seniority, provided the assignment method specified in this contract results in the Language Specialist being offered the equivalent of three classes (at least two classes and another appropriate assignment) in a semester or session after layoff.

18. §2.1 Layoffs as described in 18. §2 above shall be considered temporary until the Language Specialist has been laid off for a consecutive period of twelve (12) months, at which point the Language Specialist's bargaining-unit and University seniority terminates.

18. §3 LAYOFFS DUE TO THE CLOSURE OF CELCIS. If the University decides to close CELCIS, bargaining-unit Language Specialists shall receive written notice of

permanent layoff at least one semester or one (combined) spring/summer period prior to the effective date of the closure, or pay in lieu of such notice of permanent layoff, equal to their regular pay for the notice period of one semester or one spring/summer period.

ARTICLE 19 LEAVES OF ABSENCE

19. §1 UNPAID PERSONAL LEAVE. A Language Specialist who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay for a period of not less than one month and not more than one year (two semesters and two sessions). Such personal leaves of absence shall be granted or denied at the sole discretion of the University. Seniority shall accrue during the leave as if the employee had been at work. Under exceptional circumstances, a Language Specialist may request an unpaid personal leave for a period longer than a year.

19. §2 UNPAID SICK LEAVE OF ABSENCE. In the event that a bargaining-unit Language Specialist has used all of his/her accumulated paid sick leave and is unable to return to work due to personal illness, injury, or illness or disability arising out of pregnancy or childbirth, the Language Specialist shall be granted an unpaid sick leave of absence, not to exceed twelve (12) months from the last date paid, provided that (1) the Language Specialist has completed his/her probationary period; (2) the request is made in advance in writing, whenever possible, and includes a supporting physician's statement which includes the date that the employee became unable to work and the projected date of return; and (3) the Language Specialist provides the University with a physician's certification of the necessity for a continuation of the leave when the same is requested by the University. The University reserves the right to require a physician's release prior to the employee's return to work from sick leave.

19. §3 NECESSITY LEAVE. In case of a personal necessity, a Language Specialist may, with the approval of the CELCIS Director, receive a short-term leave with full compensation of up to five (5) working days excluding Saturdays, Sundays and University-recognized holidays. The University will pay for a substitute, but the Language Specialist shall remain responsible for the lesson plans and work to be accomplished in class, if possible in the situation. This leave, which is available on an annual basis and is noncumulative, is intended to respond to personal and unexpected "requirements in life," but is not intended to be cumulative with other forms of paid leave (see Article 20). The disapproval of necessity leave is not grievable.

19.§4 MILITARY LEAVE. A Language Specialist who enters the military service of the United States shall be granted a leave of absence and reinstatement privileges as described by applicable law.

19.§5 RESERVE DUTY LEAVE. Leave of absence without pay will be granted to Language Specialists active in the National Guard or a Reserve branch of the Armed Forces for the purpose of fulfilling their annual obligations and/or when called out due to temporary civil disturbances. The Language Specialist must notify the CELCIS Director in writing as soon as possible after receipt of his/her orders and state the duration of the leave.

19.§6 FUNERAL LEAVE. Language Specialists may request a leave of absence without loss of pay not to exceed FIVE (5) days, ending no later than the day following the day of the funeral, to make arrangements for and/or attend the funeral of a current spouse, the Language Specialist's and/or the Language Specialist's current spouse's children, grandchildren, parents, grandparents, brothers or sisters. The leave shall be granted provided that the Language Specialist notifies the CELCIS Director of the impending absence and, if requested by the University, provides certification of death and of the Language Specialist's relationship to the deceased prior to receiving paid funeral leave. Seniority and benefits shall continue to accrue during a funeral leave.

19.§7 JURY DUTY. A Language Specialist who has completed his/her probationary period and who is summoned and reports for jury duty as prescribed by applicable law, shall be eligible for jury duty leave. For each day on which the Language Specialist performs jury service, on which he/she was scheduled to work for the University, he/she shall be paid the difference between what he/she earned from his/her jury duty fees and what he/she would have earned from his/her employment with the University that day based on his/her regular rate of pay.

19.§7.1 An employee shall report promptly to work when he/she is excused from jury duty, provided he/she is excused during his/her regularly-scheduled work day. If he/she is excused at a time outside his/her regularly-scheduled work day, he/she shall promptly report at the start of his/her next regularly-scheduled work day. Failure of the employee to do so shall cause him/her to forfeit all right and claim to jury duty pay from the University.

