

# AGREEMENT

*between*

EASTERN MICHIGAN UNIVERSITY

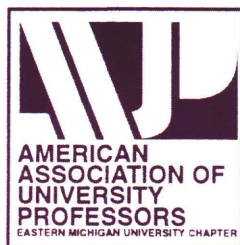
*and*

EASTERN MICHIGAN UNIVERSITY

AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

*September 1, 2000 – August 31, 2004*



EASTERN MICHIGAN UNIVERSITY™





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Agreement between  
Eastern Michigan University  
and the Eastern Michigan University Chapter of the  
American Association of University Professors  
September, 2000

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# AGREEMENT

- 1 Agreement entered into this first (1st) day of September, 2000, by and between Eastern Michigan University (hereinafter “EMU” or “University”) and the Eastern Michigan University Chapter of the American Association of University Professors (hereinafter “EMU-AAUP” or “Association”).



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# ARTICLE I.

## DEFINITIONS

- 2 A. "EMU" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agent.
- 3 B. "Association" means Eastern Michigan University Chapter of the American Association of University Professors.
- 4 C. "Faculty Member" means a person employed in the Bargaining Unit as defined in Article III.
- 5 D. "Unit" or "Bargaining Unit" means the Faculty Members collectively covered by Article III.
- 6 E. For purposes of this Agreement, "Domestic Partnership" shall be defined as a relationship of mutual care, support, and commitment in which the Faculty Member and his/her domestic partner are: (1) of the same gender; (2) at least 18 years of age; (3) not related by blood in a way that would prevent them from being legally married if they were not the same gender; (4) sharing a common residency; (5) not maintaining any other domestic partnership or marriage; (6) financially responsible for each other's well being. In addition, the domestic partners must provide signed and notarized registration as a Domestic Partnership, either publicly or privately, with a municipality offering formal registration.
- 7 F. Pronouns of masculine and feminine gender include each other.

# ARTICLE II.

## GENERAL PURPOSE AND INTENT

- 8 EMU and the Association recognize their responsibilities under federal, state, and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of civil rights.
- 9 The parties agree that neither shall discriminate on the basis of race, creed, sex, color, age, marital status, nationality, political belief, or for participation in or affiliation with any labor organization. The parties agree further, pursuant to relevant sections of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and Michigan civil rights legislation, that there shall be no unlawful discrimination. This paragraph shall be subject to the Grievance Procedure but not arbitrable.
- 10 The parties agree that they shall not discriminate on the basis of any Bargaining Unit member's sexual orientation.
- 11 Faculty Members, while not conducting their Faculty responsibilities, shall have the same rights to participate in political activities as other citizens. This statement shall not be construed to constitute an infringement upon the academic freedom of any Faculty Member.

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- 12 EMU and the Association agree that the provisions of this Agreement shall apply to all Faculty Members without discrimination.
  - 13 EMU and the Association fully affirm the principle of academic freedom in both teaching and research. The right of academic freedom shall be the right of every Faculty Member.
  - 14 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of EMU and the Association. EMU and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives.

## ARTICLE III.

### RECOGNITION OF ASSOCIATION

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

\*In accordance with MERC cases #R75J-427 and R76A-1.

## ARTICLE IV.

### EMU'S RIGHT TO MANAGE

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

## ARTICLE V.

### ASSOCIATION RIGHTS

#### 19 A. Information Furnished to the Association

EMU shall furnish the following information and data to the Association:

- 20 1. A list of the members of the Bargaining Unit, showing the name, rank, percentage of Fall/Winter appointment, salary, department, tenure status, date of tenure, time in rank, highest relevant academic degree, date of highest relevant academic degree, and date of birth. If a Faculty Member has a split appointment, the percentages of his/her appointment shall be combined and the area where the Faculty Member holds the greatest percentage of appointment reflected as his/her department. Such list shall be furnished within sixty (60) calendar days after the execution of this Agreement and within sixty (60) calendar days after the beginning of each semester thereafter. Interim changes, including promotions, terminations, and changes to and from administrative status or part-time employment, shall be furnished within thirty (30) calendar days of the end of the month in which the change occurs. Tentative notice of names and addresses of newly hired Faculty Members shall be furnished within fifteen (15) working days of the date such Faculty Members first appear on the payroll and receive a paycheck. A list of Faculty W-2 salaries shall be provided the Association within forty-five (45) days after the end of the calendar year.
- 21 2. A list of non-bargaining unit employees (e.g. lecturers) whose principal responsibility is teaching and/or professional library service, showing the name, department, current percentage of appointment and most recent date of hire. Such list shall be furnished within twenty (20) working days following the close of each semester.
- 22 3. A list of all Continuing Education classes, showing the course number, day, time, and location for each class taught, and the name of the Faculty Member or lecturer assigned each class and his/her rate of pay. Such list shall be furnished within thirty (30) calendar days following the close of each semester.
- 23 4. Copies of minutes of official meetings of the Board of Regents, General Fund Operating Budgets (including all midyear amendments), Budget Requests, Program Revision Requests, Resource Plans (including all midyear updates or revisions) and the Annual Audited Financial Statement as approved by the Board of Regents for submission to the State Offices.
- 24 5. Section master listings as of the date of the "HEGIS" count. Such listings shall be furnished to the Association when furnished to the State Department of Management and Budget.
- 25 6. Other documents specifically requested from time to time by the Association that are necessary to the EMU-AAUP's administration of this Collective

Bargaining Agreement pursuant to the provisions of the Michigan Public Employment Relations Act. Any such documents that are routinely reproduced for dissemination to the general public without charge shall be provided at no cost to the Association. Other documents shall be provided to the Association at a cost of \$0.06 per page.

26 B. Association Use of Facilities and Services

- 27 1. The Association and Association officers shall, for the purpose of carrying out  
the business of the Association, have the right to hold meetings in University  
facilities at such times and places as may be reasonably designated by EMU.
- 28 2. The Association shall have the right to post notices of its activities and matters  
of Association concerns on bulletin boards designated by EMU.
- 29 3. The Association shall have the right to send the Association Newsletter and  
other Association notices to Faculty Members through the EMU mail service  
provided such use of the mail shall not cause an unreasonable load on such system.
- 30 4. The Association shall have the use of a University telephone line in its office.  
All costs, including charges for installation and use, shall be the responsibility  
of the Association.
- 31 5. The Association shall have the right to have up to three (3) telephone numbers  
listed in the campus telephone directory.
- 32 6. EMU shall provide the Association four (4) service parking permits for the  
Association Officers and staff.

33 C. Released Time

- 34 1. A Grievance Officer designated by the Association shall be granted one-half  
(1/2) released time during the terms or semesters he/she teaches for the purpose  
of acting on behalf of Faculty Members in the grievance procedure.
- 35 2. Three-fourths (3/4) of one FTEF released time shall be provided to Association  
members during the academic year for service that is performed for the mutual  
benefit of the Association and the University, subject to the following conditions:
- 36 a. No Association member shall receive more than one-half (1/2) released time  
in any one term.
- 37 b. The Association shall notify the University at least thirty (30) days prior to  
the commencement of a released time assignment, except as provided  
herein. Said notification shall include the name of the Faculty Member to  
receive the released time and the purpose of the released time. The thirty

(30) day notification period may be waived by mutual consent of the parties if a Faculty Member previously scheduled for released time is unable to accept the assignment.

38 D. Insurance Coverage for Association Employees

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

40 E. Selection of Negotiators

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

42 F. Copies of Agreement

43 Copies of this Agreement shall be printed at the expense of EMU. A copy of the Agreement shall be presented to all Faculty Members now employed or hereafter employed. One hundred (100) extra copies shall be provided to the Association. Additional copies shall be furnished to the Association at cost.

## ARTICLE VI.

### ASSOCIATION MEMBERSHIP DUES AND SERVICE FEES

44 A. Membership Dues and Service Fees

45 During the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every Faculty Member shall, as a condition of employment by EMU, either become a member of the Association and tender thereafter the uniformly required Association membership dues or, in the alternative, tender a service fee in an amount no greater than the uniformly required Association membership dues. The membership dues or service fees shall be tendered commencing with the month following thirty-one (31) calendar days after the execution of this Agreement or thirty-one (31) calendar days after the Faculty Member's commencement of employment in the Bargaining Unit, whichever is later.

46 B. Method of Payment

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

48 C. Certification of Membership Dues and Service Fees

- 49 The Association shall submit to EMU's Payroll Office written certification of those Faculty Members who have signed payroll deduction authorizations and notification of a uniform percentage of total earnings, if appropriate, to be deducted for each Faculty Member.

50 D. Payment by Payroll Deduction

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

52 E. Delivery of Executed Payroll Deduction Authorization Form

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

54 F. Limits of Deductions Required To Be Made by EMU

- 55 Deductions shall be made only in accordance with the provisions of the Faculty Member's Payroll Deduction Authorization, together with the provisions of this

Agreement. EMU shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, EMU shall have no obligation to make deductions from the pay of any Bargaining Unit member who has insufficient net earnings due him/her to cover the full amount of such deduction.

56 G. Termination of Payroll Deduction

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

58 H. Refunds

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

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

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

62 J. Failure to Comply

63 1. A Faculty Member who fails to tender to the Association either the uniformly required membership dues or service fees as above-provided shall be laid off by EMU for two (2) days, with corresponding deductions in his/her academic year base salary, in accordance with the following procedure:

64 a. When hired, each Faculty Member shall be provided with a packet of information supplied by EMU-AAUP (through EMU), informing him/her of his/her obligation to tender the uniformly required membership dues or service fees to EMU-AAUP.

65 b. If a Faculty Member fails to tender a duly executed authorization card within ninety (90) days after his/her date of hire, or after the signing of this contract, whichever occurs last, the Faculty Member shall be notified concurrently with EMU that they have failed to comply with the contract. Following the receipt of said notice, the University shall notify the Faculty Member that he/she shall be laid off for two (2) days.

- 66 c. If the Faculty Member fails to comply with the requirements specified herein, he/she shall be laid off for the first two (2) days of the Winter break that University offices are officially open. A Faculty Member's layoff for two (2) days, with a corresponding deduction in his/her academic year base salary, shall serve to cancel the entire obligation represented by any and all past, present or future unpaid membership dues and/or service fees for which the Faculty Member is or may be obligated during the twelve (12) month period encompassing the period(s) for which said membership dues/service fees were unpaid and the Faculty Member laid off.
- 67 For purposes of this provision, such twelve (12) month period shall be computed commencing with the first (1st) day of the then current academic year and extending through and including the day immediately preceding the first (1st) day of the following academic year. In no instance shall a Faculty Member be laid off for more than two (2) days for failure to pay his/her membership dues/service fee obligation for any given academic year as above provided.
- 68 2. The layoff of a Faculty Member as hereinabove provided shall not be subject to the provisions of Article VIII, Layoff and Recall, Article XVI, Non-Renewal of Probationary Appointments, Suspensions, Terminations and Resignations, or any other provisions of this Agreement deemed inconsistent herewith.
- 69 3. Grievances arising from this Article shall be limited to the issues of whether or not the Faculty Member executed the Payroll Deduction Authorization form specified in VI.B. and/or whether or not the Faculty Member paid the membership dues or service fees specified in VI.A. Any other grievance arising from this Article shall be barred.
- 70 K. EMU Save Harmless
- 71 The Association agrees to indemnify, protect and save harmless EMU from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by EMU for the purpose of complying with the provisions of this Article.

## ARTICLE VII.

### GRIEVANCE PROCEDURE

- 72 A. Scope
- 73 Nothing in this Article VII shall prevent informal adjustment of any complaint and the parties intend that, so far as reasonably possible, such complaints will be resolved between the Faculty Member and the administrative agent of EMU immediately involved. Except as otherwise specifically provided in this Agreement,



any grievance of a Faculty Member or group of Faculty Members shall be adjusted as stated in this Article VII. A grievance is defined as a written allegation that there has been a breach, misinterpretation, improper application, or failure to act pursuant to this Agreement.

74 B. Construction

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

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

77 C. Basic Provisions

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

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

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

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

82 5. Failure to initiate any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall cause the grievance to be resolved on the basis of the last administrative decision concerning the

matter(s) at issue and bar further processing of the grievance. Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent shall permit the grievance to proceed to the next step.

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

84    D. Procedure and Time Limits: Initiation

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

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

87    E. Procedure and Time Limits: Step One

- 88      Upon receipt of the written grievance, a copy of which shall be provided by the EMU-AAUP to the Assistant Vice President for Academic Affairs on the day it is filed, the Department Head or other designated administrative agent shall promptly arrange a meeting through the EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance Officer, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the required initiation notice is filed. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the Department Head, or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If there is no adjustment, the Department Head, or other designated administrative agent, must present his/her reasons for denial of the grievance in writing to the grievant(s) with a

copy to the EMU-AAUP office and the Assistant Vice President for Academic Affairs. The Department Head or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step One meeting. If within five (5) days of receipt thereof, EMU's Assistant Vice President for Academic Affairs or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step One. Within seven (7) days of notice of remand, the parties' Step One representatives and the grievant(s) shall complete the review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this Grievance Procedure.

89 F. Procedure and Time Limits: Step Two

- 90 If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty Members or the Association may, within five (5) days of the Step One answer, which shall also be concurrently provided to the Assistant Vice President for Academic Affairs, appeal the grievance, in writing, to the appropriate Dean or other designated administrative agent, setting forth his/her (their) objections to the Step One answer. Upon receipt of the written appeal or at the signed written notice when initiation is at Step Two, the Dean or other designated administrative agent shall promptly arrange a meeting through the EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance Officer, the Department Head or other designated administrative agent involved at Step One, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the filing of the grievance at Step Two. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the Dean or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If there is no adjustment, the Dean or other designated administrative agent must present his/her reasons in writing to the grievant(s) with a copy to the EMU-AAUP office and the Assistant Vice President for Academic Affairs. The Dean or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step Two meeting. If, within five (5) days of receipt thereof, EMU's Assistant Vice President for Academic Affairs, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step Two. Within seven (7) days of notice of remand, the parties' Step Two representatives and the grievant(s) shall complete their review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures as set forth in this Grievance Procedure.

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

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

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

94 H. Procedure and Time Limits: Arbitration

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

Arbitration Association through its conventional process. All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Article VIII.I. in this Agreement.

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

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

## ARTICLE VIII.

### *LAYOFF AND RECALL*

98 A. General Layoff Provisions

99 The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programmatic changes resulting from a Program Review conducted with appropriate Faculty input, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline.

100 1. Prior to a final decision by EMU to curtail, merge, reorganize, or eliminate a department or program for reasons other than financial exigency, EMU shall seek the recommendations of the Faculty regarding the need for, and plan for, effecting such curtailment, merger, reorganization or elimination through the Faculty input procedures specified in Article XIII. If such recommendations are not made to EMU within thirty (30) days (as defined in Article VII.B.) of the date they are requested, EMU shall be deemed to have met its responsibility pursuant to this paragraph.

101 2. To further clarify said notification request, it is not the parties' intent that said notice be burdensome or otherwise inhibit the free flow of information between the administration and the Faculty; however, it is agreed that although the administration may provide information to the Faculty and solicit input on any or all of the matters referenced hereinabove without restriction and without notification to the Association, when the University shall seek the recommendations

of the Faculty for the purpose of satisfying Article VIII. A.1., the thirty (30) days referenced therein for Faculty response shall commence with the day following the date said notice is provided to the Association.

102 B. Alternatives to Layoff

- 103 1. In those instances where there are sufficient courses available, Plan C, C<sup>1</sup> or C<sup>2</sup> shall be utilized before the actual layoff of Faculty Members unless it is agreed not to use any or all such alternatives by a majority of the full-time Faculty Members in a department and EMU. Retirement as an Alternative to Layoff, as provided for in Article XX, shall also be made available to Faculty Members in departments and/or programs where EMU has decided to reduce the number of Faculty Members. It is further agreed that any of the plans referenced in this Section B or in Section C below may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).
- 104 2. Plan C: Distribution of a teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a full-time appointment during the spring and summer terms, as the other base semester. A Faculty Member on Plan C shall receive his/her academic year salary during a twelve (12) month period, which will be paid in twenty-four (24) consecutive semi-monthly payments.
- 105 3. Plan C<sup>1</sup>: Distribution of a teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a half-time appointment during either the fall or winter semester and a full-time appointment during the spring term or summer term, as the other base semester. A Faculty Member on Plan C<sup>1</sup> shall receive his/her academic year salary during a twelve (12) month period, which will normally be paid in twenty-four (24) consecutive semi-monthly payments.
- 106 4. Plan C<sup>2</sup>: Distribution of a teaching load to include less than a one hundred percent (100%) appointment in one (1) year and more than a one hundred percent (100%) appointment in the alternate year. Distribution of each year's appointment may include any combination of fall, winter, spring and summer terms as is agreeable to the Faculty Member receiving said appointment and EMU. In the computation of the two hundred percent (200%) employment obligation of the Faculty Member during a two (2) year Plan C<sup>2</sup> appointment, full-time spring and/or summer term appointments shall each be credited as twenty-five percent (25%) and full-time fall and/or winter appointments shall each be credited as fifty percent (50%). A Faculty Member on Plan C<sup>2</sup> shall receive his/her salary in an amount commensurate with the percentage of appointment for each term worked.