19.§7.2 This section does not apply to employees who volunteer for jury duty, and the University's obligation to pay for jury duty shall be limited to a maximum of forty-five (45) days in any calendar year.

19. §7.3 Language Specialists must notify the CELCIS Director in advance of the jury date by a copy of the summons as soon as the employee receives the summons, and must apply for jury duty pay in accordance with procedures developed by the Department of Human Resources. If the employee fails to do so, he/she shall not be eligible for jury duty pay.

19. §7.4 Seniority and benefits shall continue to accrue during jury duty leave of no more than forty-five (45) days in any calendar year.

19. §8 PERSONAL/PROFESSIONAL LEAVE. Five (5) days of paid personal/professional leave shall be available during each academic year to provide a release from duties to resolve personal situations, attend professional meetings appropriate to CELCIS, or to fulfill other personal responsibilities. This leave is not to be construed as entitled annual leave, does not accumulate from year to year and is not intended for use in conjunction with other leaves. This leave is expected to be used in a judicious manner. The Language Specialist should inform the Director of the anticipated leave in a timely manner and is responsible for preparing lesson plans for the period of absence as is possible within the constraints of the situation. A substitute may be hired by the Director at the discretion and expense of Western.

19. §9 Except as otherwise specifically provided herein, leaves of absence shall be without benefits, and seniority shall continue to accrue during the leave.

ARTICLE 20 FAMILY MEDICAL LEAVE ACT

20. §1 FAMILY AND MEDICAL LEAVE ACT ("FMLA"). The provisions of this article are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act will prevail. The FMLA provisions do not impair any rights granted under other sections of this article or other provisions of this agreement.

20. §1.1 *Eligibility.* A bargaining-unit member is eligible, effective September 6, 1993, for a FMLA leave if he/she has been employed by WMU for at least the equivalent of one academic year during the prior, twelve (12) months and at least 1200 hours (150 days) during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences,

whichever comes first. The designation of the effective date of the leave is not intended to allow a leave for twelve (12) weeks just prior to and twelve (12) weeks just after that date. Such accumulation of leave may be disallowed.

20. §1.2 *Purpose.* An eligible bargaining-unit member, upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

20. §1.2.1 for the birth of a son or daughter of the member and to care for such child.

20. §1.2.2 for the placement of a child with the member for adoption or foster care.

20. §1.2.3 to care for a spouse, child, or parent of the member or a member's spouse if the former has a serious health condition, or

20. §1.2.4 because of a serious health condition of the member, which renders him/her unable to perform the functions of the member's position. In this situation, the bargaining-unit member is granted up to a maximum of two hundred (200) working days of paid sick leave for the fiscal year, in lieu of the unpaid FMLA leave, under the provisions Article 21.

20. §1.3 *Benefits.* 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 bargaining-unit member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position other than that to which the member would have been entitled had the member not taken the leave.

20. §1.4 *Return to Position.* Bargaining-unit 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 member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If an equivalent position is provided, the unit member will be restored to the original position in a timely manner.

20. §1.5 *Health Benefits.* During the period of a FMLA leave, Western 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 of the coverage would have been provided if the member had continued in employment for the duration of the leave. Western shall have the right to recover the premiums paid for maintaining coverage for the Employee under such group health plan during the period of a FMLA leave if the 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 Article 21, Paid Sick Leave of this Agreement, or other circumstances beyond the member's control. In this situation, Western may require certification of inability to return to work as specified and allowed by the FMLA.

20. §1.6 *Annual Leave.* If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse or child who has a serious health condition, the bargaining-unit member is first required to exhaust any available paid annual leave and necessity leave as a part of the twelve weeks of FMLA provided unpaid leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

20. §1.7 *Birth Year.* 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 commences, it will expire no later than the end of the twelve (12) month "birth year." For example, a bargaining-unit member who requests a leave at the start of the eleventh month (of the twelve (12) month birth year counted from the date of birth or placement) is entitled to only eight (8) workweeks of unpaid leave (months 11 and 12). Upon request of the bargaining unit member and the recommendation of the department, the Executive Director may approve an unpaid leave to immediately follow the FMLA leave.

20. §1.8 *Spouses Employed.* Spouses, both of whom are employed by Western 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 the child for adoption or foster care, or for the care of a parent with a serious health condition. However, each bargaining unit member may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.

20. §1.9 *Notification of Birth.* An eligible bargaining-unit member who foresees that he/she 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 CELCIS Director and the Executive Director, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.

20. §1.10 *Notification of Medical Treatment.* An eligible bargaining-unit member who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, child or parent, should notify, in writing, the CELCIS director as early as possible so that the absence can be scheduled at a time least disruptive to the University operations. Such a member must also give at least thirty (30) calendar days written notice, unless impractical in which case the bargaining unit member must provide a written notice as circumstances permit.

20. §1.11 *Health Provider's Statement.* If the requested leave is to care for a spouse, child or parent who has a serious health condition, the bargaining unit member may be required to file with Western in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the member is needed for such care.

20. §1.12 *Alternative Assignment.* Under normal circumstances, a class should be conducted from beginning to end by a single instructor. Leaves taken under this article have the potential of disrupting classes, since the classes will be taught by more than one instructor. In order to keep this disruption to a minimum, Western may deem it wise not to return the faculty member to the classroom for the conclusion of the semester in which a leave is taken. In these cases Western may require the faculty member to transfer temporarily to an alternative position, offered by Western, for which the member is qualified and which has equivalent pay and benefits.

20. §1.13 *Intermittent Leave.* A leave taken under §1.2.1 or §1.2.2 above shall not be taken intermittently or on a reduced leave schedule unless Western and the bargaining-unit member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken 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, Western may require the member to transfer temporarily to an available alternative position

offered by Western for which the member is qualified and that has comparable pay and benefits and better accommodates recurring periods of leave than the member's regular position.

20.§1.14 *Inform Western.* A bargaining-unit member on an approved FMLA leave should keep the CELCIS director informed regarding her/his status and intent to return to work upon conclusion of the leave.

20.§1.15 *Opinion Verification.* In any case in which Western has reason to doubt the validity of the health care provider's statement or certification for leaves taken under §2.2.4, Western may, at its expense, require a second opinion. If the second opinion differs from the first, a third opinion from a health provider mutually acceptable to Western and the Association will be provided at Western's expense. The opinion of the third health provider will be final.

ARTICLE 21 PAID SICK LEAVE

21. §1 SICK LEAVE CREDIT. Regular Bargaining-unit Language Specialists shall be credited with sick leave benefits on the basis of five (5) days per semester (Fall and Winter) and two and one-half (2½) days per session (Spring and Summer) provided they are teaching at least three regular CELCIS classes in the semester or session. Language Specialists teaching fewer than three regular CELCIS classes shall be credited with sick leave on a pro-rated basis. Credit for sick leave will be granted at the start of each semester or session. Sick leave will be permitted to accumulate to a maximum of fifteen (15) days per fiscal year but not to exceed a total of two hundred (200) days.

21. §2 ACCUMULATION IN THE EVENT OF ILLNESS. Sick leave benefits shall be credited as long as the Language Specialist is on the payroll, even though he/she is absent from duty because of illness or injury.

21. §3 USE OF SICK LEAVE CREDIT. Sick leave may be used for any period of the year in which a Language Specialist is scheduled to be on the active payroll but is unable to work due to personal illness or injury, but only for the number of days the faculty member is scheduled to receive remuneration, subject to the following provisions:

21. §3.1 A Language Specialist may not use more than 200 sick leave days during any fiscal year (July 1 through June 30). Sick leave pay shall never exceed the amount the Language Specialist would have earned had he/she been able to work

and shall not exceed salary for three CELCIS classes in any semester or session, unless the Language Specialist was teaching four CELCIS classes at the time he or she became unable to work, in which case sick pay for that semester or session only shall be based on four classes.

21. §3.2 All absences of the Language Specialist due to illness or injury of one-half (½) day or more will be debited against the Language Specialist's accumulated bank of sick leave, regardless of whether CELCIS absorbs the workload or provides a substitute.

21. §3.3 If a Language Specialist elects to use sick leave while off duty because of a compensable injury and receives his/her full salary, part of the sick leave credit may be regained by depositing his/her Workmen's Compensation check with the University. Sick leave credit will be computed by dividing the total of Workmen's Compensation payments by the Language Specialist's rate of pay per day.

21. §3.4 Western reserves the right to request a physician's statement or sworn affidavit that the claim for sick leave is bona fide as a condition precedent to the allowance of paid sick leave.

21. §3.5 When a Language Specialist has used all of his/her sick leave credit, he/she will be removed from the payroll until he/she returns to duty.

21. §3.6 The sick leave provisions herein set forth also shall apply to disabilities resulting from pregnancy and/or childbirth.