- 107 Prior to appointment to Plan C<sup>2</sup>, the Faculty Member shall enter into a written agreement with the Provost and Vice President for Academic Affairs on behalf of EMU, specifying the academic terms in which he/she is obligated to teach, the percentage of his/her appointment in each term, what is to happen in the event either party wishes to terminate the agreement prior to the end of the two (2) year period, and such other terms and conditions as EMU may prescribe.
- 108 When implementing Plan C, Plan C<sup>1</sup>, or Plan C<sup>2</sup>, a department shall request volunteers from its Faculty to fill the number of alternative appointments necessary to avert layoff. Except as hereinafter provided, if an insufficient number of volunteers are available, assignments within a department to Plan C, Plan C<sup>1</sup> or Plan C<sup>2</sup> shall be rotated. EMU may reject the voluntary request of, or exempt from said rotation, any Faculty Member whose assignment to Plan C or Plan C<sup>1</sup> would be disruptive to a program or have a negative impact on the department's student credit hour production.
- 109 C. Additional Alternatives to Layoff
- 110 In addition to Plan C, Plan C<sup>1</sup>, Plan C<sup>2</sup>, or retirement, as described above, EMU agrees to examine other alternatives to avert layoff. The following procedure shall be utilized for this purpose.
- 111 Within fifteen (15) days of receipt of notice of layoff, a Faculty Member who desires to meet with EMU to discuss additional alternatives to layoff shall submit a written request for a Special Conference to the Assistant Vice President for Academic Affairs. Upon receipt of the Faculty Member's request, the Director will schedule a Special Conference with the Faculty Member, the Department Head, Dean, a representative from the EMU-AAUP, and, if desired, a Faculty Member of the Faculty Member's choice. At the Special Conference the parties will discuss the below referenced alternatives to layoff and, as appropriate, offer suggestions for further investigation by the Faculty Member.
- 112 Following the Special Conference the Faculty Member shall investigate the potential alternatives and, within thirty (30) days following said Conference, submit his/her application for any potential alternate placement opportunities, if any, he/she would like to pursue to the Assistant Vice President for Academic Affairs. (Faculty Members may contact the Assistant Vice President for Academic Affairs for information as to how to apply for position placements.) Such application shall include a complete description of the specific professional training, experience and other qualifications possessed by the Faculty Member for any alternative positions sought.
- 113 The Assistant Vice President shall then process the Faculty Member's application through appropriate administrative channels for decision. If a Faculty Member is extended an alternative to layoff, his/her official notice of appointment shall expressly state the terms and conditions of that appointment. If the Faculty Member

is denied an alternative placement, the appropriate administrative agent will provide a written explanation for such decision. Recognizing that the suitability of a particular alternative to layoff will depend upon the professional qualifications of the Faculty Member(s) involved, the University's needs and other related factors that cannot be foreseen, the decision to avail itself of any, all or none of the following alternatives to layoff, either with regard to any single layoff or group of layoffs, must remain a matter of managerial judgment and discretion and shall not in any instance be deemed mandatory. Accordingly, the decision not to utilize any of the plans set forth below shall not be subject to review under the grievance and arbitration provisions of this Agreement.

114 1. Teaching Reassignment

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

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

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



118      2.    Partial Replacement of Bargaining Unit Duties

119            A partial replacement of a Faculty Member's Bargaining Unit duties with other  
professional duties outside of the Bargaining Unit may be offered as an  
acceptable alternative to layoff insofar as the Faculty Member possesses all of  
the required qualifications for a University position that are set forth on the  
official University Position Classification Specification. It is understood and  
agreed between the parties that a Faculty Member's years of service at Eastern  
Michigan University, exclusive of any service/rank credit that may have  
accrued to the Faculty Member for experience at other institutions, shall be  
equated on a one-for-one basis for purpose of calculating years of experience  
that may be required for a position outside of the Bargaining Unit.

120            Eligibility for promotion, tenure, leaves, and Faculty Research/Creative  
Activity Fellowships and accrual of service/rank credit for the purpose of  
layoff and recall retention priorities while the Faculty Member remains in the  
Bargaining Unit shall be calculated as if the Faculty Member were continuing  
as a full-time Bargaining Unit member.

121            The Faculty Member shall retain his/her rank and tenure status, receive such  
fringe benefits as are provided to other Faculty Members and shall remain in  
the Bargaining Unit as long as the percentage of his/her appointment as a  
Faculty Member is fifty percent (50%) or greater. In the event that a Faculty  
Member's Faculty appointment falls below fifty percent (50%) and his/her non-  
Bargaining Unit assignment is fifty percent (50%) or greater, he/she shall be  
removed from the Bargaining Unit for the period of time that he/she continues  
to be employed at fifty percent (50%) or more in the non-Bargaining Unit position.

122            The Faculty Member's compensation for work outside the Bargaining Unit  
shall be based exclusively on his/her years of service as a Faculty Member at  
Eastern Michigan University and shall be determined as follows:

123            a.    If the Faculty Member has accrued 1-2 years of service as a Faculty  
Member at EMU at the time of a reduction in his/her Faculty appointment  
and is accorded partial reassignment to a non-Bargaining Unit position, he/  
she shall receive:

124            (1)   his/her Faculty base salary, pro-rated to reflect the reduction of the  
Faculty appointment; plus,

125            (2)   a pro-rated annual salary at the minimum of the salary range set forth in  
the University Salary Schedule for the classification and pay grade of  
the position to which the Faculty Member is partially reassigned, based  
on the percentage of the reassignment.

- 126           b. If the Faculty Member has accrued 3-5 years of service as a Faculty Member  
at EMU at the time of a reduction in his/her Faculty appointment and is  
accorded a partial reassignment to a non-Bargaining Unit position, he/she  
shall receive:
- 127           (1) his/her Faculty base salary, pro-rated to reflect the reduction of the  
Faculty appointment; plus,
- 128           (2) a pro-rated annual salary at the twenty-fifth (25th) percentile of the  
salary range set forth in the University Salary Schedule for the  
classification and pay grade of the position to which the Faculty  
Member is partially reassigned, based on the percentage of the reassignment.
- 129           c. If the Faculty Member has accrued 6 or more years of service as a Faculty  
Member at EMU at the time of a reduction in his/her Faculty appointment  
and is accorded a partial reassignment to a non-Bargaining Unit position,  
he/she shall receive:
- 130           (1) his/her Faculty base salary, pro-rated to reflect the reduction of the  
Faculty appointment; plus:
- 131           (2) a pro-rated annual salary at the fortieth (40th) percentile of the salary  
range set forth in the University Salary Schedule for the classification  
and pay grade of the position to which the Faculty Member is partially  
reassigned, based on the percentage of the reassignment.
- 132           Fringe Benefits received by the Faculty Member shall be subject to the  
provisions of Article XIX.
- 133           The Faculty Member shall be returned to full-time appointment in  
accordance with the recall procedures in VIII.F. below. If the Faculty  
Member remained in the Bargaining Unit for the duration of his/her  
partial reassignment and is returned to full-time Faculty assignment in  
his/her original department, the Faculty Member shall receive the same  
rank, tenure status and credit for years of service as if he/she had  
remained a full-time Faculty Member.
- 134           If the Faculty Member is removed from the Bargaining Unit, as  
provided above, and is later returned to full-time service in his/her  
original department in accordance with the recall procedures in VIII.F.  
below, upon return the Faculty Member shall receive the same rank,  
tenure status, and credit for years of service held at the time of transfer  
from the Bargaining Unit.

135     3.   Transfer To A Full-Time Non-Bargaining Unit Position

- 136     The transfer to a full-time non-Bargaining Unit position may be offered as an acceptable alternative to layoff insofar as the Faculty Member possesses all of the required qualifications for a University position that are set forth on the official University Position Classification Specification. It is understood and agreed between the parties that a Faculty Member's years of service at Eastern Michigan University, exclusive of any service/rank credit that may have accrued to the Faculty Member for experience at other institutions, shall be equated on a one-for-one basis for purposes of calculating years of experience that may be required for a position outside of the Bargaining Unit.
- 137     The Faculty Member's compensation for work outside the Bargaining Unit shall be based exclusively on his/her years of service as a Faculty Member at Eastern Michigan University and shall be determined as follows:
- 138     a. If the Faculty Member has accrued 1-2 years of service as a Faculty Member at EMU at the time of layoff, he/she shall receive an annual salary for the non-Bargaining Unit assignment equal to the minimum of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is assigned.
- 139     b. If the Faculty Member has accrued 3-5 years of service as a Faculty Member at EMU at the time of layoff, he/she shall receive an annual salary for the non-Bargaining Unit assignment equal to the twenty-fifth (25th) percentile of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is assigned.
- 140     c. If the Faculty Member has accrued 6 or more years of service as a Faculty Member at EMU at the time of layoff, he/she shall receive an annual salary for the non-Bargaining Unit assignment equal to the fortieth (40th) percentile of the salary range set forth in the University Salary Schedule for the classification and pay grade of the position to which the Faculty Member is partially reassigned.
- 141     The fringe benefits of the Faculty Member shall be the same as those provided other employees who hold similar positions.
- 142     The Faculty Member shall be returned to full-time service in his/her original department in accordance with the recall procedures in VIII.F. below. Upon return, the Faculty Member shall receive the same rank, tenure status, and credit for years of service held at the time of transfer.

143 4. Retraining

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

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

146 5. Reduced Service Appointment

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

148 Reduced appointments which result from a voluntary agreement between a  
Faculty Member and EMU in accordance with other provisions of this  
Agreement shall not be construed to be a reduced service appointment under  
this provision.

149 D. Layoff Procedure

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

151 By way of illustration, and not by way of limitation, a Faculty Member shall be  
deemed unqualified to teach a course and, therefore, unable to carry out the full

range of instruction needed, if he/she does not possess, where appropriate, the necessary license and/or certification that may be required for the course assigned, or if he/she has failed to satisfy at least one (1) of the following conditions:

- a. Taught the course at least twice in the last five (5) years it has been offered, or
- b. Been actively engaged in Scholarly/Creative Activity within the last two (2) years immediately preceding notice of layoff, at a level commensurate with departmental expectations for a rating of average at the Assistant Professor level as specified in the Departmental Evaluation Document in the specified subject area to which he/she may be assigned.

2. Retention Priorities

- a. Full-time Faculty Members shall have priority for retention over temporary and part-time staff, and priority for retention for teaching assignments over graduate assistants with similar duties in the same department. Such rights shall not extend over graduate assistants who exercise teaching responsibilities in a course for which a Faculty Member has been assigned primary instructional responsibility or graduate assistants in non-teaching assignments (e.g. laboratory assistants/technicians).
- b. Tenured Faculty Members shall have priority for retention over probationary Faculty Members in the same department or program.
- c. Between probationary Faculty Members, the Faculty Members with the higher rank shall have priority for retention.
- d. Between probationary Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:
  - (1) Length of service in rank.
  - (2) Highest relevant academic degree.
  - (3) Total length of service at EMU.
  - (4) Date of highest relevant academic degree.
- e. Between tenured Faculty Members, the Faculty Member with the higher rank shall have priority for retention.
- f. Between tenured Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:
  - (1) Length of service in rank.

- 166           (2) Total length of service at EMU.
- 167           (3) Highest relevant academic degree.
- 168           (4) Date of highest relevant academic degree.
- 169           g. Tenured Faculty Members who are subject to layoff shall receive at least two (2) semester notice prior to the effective date of the layoff or pay in lieu thereof. Non-tenured Faculty Members who are subject to layoff shall receive at least one (1) semester's notice prior to the effective date of the layoff or pay in lieu thereof. For purposes of this provision, the spring and summer terms shall constitute one (1) semester. Notice shall be considered timely so long as it is mailed prior to the first (1st) day of the semester of the one (1) or two (2) semester periods referenced above. The first day of the semester shall be the day designated as the beginning of the semester in the official University calendar. Notice shall be deemed to be received as of the date mailed via certified U.S. Mail.

170 E. Rights While on Layoff

- 171           1. Members of the Bargaining Unit subject to or on layoff status shall be given preference over new hires in filling vacant positions in the Bargaining Unit for which they are qualified. A Faculty Member hired to such vacant position shall have his/her salary adjusted to reflect the current market salary of the new department for his/her rank and years of service. Appointments to such Bargaining Unit vacancies and rank shall be subject to the provisions of Article XIV. Such Faculty Members shall be considered to be on layoff status from their original departments in accordance with the provisions of Article VIII.F.
- 172           2. A position held by a Lecturer shall be considered vacant upon the termination of his/her current appointment, when filling positions which are available in the University under the provisions of Article VIII.E.1. above.
- 173           3. A Faculty Member's fringe benefits shall terminate effective at the end of the month in which he/she is laid off. A Faculty Member who is laid off may, however, continue his/her group medical, dental and life insurance benefits at the full group rate, for a period not to exceed eighteen (18) months, unless the Consolidated Omnibus Budget Reconciliation Act of 1985 (hereinafter "COBRA") requires a longer period of continuation of medical and dental benefits in the circumstances of an individual Faculty Member. If COBRA requires a longer continuation period for a particular Faculty Member, the Faculty Member may continue his/her group medical and dental benefits at the full group rate for the entire period prescribed by COBRA. Proper application and arrangements for payment for continued benefits must be made in the Benefits Office. Elections to continue medical and dental benefits must be made within sixty (60) days of the later of: (1) the date upon which medical and dental coverage provided by EMU terminates due to layoff, or (2) the date upon which the Faculty Member receives notice from the Benefits Office that he/she

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

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

175 F. Recall Procedures

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

- 182 7. The released Faculty Member's position shall not be filled by a replacement  
during the period in which the Faculty Member is eligible for recall unless the  
Faculty Member has been offered reappointment and has declined or has failed  
to respond as hereinabove provided.

## ARTICLE IX.

### PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

#### 183 A. Professional Responsibilities

- 184 EMU and the Association agree that Faculty Members have professional  
responsibilities in the realms of Instruction, Scholarly/Creative Activity, and Service.  
The Parties recognize that these activities are life-long endeavors which enhance the  
stature of the Faculty Member's profession and that commitment to these  
responsibilities leads to self-improvement, increased competence in problem solving,  
the capacity to use more complex knowledge, and an awareness of ethical issues.
- 185 With respect to Instruction (and advising), Faculty Members have responsibility to  
engage in pursuits that enable them to be current in their respective disciplines, to  
continually improve their understanding of the learning process and use of  
pedagogical methods that promote learning, to provide students with clear and  
explicit expectations, and to be available for consultation on academic matters with  
their students.
- 186 With respect to Scholarly/Creative Activity, Faculty Members have responsibility to  
engage in pursuits that help to further organize and contribute to growth of the body  
of knowledge in their respective disciplines, and/or to explore interdisciplinary implications.
- 187 With respect to Service (or academic citizenship), Faculty Members have  
responsibility to engage in pursuits that further the interests of their respective  
disciplines, the University, their Colleges, their Departments, and the community at large.
- 188 Furthermore, EMU and the Association agree that the primary professional  
responsibility of Faculty Members is Instruction (including academic advising) or  
professional library service, supported by active participation in Scholarly/Creative  
Activity (e.g. research) and Service. It is recognized that Instruction entails a number  
of particular obligations which Faculty Members are expected to fulfill, including,  
but not limited to, meeting assigned classes, assigning and submitting grades in  
accordance with established University schedules, and providing such information  
as corrected class lists as may be required by EMU. Further, EMU and the  
Association agree that Faculty Members shall have the professional responsibility of  
reporting all absences from regularly scheduled duties to their department head,  
participating in committee activities, keeping posted office hours which a resched-  
uled at times most beneficial to students, participating in activities such as orientation  
and registration, and participating in ceremonial academic functions such as  
convocations and commencement.



189 B. Continuing Education

- 190 The University and the Association are committed to providing quality educational opportunities to our diverse student population. To this end, Continuing Education works with academic departments to determine need and develop programs that best serve our students.
- 191 When a course/program is initially offered through Continuing Education, the appropriate academic department will approve it utilizing the input procedure specified in Article XIII. In order to avoid missed opportunities, an expedited review process may be requested by Continuing Education. If such an expedited review is requested, the appropriate departmental input committee will provide input within 14 calendar days.
- 192 The professional qualifications of individuals assigned to teach Continuing Education courses shall be reviewed by the academic department utilizing the input procedures in Article XIII.
- 193 Typically, Faculty Members will teach Continuing Education courses as a supplement to their regular pay. In certain circumstances and with the agreement of the Faculty Member, the Department Head, and the Dean of Continuing Education, a Faculty Member may be assigned a Continuing Education course as part of his/her regular load.
- 194 When assigning Continuing Education courses, the Faculty in each department/program will be given the first opportunity to volunteer. If there is not a qualified volunteer, the Department Head shall have the right to assign a qualified lecturer to the course. If a volunteer or lecturer is not available or the Department Head, in consultation with Continuing Education, chooses not to utilize this option, the Department Head shall have the right to assign a Faculty Member to the course with the following conditions: the course shall be a part of the Faculty Member's regular load or may be an overload at the Faculty Member's request; an individual Faculty Member may not be assigned to a Continuing Education course more than once in two academic years, unless he/she volunteers; the course must be part of a program offered through Continuing Education. For each class to which a Faculty Member has been assigned, \$1,000 will be provided to the department travel account.
- 195 In departments where there is a layoff situation, a Faculty Member may also be assigned to Continuing Education courses as an acceptable alternative to layoff pursuant to Article VIII. C.1.
- 196 Continuing Education courses will normally be taught off-campus or on a weekend schedule. If Continuing Education offers a course on-campus during the week (i.e. Monday, 8:00 AM to Friday, 3:00 PM), the individual assigned to teach the course will be assigned as part of load or as an overload with the Faculty Member's approval. For purposes of this section, the following exceptions apply to being considered as on-campus:
- Weekend University
  - Workshops

- Specific regular credit courses taught exclusively for special groups and not available to the regular student body
- Courses offered at the Corporate Education Center
- Special Topics courses. Special topics may be offered through Continuing Education on an experimental basis. No special topics course may be offered through Continuing Education more than two (2) terms unless a proposal to regularize the course offering has been submitted to the appropriate Faculty input system. Such a course offering may be continued until it has been approved or disapproved as a regular course offering through the input system. Exceptions may be requested by EMU and may not be unreasonably withheld by AAUP.

197 When full programs or certificate programs are offered at off-campus sites, Continuing Education, in cooperation with the academic department, will provide appropriate academic support services for Faculty and students.

#### 198 C. Outside Employment

199 Supplemental employment is permitted providing:

- 200 1. It appears that supplemental employment will not interfere with the performance of University duties or impair the effectiveness of the individual as a teacher and a scholar.
- 201 2. EMU equipment, supplies, materials, or clerical service are not utilized for such outside work.
- 202 3. Prior to undertaking such outside work, the Faculty Member reports to the Department Head, the Dean, and the Office of Academic Affairs, on a form provided by EMU, the nature, extent, and expected duration of such work, including the number of hours and time during which the supplemental employment is to occur.

203 At the beginning of the Fall semester the Administration shall remind Faculty of their contractual responsibility regarding the reporting of supplemental employment. Such reports shall be updated at the beginning of fall semester or whenever a significant change in outside employment occurs.

204 Should the Provost and Vice President for Academic Affairs determine that the Faculty Member's supplemental employment is not in keeping with the limitations and requirements provided above, the Faculty Member may be requested to end or modify such supplemental employment as a condition of continued employment as a Faculty Member.

205 Termination of a Faculty Member who fails to notify the University of outside employment, or fails to end or modify supplemental employment pursuant to this section shall be subject to the termination procedure provided for in Article XVI.D.