ARTICLE 22 ACCOMMODATION FOR DISABILITY

22. §1 DEFINITION. The Americans with Disabilities Act (ADA) extends civil rights protection in hiring, promotion and other terms of employment by barring discrimination against an individual because of a disability, perceived disability, a record of a disability or a relationship to someone with a disability. Companion state legislation is defined in the Michigan Handicappers Civil Rights Act, and the provisions in both pieces of legislation pertain to Western.

22. §1.1 An employee with a disability, which is defined as a physical or mental impairment which substantially limits one or more of the major life activities, is protected by the ADA if he or she is otherwise qualified for the position at issue and

is able to perform the essential functions of that position with or without accommodation. With certain exceptions defined by law, such an employee is entitled to reasonable accommodation of any disability.

22.§1.2 On the basis of the ADA, an identified disability is a physical or mental impairment which substantially limits one or more of the major life activities. The act provides for reasonable accommodation or change in work environment, without imposing undue hardship on the institution or threatening the safety of co-workers, but which will allow an otherwise qualified individual to perform the essential functions of the position. The individual must be qualified to perform the essential or fundamental functions, as opposed to marginal duties, associated with the position and to be able to perform such functions with or without a reasonable accommodation.

22.§2 PROCEDURE. The University will establish both a procedure and a process for reviewing requests and awarding appropriate accommodations to unit members with an identified disability under this law. These procedures include periods of review which are intended to establish a timely process, but given the nature of the requests and complexity of medical matters, both parties agree to extend the time limits based upon a reasonable request by the other party.

22.§2.1 The University will identify an ADA officer and appoint a review committee of five (5) persons which shall include representatives from the offices of: 1) the general counsel; 2) the health center; 3) the provost; 4) Human Resources; and 5) the relevant College or other administrative office.

22.§2.2 The committee members need not be standing members and may vary with the nature of the disability and/or requested accommodation.

22.§2.3 The ADA officer will receive all requests for accommodation by unit members under this act and will provide or make arrangements for an accommodation or schedule and hold a review meeting to review that request within fourteen (14) calendar days of the receipt of the request.

22.§3 MEDICAL OPINION. If any difference of opinion between the review committee and the unit member is based upon the nature or interpretation of a medical opinion, Western shall ask for a review by a second health professional as appropriate to the disability. If the second opinion disagrees with the first, a third shall be identified by mutual agreement of the Association and the opinion solicited shall be final and binding upon both parties. Such

opinions shall not be solicited from an employee or an independent contractor with an established relationship to the University. Such requests and reviews must be completed in a timely manner to meet as closely as is reasonable, the schedule of the review process. The professional decisions may not be grieved at any time under the grievance process described in this Agreement.

22. §4 REQUEST. A request for accommodation under the ADA law shall include:

22. §4.1 an identification and/or description of the disability supported by a health professional's statement or other proof of disability;

22. §4.2 an assertion of the manner in which the disability interferes with the functions of the position;

22. §4.3 a description of the preferred accommodation; and

22. §4.4 the request shall be identified as a request for an accommodation under the ADA law, must be made within 182 days after the need for accommodation becomes known, shall be presented to the ADA officer as a complete and written document which includes the components 1-3 cited above, and shall be signed by the unit member.

22. §5 APPEAL. If the unit member is dissatisfied with the accommodation he/she may request an appeal conference with the review committee within 15 working days after the initial decision by that review committee, and the ADA officer shall schedule a review committee meeting within seven (7) working days of the request. After the appeal conference with the committee, the ADA officer shall prepare the final decision rendered by the committee and so notify the unit member within five days. The decision by the review committee following the appeal shall be considered final and shall not be grieved through the grievance process recognized in this Agreement.

ARTICLE 23 PROFESSIONAL DEVELOPMENT

23. §1 PROGRAM ACCESS. Effective with the implementation of the 1991-94 contract, bargaining-unit members will be eligible to apply for participation in the faculty development programs, subject to the conditions established by the Director of Instructional Development and the written approval of the Western Michigan University Chapter of the American Association of University Professors.

23. §2 FACULTY EXCHANGE PROGRAM. Effective with the implementation of the 1991-94 contract, bargaining-unit members will be eligible to apply for participation in the Faculty Exchange Program, subject to the conditions established by the Office of International Affairs.