206 D. Work Load

- 207 1. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Faculty Member, it is assumed that a twelve (12) credit hour load is the norm for the Fall and Winter Semesters and that a six (6) credit hour load is the norm for the Spring and Summer terms. Department Heads (consistent with subsection D.5. below) are responsible for structuring schedules to take into account factors for which equivalency credit [toward meeting the twelve (12) credit hour norm] may be considered, such as:
- (a) large sections of a single course;
  - (b) laboratory supervision, planning, and/or equipment/facility maintenance;
  - (c) supervision of special learning activities when such activities and/or projects are a significant part of the Faculty Member's workload (e.g. composition courses, supervision of independent studies and/or thesis/final projects, chairing or serving as a member on a preliminary and/or dissertation committee, selection and supervision of graduate assistants, and coordination, selection, and placement of cooperative education students;
  - (d) graduate courses where the nature of the instruction requires significantly greater preparation than an undergraduate course;
  - (e) supervision of field activities such as practice teaching, clinical affiliation, internship;
  - (f) participation in and/or administration of grant projects;
  - (g) extraordinary service or committee obligations, such as coordination of advising, program coordination, multiple-section course supervision, and other administrative duties;
  - (h) extraordinary obligations in the area of Scholarly/Creative Activity or research;
  - (i) compliance with work load standards established by external professional organizations and/or accrediting bodies;
- and, at the same time maintain a level of credit hour production consistent with University responsibility.
- 208 2. Full-time Faculty Members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week scheduled with the approval of the Department Head. If the Faculty Member will not be in his/her office during the posted times, he/she will indicate where in the building he/she can be located during his/her posted office hours by leaving information on his/her office door or with the department secretary.
- 209 3. Work load of teaching Faculty during the Spring and Summer sessions shall be adjusted accordingly.
- 210 Where it is practical to do so, EMU agrees to provide notice of its intent to appoint Faculty Members to teach during a Spring and/or Summer term, thirty (30) days prior to the beginning of classes. It is understood that notice as herein

provided shall not be construed to establish a binding commitment on the part of EMU and such appointment may be reassigned, modified, or canceled in whole or in part as EMU, in its sole discretion, may so determine.

- 211     4.    The normal full-time work load for library Faculty Members shall be thirty-seven and one-half (37 1/2) scheduled hours per week.
- 212     5.    In implementing the provisions of sub-paragraphs IX.D.1. and 2., and establishing departmental credit hour equivalencies, there shall be Faculty input in accordance with the procedures of Article XIII.
- 213 E.   Faculty Members shall not be required to be on campus during official University holidays, the Thanksgiving Recess, Winter Recess, Spring Recess, and Christmas/New Year's season days.
- 214     Post-sessions shall not be counted as a part of the Plan C or Plan C<sup>1</sup> obligation except when necessary to fulfill an equivalent work load requirement for a Fall or Winter semester as defined in Article VIII.B.2. and 3.

## **ARTICLE X.**

### ***FACULTY TRANSFERS TO ADMINISTRATIVE APPOINTMENTS***

- 215     Administrative/Professional positions (A/P), pursuant to the University classification system, are frequently made available to qualified Faculty Members. To encourage Faculty participation and to provide uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:
- 216     1.    A Faculty Member appointed to an administrative appointment shall be transferred from Bargaining Unit status to non-Bargaining Unit status for the duration of his/her appointment.
- 217     2.    As a non-Bargaining Unit employee the Faculty Member shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.
- 218     3.    Upon the expiration of his/her appointment to an Administrative position, the Faculty Member shall be returned to the Bargaining Unit and his/her former department and position, subject to the limitations set forth in Article VIII, Layoff and Recall, and Article XVI, Non-Renewal of Probationary Appointments, Suspensions, Terminations and Resignations.
- 219     4.    Upon his/her return to the Bargaining Unit, the Faculty Member may elect to be credited with time served on an Administrative appointment for the purpose of determining whether he/she possesses the requisite time in rank for consideration for tenure, promotion, Sabbatical Leave and Faculty Research/Creative Activity

Fellowships. The Faculty Member shall be obligated to satisfy all other eligibility criteria and terms and conditions established for the foregoing employment status, leaves, and fellowships.

- 220     5.     Upon his/her return to the Bargaining Unit, the Faculty Member may elect to be credited for any Scholarly/Creative Activity undertaken while on such administrative appointment for the purposes of reappointment, tenure or promotion.
- 221     6.     The base salary of a Faculty Member returned to the Bargaining Unit from an Administrative appointment shall be no less than if he/she had not held such position.
- 222     7.     The AAUP shall be notified within thirty (30) days of the appointment of a Faculty Member to an Administrative position and within thirty (30) days of the return of a Faculty Member to the Bargaining Unit.

## **ARTICLE XI.**

### *LEAVES*

#### 223 A.    Temporary Disability Paid Leave Days

##### 224     1.     Accumulated Temporary Disability Paid Leave Days

225            Each Faculty Member's accumulated temporary disability paid leave balance as of July 1, 1979, shall continue to carry over from calendar year to calendar year, except as reduced in accordance with the terms of this Agreement.

##### 226     2.     Non-Accumulated Temporary Disability Paid Leave Days

227            Each Faculty Member on a full-time (100%) academic year appointment shall be granted six (6) temporary disability paid leave days per calendar year (i.e. January 1-December 31). In recognition of their differential assignment, each Library Faculty Member shall be granted one (1) additional temporary disability paid leave day for each Spring and Summer full time assignment. For the purpose of this provision, any Plan C appointments are equivalent to a full-time academic year appointment. Temporary disability paid leave days shall be credited to each Faculty Member on a prorated basis at the time of initial appointment and on January 1 thereafter. Faculty on less than a full-time academic year appointment shall receive prorated temporary disability paid leave days according to the percentage and the duration of their appointment. As changes occur in either the percentage or duration of the Faculty Member's appointment during the calendar year, adjustments will be made to reflect appropriate changes. Unused temporary disability paid leave days do not accumulate from calendar year to calendar year.

- 228      3.    Use of Temporary Disability Paid Leave Days
- 229            a.    Temporary disability paid leave may be used on any day on which a Faculty  
Member is scheduled to work.
- 230            b.    All absences due to illness or injury will be debited against the Faculty  
Member's temporary disability paid leave credit, regardless of whether or  
not a substitute is provided. A Faculty Member will be considered absent if  
he/she fails to appear for his/her regularly scheduled duties because of  
illness or injury, and his/her temporary disability paid leave credit will be debited.
- 231            c.    If a Faculty Member is disabled and absent from work because of a  
compensable accident or injury (i.e. one covered by Workers' Compensation),  
he/she may elect to utilize his/her temporary disability paid leave entitlements  
to cover the monetary difference between his/her full-time salary as of the  
date of accident or injury, and compensation benefits applicable to the period  
of disability. The number of hours debited against the Faculty Member's  
temporary disability paid leave entitlements shall be limited to that number  
necessary to cover the above difference, or that amount to which the Faculty  
Member is then entitled, whichever is lesser.
- 232            d.    For any absence which is chargeable to temporary disability paid leave  
benefits, or the central temporary disability paid leave bank, the Faculty  
Member may be required to file either a physician's statement or a sworn  
affidavit that the claim of absence for any of the reasons stated above is bona  
fide. Until such statement is filed, if requested, all absences will be considered  
as lost time and the Faculty Member's pay will be reduced as provided for  
in M.7. below.
- 233            e.    Whenever a Faculty Member has used up all of his/her temporary disability  
paid leave credits as provided for in Sections A.1. and A.2. above, and  
continues to be unable to work because of illness or injury, he/she may apply  
for salary continuation under the central temporary disability paid leave  
bank until such time as he/she is eligible for long-term disability as provided  
in Article XIX.F. The Faculty Member's eligibility to draw upon the central  
bank shall be subject to the following conditions and limitations:
- 234            (1) Faculty Members may draw from the central bank: a) only for periods  
encompassed by the beginning and ending dates of their regular  
academic year appointments, and the Fall, Winter, Spring, or Summer  
sessions that they are actually on EMU's active payroll; b) only after  
the exhaustion of all temporary disability paid leave entitlements  
accrued or granted in accordance with the provisions of Sections A.1.  
and A.2. above; and c) only until such time as he/she is eligible for  
long-term disability as provided in Article XIX.F.

- 235           (2) Maximum withdrawal of disability paid leave days from the central bank for any one (1) period of disability or in any one (1) calendar year shall be based upon each Faculty Member's length of service with EMU as a regular Faculty Member, as follows:
- 236
- | <i>Length of Service</i>  | <i>Maximum Number of Days Available</i> |
|---------------------------|---|
| Less than one year        | 20                                      |
| Over 1 year, less than 2  | 30                                      |
| Over 2 years, less than 3 | 40                                      |
| Over 3 years, less than 4 | 50                                      |
| Over 4 years              | 65                                      |
- 237           (3) Application for use of the central temporary disability paid leave bank must be in writing and shall include the specific nature and duration, or expected duration, of the disability. A physician's statement confirming the disability may be required by EMU in support of the application. A standard application form is available in the Benefits Office.
- 238           Effective January 1 of each year the central temporary disability paid leave bank shall be reestablished at a level of four hundred and fifty (450) days. Should the central disability paid leave bank be exhausted during any calendar year, EMU agrees to replenish the bank in the amount of days necessary to meet Faculty Members' needs as described above.
- 239           f. Temporary disability paid leave days as provided in Sections A.1. and A.2. above, may be utilized by a Faculty Member for illness or injury of a member of his/her immediate family, subject to the following limitations:
- 240           (1) Such use shall be limited to three (3) days for any particular incident of illness or injury to a maximum of six (6) days in any calendar year.
- 241           (2) "Immediate family" for the purpose of this provision shall be defined as: spouse, domestic partner, biological parent or an individual who stood in loco parentis to a Faculty Member when the Faculty Member was a child, or a biological, adopted or foster child, a stepchild, a legal ward, or a child of a Faculty Member standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person when the person was a child.
- 242           (3) Where practical, requests for the above shall be made in advance to the Department Head.

- 243           (4) The central temporary disability paid leave bank shall not be utilized  
for the foregoing purposes.
- 244           g. Disabilities resulting from pregnancy or childbirth shall be treated the same  
as other disabilities for purposes of these provisions.
- 245           h. The University shall make available to each Faculty Member on a monthly  
basis, a record of his/her accumulated temporary disability paid leave. This  
information is available in departmental offices.
- 246           i. Temporary disability paid leave days and central temporary disability paid  
leave bank days shall be debited in one (1) day increments, except in such  
cases where the Faculty Member was able to attend his/her scheduled  
classes, professional committee meetings and/or perform other professional  
assignments such that the Department Head determines the professional  
services rendered by the Faculty Member to be equivalent to one-half (1/2)  
day's work and so approves the debiting of the Faculty Member's temporary  
disability paid leave account or the central temporary disability paid leave  
bank on that basis.

247 B. Medical Leave

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

251 C. Family Care Leave

- 252           1. A Faculty Member who is ineligible for, or who has exhausted his/her FMLA  
leave entitlements as provided in Section D. below, may, in cases of family  
need, including but not limited to the birth of a child, the adoption of a minor



child, or the long-term illness (physical or mental) of a minor child or other member of the immediate family as defined in A.3.f.(2) above, a Faculty Member may apply for a leave without pay for one (1) semester, or a reduced appointment for a period of up to two (2) semesters, at a rate of compensation proportional to the rate of his/her regular appointment.

- 253      2. Such leave may be renewed but the total leave time, including any FMLA leave, shall not exceed twelve (12) months.

254 D. Family and Medical Leave Act (FMLA)

- 255      1. Effective August 5, 1993, a Faculty Member who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the FMLA, or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any calendar year (January 1 through December 31) for any one or more of the following events:

- 256      a. For a birth of a child of the Faculty Member and to care for such child. (In this situation, any temporary disability paid leave days a Faculty Member is entitled to use under the provisions of Article XI. A.1. and A.2. above, shall be in lieu of the FMLA leave.)

- 257      b. For the placement of a child with the Faculty Member for adoption or foster care.

- 258      c. To care for a spouse, domestic partner, child, or parent of the Faculty Member if the former has a serious health condition, or

- 259      d. Because of a serious health condition of the Faculty Member which renders him/her unable to perform the functions of his/her position. (In this situation, any temporary disability paid leave days a Faculty Member is entitled to use under the provisions of Article XI. A.1. and A.2. above, shall be in lieu of the unpaid FMLA leave.)

- 260      2. The taking of a FMLA leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any Faculty Member who returns from leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the Faculty Member would have been entitled had the Faculty Member not taken the leave.

- 261      3. Faculty Members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from leave, to be restored by EMU to the position of employment held by the Faculty Member when the leave commenced or an

equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

- 262      4.    During the period of FMLA leave, EMU shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the Faculty Member had continued in employment for the duration of the leave. EMU shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the Faculty Member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the Faculty Member to leave under paragraphs D.1.c. or D.1.d. above, or other circumstances beyond the Faculty Member's control. In this situation, EMU may require certification of inability to return to work as specified and allowed by the FMLA.
- 263      5.    If the requested leave is for the birth/care of a child, the placement of a child in the Faculty Member's home for adoption or foster care, or to care for a spouse, domestic partner, child or parent who has a serious health condition, the Faculty Member is first required to exhaust any available paid leave under Section A above. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 264      6.    Notwithstanding the provisions of paragraph D.1. above, an unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in a Faculty Member's home for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. (For example, a Faculty Member who requests a leave at the start of the twelfth month [of the twelve (12) month period from the date of birth or placement] is entitled to only four (4) workweeks of unpaid leave.)
- 265      7.    Spouses, both of whom are employed by EMU, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each Faculty Member may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.
- 266      8.    An eligible Faculty Member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child in his/her home for adoption or foster care, must notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the Faculty Member must provide as much written notice as is practicable under the circumstances.

- 267 9. An eligible Faculty Member who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, domestic partner, child or parent should notify the Department Head, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such a Faculty Member must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the Faculty Member must provide as much written notice as circumstances permit.
- 268 10. A Faculty Member on an approved FMLA leave should keep the Department Head informed regarding his/her status and intent to return to work upon conclusion of the leave.
- 269 11. If a requested leave is because of a serious health condition of the Faculty Member which renders him/her unable to perform the functions of his/her position, or to care for a spouse, domestic partner, child or parent who has a serious health condition, the Faculty Member may be required to file with EMU, in a timely manner, a health care provider's certification or such recertifications as may reasonably be required by EMU. Similarly, as a condition of restoring a Faculty Member whose FMLA leave was occasioned by the Faculty Member's own serious health condition, EMU may also require the Faculty Member to obtain and present certification from his/her health care provider that the Faculty Member is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 270 12. In any case in which EMU has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs D.1.c. and D.1.d., EMU may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 271 13. A leave taken under paragraph D.1.a. or D.1.b. above shall not be taken intermittently or on a reduced leave schedule unless EMU and the Faculty Member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph D.1.c. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, EMU may require the Faculty Member to transfer temporarily to an available alternative position offered by EMU for which the Faculty Member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the Faculty Member's regular position.
- 272 14. The provisions of paragraphs D.1-D.13 above are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

273 E. Personal Business Leave

- 274 Each Faculty Member shall be granted up to two (2) days each calendar year for the purpose of attending to personal business that cannot be attended to at a time not in conflict with his/her professional responsibilities.
- 275 Personal business days shall be credited to each Faculty Member at the time of his/her initial appointment and on each January 1st thereafter. Such days shall be non-accumulative and shall be separate from and in addition to the temporary disability days provided for in Section A.2. above.
- 276 Personal business leaves shall be approved in one (1) day increments, except in cases where the Faculty Member completes his/her personal business in less than one (1) day and is able to attend scheduled classes, professional committee meetings and/or perform other professional assignments for one-half (1/2) day. In these instances, the Faculty Member's personal business leave account will be debited in one-half day increments, as approved by the Department Head.

277 F. Bereavement Leave

- 278 A Faculty Member shall be allowed up to three (3) days, with pay, to attend the funeral of a member of his/her immediate family. "Immediate family" for purposes of this provision shall be defined as: husband, wife, domestic partner, father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and an individual who stood in loco parentis to a Faculty Member when the Faculty Member was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a person, when the person was a child.
- 279 In those limited instances where extenuating circumstances associated with the death of a member of the Faculty Member's immediate family (e.g., the geographic location of the funeral and/or legal obligations that must be assumed by a Faculty Member), necessitate an extended leave of absence on the part of the Faculty Member, the Faculty Member may request approval of up to two (2) additional days of Bereavement Leave, which requests shall not be unreasonably denied by the University.
- 280 A Faculty Member who wishes to attend the funeral of someone outside of his/her immediate family may take one-half (1/2) day with pay, with the permission of the Department Head. In any case, time taken beyond these specified amounts will be charged against the Faculty Member's temporary disability paid leave.

281 G. Jury Duty

- 282 Faculty Members shall suffer no loss in compensation when called to perform jury duty service. EMU shall pay the difference between jury compensation and the

Faculty Member's regular EMU compensation. When a Faculty Member is temporarily excused from jury duty service, he/she is expected to return to work.

283 H. Professional Leave

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

287 I. Exchange Professorship Leave

288 1. Definition

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

290 2. Title

291 The Faculty Member from the other location and the Faculty Member from EMU shall be referred to as "Exchange Professors" for the duration of the exchange.

292 3. Requirements

293 Each Exchange Professor must meet the minimum requirements of employment at the institution to which he/she is going. Both the institutions and the Exchange Professors must agree in writing to the exchange and its conditions. The EMU Exchange Professor must be tenured. EMU may withhold its consent if it believes such an exchange is not in the best interest of EMU.

294 4. Duties

295 The Exchange Professors shall be expected to complete all conditions agreed to at the time of the formal exchange agreement, unless prevented by accident or other unforeseeable circumstances, and to abide by the specific duties, regulations, and policies appertaining to the exchange roles at the respective institutions.

296 5. Remuneration

297 The Exchange Professor from EMU shall be paid by EMU during the exchange the same compensation as if he/she were performing his/her normal duties at EMU. While on an Exchange Professorship, the EMU Faculty Member shall be covered by all of the terms of the current Agreement between the Association and EMU. The Exchange Professor coming to EMU from another location shall receive no additional compensation from EMU for performing the work normally done by the incumbent, except for additional work such as extension teaching, conducting workshops, etc.

298 6. Return After Exchange

299 A Faculty Member on an Exchange Professorship shall agree to return to service with EMU for two (2) semesters in the year immediately following expiration of his/her leave, unless the President specifically waives or defers this obligation.

300 7. Expenses

301 The Exchange Professors shall assume full responsibility for all expenses incurred either during their relocations or their stays at the respective institutions.

302 8. Conditions

303 Time spent as an Exchange Professor shall count toward meeting the time limits for promotion and eligibility for Faculty Research/Creative Activity Fellowships and Sabbatical Leaves.

304 J. Military Leave

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

306 2. A Faculty Member who is ordered to active duty during an academic period in which he/she is scheduled to work shall, at his/her request, be granted military

leave to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service. If the Faculty Member's military pay is less than his/her regular EMU salary, EMU will pay the Faculty Member the difference for a maximum of fifteen (15) working days in any tour of duty or calendar year, whichever is the longer period. Such leave shall be credited as continuing service.

307 K. Political Leave

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

309 L. Exceptional Need Leaves

- 310 1. A leave without pay may be granted a Faculty Member for valid personal reasons of an exceptional nature.
- 311 2. Such leaves may be for periods of up to one (1) semester and may be extended for periods not to exceed twelve (12) months.

312 M. Leave Conditions

313 1. Approval of Leaves

314 a. To the extent permitted by applicable state and federal law, temporary disability leave, personal business leave, FMLA leave, bereavement leave, jury duty leave and military leave under paragraph J. 2. above, require administrative approval, which approval shall be given in all instances where the terms and conditions of this Agreement have been satisfied. Where practicable, the Faculty Member shall provide his/her Department Head with advance notice of the need to utilize said leaves. Said notice shall be framed with sufficient particularity to advise the Department Head of the reason for the absence and to establish its compensable nature under the terms of this Agreement. If advance notice is not practicable, the Faculty Member shall provide as much notice as circumstances permit. The Department Head may require said notice to be in writing.

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

316 In those instances where the Department Head decides that the Faculty Member's absence is to be regarded as lost time, he/she shall advise the Faculty Member of same in writing within twenty-four (24) hours of his/her

decision. The Department Head's notice to the Faculty Member shall be framed with sufficient particularity to advise the Faculty Member of the reasons for said decision.

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

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

319           2.   Time Limits

320           a. Where practicable, applications for Family Care, Professional, Exchange Professorship, Political, Exceptional Need, and Military Leaves under paragraph J.1. above, or extensions thereof, shall be submitted at least ninety (90) calendar days before the beginning of the semester the leave, or extension thereof, is desired to commence.

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

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

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

324           4.   Return from Leave

325           In those cases where a Faculty Member's leave expires during a semester in which he/she is scheduled to work, and the Faculty Member does not return by the date his/her leave expires, the Faculty Member shall be considered to have



voluntarily resigned, except as otherwise provided by state or federal law or in those verifiable limited situations where a Faculty Member was prevented from returning by circumstances (e.g. Acts of God, emergency hospitalization, etc.) beyond his/her control. Except as otherwise provided by state or federal law, in those cases where a Faculty Member's leave expires at the end of a semester, and the Faculty Member does not return by the beginning of the semester he/she is next scheduled to work, he/she shall be considered to have voluntarily resigned. Other exceptions may be made by EMU.

326     5.    Fringe Benefits

- 327     a.    The group medical benefits for a Faculty Member who is off the payroll and absent because of an unpaid medical leave due to injury or illness shall be continued by EMU for twelve (12) months. If the Faculty Member is still on unpaid medical leave when EMU's provision of group medical benefits terminates, the Faculty Member may continue those benefits at his/her own expense at the full group rate for the longer of: (1) an additional twelve (12) months or (2) the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the beginning of the unpaid leave. Pursuant to FMLA, EMU shall continue the dental benefits of a Faculty Member on unpaid medical leave for the period of the leave or for twelve (12) weeks, whichever is shorter. If the Faculty Member is still on unpaid medical leave when EMU's provision of FMLA-mandated dental benefits terminates, the Faculty Member may continue those benefits at his/her own expense at the full group rate for the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the date the Faculty Member's FMLA dental benefit continuation period ends. A Faculty Member who has been granted unpaid leave may request the continuation of life insurance at his/her own expense at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans.
- 328     b.    The group medical and dental benefits for a Faculty Member on unpaid FMLA leave shall be continued by EMU for the period of the leave or for twelve (12) weeks, whichever is shorter. If such a Faculty Member remains on family care leave when EMU's provision of FMLA-mandated group medical and dental benefits terminates, the Faculty Member may continue those benefits at his or her own expense at the full group rate for the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the date a Faculty Member's medical and dental continuation period ends. Such a Faculty Member who has been granted a family care leave may request continuation of life insurance at his/her own expense at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans.

- 329 c. All other Faculty Members who have been granted an unpaid leave may request the continuation of their medical and dental benefits at their own expense at the full group rate for the period mandated in the Faculty Member's circumstances by COBRA, which is usually eighteen (18) months from the beginning of the unpaid leave. Such Faculty Members may request the continuation of their life insurance and, in the case of Faculty Members on unpaid professional leave who are engaged in full-time study for an advanced degree, long-term disability benefits may be continued at their own expense at the full group rate for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefits plans.
- 330 d. Faculty Members electing to continue benefits at their own expense must make proper application and arrangements for the payment of such continued benefits in the Benefits Office. Elections to continue life insurance and disability benefits must be made by no later than thirty (30) calendar days prior to the commencement date of the leave. Elections to continue medical and dental benefits must be made within sixty (60) days or the later of: (1) the date upon which the Faculty Member's medical and dental coverage terminates due to the commencement of an unpaid leave, or (2) the date upon which the Faculty Member received notice from EMU's Benefits Office that he/she was entitled to continue those benefits under COBRA.
- 331 e. Faculty Members shall pay the full cost of continuing the above-mentioned benefits plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter. The final payment shall only cover those days of the quarter when a Faculty Member is not on EMU's active payroll.
- 332 6. Reinstatement of Benefits
- 333 Upon return from an unpaid leave, Faculty Members who did not continue the plan have thirty (30) days from the date of return to reinstate their fringe benefits. Faculty Members who fail to re-enroll as herein provided are excluded from these benefits until such time as they enroll and make proper application during an open enrollment period.
- 334 7. Compensation Deductions for Absences
- 335 For each day a Faculty Member is absent from work and not otherwise eligible for compensation during the period of said absence, the University shall deduct

one-fifth (1/5th) of one (1) week's salary for each day of absence. Prorata adjustments may be made for absences of less than one (1) day as hereinabove provided.

336      8.    Status During and After Leave

337            The base salary of a Faculty Member on leave shall be adjusted as if he/she is not on leave. All members of the Bargaining Unit who take any leave described in this Article shall continue to be deemed Faculty Members and such leaves shall not cause their employment status to be impaired, except as otherwise provided in this Agreement.

## **ARTICLE XII.**

### *SABBATICAL LEAVES, RESEARCH/CREATIVE ACTIVITY FELLOWSHIPS, AND OTHER AWARDS*

#### 338 A.    Sabbatical Leaves

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

- a. Professional Development
- b. Program Development
- c. Research, Artistic, Scholarly/Creative Activities
- d. Community Service

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

341      3.    A Faculty Member shall have the choice of applying for a leave of one (1) semester at full salary or two (2) semesters at one-half (1/2) salary. During a Sabbatical Leave the Faculty Member's contract with EMU shall remain unimpaired.

342      4.    Regulations Governing Sabbatical Leaves

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

- 344           b. If a Faculty Member's ranked position by the Screening Committee is  
bypassed by EMU because it is determined that his/her absence cannot be  
accommodated by the department because of staffing needs, and the  
Sabbatical Leave is granted in a subsequent year, the minimum twelve (12)  
semester period required between applications shall be reduced by the  
number of semesters of postponement.
- 345       5.    Procedures
- 346       Applications for Sabbatical Leaves for either one semester or two semesters shall be  
submitted to Department Heads not later than November 1st of the academic year  
preceding the anticipated leave in accordance with established University proce-  
dures. Applicants for Sabbatical Leaves shall be notified in writing no later than  
March 15th of the academic year preceding the anticipated leave as to the  
recommended disposition of their applications.
- 347 B.   Faculty Research/Creative Activity Fellowships
- 348       1.    In addition to the Sabbatical Leaves granted under Section A. above, EMU shall  
provide Faculty Research/Creative Activity Fellowships in direct support of  
research and/or creative activities, thereby recognizing that such activities are  
essential components of academic programs and an important element of  
professional growth and development affecting the quality and prestige of  
all programs.
- 349       2.    Faculty Research/Creative Activity Fellowships may include partial or full  
released time at full or partial salary as well as equipment, supplies, and travel  
allowances for the purpose of encouraging scholarly professional achievement  
and for the mutual benefit of the University and the Faculty Member. Faculty  
Research/Creative Activity Fellowships may require sustained off-campus work  
which may require released time from other normal Faculty duties and  
responsibilities (e.g. advising, service responsibilities, etc.). In these cases, an  
explicit rationale must be provided, in writing, as part of the application, as to  
how the research proposal to be executed requires a complete release from all  
departmental, college and university responsibilities. In granting a Faculty  
Research/Creative Activity Fellowship, the Provost and Vice President for  
Academic Affairs will specify whether and to what extent the Faculty Member  
is receiving released time.
- 350       3.    The level of funding for Faculty Research/Creative Activity Fellowships shall  
be established by the President with the authority of the Board of Regents.  
Funds will be administered by the Provost and Vice President for  
Academic Affairs.
- 351       4.    Departments in which Faculty Research/Creative Activity Fellowships have  
been received may replace with temporary help that portion of Faculty released  
time covered by Fellowship grants.

- 352      5. Faculty Members whose applications for Faculty Research/Creative Activity  
Fellowships are not approved and who desire a semester's leave of absence for  
study or professional activities may request temporary use of Plan C, provided  
EMU determines such arrangement can be accommodated within scheduling  
and program limitations.

353 C. Applications

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

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

360 D. Screening Committee

361 A broadly representative screening committee, consisting of six (6) Faculty  
Members appointed by Faculty Council, one (1) academic Dean, and two (2)  
academic Department Heads appointed by the President upon the recommendation  
of the Provost and Vice President for Academic Affairs, shall have the following duties:

- 362      1. Review and rank all applications for Sabbatical Leaves and Research/Creative  
Activity Fellowships and transmit the findings to the Provost and Vice  
President for Academic Affairs who shall review them and make his/her  
recommendation to the President.
- 363      2. Make an annual report containing an account of the operation of the Sabbatical  
Leave and Research/Creative Activity Fellowship program during the preceding  
year, and recommendations concerning any matter relevant to the program, a  
copy of which shall be made available to the Association.

364 E. Report of Project Activities and Results

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

366 F. Reimbursements

367 Reimbursements to EMU as hereinabove provided, shall be made on or before the date on which the Faculty Member was previously scheduled to return and/or reassume his/her employment. Reimbursements not remitted to EMU in full by said date shall be considered to be in default and EMU may enforce the obligations specified herein by a civil action for damages or such other remedies as may be available to it at equity or law.

368 G. Other Awards

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

## ARTICLE XIII.

### FACULTY PARTICIPATION IN GOVERNANCE

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

371 B. Department and College Committees

- 372 1. There shall be in each department, college or division, including Learning  
Resources and Technologies, a system providing for Faculty input in the areas  
of personnel, instruction, and finance. By way of illustration, Faculty may  
utilize the input system to provide their recommendations to the University on  
matters pertaining to the academic credentials and professional qualifications of  
instructional staff, Faculty teaching assignments, class size, override policies,  
teaching load equivalencies and departmental budget development.
- 373 2. Departmental and College Input Documents shall include the following information:
- 374 a. identification of those committees established for the purpose of providing  
input in the areas set forth in XIII.B.1. above;
- 375 b. the election process and criteria for determining Faculty eligibility for  
department/college committee service;
- 376 c. the size, composition and operational guidelines of each committee and the  
term of office of its members;
- 377 d. the process for replacement or recall of Faculty elected to committee service;
- 378 e. the process for searching for, screening and recommending Department  
Head candidates to the Dean.
- 379 It is understood that existing structures established under prior Agreements are  
acceptable insofar as they are consistent with the terms of the present Agreement.
- 380 3. Existing departmental and college structures may be reviewed and changes  
made subject to approval on a secret ballot by a majority of the Bargaining Unit  
Members in the department or college concerned, subject to paragraph 5 below.
- 381 4. Newly created or merged departments or colleges, and those departments or  
colleges that are otherwise absent a system for Faculty input as provided in this  
Agreement, shall develop and submit an Input Document for approval by no  
later than April 30 of the first (1st) complete year following the creation, split,  
or merger of a department or college, whichever is applicable. If such are not in  
place by April 30, as provided herein, the generic document developed and  
approved by EMU and the Association shall be implemented.
- 382 5. Changes at the department or college level must be submitted through the  
appropriate college level structure and approved by both the Dean or equivalent  
administrative agent and the Provost and Vice President for Academic Affairs.  
Prior to proposed changes being approved at either level, departmental and  
college recommendations shall be reviewed by the Association and the Assistant  
Vice President for Academic Affairs, for the purpose of determining whether such

recommendations are in compliance with the terms and conditions of the parties' Master Agreement. After the Dean or the Provost and Vice President for Academic Affairs receives a proposed change, a statement of approval or reasons for disapproval will be returned within thirty (30) days of receipt of the proposed change.

- 383     6. Faculty Members in each academic department who chair their department curriculum and finance committees shall be made aware of their department's budgetary and FTEF allocations by September 15 or ten (10) days following the date that the Department Head receives the information, whichever is later.
- 384     7. Faculty shall be involved in any and all future reviews of Spring and Summer course offerings, including the determination of the best method of undertaking such reviews and the evaluation of the results thereof.

385 C. Faculty Council

386     The Faculty Council shall consist of the Provost and Vice President for Academic Affairs, or his/her designated representative, as an ex-officio member and one (1) Faculty Member from each department, the Women's Studies Program and Learning Resources and Technology, each of whom shall be elected in accordance with the By-Laws of the Faculty Council. Additionally, the Dean of Graduate Studies and Research shall serve as an ex-officio member of any sub-committee of the Faculty Council that may be established to address Graduate Program issues.

387     The Faculty Council shall provide Faculty recommendations to the Provost and Vice President for Academic Affairs, with copies to the AAUP on all credit producing areas and instructional matters including but not limited to admissions, advising, withdrawals and incompletes, grading, attendance, assessment, General Education, Continuing Education, World College Programs, Graduate Programs, research, and other instructional matters affecting more than one (1) college.

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

389     It is understood by the parties that when Faculty input is sought, Faculty representatives on all university-wide committees, commissions, councils, or task forces shall be selected or appointed by the Faculty Council. This does not limit the University's right to invite Faculty to serve on any committee, commission, council or task force; however, these Faculty Members are not to be construed as providing Faculty input under Article XIII of the Agreement.



390 D. Graduate Council

- 391 The Graduate Council shall provide Faculty recommendations to the Dean of the Graduate School on all credit producing and instructional matters pertaining to graduate programs that are of concern to the Dean and/or Faculty including, but not limited to, admissions, advising, withdrawals and incompletes, grading, attendance, Continuing Education, World College Programs, research and other instructional matters. Prior to undertaking any action on a recommendation calling for Faculty input it is understood that the Dean of the Graduate School shall forward such recommendations through the input structures developed in paragraphs XIII.B. and C. above.
- 392 The Graduate Council shall consist of the Dean and the Associate Dean(s) of the Graduate School, two (2) Department Heads from the College of Arts and Sciences and one (1) Department Head from each of the other Colleges in the Division of Academic Affairs, one (1) Graduate Student from each College, as ex-officio members, and one (1) Faculty Member from each academic department in which graduate programs or courses are offered. Faculty representatives shall be elected annually by Faculty in their respective departments and shall be the voting members of the Graduate Council. Officers of the Graduate Council shall be elected from its voting members.
- 393 The Graduate Council and the Dean of the Graduate School shall mutually agree to any modification of the established system for providing recommendations and operational guidelines. The Association reserves the right to object to any modification(s) on the grounds that such modification(s) violate this Agreement or the Association's rights and obligations as the sole bargaining representative.

394 E. Continuing Education Advisory Council

- 395 1. A Continuing Education Advisory Council shall be established which shall consist of the Dean of Continuing Education and the associate and/or assistant Dean(s) of Continuing Education as ex-officio member(s), two (2) Department Heads appointed by the Provost, and twelve (12) Faculty Members. One (1) Faculty Member shall serve as a liaison to and shall be appointed by Faculty Council. The remaining eleven (11) Faculty Members shall be selected by the established systems providing for Faculty Input in the five colleges and in Learning Resources and Technologies so that each unit has at least one (1) representative. The number of Faculty Members to be selected by each college shall be directly proportionate to the number of Continuing Education credit hours generated by the college during the preceding year (sum of summer, fall, winter and spring enrollments). Faculty Members will serve staggered two-year terms.
- 396 2. The Continuing Education Advisory Council shall provide recommendations to the Dean of Continuing Education on instructional matters relating to Continuing

Education including but not limited to program and course offerings, potential markets and locations, and use of resources.

397 F. In all sections of this Agreement calling for Faculty input, it is understood that such input will be through the structures developed in XIII.B. and C. above.

398 G. Standing Committee on Departmental Evaluation Documents

399 1. A Standing Committee, consisting of four (4) representatives selected by the Association and four (4) representatives selected by EMU, shall be appointed. The Parties shall each designate a co-chair from among the members of the committee. The committee shall review all revisions submitted to modify existing documents or recommendations to create new Documents. The Committee may serve as a resource for the DED revision process and make recommendations to the Parties about evaluation criteria and procedures.

400 2. It is understood that the existing format, criteria, and standards of current Departmental Evaluation Documents established under the terms of the 1985 Master Agreement are acceptable insofar as they are consistent with the terms of the current Agreement.

401 3. Revisions

402 a. Revisions in existing Departmental Evaluation Documents that are consistent with the terms and conditions of this Master Agreement may be initiated by the Faculty in a department, the Department Head or the Dean of the college. Faculty Members and Administrators are encouraged to seek the advice of the Office of the Assistant Vice President for Academic Affairs and the Association prior to proposing revisions. Recommended changes shall be presented to the Faculty in the department, who shall be given an opportunity to vote on the proposed revision(s) and provide a written rationale in support of their position. The recommended changes shall be forwarded simultaneously to the Assistant Vice President for Academic Affairs and the Association for preliminary review and comment.

403 Proposed revisions, the vote of the departmental Faculty and any accompanying written rationale shall be reviewed by the Department Head and the Dean of the college, who shall either note concurrence with the recommended change(s) or, in a written statement, provide a rationale as to why the proposed change should not be approved. The recommendation for change, the Faculty vote and its written rationale, if provided, and the Department Head and Dean's concurrence or written exceptions shall be forwarded to the Standing Committee for its consideration.

404 b. Revisions must be submitted to the Standing Committee by no later than January 15 of each academic year and approved by no later than March 15 for such revisions to be applicable in the following year's evaluation process.