ARTICLE 24 RETIREMENT

24. §1 ELIGIBILITY. In order for a Language Specialist to be eligible for University retirement fringe benefits and to be considered a University retiree he/she: 1) must have completed at least ten (10) years of full-time service at the University prior to the effective date of retirement in a fringe-benefit-eligible University position, and 2) must be at least fifty-five (55) years old, and 3) must have submitted his/her retirement letter to Western at least one full semester prior to the effective date of retirement. Requirement 3) above may be waived in writing by Western.

24. §1.1 *Fringe Benefits*. The group life insurance schedule for the retiree shall remain the same as before retirement with the University paying the full premium if the Language Specialist participated in the group life insurance plan for ten (10) years prior to retirement. The coverage shall be the same as if the Language Specialist were still employed, except that it shall be \$2,000 at age 70+ for a retiree.

24. §1.2 *Early Retirement*. A Language Specialist who elects early retirement shall remain in the full Hospital/Medical plan on the same basis as before retirement until he/she attains age 65, at which time the Hospital/Medical plan becomes supplemental to Medicare.

24. §1.3 *Miscellaneous Fringe Benefits*. Bargaining-unit retirees shall be entitled to certain miscellaneous fringe benefits. These benefits include a University identification card, which may provide access to programs and facilities as determined by individual University departments and units. These benefits include discounts on certain athletic events, cultural programs and bookstore purchases; use of Sindecuse Health Center Pharmacy; use of recreation facilities; the Zest for Life Program and parking. The University reserves the right to modify such benefits.

24. §1.4 *Retirement Incentive.* A retirement incentive of \$19,000 shall be made available for each of two language specialists under the following conditions:

1. The Language Specialist must notify Western on or before June 1, 1995 of his/her intent to retire; and
2. The Language Specialist must retire and receive the retirement incentive no later than January 2, 1996.

**ARTICLE 25
NO STRIKE-NO LOCKOUT**

25. §1 The Association agrees that, during the life of this Agreement, the Association, its officers, affiliates, agents and members shall not authorize, instigate, aid or engage in any strike, slowdown, stoppage of work, or any concerted acts that interfere with the normal and efficient operation of the University. The University agrees that, during the same period, there will be no lockouts.

25. §2 The University shall have the right to discipline or discharge Language Specialists who engage in conduct proscribed by this article.

**ARTICLE 26
WAIVER CLAUSE**

26. §1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Association, for the life of this Agreement, each waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 27
SAVINGS PROVISION**

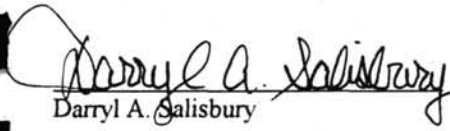
27.§1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the University and the Association shall enter into collective bargaining for the purpose of negotiating a mutually-satisfactory replacement for such provision.

ARTICLE 28
DURATION

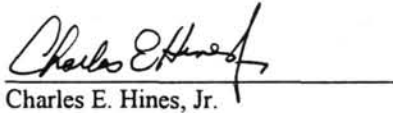
THIS AGREEMENT shall become effective as of the 1st day of September, 1994, and, except as hereinafter set forth, shall continue in full force and effect until 12:01 a.m. on the 1st day of September, 1997, and for continuing periods of one (1) year thereafter unless a written notice is served by one party upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

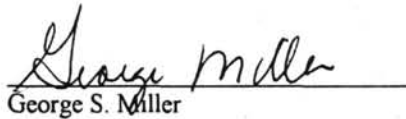
This Agreement is signed in Kalamazoo, Michigan on this 16th day of MAY, 1995.

ASSOCIATION OF LANGUAGE
SPECIALISTS--WMU/AAUP

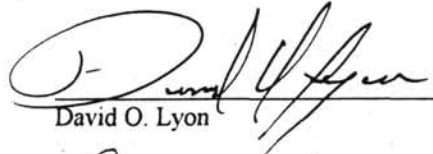

Darryl A. Salisbury

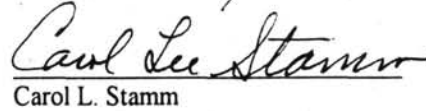

Lovette J. Teichert


Charles E. Hines, Jr.