- 405           c. In those instances where there is not a majority vote of the Standing  
Committee to support a recommended change, the Departmental Evaluation  
Document shall stand as previously written.
- 406   Flowchart for Department Evaluation Document Revisions
1. Seek advice from the Assistant Vice-President for Academic Affairs and the Association.
  2. Department Evaluation Document revisions initiated (Faculty, Department Head or Dean.)
  3. Vote of Faculty.
  4. Pre-review by the Assistant Vice President for Academic Affairs and the Association.
  5. Return to Department for changes if required.
  6. Vote of Faculty, if substantive changes result from Step 4.
  7. Department Head concurrence or non-concurrence with rationale, copy to Faculty. If non-concurrence, opportunity for Faculty to revise.
  8. Dean concurrence or non-concurrence with rationale, copies to Faculty and Department Head. If non-concurrence, opportunity for Faculty to revise.
  9. Vote of Faculty if substantive changes result from Step 8.
  10. Standing Committee review.
  11. Return to department, if required, copies to Department Head and Dean.
  12. Vote of Faculty if substantive changes result from Step 11.
  13. Repeat Step 7 and 8, if required.
  14. Repeat Step 9.
  15. Final approval by the Standing Committee.
- 407   4.   New Departmental Evaluation Documents
- 408           a. Departments newly created, split, or merged during the life of this Agreement shall complete the development of a Departmental Evaluation Document and obtain Standing Committee approval by no later than April 30th of the first complete academic year following the creation, split, or merger of the department(s).
- 409           b. Procedural channels identical to those set forth in XIII.G.3.a. above shall be utilized when submitting proposed documents to the Standing Committee.
- 410           c. In those instances where there is not a majority vote of the Standing Committee to support a newly created Evaluation Document by April 30th of the first complete academic year following the creation, split, or merger of the department(s), applicants from said department shall be evaluated against the standards of performance set forth in Article XV of this Agreement.
- 411           d. During the year that a merged, split or newly created department is developing an Evaluation Document, Faculty affected by such creation, split, or merger shall be evaluated in accordance with the Departmental Evaluation Document that was applicable to their performance prior to said creation, split, or merger.

## **ARTICLE XIV.**

### ***FACULTY APPOINTMENTS, FACULTY PARTICIPATION IN GRADUATE PROGRAMS, REAPPOINTMENTS, TENURE AND PROMOTION***

#### **412 A. Appointments and Reappointments: General Provisions**

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

appointment, including any service/rank credit shall be forwarded, in order, to the Department Head or the appropriate administrative agent, the Dean of the college, the Provost and Vice President for Academic Affairs, the President, and the Board of Regents, for approval or disapproval.

- 419      5. Any terms and conditions in a letter of appointment to the Faculty beyond those provided by this Agreement shall be approved by the Provost and Vice President for Academic Affairs or his/her designee in the office of the Provost and a copy provided to the Faculty Member and the Association. Any extension(s) or modification(s) of any appointments which include terms and conditions beyond those provided by this Agreement, and any special understandings shall also be stated in writing by the Provost or his/her designee and a copy provided to the Faculty Member and the Association.
- 420      6. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.
- 421      7. Recommendations for appointment shall be made pursuant to the input system as specified in Article XIII, and only after careful professional review
- 422      8. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.
- 423      9. A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.
- 424      10. A regular non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall, if returned to the Unit, have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, except that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.
- 425      11. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the

certification of the agent shall be considered as previous membership in the Bargaining Unit.

- 426      12. Service as a full-time temporary employee outside the Bargaining Unit (e.g.  
Lecturers) may be considered as satisfying a portion of the required years of  
service specified in this Agreement. A Faculty Member who has full-time  
teaching or related professional experience at an institution of higher education  
or equivalent may receive credit at the time of his/her initial appointment for a  
portion of his/her teaching experience for the purpose of tabulating service/rank  
credit to determine his/her eligibility for consideration for tenure and/or, provided:
- 427            a. only full-time experience shall be considered for credit;
- 428            b. the service/rank credit given the new-hire shall be credited on a one year-for-  
one year basis;
- 429            c. the total years of credit that are accorded the new-hire shall not exceed one-  
half (1/2) of the total probationary years of service or two years, whichever  
is less, that are required before the Faculty Member is eligible for tenure  
consideration;
- 430            d. the number of years that are to be credited toward the Faculty Member's  
eligibility for consideration for tenure/promotion are stated in writing in an  
appointment letter, a copy of which shall be provided the Association.
- 431      In the event that credit for prior experience is not set forth in writing and  
granted prior to the Faculty Member's initial date of appointment, such credit  
shall be barred from further consideration.
- 432      13. A Faculty Member who applies for a position in a department other than the  
department in which he/she is currently assigned (i.e., a department other than  
that in which he/she currently holds rank and tenure or is working toward  
tenure), is eligible for consideration for employment in such other department  
the same as applicants from outside the University and shall be subject to the  
appointment procedures as specified in this Agreement, except in the case of a  
Faculty Member who is subject to layoff or on layoff status, who shall have  
preferential status as specified in Article VIII.
- 433      14. Rank and tenure status may be granted consistent with the appointment  
procedures provided for in this Agreement, subject to the approval by EMU as  
herein provided, except that any such appointment with a tenure date prior to  
the date of appointment in the "new" department shall require the specific  
approval of both a majority of the Faculty Members in the "new" department  
and approval of EMU at each review level.

- 434 15. Criteria to be followed and procedures to be considered in making decisions regarding applications for reappointment are set forth in Article XV.

435 B. Faculty Participation in Graduate Programs

- 436 1. EMU and the Association recognize that accrediting bodies (i.e., North Central Association, NCATE, etc.), professional organizations and agencies, regulatory or licensing agencies, and so forth, have an interest in reviewing the criteria and procedures used in determining which Faculty participate in graduate program activities. Graduate program activities may include:
- a. Teaching graduate courses;
  - b. Advising graduate students;
  - c. Providing assistance in research design, statistics, and methodology;
  - d. Supervising or serving on doctoral dissertation committees, specialist or master of fine arts thesis or final project committees, or master's thesis committees;
  - e. Preparing and/or evaluating comprehensive examinations;
  - f. Evaluating thesis and/or dissertation proposals or prospectuses;
  - g. Co-authoring published articles or serving as co-presenters with graduate students at professional meetings;
  - h. Supervising internships and clinical placements;
  - i. Serving as graduate coordinators or representatives on the Graduate Council;
  - j. Assisting in graduate program marketing, recruiting, and admissions;
  - k. Performing a variety of coordinating roles in one or more graduate programs.
- 437 2. No later than December 30, 2000, the Dean of the Graduate School, the College Dean, the Department Head and the program Faculty will provide the appropriate department committee with information regarding accreditation requirements and other relevant information to be utilized for the development of the criteria to be used for the selection and periodic review of Faculty who participate in graduate programs.
- 438 3. By April 30, 2001, Departments will forward these criteria through the Dean of the College for his/her review then to the Dean of the Graduate School for his/her review. Departments will review and revise these criteria as necessary. Periodic review of Faculty who participate in graduate programs shall occur at the time of initial appointment, at subsequent full evaluations and at the Professional Performance Evaluations pursuant to the procedures in the Departmental Evaluation Document.
- 439 4. No later than May 15 of each academic year commencing in 2001, departments with graduate programs shall forward to the Dean of the Graduate School a list of Faculty who participate in graduate programs.

440 C. Tenure

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

preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University academic tenure is awarded to a Faculty Member only after he/she has proven himself/herself to be a worthy member of the University community.

- 442     2.     **For Faculty Members hired prior to January 1, 1997**, the years of a probationary appointment for which a Faculty Member is evaluated and may be granted tenure are dependent on the rank at which the initial appointment is made, as follows:

443	<i>Initial Appointment Rank</i>	<i>Evaluation of Tenure</i>
	Professor	Second and Fourth Probationary Years
	Associate Professor	Third and Fifth Probationary Years
	Assistant Professor	Fourth and Sixth Probationary Years
	Instructor	Fifth and Seventh Probationary Years

- 444     3.     **For Faculty Members hired after January 1, 1997**, the years of a probationary appointment for which a Faculty Member is evaluated and may be granted tenure are dependent on the rank at which the initial appointment is made, as follows:

445	<i>Initial Appointment Rank</i>	<i>Evaluation of Tenure</i>
	Professor	Third Probationary Year
	Associate Professor	Fourth Probationary Year
	Assistant Professor	Fifth Probationary Year
	Instructor	Sixth Probationary Year

- 446     4.     Aliens will not be accorded tenure and shall be terminated unless they have attained lawful permanent resident status in the United States, or otherwise have the right to reside permanently in the United States by March 15 of the year in which final application for tenure is made.

- 447     5.     When tenure is granted it shall become effective at the beginning of the following academic year.

- 448     6.     For Faculty Members hired prior to January 1, 1997, in those instances in which a Faculty Member's last opportunity for tenure evaluation, as set forth above,



results in the denial of tenure, said Faculty Member shall be ineligible for further Bargaining Unit appointments to the Department/Area in which tenure was denied.

- 449      7. For Faculty Members hired after January 1, 1997, in those instances in which a Faculty Member's last opportunity for tenure evaluation, as set forth above, results in the denial of tenure, said Faculty Member shall be reappointed for one additional year to the Bargaining Unit in the Department/Area in which tenure was denied. Such individuals are not eligible for reconsideration or further evaluation for tenure during a terminal year appointment.
- 450      8. Appointments with tenure will be indeterminate and may be terminated only for a reasonable and just cause, except in the case of retirement (Article XX), medical disability (Article XVI), or layoff (Article VIII).
- 451      9. A non-Bargaining Unit employee who has Faculty rank at EMU and who has been previously granted tenure while a member of the Bargaining Unit shall, if returned to the Bargaining Unit, have his/her tenure recognized.
- 452      10. The tenure restrictions provided in this Agreement shall not apply to non-Bargaining Unit employees holding tenure prior to the effective date of the 1974 Master Agreement.
- 453      11. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured Faculty Members in the University or any division thereof.
- 454      12. Criteria and procedures to be considered in making decisions regarding tenure are set forth in Article XV.

455 D. Promotion

- 456      1. It is recognized that in certain academic disciplines attainment of specific degrees or prescribed number of credit hours may be less directly related to professional performance than in others. Academic attainment is stated below in terms of minimum degrees and credit hours. However, Departments may establish appropriate professional equivalencies for each of the academic requirements indicated below, subject to the approval of the Provost and Vice President for Academic Affairs, or his/her designee. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

457 Instructor

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

459 Assistant Professor

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

461 Associate Professor

462 For Faculty Members hired prior to January 1, 1997, four (4) years as an  
Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's  
degree plus an additional thirty-six (36) hours of graduate credit or equivalent.

463 For Faculty Members hired after January 1, 1997, five (5) years as an Assistant  
Professor, Doctor's degree or equivalent preferred; at least a Master's degree  
plus an additional thirty-six (36) hours of graduate credit or equivalent.

464 Professor

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

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

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

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

469 E. Tabulation of Duration of Appointments

470 To earn a full year of service/rank credit for the purposes of tenure, promotion,  
eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships,  
etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two  
(32) weeks during the regular Fall/Winter Semesters or while serving on a formal  
appointment under Plan C or Plan C<sup>1</sup>. Faculty Members who work less than thirty-  
two (32) weeks during the regular Fall/Winter Semesters or while serving on a  
formal appointment under Plan C or Plan C<sup>1</sup>, or whose appointment is less than  
100%, shall have their service/rank credit proportionately reduced. A Faculty  
Member shall not earn more than one (1) full year's service/rank credit during any  
twelve (12) month period commencing September 1 through and including  
August 31. Within these general guidelines, Faculty Members shall, except as  
otherwise provided in this Agreement, be accorded service/rank credit, as follows:

- |     |   |   |
|-----|---|---|
| 471 | <i>Creditable</i><br>Service on grants directly related to the Faculty Member's discipline  | <i>Non-Creditable</i><br>Time spent on unpaid leaves except as provided for in Article XI.                                  |
| 472 | Released time as provided for under Article V.  | Service on grants not directly related to the professional field in which the Faculty Member is employed by the University. |
| 473 | Time spent on Sabbatical Leaves or Faculty Research/ Creative Activity Fellowship Leaves.   |   |
| 474 | Other time spent on leave where service/rank credit is approved by EMU.   |   |
| 475 | Prior experience at other institutions of higher education or equivalent for which credit is given at the time of hire in accordance with the provisions of XIV.A.14. |   |
- 476 F. All grants of tenure or promotion shall become effective at the beginning of the academic year following the academic year in which application for same is made.

## ARTICLE XV.

### *EVALUATION CRITERIA AND PROCEDURES FOR REAPPOINTMENT, TENURE, PROMOTION, AND PERIODIC REVIEWS OF TENURED FACULTY*

- 477 A. 1. Each department shall conduct Faculty evaluations using procedures, techniques, and criteria specified in its Departmental Evaluation Document developed and/or subsequently modified in accordance with the Faculty input system as provided for in Article XIII.
- 478 2. There are three (3) kinds of evaluations of Faculty performance: (1) Interim Evaluations of probationary Faculty; (2) Full Evaluations of probationary and tenured Faculty for reappointment, tenure, and/or promotion; and (3) Professional Evaluations of tenured Faculty Members.
- 479 3. Evaluations shall be conducted in accordance with the schedules established in this article.

480 4. Annual Activity Reports

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

482 B. Evaluation Criteria

483 1. Instructional Effectiveness

484 a. The required and most important criterion is Instructional Effectiveness. The  
teaching Faculty shall give evidence of ability and commitment to lead  
students of varying capabilities into a growing understanding of the subject  
matter, tools, and materials of their disciplines. The Faculty Member shall  
demonstrate his/her continuing concern for Instructional Effectiveness  
through methods of presentation and evaluation of students. In support of  
Instructional Effectiveness, a Faculty Member must maintain a high level of  
knowledge and expertise in his/her discipline or area of specialization. In the  
case of non-teaching and library Faculty, satisfactory professional performance  
shall be the equivalent of Instructional Effectiveness.

485 b. Evaluation techniques for all Faculty Members shall include at least the  
following types of evaluation of teaching: peer evaluations, Department  
Head evaluations, student evaluations, and self evaluation. Where appropriate,  
assessment of academic advising of students shall also be included.  
Departments shall incorporate in their Departmental Evaluation Document:  
1) a set or sets of approved questions for the student evaluation form  
comprised of the two core items plus no fewer than an additional six items  
appropriate for the course format, 2) approved questions for peer and  
Department Head classroom visitations, and 3) a procedure for classroom  
visitations, covering whether and when notice of the visit will be given to  
the Faculty Member. Each individual peer and Department Head classroom  
visitation observation and related evaluative statements shall be in writing,  
shall name the observer, and shall be provided to the Faculty Member within  
ten (10) working days following the classroom visit. Rationale for evaluative  
statements must be explained and/or documented.

486 c. Faculty Members shall be responsible for retaining all original copies of  
approved student evaluation forms and summary reports, including hand-  
written comments, for the period under evaluation. During any evaluation of

Instructional Effectiveness, the Faculty Member shall make available to evaluators any and all copies of forms and reports, including handwritten comments, for such period.

- 487           d. All Full Evaluations (including Full Professional Performance Evaluations  
of Tenured Faculty) must include classroom visitations by the Department  
Head and members of the appropriate departmental committee.

488       2.   Scholarly and/or Creative Activity

489       The manner in which each of the Scholarly and/or Creative Activities listed below  
is counted toward fulfilling the evaluation criteria of each department is  
governed by its Departmental EvaluatiDocument.

- 490           a. A Faculty Member shall give documented evidence of his/her contribution to  
his/her discipline or area of specialization within the discipline or in an  
interdisciplinary specialization by scholarly investigation (e.g., research)  
and/or creative activity, and of its publication or other dissemination in one  
of the following ways:

- 491           (1)   In the classroom; or  
492           (2)   among practitioners in his/her discipline; or  
493           (3)   among a wider community.

- 494           b. It is intended that the Faculty Member shall utilize his/her expertise to  
address problems in his/her discipline or in an interdisciplinary specialization  
through scholarly and/or creative activity that clearly contributes to the  
discipline, specialization, or interdisciplinary area through:

- 495           (1)   Scholarly investigation, creative activity and/or research of an original  
and/or previously unreported nature; or  
496           (2)   applied research, investigation, or scholarly analysis of existing  
research, information, and creative endeavors resulting in the development  
of new data, information, applications, and/or interpretations.  
497           (3)   In disciplines where practice and tradition include Faculty involvement  
in student research which is subsequently published or otherwise  
disseminated, such research shall not be barred from consideration as  
appropriate scholarly activity, insofar as said Faculty involvement is  
shown to fulfill the expectations in 2.b.(1) or 2.b.(2) above.

498       c.   Retraining

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

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

501 d. Professional Development

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

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

504 Prior to undertaking any professional activity for which credit may be  
sought, a Faculty Member shall submit a written proposal for pre-approval  
to his/her department. The proposal shall outline the professional activity, its  
duration and the projected benefits of the activity. If approved by the  
Department Head and the appropriate departmental committee, the professional  
development, when completed, shall be evaluated to determine if it fulfills  
the criteria for such professional development contained in the Departmental  
Evaluation Document.

505 e. Grant Development/Administration

506 EMU and the Association recognize the need to encourage Faculty to engage  
in the vital process of seeking, obtaining and administering grants from  
outside agencies. The preparation of grant proposals for outside agencies,  
whether funded or not, and/or the administration of a grant project, shall be

considered as Scholarly/Creative Activity if said preparation involves scholarly activity (e.g., research or teaching projects) of a substantial nature. The applicant must document such activity and the importance of the endeavor to the discipline or interdisciplinary area, the department, the college and/or University as set forth in Article XV.B.2.b. above.

507 f. Doctoral Dissertation Research

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

509 3. Service

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

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

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

513 4. Standards of Performance

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

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

of the evaluation criteria provided herein, and all other terms and conditions of this Agreement.