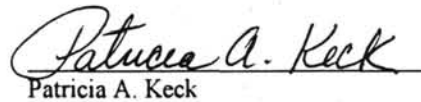

George S. Miller

WESTERN MICHIGAN UNIVERSITY


David O. Lyon


Carol L. Stamm


Laura L. Latulippe


Patricia A. Keck

APPENDIX A
BARGAINING-UNIT SENIORITY LIST

The Language Specialist with the most bargaining-unit seniority is at the top of the list and the others following are in descending order of bargaining-unit seniority:

Darryl A. Salisbury	1 September 1975
Pamela Keesler	1 September 1975
Robert J. Dlouhy	2 September 1975
Marilyn Van Hare	15 December 1975
Onsi Fares	29 June 1976
Lovette Teichert	16 August 1976
Mary Lu Light	29 August 1988
Ila Baker	11 May 1992

APPENDIX B
RULES OF CONDUCT

Section 1. For violation of any of the following rules, an employee shall be subject to penalties ranging from a formal written warning notice up to, and including, discharge.

- A. Neglect of duty;
- B. Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employee's safety and health;
- C.
 - 1. Immoral or indecent conduct on University property
 - 2. Conviction of a felony or
 - 3. Conviction of a misdemeanor involving moral turpitude while an employee of the University;
- D. Intentional falsification of personnel records, payroll reports, or other University records;
- E. Theft, intentional destruction, or defacing of University, employee, or student property;
- F. Deliberate or careless conduct endangering the safety of self or other employees, including the provocation or instigation of a fight during working hours or on University property;
- G. Consuming alcoholic beverages while on duty, except at approved University functions, or the possession or consumption of illegal drugs while on duty;
- H. For other offenses of equal magnitude to the above.

Section 2. For the commission of any of the following offenses, an employee shall receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, he/she shall, along with the third such notice, receive a disciplinary layoff from work without pay for a period of time not less than one (1) working day or more than one (1) work week, commensurate with the severity of the accumulated offenses.

If an employee receives four (4) written warning notices, (for the same or different offenses) within a period of twelve (12) consecutive months, the employee shall, at the time of the issuance of the fourth such notice, be subject to discharge.

- A. Excessive absenteeism;
- B. Excessive tardiness;

- C. Inattentiveness to work; failure to start work at the designated time; quitting work before proper time or leaving assigned work area, building, or project during working hours without authorization from appropriate supervisor;
- D. Posting unauthorized materials on walls or bulletin boards; defacing or removing authorized material from bulletin boards;
- E. Abusive, threatening, or coercive treatment of another employee while on duty or on University property;
- F. Violation of a safety rule or safety practice;
- G. Smoking in posted prohibited areas;
- H. Reporting for work in an unsafe condition which includes, but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports shall be sent home for the remainder of the day without pay;
- I. Failure to report for work without giving the supervisor or department head notice of absence within two (2) hours after the beginning of the scheduled work day;
- J. Vending, soliciting, or collecting contributions on the University's time or premises without prior appropriate authorization from the University;
- K. Gambling, lottery, or any other game of chance on the employer's premises during working hours;
- L. Knowingly admitting an unauthorized person or persons into any locked or restricted building or area of the campus;
- M. Any other offense of equal magnitude to the above.

Yvonne c:\wp61\WIN\celcis94.con

APPENDIX C
PAY SCHEDULE

The following pay schedule delineates the pay rates as described in Article 15: Compensation, and is presented by Language Specialist seniority (APPENDIX A).

C. §1 Effective Fall Semester, 1994, regular bargaining-unit Language Specialists shall be paid the following rates per class ("credit") hour for the teaching of regular (five-hour) CELCIS classes:

Seniority Date of 9-1-75 and Before

1. Fall and Winter Classes: \$766.48 per class ("credit") hour;
2. Spring and Summer Classes: \$383.24 per class ("credit") hour.

Seniority Date of 9-2-75 to 9-1-91

3. Fall and Winter Classes: \$750.88 per class ("credit") hour;
4. Spring and Summer Classes: \$375.44 per class ("credit") hour.

Seniority Date of 9-2-91 and After

5. Fall and Winter Classes: \$700 per class ("credit") hour;
6. Spring and Summer Classes: \$350 per class ("credit") hour.

C. §2 Effective Fall Semester, 1995, regular bargaining-unit Language Specialists shall be paid the following rates per class ("credit") hour for the teaching of regular (five-hour) CELCIS classes:

Seniority Date of 9-1-75 and Before

1. Fall and Winter Classes: \$789.47 per class ("credit") hour;
2. Spring and Summer Classes: \$394.74 per class ("credit") hour.

Seniority Date of 9-2-75 to 9-1-91

3. Fall and Winter Classes: \$773.41 per class ("credit") hour;
4. Spring and Summer Classes: \$386.70 per class ("credit") hour.

Seniority Date of 9-2-91 and After

5. Fall and Winter Classes: \$721 per class ("credit") hour;
6. Spring and Summer Classes: \$360.5 per class ("credit") hour.