- 516 In those instances where a requirement set forth in this Agreement diverges from a requirement set forth in the Departmental Evaluation Document, the more stringent requirement shall apply, except as modified by this Agreement. For purposes of further clarification, each Departmental Evaluation Document contains listings of activities that might be considered appropriate as counting toward fulfilling obligations in the areas of Instructional Effectiveness, Scholarly/Creative Activity, and Service. However, the fact that an applicant may cite an activity which is included in a Departmental Evaluation Document does not mean that it will automatically count toward fulfilling an evaluation criterion. Each Faculty Member must provide qualitative documented evidence that establishes that he/she has, in fact, satisfied the appropriate evaluation criteria. No activity shall count towards fulfilling an evaluation criterion without such qualitative documentation unless otherwise provided herein.
- 517 5. Only work completed while a Faculty Member is in rank at EMU may be counted for purposes of reappointment, tenure, and promotion decisions, unless, in accordance with Article XIV.A.14., partial service/rank credit is granted for experience prior to joining the Faculty at EMU. The partial service/rank credit which a Faculty Member receives at the date of hire, and the Instructional Effectiveness, Scholarly/Creative Activity, and Service documented during the period of time for which he/she is given credit at the initial date of hire shall be creditable for reappointment, tenure, and/or promotion, insofar as: (a) the activities are consistent with the definitions set forth in the Agreement; (b) the activities fulfill the standards of the Faculty Member's Departmental Evaluation Document; and (c) the Faculty Member's application for reappointment, tenure, and/or promotion is in compliance with the terms and conditions of this Agreement.
- 518 C. Procedures for Faculty Evaluation for Faculty Hired Prior to January 1, 1997
- 519 1. Evaluations shall be initiated in order that all reappointment, tenure, promotion, professional performance evaluations of tenured Faculty, and termination decisions may be made in accordance with the time schedules provided in this Agreement.
- 520 2. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The Department Head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.
- 521 3. Evaluations shall not be conducted during a term that a Faculty Member is on leave (as provided for in Article XI and/or XII).



522 D. Schedule of Evaluations for Probationary Appointments: Reappointment/Tenure for Faculty Hired Prior to January 1, 1997

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

INITIAL APPOINTMENT RANK	EVALUATION SCHEDULE						
	YEAR						
	1	2	3	4	5	6	7
PROFESSOR	I <sup>1</sup>	FR/T <sup>2</sup>	I	F/T <sup>3</sup>			
ASSOCIATE	I	F	FR/T <sup>2</sup>	I	F/T <sup>3</sup>		
ASSISTANT	I	I	F	FR/T <sup>2</sup>	I	F/T <sup>3</sup>	
INSTRUCTOR	I	I	F <sup>4</sup>	I	FR/T <sup>2</sup>	I	F/T <sup>3</sup>

1. I - Instructional Effectiveness and Service Evaluation

2. FR/T - Full Evaluation: Reappointment/Tenure

3. F/T - Full Evaluation/Final Tenure Decision

4. F - Full Evaluation

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

526 1. Interim Evaluations

527 a. Interim evaluations provide an evaluation of a Faculty Member's Instructional Effectiveness and Service activities.

528 b. Faculty performance is reviewed in the department without formal written evaluation and Faculty are reappointed in those years designated for Interim Evaluations unless a potential performance problem in Instructional Effectiveness or Service is perceived and the department elects to conduct a formal, written Full Interim Evaluation.

529 c. In a Faculty Member's first year of employment at EMU no Annual Activity Report is required. His/her interim evaluation during that year shall be conducted using information obtained through classroom visits, review of instructional materials and discussions with the Department Head and the appropriate departmental committee, and shall focus primarily on Instructional Effectiveness.

530 d. In all other interim-evaluation years and following receipt of the Faculty Member's Annual Activity Report, the Department Head and appropriate departmental committee shall meet with the Faculty Member to discuss his/her instructional and service activities, and review the results of the required evaluation techniques of Instructional Effectiveness set forth in Article

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

- 531 e. If the evaluators conclude that the Faculty Member's Instructional Effectiveness and Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the committee and the Department Head shall complete and sign an Interim Evaluation/Recommendation for Reappointment form which shall be placed in the Faculty Member's personnel file, with a copy provided the Faculty Member.
- 532 f. By February 15 of each year the Department Head shall inform the Dean and the Provost and Vice President for Academic Affairs in writing, that the Interim Evaluation has been completed and that the Faculty Member's performance has been deemed appropriate for reappointment for a subsequent probationary year.
- 533 g. In those instances where the department personnel committee and/or the Department Head perceive(s) that a performance problem pertaining to a Faculty Member's Instructional Effectiveness or Service may exist, they shall meet with the Faculty Member to discuss the perceived problem. Following said meeting, the Faculty Member may be required to submit to a Full Interim Evaluation. In the event a Faculty Member is so required, he/she must submit an Application for Full Interim Evaluation within thirty (30) calendar days of this notification. The application shall cover the record of Instructional Effectiveness and Service performed prior to the date of the Full Interim Application and not included in any prior evaluation.
- 534 h. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing and given to the Faculty Member, with a copy to the Dean and the Provost and Vice President for Academic Affairs.
- 535 i. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service does not fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing, jointly if there is agreement between the Department Head and

the committee, or separately if there is disagreement. The evaluation shall be given to the Faculty Member who may respond within five (5) working days of the receipt of the written results of the evaluation(s). The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her Instructional Effectiveness and/or Service that he/she deems appropriate.

- 536 j. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Vice President for Academic Affairs for their review. If the Provost and Vice President for Academic Affairs determines, subject to the provisions of Articles XV. and XVI., that a probationary Faculty Member's appointment shall not be renewed, he/she shall notify the Faculty Member by no later than March 15 of his/her decision.
- 537 k. EMU and the Association recognize that Interim Evaluations do not provide the in-depth documentation/evaluation and review afforded through the Full Evaluation process. Therefore, the parties understand and agree that Interim Evaluations shall not provide security that a subsequent Full Evaluation will result in reappointment or tenure. Furthermore, written evaluations or ratings particular to the Interim Evaluation process shall not set precedent for the written evaluation or ratings resulting from a Full Evaluation of any Faculty Member. Likewise, Full Evaluations which result in reappointment shall not be construed as a guarantee that any Faculty Member shall eventually be granted indeterminate tenure, since award or denial of tenure is based upon a de-novo review of the Faculty Member's entire performance record, which requires that any application for tenure include both narrative statements and supporting documentation that details the Faculty Member's performance in all three (3) areas of evaluation since the date of his/her appointment as a Bargaining Unit member, and, if applicable, performance prior to hire, in accordance with criteria, standards and practices established in this Agreement.
- 538 E. Procedures for Faculty Evaluation for Faculty Hired after January 1, 1997
- 539 1. Evaluations shall be initiated in order that all reappointment, tenure, promotion, professional performance evaluations of tenured Faculty, and termination decisions may be made in accordance with the time schedules provided in this Agreement.
- 540 2. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The Department Head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.
- 541 3. Evaluations shall not be conducted during a term that a Faculty Member is on leave (as provided for in Article XI and/or XII).

542 F. Schedule of Evaluations for Probationary Appointments: Reappointment/Tenure for Faculty Hired After January 1, 1997

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

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

II = Initial Interim Evaluation

F = Full Evaluation

CI = Comprehensive Interim Evaluation

T = Tenure Evaluation

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

546 1. Interim Evaluations

547 There are two types of interim evaluations: Initial Interim Evaluations and Comprehensive Interim Evaluations.

548 a. Initial Interim Evaluations

549 (1) Initial Interim Evaluations provide an evaluation of a Faculty Member's Instructional Effectiveness and Service activities in the years prior to the Faculty Member's first Full Evaluation.

550 (2) Faculty performance is reviewed in the department without formal written evaluation and Faculty are reappointed in those years designated for Initial Interim Evaluations unless a potential performance problem in Instructional Effectiveness or Service is perceived and the department elects to conduct a formal, written Full Interim Evaluation.

551 (3) In a Faculty Member's first year of employment at EMU no Annual Activity Report is required. His/her initial interim evaluation during that year shall be conducted using information obtained through classroom visits, review of instructional materials and discussions with the Department Head and the appropriate departmental committee, and shall focus primarily on Instructional Effectiveness.

- 552 (4) In all other initial interim-evaluation years and following receipt of the Faculty Member's Annual Activity Report, the Department Head and appropriate departmental committee shall meet with the Faculty Member to discuss his/her instructional and service activities, and review the results of the required evaluation techniques of Instructional Effectiveness set forth in Article XV.B.1.b. They shall include in their discussion a review of both the positive elements they see as well as those elements of the Faculty Member's performance where improvement might reasonably be expected by the time the Faculty Member undergoes a Full Evaluation. If the Faculty Member requests, the evaluators shall give some indication as to whether or not his/her Scholarly/Creative Activity is developing in a way that is appropriate for the department's standards.
- 553 b. Comprehensive Interim Evaluations
- 554 (1) Comprehensive Interim Evaluations provide an evaluation of a Faculty Member's Instructional Effectiveness, Service, and Scholarly/Creative Activity. Comprehensive Interim Evaluations occur in the year(s) following the Faculty Member's first Full Evaluation, but prior to the Full Evaluation for Tenure.
- 555 (2) Faculty performance is reviewed in the department without formal written evaluation and Faculty are reappointed in those years designated for Comprehensive Interim Evaluations unless a potential performance problem in Instructional Effectiveness or Service is perceived and the department elects to conduct a formal, written Full Interim Evaluation.
- 556 (3) In all Comprehensive Interim Evaluation years and following receipt of the Faculty Member's Annual Activity Report, the Department Head and appropriate departmental committee shall meet with the Faculty Member to discuss his/her Instructional Effectiveness, Scholarly/Creative, and Service activities, and review the results of the required evaluation techniques of Instructional Effectiveness set forth in Article XV.B.1.b. They shall include in their discussion a review of both the positive elements they see as well as those elements of the Faculty Member's performance where improvement might reasonably be expected by the time the Faculty Member undergoes a Full Evaluation for Tenure.
- 557 c. If, in either the Initial Interim Evaluation or the Comprehensive Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the committee and the Department Head shall complete and sign an Interim Evaluation/Recommendation for Reappointment form which shall be placed in the Faculty Member's personnel file, with a copy provided the Faculty Member.

- 558 d. By February 15 of each year the Department Head shall inform the Dean and Provost and Vice President for Academic Affairs in writing, that the Interim Evaluation has been completed and that the Faculty Member's performance has been deemed appropriate for reappointment for a subsequent probationary year.
- 559 e. In those instances where the department personnel committee and/or the Department Head perceive(s) that a performance problem pertaining to a Faculty Member's Instructional Effectiveness or Service may exist, they shall meet with the Faculty Member to discuss the perceived problem. Following said meeting, the Faculty Member may be required to submit to a Full Interim Evaluation. In the event a Faculty Member is so required, he/she must submit an Application for Full Interim Evaluation within thirty (30) calendar days of this notification. The application shall cover the record of Instructional Effectiveness and Service performed prior to the date of the Full Interim application and not included in any prior evaluation.
- 560 f. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing and given to the Faculty Member, with a copy to the Dean and the Provost and Vice President for Academic Affairs.
- 561 g. If, following a review of the Faculty Member's Application for Full Interim Evaluation, the evaluators conclude that the Faculty Member's Instructional Effectiveness and/or Service does not fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing, jointly if there is agreement between the Department Head and the committee, or separately if there is disagreement. The evaluation shall be given to the Faculty Member who may respond within five (5) working days of the receipt of the written results of the evaluation(s). The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her Instructional Effectiveness and/or Service that he/she deems appropriate.
- 562 h. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Vice President for Academic Affairs for their review. If the Provost and Vice President for Academic Affairs determines, subject to the provisions of Article XV. and XVI., that a probationary Faculty Member's appointment shall not be renewed, he/she shall notify the Faculty Member by no later than March 15 of his/her decision.
- 563 i. EMU and the Association recognize that Interim Evaluations do not provide the in-depth documentation/evaluation and review afforded through the Full Evaluation process. Therefore, the parties understand and agree that Interim Evaluations shall not provide security that a subsequent Full Evaluation will

result in reappointment or tenure. Furthermore, written evaluations or ratings particular to the Interim Evaluation process shall not set precedent for the written evaluation or ratings resulting from a Full Evaluation of any Faculty Member. Likewise, Full Evaluations which result in reappointment shall not be construed as a guarantee that any Faculty Member shall eventually be granted indeterminate tenure, since award or denial of tenure is based upon a de-novo review of the Faculty Member's entire performance record, which requires that any application for tenure include both narrative statements and supporting documentation that details the Faculty Member's performance in all three (3) areas of evaluation since the date of his/her appointment as a Bargaining Unit member, and, if applicable, performance prior to hire, in accordance with criteria, standards and practices established in this Agreement.

564 G. Procedures for all Faculty Members Undergoing Full Evaluations

- 565 1. Full Evaluations of Probationary Faculty Members for Reappointment  
and/or Tenure
- 566 a. For the purpose of determining whether or not a Faculty Member is eligible  
for reappointment and/or tenure, periodic Full Evaluations of probationary  
Faculty Members shall be conducted in accordance with the evaluation  
schedule as set forth in XV. D. and F. above.
- 567 b. By October 15 of each academic year that a Faculty Member is scheduled  
for a Full evaluation, he/she shall submit an application for evaluation to the  
Department Head wherein he/she provides a complete and documented  
statement of his/her instructional, service, and Scholarly/Creative activities.  
Scholarly/Creative activities which have been submitted for review, but  
which have not yet been accepted for publication or other dissemination in a  
specific form and forum (e.g., a specific journal, conference, or exhibition)  
may be included in the October 15 application if the Faculty Member has a  
reasonable expectation that they will be accepted prior to March 1 of the  
following year. Such Scholarly/Creative activities for which documented  
acceptance in the originally specified form (including editorially required  
modifications) and forum of dissemination is received prior to March 1 shall  
be deemed to satisfy the documentation requirement for the Full Evaluation.
- 568 c. It is not required that a Faculty Member make separate application for  
reappointment and/or tenure. A determination of a Faculty Member's  
eligibility for tenure shall be made in any Full Evaluation conducted in a  
reappointment year in which a Faculty Member has fulfilled the minimum  
number of years of service required for him/her to be granted tenure as  
provided in Article XIV.B.2.
- 569 d. Full Evaluations shall take into consideration the record of Instructional  
Effectiveness, Service and Scholarly/Creative Activity performed since the  
Faculty Member's initial probationary appointment or last Full Evaluation,

whichever is applicable, unless credit is accorded for experience pursuant to Article XIV.A.14. The Faculty Member's first Full Evaluation of Scholarly/Creative Activity for Associate Professor (Year 2), Assistant Professor (Year 3), and Instructor (Year 3) shall serve only to inform the Faculty Member of his/her progress in this area of performance. In all cases, a rating shall be assigned to the Faculty Member's performance in Scholarly/Creative Activity, but this rating shall be advisory only. The recommendation to reappoint or not reappoint during the first Full Evaluation shall be based solely on the Faculty Member's performance in Instructional Effectiveness and Service.

- 570 e. Full Evaluations shall be conducted in accordance with the procedures and techniques in the applicable Departmental Evaluation Document and the provisions of this Agreement, insofar as said procedures and techniques are available (e.g., due to the publication date, university student evaluations results may not be available). All evaluations shall be based on the standards of performance of said Departmental Evaluation Document and this Agreement.
- 571 f. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Vice President for Academic Affairs for their review. The Provost and Vice President for Academic Affairs shall notify the Faculty Member by no later than March 15 of his/her decision.
- 572 g. A Faculty Member hired prior to January 1, 1997, who is reappointed but not recommended for tenure after having served the minimum number of years necessary for tenure, must receive a written evaluation that provides a reasonable indication to the Faculty Member of what he/she must achieve in order to be granted tenure at the final review.
- 573 2. Full Evaluation of Faculty Members Applying for Promotion
- 574 a. A Faculty Member who is eligible simultaneously for tenure and promotion in the same academic year shall have the option of indicating via a checkbox on the Reappointment/Tenure application form that the application for full evaluation submitted on October 15 is also an application for Promotion. An update covering any activities between October 15 and February 1 may be provided by the applicant on February 1. The Faculty Member who is not simultaneously a candidate for tenure shall inform the Department Head in writing of his/her intent to apply for promotion by the previous October 15. Applications for promotion must be submitted by February 1. Scholarly/Creative activities which have been submitted for review, but which have not yet been accepted for publication or other dissemination in a specific form and forum (e.g., a specific journal, a conference, or exhibition) may be included in the February 1 application, if the Faculty Member has a reasonable expectation that they will be accepted prior to May 15. Such Scholarly/Creative activities for which documented acceptance in the



originally specified form (including editorially required modifications) and forum of dissemination is received prior to May 15 shall be deemed to satisfy the documentation requirement for the promotion application.

- 575        b. Application forms shall be consistent with the criteria and terms of this Agreement and shall be made available to Faculty Members by the Provost through their departmental offices. The Faculty Member eligible simultaneously for Tenure and Promotion in the same academic year shall have the option of indicating via a check box on the application form that the application for Full Evaluation submitted on October 15 is also an application for Promotion.
- 576        c. Evidence of the Faculty Member's Instructional Effectiveness, Scholarly/Creative Activity and Service since his/her last promotion, or, if applicable, initial appointment, shall be included in the application for promotion which shall be evaluated in accordance with the standards of performance, procedures and techniques as provided in the applicable Departmental Evaluation Documents and this Agreement, insofar as said procedures and techniques are available (e.g., due to the publication date, university student evaluation results may not be available).
- 577        d. The Faculty Member's response to his/her evaluation(s) and the Evaluation(s) shall be forwarded in turn to the Dean and the Provost and Vice President for Academic Affairs for their review. The Provost and Vice President for Academic Affairs shall advise the applicant of the results of his/her review by no later than May 31.
- 578        3.    Applicant Responsibility - Full Evaluation for Reappointment, Tenure and Promotion
- 579        It is the responsibility of each Faculty Member to document in clear and explicit terms both the quantity and quality of his/her activities. An Application for Full Evaluation shall include a narrative statement for each evaluation criterion explaining how and to what extent the activities claimed have met the standards set forth in the Departmental Evaluation Document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.
- 580        For example, a given Departmental Evaluation Document may specify that a Faculty Member's participation in meetings of professional societies, or regional or local sub-groups of such societies, will serve as a valid category/type of activity which may be cited in support of the Faculty Member's application for promotion. Such participation alone, however, does not relieve the Faculty Member of the burden of providing documented evidence detailing in clear and explicit terms in what specific respects his/her participation in such activity contributed to his/her discipline or area of specialization, or satisfies such other criteria for which it is offered. EMU and the Association intend to stress particularly the requirement that each evaluation candidate must, in his/her narrative statement submitted in support of his/her claims of Scholarly/

Creative Activity, explain in clear and explicit terms precisely how, why, and to what extent each of the cited activities has contributed to the discipline or area of specialization and otherwise fulfills the Scholarly/Creative Activity criterion of his/her evaluation document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.

- 581 In those instances where a Faculty Member has cited activities which appear  
in refereed journals or are published by reputable sources, or are presented in  
a clearly refereed format, reference to these activities and inclusion of copies  
of these materials (where feasible) shall be deemed to satisfy the documentation  
requirements.
- 582 If dissemination of Scholarly/Creative Activity is via the classroom, the Faculty  
Member shall provide a narrative statement which establishes specifically how  
the Scholarly/Creative Activity and/or its results have changed/improved the  
course content, the instructional methodology and/or the overall teaching-  
learning process.
- 583 4. Departmental Committee and Department Head Responsibilities - Full Evaluation
- 584 a. The Department Head shall provide each Faculty Member with the  
opportunity to bring his/her record of professional preparation and  
achievements (e.g. degrees, publications, etc.) up to date annually and shall  
deposit these additional records in his/her official personnel file and/or  
departmental file. It shall be the Department Head's responsibility to:
- 585 (1) Secure and maintain the results of all evaluations undertaken for the  
assessment of the Faculty Member's performance and make them  
available to the appropriate departmental committee at the time of  
the evaluation.
- 586 (2) Make available to the departmental committee, the application and all  
supporting documentation submitted by the Faculty Member.
- 587 b. The appropriate departmental committee shall review the application, all  
supporting data, and the evaluations conducted pursuant to this Article.  
Upon completion of the review, the committee shall prepare an evaluation  
report on the applicant.
- 588 The evaluation report shall be supported by narrative statements which  
explain in clear and explicit terms how/why the applicant's activities do or  
do not satisfy the standards of performance in the Departmental Evaluation  
Document and the terms of this Agreement. Specifically, the departmental  
committee shall explain:
- 589 (1) The evaluation efforts which were conducted and their individual results.

- 590                   (2) The qualitative and, where applicable, quantitative basis for all ratings  
which were assigned.
- 591                   (3) Precisely how and to what extent the activities claimed do or do not  
satisfy the standards of performance of the Faculty Member's  
Departmental Evaluation Document and the criteria of Article XV.B.  
above, and, in particular, how those activities claimed as Scholarly/  
Creative Activity have contributed to the discipline or area  
of specialization.
- 592                   The departmental committee shall submit a copy of its evaluation to the Faculty  
Member, who shall have five (5) working days to respond. The departmental  
committee shall forward to the Department Head the following:
- 593                   (1) The Faculty Member's application and supporting materials.
- 594                   (2) The departmental committee's evaluation.
- 595                   (3) All other supporting documentation, evaluation results, etc.
- 596                   (4) Any response(s) from the Faculty Member.
- 597                   c. The Department Head shall prepare his/her evaluation report taking into  
consideration:
- 598                   (1) The Faculty Member's application and supporting materials.
- 599                   (2) The departmental committee's evaluation.
- 600                   (3) The results of all evaluations undertaken for the assessment of criteria  
in XV.B., and other supporting documentation.
- 601                   (4) Any response(s) of the Faculty Member to the departmental  
committee's evaluation.
- 602                   The Department Head shall include in his/her evaluation, narrative statements  
which explain in clear and explicit terms how/why the applicant's activities do  
or do not satisfy the standards of performance in the Departmental Evaluation  
Document and the terms of this Agreement. Specifically, the Department Head  
shall explain:
- 603                   (1) The evaluation efforts which were conducted and their individual results.
- 604                   (2) The qualitative and, where applicable, quantitative basis for all ratings  
which were assigned.
- 605                   (3) Precisely how and to what extent the activities claimed do or do not  
satisfy the standards of performance of the Faculty Member's

Departmental Evaluation Document and the criteria of Article XV.B. above, and in particular, how those activities claimed as Scholarly/Creative Activity contributed to the discipline or area of specialization.

The Department Head shall submit a copy of his/her evaluation to the Faculty Member, who shall have five (5) working days to respond.

d. The Department Head shall forward to the Dean the following:

- (1) The Faculty Member's application and supporting materials.
- (2) The departmental committee's evaluation.
- (3) The Department Head's evaluation.
- (4) The results of all evaluations undertaken for the assessment of the criteria in XV.B. and all other supporting documentation.
- (5) Any response(s) of the Faculty Member to the departmental committee's or Department Head's evaluation.

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

5. Dean's Responsibility - Full Evaluation

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

6. Provost's Responsibility - Full Evaluation

a. Applications for Reappointment/Tenure

The Provost and Vice President for Academic Affairs shall review the Full Evaluations for reappointment and tenure and on or before March 15,

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

619           b. Applications for Promotion

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

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

622        8. Faculty Members may withdraw their applications for promotion at any time upon written request at the appropriate level without prejudice. All materials specifically submitted by the applicant shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.

623        9. The parties recognize that decisions with respect to the reappointment, tenure, and promotion of a Faculty Member result from critical professional evaluations and judgments. All individuals evaluating applications for reappointment, tenure, and promotion shall apply the standards of performance in the Departmental Evaluation Documents insofar as they are consistent with the terms of this Agreement, and they shall rate the applicant in accordance with the criteria and standards of performance therein. The requirements specified and provided in Article XIV., in addition to the results of evaluations as herein provided, shall be considered in making reappointment, tenure, and promotion decisions.

624        10. Negative Review

625        a. Applications for reappointment, final evaluation for tenure, and promotion which receive negative recommendations shall be forwarded through administrative review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection is based, subject to the provision of XV.D.11.b. below.

- 626           b. In the event that the Provost and Vice President for Academic Affairs disapproves of any recommendation for reappointment or a final tenure recommendation by the departmental committee or the Department Head, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations. A copy of any such statement of reasons and request for reconsideration and further recommendations shall be sent to the Faculty Member at the same time as the statement is sent to the department. When a response to the Provost's request is provided by the department, a copy shall at the same time be provided to the Faculty Member.
- 627           c. Further, should an application be returned to the department it shall be returned to the person(s) who made the original recommendation with which the Provost and Vice President for Academic Affairs takes issue and shall be returned within five (5) days of receipt thereof to the Provost and Vice President for Academic Affairs.
- 628           d. To deny a Faculty Member's application for re-appointment, tenure, or promotion, the Department Head, the Dean, or the Provost and Vice President for Academic Affairs must base such denial upon justifiable factors relative to the Faculty Member's failure to meet the standards of performance or other conditions set forth in this Agreement and/or the Departmental Evaluation Document. All letters of denial must clearly and concisely state the reasons for the denial and address themselves to how the applicant has been judged to have failed to satisfy the terms of this Agreement and/or the Departmental Evaluation Document.
- 629           e. Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.
- 630 H. For purposes of this Article, denial shall be construed to have occurred when the Provost and Vice President for Academic Affairs denies a reappointment, award of tenure, or promotion, or supports such denial from an earlier review and recommendation level. However, grievances of procedural violations in the evaluation process must be filed at the appropriate step of the grievance procedure (Step 1, 2 or 3) as provided in Article VII, subject to the time limits provided therein.
- 631           Denial of reappointment, tenure, or promotion of a Faculty Member shall be subject to review under the grievance procedure provided for in Article VII, commencing at Step 3.
- 632 I. Professional Performance Evaluations of Tenured Faculty
- 633           1. Standards of Performance
- 634           It is required that all tenured Faculty Members meet the criteria set forth in XV.B. above at a satisfactory level. In accordance with the rating scale provided

in all Departmental Evaluation Documents, a rating of Average denotes performance commensurate with the expectations for the Faculty Member's rank; therefore, in order for a tenured Faculty Member to be deemed satisfactory in a professional performance evaluation he/she must perform his/her professional responsibilities at a level required to receive a rating of at least Average in each of the three (3) evaluation areas in accordance with the standards of his/her Departmental Evaluation Document and the Master Agreement. Offset options allowed under Appendix C of the Agreement dated September 1, 1990 are eliminated.

- 635 A tenured Faculty Member's performance during each four-year period that he/she holds tenure at Eastern Michigan University shall be evaluated. During the professional performance evaluation of a tenured Faculty Member not seeking promotion, the Department Head shall review the annual activity reports applicable to the four (4) year evaluation period [i.e. the last four (4) years' performance of a tenured Faculty Member] to determine whether the Faculty Member's performance is satisfactory. (If the Department Head has information which indicates a significant problem in Instructional Effectiveness or if the Faculty Member has no record of Service, the Department Head may conduct a review more frequently.) If, upon completing a four (4) year review of the Annual Activity Reports and available relevant material, the Department Head (guided by the Departmental Evaluation Document) determines that a Faculty Member's performance meets or exceeds the department's standards for average, he/she shall so state in writing and place a copy of this statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the college Dean, and the office of the Provost and Vice President for Academic Affairs for inclusion in the University personnel file.
- 636 If, upon completing any review of the Annual Activity Reports, the Department Head determines that a Faculty Member's performance does not rise to the level of average in the Departmental Evaluation Document, he/she shall bring his/her concerns to the attention of the department's Personnel Committee. Together the Department Head and the committee shall review the Annual Activity Reports and any relevant information/documents (e.g., student evaluations, letters received, etc.) available to them. If their joint review concludes that there appear to be no deficits in the Faculty Member's performance, they shall say so in writing and place a copy of this statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the college Dean, and the office of the Provost and Vice President for Academic Affairs for inclusion in the University personnel file.
- 637 If the joint review confirms that there appear to be deficits in the Faculty Member's performance, he/she shall be given the opportunity to discuss his/her situation with the committee and the Department Head in order to determine how deficits might be corrected. If the deficits in the Faculty Member's performance are minor in nature and appear to be correctable within a period of one (1) academic year or less, the Department Head shall inform the Dean in writing of the department's concern, with a copy to the Faculty Member, and

the office of the Provost and Vice President for Academic Affairs for inclusion in the University personnel file.

- 638 The following year the Department Head and the department personnel committee shall meet with the Faculty Member and review that year's Annual Activity Report to determine if the deficit(s) in performance has been corrected. If the deficit(s) has been corrected, they shall say so in writing and place a copy of the statement in the Faculty Member's departmental personnel file, with a copy to the Faculty Member, the Dean, and the office of the Provost and Vice President for Academic Affairs for inclusion in the University personnel file.
- 639 If the Faculty Member's record over the period specified for correcting shortcomings indicates that performance problems remain, or if deficits are so serious as to take more than one year to correct, the department shall initiate a Full Professional Performance Evaluation. This Full Professional Performance Evaluation is to be conducted according to the standards and processes, and with the possible sanctions outlined below.
- 640 The parties agree that a Full Professional Performance Evaluation can be conducted as a result of a review that occurs in less than a four (4) year cycle, and a plan for improvement can likewise be established, if applicable, provided the procedures in marginal paragraph 628 are implemented prior to the initiation of the Full Professional Performance Evaluation.
- 641 It is expressly agreed that Full Professional Performance Evaluations are not to be substituted for routine professional performance evaluations, but only implemented where serious or long term problems exist.
- 642 If the Department Head and personnel committee disagree concerning the performance of the Faculty Member, the Department Head may call for a Full Professional Performance Evaluation.
- 643 2. Full Professional Performance Evaluation Process
- 644 During the Full Professional Performance Evaluation of a Faculty Member not seeking promotion, the Personnel Committee and Department Head shall meet with the tenured Faculty Member to discuss his/her Instructional Effectiveness, Scholarly/Creative and Service activities, the Annual Activity Reports applicable to the period under review, and the results of the required evaluation techniques set forth in Article XV.B.1.b. and any documentation the Faculty Member wishes to provide, to determine whether the Faculty Member's performance is satisfactory. If the Faculty Member's performance is determined to be satisfactory, the Department Head shall provide a written report that shall detail the evaluation and the basis for the determination that the Faculty Member is performing at a satisfactory level, which shall include appropriate reference to department standards set forth in the Departmental Evaluation Document and specific accomplishments of the Faculty Member in each of the three (3) areas of evaluation.



- 645 In those instances where the evaluators conclude that a Faculty Member has not performed at a satisfactory level, the Department Head shall reduce the evaluation to writing, clearly stating the basis for the determination. The Personnel Committee members shall signify their concurrence or non-concurrence and sign the evaluation, which shall then be given to the Faculty Member who may respond within five (5) working days of his/her receipt of the evaluation. The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her performance that he/she deems appropriate.
- 646 Upon completion of any Full Professional Performance Evaluation the Department Head shall meet with the college Dean to review the results of the evaluation(s).
- 647 In those instances where the Dean concurs with the department's evaluation(s) of satisfactory performance, the written report shall be forwarded to the office of the Provost and Vice President for Academic Affairs for inclusion in the Faculty Member's personnel file and a copy provided to the Faculty Member.
- 648 In those instances where the Dean does not concur with the department's evaluation(s) of satisfactory or unsatisfactory performance, the Dean shall reduce his/her objections to writing, and shall return the evaluation to the department for further consideration. The department and/or the Faculty Member may respond to the Dean within five (5) working days of receipt of the Dean's objection and may include in the response any and all evidence/documentation in support of the evaluation of a Faculty Member's performance.
- 649 If, after this further consideration, the Dean concurs with the department's evaluation of satisfactory, he/she shall say so in a letter to be placed in the departmental personnel file, with a copy to the Faculty Member, the Department Head, and the office of the Provost and Vice President for Academic Affairs for inclusion in the University personnel file.
- 650 3. Unsatisfactory Performance - Programs for Improvement
- 651 In the event there is final determination by the Dean of the college that the Faculty Member's performance for the period covered by the Full Professional Performance Evaluation is unsatisfactory, the Dean shall schedule a meeting to consult with the Department Head, the personnel committee, the Faculty Member, the Assistant Vice President for Academic Affairs, and a representative of the EMU-AAUP, to explore the structure for a program to assist the Faculty Member in correcting his/her unsatisfactory performance, which shall be set forth in a program and timetable for improvement of not less than one year's duration. The Program for Improvement shall set out expectations and assessment procedures based on the criteria in the Departmental Evaluation Document and this master Agreement. If there is disagreement between any of the aforementioned parties as to: a) whether a Program for Improvement should be written; b) the

contents of the Program for Improvement; or, c) the assessment of the Faculty Member's performance, the college Dean shall have the final responsibility for developing the Program for Improvement.

- 652 When the Program for Improvement is finalized, it shall be presented to the affected Faculty Member. Copies shall be forwarded to the Office of the Provost and Vice President for Academic Affairs and the Association.
- 653 Extensions of Programs for Improvement beyond the timelines originally established shall be possible, under the following conditions:
- 654 A meeting of all the parties (marginal paragraph 651) shall be convened to discuss a proposed extension.
- 655 Specific reasons for the desirability of an extension shall be presented by the Department Head.
- 656 An extension proposal must be finalized by the Dean of the college and presented to the Faculty Member no later than thirty (30) days prior to the expiration of the original Program for Improvement.
- 657 In the event there is a dispute pertaining to the appropriateness of a particular Program for Improvement, a Grievance may be filed commencing at Step Three of the Grievance Procedure set forth in Article VII. However, grievances of procedural violations in the Full Professional Performance Evaluation process must be filed at the appropriate step of the Grievance Procedure (Step One, Two) as provided for in Article VII, subject to the time-lines provided therein. For purposes of determining the time-lines for filing grievances at Step Three of the Grievance Procedure, University actions in the Full Professional Performance Evaluation process shall be construed to have occurred when the Association receives copies of Programs for Improvement (originals or extensions) from the Dean.
- 658 Once a Program for Improvement has been established, time-lines in the program shall govern any further evaluation of areas of deficiency or extensions of the program. The Faculty Member's progress shall be assessed by the Department Head in consultation with the department Personnel Committee at assessment points specified in the Program for Improvement.
- 659 The Department Head shall report the results of evaluations conducted at any interim assessment points provided in a Program for Improvement, and the final results of the assessment of a Faculty Member's compliance with a Program for Improvement to the Dean of the college who shall determine if the Faculty Member has satisfactorily completed the Program for Improvement. If he/she so concludes, he/she shall inform the Faculty Member in writing and provide a copy to the Provost, the Faculty Member, and the Association.

660 4. Sanctions

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

662 Professional Performance Evaluations shall not be conducted during a term that  
a Faculty Member is on Plan C or C<sup>1</sup> (as provided for in Article VIII) or is  
not teaching.

663 J. Evaluation of Department Heads

664 Faculty Members in a department shall be given the opportunity to present to the  
Dean of the college their evaluation of the Department Head using the form and  
procedures agreed upon by EMU and EMU-AAUP. Such evaluations shall be  
conducted for the purpose of improvement of the performance of the Department  
Head and should review the Department Head's strengths and weaknesses in  
meeting his/her obligations for department leadership and management. Departments  
may append any additional evaluation materials deemed appropriate by the Faculty  
in the department. Such evaluations shall be given triennially in the fall term or more  
frequently as requested by the Dean. Within forty-five (45) working days of the  
receipt of the results of these evaluations the Dean shall communicate with the  
Faculty in the department regarding the effect that these evaluations shall have.

665 Department Head Evaluation Procedures

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

- 667 1. schedule the evaluation
- 668 2. be responsible for distributing and collecting the evaluation forms
- 669 3. provide each Faculty Member with the Department Head Evaluation and any  
documentation the Department Head has furnished
- 670 4. tabulate the results and provide a statistical analysis to the department Faculty
- 671 5. type any Faculty comments to protect confidentiality
- 672 6. give the Department Head its statistical analysis and the typed comments and  
offer to meet with the Department Head to discuss the results. Upon receipt of  
the statistical analysis and the typed comments, the Department Head shall have  
ten (10) working days to respond in writing to the evaluation, if he/she desires.

- 673 7. provide the Dean with the statistical analysis, the typed comments, and the  
original evaluation forms and any written response from the Department Head.

## **ARTICLE XVI.**

### **NON-RENEWAL OF PROBATIONARY APPOINTMENTS, SUSPENSIONS, TERMINATIONS AND RESIGNATIONS**

#### **674 A. Non-Renewal of Probationary Appointments**

675 The parties recognize EMU's right not to renew a probationary appointment beyond its specified one (1) year term, or extended term, for performance, academic or financially related reasons. Such reasons shall include, but are not limited to, failure to meet the requirements for reappointment set forth in the Faculty Member's Departmental Evaluation Document or letter of appointment or reappointment, programmatic changes, or the reduction, reallocation, or elimination of financial resources within a department, college, or the University.

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

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

#### **678 B. Notice of Non-Renewal of Probationary Appointments**

679 When non-renewal of a probationary Faculty Member's appointment is based upon his/her performance, written notice of said non-renewal shall be given to the Faculty Member by no later than March 15 of the year immediately preceding the year for which the Faculty Member seeks reappointment. If non-renewal is based upon reasons other than the probationary Faculty Member's performance, written notice shall be given as follows:

- 680 1. No later than March 1st of the first academic year of service.
- 681 2. No later than December 15th of the second academic year of service.

- 682     3.    At least twelve (12) months before the expiration of an appointment or an  
extended appointment, after two (2) or more years of service at the institution.