C. §3: Effective Fall Semester, 1996, regular bargaining-unit Language Specialists shall be paid the following rates per class ("credit") hour for the teaching of regular (five-hour) CELCIS classes:

Seniority Date of 9-1-75 and Before

1. Fall and Winter Classes: \$813.15 per class ("credit") hour;
2. Spring and Summer Classes: \$406.58 per class ("credit") hour.

Seniority Date of 9-2-75 to 9-1-91

3. Fall and Winter Classes: \$796.61 per class ("credit") hour;
4. Spring and Summer Classes: \$398.30 per class ("credit") hour.

Seniority Date of 9-2-91 and after

5. Fall and Winter Classes: \$742.63 per class ("credit") hour;
6. Spring and Summer Classes: \$371.32 per class ("credit") hour.

LETTER OF UNDERSTANDING

between

Western Michigan University

and the

Association of Language Specialists

Salary Reduction Agreement (SRA)

The following constitutes a Letter of Understanding between Western Michigan University and the members of the Association of Language Specialists regarding the deposit of monies into the SRA contracts described in Article 15 of the 1994-97 contract. This Letter of Understanding pertains only to the process by which the deposits shall be made and does not cause or imply a change in the amount of, or eligibility for, the benefit as described in Article 15 of the contract.

1. **The Salary Reduction Agreement.**

Deposit of funds into an SRA account requires authorization of a salary reduction agreement by the Language Specialist. As specified in Article 15, ratification of the contract constitutes agreement to sign the SRA allowing Western to make contributions to an SRA in the name of the Language Specialist. A copy of the SRA is appended to this Letter of Understanding.

2. **Regulations and Procedures of Deposit.**

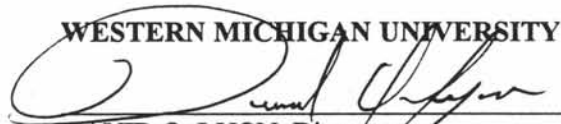
The amount of the contribution, as specified in the contract, is subject to FICA contributions and will be decreased by the appropriate amount to meet federal requirements. In addition, the Western payroll computer system which generates the contributions cannot be programmed to designate a contribution without a salary check and cannot be programmed to write a salary check for zero (\$0) dollars. Therefore, a salary check of minimal amount will be written at the time of contribution. This check will be less than two (\$2) dollars.

3. **The Deposit of Funds.**

One-quarter (1/4) of the contractual amount for the eligible Language Specialists will be deposited into the SRA account approximately on a quarterly basis and said dates of contribution are defined as: at the end of Winter semester (on or about April 30), at the end of Spring session (on or about June 30), at the end of Summer session (on or about August 31), and at the end of the Fall semester (on or about December 31). Contributions will be authorized during each tax year, 1995, 1996, and 1997 accordingly, and shall be made on the University salary date which most closely precedes the dates listed above, even though the Language Specialist may not be entitled to receive or actually receive a salary check on that date. Since the contract expires on September 1, 1997, Western will make every effort to complete the contractual contributions during the final year (1997) of the contract in thirds using the April, June and August dates as described above, unless federal rules pertaining to salary require quarterly payments.

This Letter of Understanding is adjunctive to the 1994-97 contract and obligates Western to make the contractual contributions to the currently approved SRA account(s) selected by eligible Language Specialists on the schedule herein described.

WESTERN MICHIGAN UNIVERSITY



DAVID O. LYON, Director
Academic Collective Bargaining and Contract
Administration

Yvonne c:\wp61\CELCIS\lofu.sra

WESTERN MICHIGAN UNIVERSITY

SALARY REDUCTION AGREEMENT FOR CALENDAR YEAR 19__

Name _____ Social Security No. _____ - _____ - _____
 Address _____
 Home Telephone _____ Work Telephone _____
 Department _____ Position _____

Base Retirement Plan: _____ TIAA-CREF _____ MPSERS Basic _____ MPSERS MIP
 Non-Taxable Medical Conversion? _____ Yes _____ No
 Non-Taxable Dependent Care Program? _____ Yes _____ No

I elect to defer 100% of my Western Michigan University Supplemental Payment (\$_____ (less applicable FICA taxes)) paid to me at the end of each semester/session.

Salary Reduction Program and Investment Selection:
 _____ % TIAA-CREF _____ % TIAA-CREF _____ % Fidelity _____ % Calvert
 TSA SRA

Please write in the actual percentage or dollar amount you wish to contribute to each investment account. For example: if you contribute 12% with 1/3 going to TIAA-CREF, 1/3 going to Fidelity and 1/3 going to Calvert, write 4% on each line.
 TO CHANGE YOUR ALLOCATION AT TIAA-CREF, PLEASE CALL 1-800-842-2252. TO CHANGE YOUR ALLOCATION AT FIDELITY.

AUTHORIZATION AND AGREEMENT FOR SALARY REDUCTION

I elect to have my gross salary from Western Michigan University reduced for contributions to either SRA or TSA with TIAA-CREF, Fidelity Investments, or Calvert. The amount and program are indicated above.

I agree that I am solely responsible for determining that the amount of salary reduction listed above does not exceed my Maximum Exclusion Allowance as defined in Section 403(b)(2) of the Internal Revenue Code. Western Michigan University will provide any available information from their records which is necessary to enable me to make these tax determinations.

I understand that I may set my reduction amount only once per calendar year. I further understand that this is a binding agreement and will continue until I have reached my maximum salary reduction possible under my Maximum Exclusion Allowance or I terminate this agreement.

Signature of Participant _____ Date Signed _____

FOR INTERNAL USE ONLY

____ New _____ Stop Contributions
 ____ Increase _____ Change of Allocation
 ____ Decrease _____ Maximum \$ _____
 _____ Maximum % _____

*Be sure you have completed an application before choosing a new investment option.

Keep the top copy for your records and send the other two to SDMG Investment Advisory Services

WESTERN MICHIGAN UNIVERSITY

SALARY REDUCTION AGREEMENT FOR CALENDAR YEAR 19__

Name _____ Social Security No. _____ - _____ - _____
Address _____
Home Telephone _____ Work Telephone _____
Department _____ Position _____

Base Retirement Plan: ___ TIAA-CREF ___ MPSERS Basic ___ MPSERS MIP

Non-Taxable Medical Conversion? ___ Yes ___ No
Non-Taxable Dependent Care Program? ___ Yes ___ No

Salary Reduction amount per pay period _____%. In addition, I elect to defer 100% of my Western Michigan University Supplemental Payment (\$_____ {less applicable FICA taxes} paid to me at the end of each semester/session)

Salary Reduction Program and Investment Selection:*

_____ % TIAA-CREF _____ % TIAA-CREF _____ % Fidelity _____ % Calvert
 TSA SRA

Please write in the actual percentage or dollar amount you wish to contribute to each investment account. For example: if you contribute 12% with 1/3 going to TIAA-CREF, 1/3 going to Fidelity and 1/3 going to Calvert, write 4% on each line.

AUTHORIZATION AND AGREEMENT FOR SALARY REDUCTION

I elect to have my gross salary from Western Michigan University reduced for contributions to either SRA or TSA with TIAA-CREF, Fidelity Investments, or Calvert. The amount and program are indicated above.

I agree that I am solely responsible for determining that the amount of salary reduction listed above does not exceed my Maximum Exclusion Allowance as defined in Section 403(b)(2) of the Internal Revenue Code. Western Michigan University will provide any available information from their records which is necessary to enable me to make these tax determinations.

I understand that I may set my reduction amount only once per calendar year. I further understand that this is a binding agreement and will continue until I have reached my maximum salary reduction possible under my Maximum Exclusion Allowance or I terminate this agreement.

Signature of Participant _____ Date Signed _____

FOR INTERNAL USE ONLY

___ New	___ Stop Contributions
___ Increase	___ Change of Allocation
___ Decrease	Maximum \$ _____
	Maximum % _____

*Be sure you have completed an application before choosing a new investment option.

Keep the top copy for your records and send the other two to SDMG Investment Advisory Services

LETTER OF UNDERSTANDING

between

Western Michigan University

and the

Association of Language Specialists

Retirement Incentive

Article 24. §1.4.2 reads:

The Language Specialist must retire and receive the retirement incentive no later than January 2, 1996.

That phrase is understood to mean the "constructive receipt" of the retirement incentive. The Language Specialist who declares January 2, 1996 as the date of retirement is considered to have received the "retirement incentive" on that day, even though the actual payment may not be delivered until later that month. That section of the contract is intended to allow the retiring Language Specialist to receive the incentive in the 1996 tax year.

WESTERN MICHIGAN UNIVERSITY



DAVID O. LYON, Director
Academic Collective Bargaining and
Contract Administration

Date: April 13, 1995