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

684 C.   Suspension for Reasonable and Just Cause

685        A tenured or probationary Faculty Member may be suspended for reasonable and just cause. A Faculty Member shall only be suspended by the President, or his/her designee. The issue of with or without pay shall be determined by the circumstances of the suspension. Prior to the imposition of an unpaid suspension, the Assistant Vice President for Academic Affairs shall request a meeting of the Review Board (see Article VII.) to discuss the basis for the contemplated action and to permit the Association's Grievance Officer, the Faculty Member and other Association representatives serving on the Review Board, to provide information which they believe may merit consideration by EMU. The Review Board shall meet and conclude its discussion of the matter within five (5) work days of the Assistant Vice President's request for a meeting.

686 D.   Termination for Reasonable and Just Cause

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

688        Reasonable and just cause for termination will be related directly and substantially to the fitness of the Faculty Member in his/her professional capacity and limited to serious professional misconduct, failure to meet professional responsibilities as set forth in Article IX, or incompetence as determined through the evaluation procedure in Article XV.

689        Intentionally causing injury to persons and/or damage to property, forcibly interrupting the normal daily teaching, research or administrative operation of the University, or directly inciting others to engage in such actions shall also constitute reasonable and just cause.

- 690      2. A Faculty Member shall only be terminated by the President, or his/her  
designee. Prior to termination, the Faculty Member shall:
- 691           a. Be provided with a written statement of reasons for the contemplated action,  
a copy of which shall also be provided to the Association. Said statement  
shall be framed with reasonable particularity.
- 692           b. Prior to the imposition of a termination, the Assistant Vice President for  
Academic Affairs shall request a meeting of the Review Board (see Article  
VII.) to discuss the basis for the contemplated action and to permit the  
Association's Grievance Officer, the Faculty Member and other Association  
representatives serving on the Review Board, to provide information which  
they believe may merit consideration by EMU. The Review Board shall  
meet and conclude its discussion of the matter within five (5) work days of  
the Assistant Vice President's request for a meeting.
- 693           c. Be given an opportunity to discuss the contemplated action with the  
President, or his/her designee, looking for mutual settlement.
- 694      3. If there is no mutual settlement under D.2.c. above, the Faculty Member's  
termination shall be confirmed to him/her in writing, a copy of which shall be  
provided to the Association.

695 E. Termination for Medical Reasons

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

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

698 G. Resignations

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

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

## ARTICLE XVII.

### FACULTY PERSONNEL FILES

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

#### 702 B. Administration

- 703 1. The Office of the Provost and Vice President for Academic Affairs, or such other office as may be designated by EMU and announced to the Faculty, shall have custody and control of Faculty Members' personnel files. Departmental or college files shall not include pre-employment information, except those data reflecting academic records, vitae supplied by the Faculty Member and correspondence between the Department Head or Dean and the Faculty Member.
- 704 2. Information relating to payroll, fringe benefits, and other specialized type functions may be maintained in other departments to which such functions have been assigned.
- 705 3. Each Faculty Member has the right to know of each and every personnel file maintained on him/her as specified in 1. and 2. above.
706. The Association shall, upon request, be informed of the kind of information contained in such files provided for in B.2. above.

#### 707 C. Contents

- 708 Personnel files may contain the following items (either originals or copies) and shall not include items excluded under Michigan Public Act 397 of 1978 (Bullard-Plawecki).
- 709 1. Signed application form.
- 710 2. Transcripts supporting claim to academic work.
- 711 3. Documents supporting claim to professional training.
- 712 4. Letters and records describing work experience.
- 713 5. Copies of all statements of employment.
- 714 6. All documents relating to professional growth or performance.
- 715 7. All documents pertinent to resignation.
- 716 8. All documents pertinent to actions taken pursuant to the provisions of Article XVI.
- 717 9. Documents indicating special competencies, achievements, scholarly research, academic, professional, or other contributions.

- 718 10. Any statements that the Faculty Member wishes to have entered in response to  
or in elaboration of any other item in his/her file.
- 719 11. Medical records, except as excluded from the definition of “personnel record”  
in Public Act 397 of 1978, as amended.
- 720 The above items may be presented by the Faculty Member with a written  
request for inclusion in his/her file and shall be included as a matter of right.
- 721 D. Access
- 722 1. On the written request of a Faculty Member, the Office of the Provost and Vice  
President for Academic Affairs, or such other office as may be designated by  
EMU and announced to the Faculty, will make available the personnel file of  
the Faculty Member for examination by a designated representative of the  
Faculty Member. Such examinations shall be made in the presence of a  
designated representative of EMU.
- 723 2. Materials in the personnel files may be copied for use at formal hearings in  
the University.
- 724 3. The individual Faculty Member, on giving reasonable notice, shall have access  
to his/her own personnel files, excluding confidential letters of recommendation,  
during normal business hours under conditions which protect the integrity of  
the files. The Faculty Member shall have the right to copies of materials in his/  
her file at his/her own expense. The Faculty Member may be accompanied by a  
representative of his/her own choice at the time the file is examined.
- 725 4. The President and his/her designated representative shall have access to the  
personnel file for official University purposes, including, but not limited to,  
the following:
- 726 a. Maintenance of the files.
- 727 b. Use at official University hearings.
- 728 c. Use in court proceedings.
- 729 d. Evaluations.
- 730 e. Gathering of statistical information.
- 731 f. Responding to inquires from prospective employers for information  
and/or recommendations.
- 732 g. Responding to requests for information from state or federal authorities  
charged with enforcement of civil rights, tax, or other statutes.



- 733 5. Personnel files maintained at college and departmental levels shall be open to appropriate administrative officers and their designated representatives, and duly constituted Faculty Committees, for official University business.
- 734 6. Faculty Members have a right of inspection during normal business hours of information relating to payroll, fringe benefits and other similar specialized items of information which apply to the particular Faculty Member making the request.
- 735 7. EMU will not divulge any data or information from its files relating to any identified Faculty Member without the express written consent of the Faculty Member, except as evidence in University hearings, as evidence in legal disputes or in response to a compulsory legal process and except as provided in Article XVII.D.4.f. and g. This provision shall not prohibit publication of statistical information or other use of data in which no individual is particularly identified.
- 736 E. Correction of Factually Erroneous Information
- 737 If a Faculty Member should become aware of information included in his/her personnel file that is factually in error, the Faculty Member may petition, in writing, the Assistant Vice President for Academic Affairs, or his/her authorized designee, to remove said information from the file. The Faculty Member shall bear the burden of proof of establishing that the information is factually in error. If the Assistant Vice President for Academic Affairs or his/her authorized designee, concludes that the information is in error, such information shall either be excised from the document in which it is located, or the document removed from the Faculty Member's personnel file, whichever the Assistant Vice President for Academic Affairs, or his/her authorized designee, in his/her sole discretion, shall determine to be appropriate. The decision of the Assistant Vice President for Academic Affairs, or his/her authorized designee, pursuant to this Article XVII.E., shall be final and binding on the Faculty Member and the Association, and is hereby expressly excluded from the grievance and arbitration provisions of this Agreement. Further, discussions and/or decisions made pursuant to this Article XVII.E. shall not be introduced as evidence or otherwise considered in any grievance, arbitration, or other proceeding against EMU pertaining to the appointment, reappointment, tenure or promotion of a Faculty Member, or any other matter.

## ARTICLE XVIII.

### COMPENSATION

#### 738 A. Salary Period

- 739 All salaries of Faculty Members shall be determined in accordance with the terms of this Agreement. Salaries in force and effect as of the first (1st) day of the 2000 Fall

Semester shall continue in full force and effect, except as otherwise adjusted in accordance with the express terms and conditions of this Agreement.

740 B. 2000-01 Salary Adjustment

- 741 1. Effective with the beginning of academic year 2000-01 each Faculty Member appointed prior to September 1, 1999, shall receive a five percent (5%) increase in his/her academic year base salary
- 742 2. Following the salary adjustment hereinabove provided for academic year 2000-01, those Faculty Members granted promotions which are effective with the beginning of the 2000-01 academic year shall receive those promotional increments provided in XVIII.L. below.

743 C. 2001-02 Salary Adjustment

- 744 1. Effective with the beginning of the academic year 2001-02, each Faculty Member appointed prior to September 1, 2000, shall receive an increase of four percent (4%) in his/her academic year base salary.
- 745 2. Following the salary adjustment herein above provided for academic year 2001-02, those Faculty Members granted promotions which are effective with the beginning of the 2001-02 academic year shall receive those promotional increments provided in XVIII.L. below.
- 746 The University shall offer a Preferred Provider Option (PPO) health care program to take effect January 1, 2001. Each Faculty Member who enrolls in the PPO during the Fall 2000 enrollment period shall receive an additional one-thousand dollars (\$1,000) increase added to his/her Fall 2001 base salary, following the adjustment set forth in C.1. above.

747 D. 2002-03 Salary Adjustment

- 748 1. Effective with the beginning of the academic year 2002-03, each Faculty Member appointed prior to September 1, 2001, shall receive an increase of five percent (5%) in his/her academic year base salary.
- 749 2. Following the salary adjustment hereinabove provided for academic year 2002-03, those Faculty Members granted promotions which are effective with the beginning of the 2002-03 academic year shall receive those promotional increments provided in XVIII.L. below.

750 E. 2003-04 Salary Adjustment

- 751 1. Effective with the beginning of the academic year 2003-04, each Faculty Member appointed prior to September 1, 2002, shall receive an increase of five percent (5%) in his/her academic year base salary.

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

797 N. Salaries for Teaching Continuing Education Courses

798 1. Except as provided below, the minimum salaries for teaching courses offered through Continuing Education shall be \$1,100.00 per credit hour.

799 When an academic department or college has approved an entire degree or certificate program as a Continuing Education offering, and when the administration has determined that the program is fiscally viable and continuing to offer it is in the best interest of the University, Faculty Members teaching in such a program will be compensated at ten percent (10%) of salary per three credit course during Spring and Summer terms.

800 2. Faculty may be paid at rates in excess of those set forth in N.1. above in those instances where market factors require higher rates of pay, which shall be determined by EMU in its sole discretion. Additionally, the foregoing compensation schedule may be increased at the discretion of EMU. Similarly, Faculty may be paid at rates below those set forth in N.1. above for teaching off-campus courses offered through Continuing Education, which do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Faculty Member prior to his/her accepting and undertaking the teaching assignment. Copies of all letters to Faculty Members in confirmation of a Continuing Education appointment shall be sent to the EMU-AAUP Office.

801 3. Reimbursement for use of personal cars, will be made at the rates set forth by the Internal Revenue Service.

802 O. Grant Compensation

803 1. A Faculty Member shall be eligible for grant compensation specifically provided for in an approved grant, subject to any limitations imposed by the granting agency's guidelines and regulations.

804 2. For the sole purpose of reporting effort on grants and contracts (concurrent with an academic year appointment), subject to approval of the Director of the Office of Research Development, time spent on Instructional, Scholarly/ Creative Activity and Service may be used as partial fulfillment of the level of effort expended on the grant or contract.

805 3. When a Faculty Member is appointed to a grant concurrent with a regular appointment for the academic year, Spring or Summer session, additional

compensation is not allowed if the granting agency specifically prohibits such compensation. In those instances where a Faculty Member cannot receive additional compensation because the granting agency prohibits such compensation, released time from other activities may be allowed, subject to administrative approval, and subject to funding provided by the grant.

- 806      4. In the case of short-term grant activity concurrent with a regular appointment and constituting less than one-quarter (1/4) released time, a Faculty Member may, at the request of the grant administrator, and with the approval of the Director of the Office of Research and Development, be compensated. This paragraph serves to limit the number of days that a Faculty Member may work on grants on an overload basis, i.e. up to a 24% time commitment (when the time commitment is 25% or more, the faculty member must take release time). The rate of compensation will be at a daily rate of six tenths of one (1) percent (.006) of base pay, or the specific amount allowed by the grant. This paragraph shall not serve to limit a faculty member's total compensation, provided additional compensation meets the approval of the granting agency's guidelines and regulations.
- 807      5. Faculty Members assigned to grants on an annualized appointment shall be paid an annualized salary equal to their base salary, multiplied by 1.44. Faculty working on annualized grant assignments shall not be required to be actively at work during the periods specified in Article IX.E.
- 808      6. For Faculty Members assigned to grants between the Winter and Fall Semesters or for periods in which they hold no regular appointment, compensation shall be as follows:
- 809          a. Weekly - 3% of base salary per week.\*
- 810          b. Daily - .006 (6/10th of one percent) of base salary.
- 811          c. An amount allowable under the terms of the grant.
- 812          \* Faculty Members assigned to grants on this basis shall be required to be actively at work during each week for which compensation is received including those periods specified in Article IX.E., and other break periods in the academic calendar.

813 P. Substitution Pay

- 814      A Faculty Member who agrees to substitute for an absent Faculty Member whose temporary disability leave is being debited shall be compensated as provided below:
- 815      1. For each course taught, the Faculty Member shall be compensated after the first one hour of substitution at the rate of \$46.00 per credit hour class met or per two (2) lab contact hours met.

- 816 2. In those limited instances where it is apparent that a Faculty Member's period of absence due to illness or injury will be of extended duration, the Dean may authorize the Department Head to engage the services of a Faculty Member and compensate him/her at the foregoing rates commencing with the first hour of substitution.

## ARTICLE XIX.

### FRINGE BENEFITS

#### 817 A. Description and Listing

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

#### 819 B. Eligibility

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

#### 821 C. Group Medical Benefits Plan

- 822 1. Commencing with their first actual day of work, Faculty Members shall be provided Basic Blue Cross and Blue Shield, Comprehensive Hospital Care with MVF-1 Medical-Surgical Care, and Master Medical Catastrophic (MMC) Additional Benefits, which include comprehensive, semi-private hospital care, plus medical and surgical coverage, lab fees and X-rays, immediate maternity benefits, and pre and post natal care. Such MMC Additional Benefits shall be subject to a deductible of \$100 per person or a total of \$200 per family in a calendar year. In all other respects, MMC Additional Benefits shall be as provided for in MMC Option 4. A comparable group medical benefits plan may be substituted for the above, subject to the Association's approval, whose approval shall not be unreasonably withheld.

- 823 Faculty Members shall have the option of participating in the Community Blue Preferred Provider Organization plan with the benefits as set forth in Appendix K. Future changes in benefits offered through this PPO or any other PPO plan shall be subject to negotiation with the EMU-AAUP. Any Faculty Member who enrolls in this PPO during the Fall 2000 open enrollment period will receive \$1,000 added to his/her Fall 2001 base salary.
- 824 Further, the University agrees that Faculty Members may have the option of participating in at least one (1) Health Maintenance Organization plan as selected by the University which shall provide the benefits set forth in Appendix J. The M-Care POS will be eliminated effective December 31, 2000 and the M-Care HMO described in Appendix J will be offered effective January 1, 2001. Future changes in the benefits offered through any such HMO Plan shall be subject to negotiation with the EMU-AAUP.
- 825 2. MSO (Mandatory Second Opinion) Rider
- 826 In instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an employee obtain a second medical opinion, paid for by the University, for surgical procedures involving:
1. eyes (primarily cataract surgery)
  2. gall bladder
  3. hernia repair
  4. heart bypass
  5. heart valve
  6. hysterectomy
  7. fallopian tubes and/or ovaries
  8. nasal (primarily rhinoplasty)
  9. tonsils and/or adenoids
  10. prostate
- 827 Notwithstanding the results of the second medical opinion, the employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).
- 828 In order to obtain the mandatory second opinion, the employee is required to contact Blue Cross/Blue Shield office of Michigan Referral Center, which will furnish to the employee the names of three (3) specializing physicians from whom the employee may choose one (1) for the second opinion.
- 829 At the employee's option, a third surgical opinion for the ten (10) surgeries listed above will be provided when the second opinion did not confirm the first surgeon's recommendation.

- 830 In addition, the University shall also provide a voluntary second opinion program whereby the University agrees to pay for a second medical opinion, if so elected by an employee, prior to surgery for procedures not specifically stipulated in the mandatory program.
- 831 3. Faculty who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University-provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active Faculty who are age sixty-five (65) or over.
- 832 Additions and changes to a Faculty Member's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in any additions and/or changes being excluded from such benefits plan until such time as the Faculty Member enrolls and makes proper application during an open enrollment period.
- 833 4. To qualify for the medical benefits as above described, each Faculty Member must individually enroll and make proper application for such benefits at the Benefits Office, within thirty (30) calendar days of the commencement of his/her regular employment with the University. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application during the annual open enrollment period.
- 834 5. Provided proper application and enrollment is made by a Faculty Member, the University agrees to pay the cost for maintaining the medical benefits plans described in this Section C., for the Faculty Member, his/her spouse and eligible dependent children under nineteen (19) years of age, subject to the other terms and conditions of each of the respective plans.
- 835 In the event that either federal or state health care reform legislation causes a substantial increase in the cost to the University of providing the medical benefits described in this Section C., the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- 836 6. The University shall pay the aforementioned cost for the period that the Faculty Member is on the active payroll and while a Faculty Member is off the payroll and absent because of medical leave due to injury or illness as provided for in Article XI.M.5.
- 837 7. Faculty Members laid off or on unpaid leave shall have their group medical benefits continued, or shall be eligible to continue their benefits, as provided for in Articles VIII.E.3. and XI.M.5.

- 838 Further, Faculty Members who are disabled and receiving long-term disability  
benefits may likewise continue their group medical benefits plan in accordance  
with the terms and conditions set forth in Article XI.M.5., except that the twelve  
(12) months or maximum COBRA period limitation on continuation of group  
medical benefits is not applicable. Faculty Members participating in  
continuation of their group medical benefits plan pursuant to this provision may  
continue to do so for as long as they are eligible to receive long-term  
disability benefits.
- 839 8. The cost of medical benefits for eligible dependents in the following categories  
shall be paid in full by the Faculty Member:
- 840 a. Eligible dependent children between the ages of nineteen (19) and  
twenty-five (25).
- 841 b. Eligible dependents other than a spouse or domestic partner or children less  
than twenty-six (26) years of age, related to the Faculty Member by blood or  
marriage or who reside in the Faculty Member's household. Such dependents  
must depend on the Faculty Member for more than one-half (1/2) of their  
support and must have been reported on the Faculty Member's most recent  
income tax return.
- 842 9. A Faculty Member's medical benefits plan shall terminate effective at the  
end of the month in which the Faculty Member is terminated, is laid off, the  
group medical benefits plan terminates, or the Faculty Member goes on  
unpaid leave, resigns, or retires, except as otherwise provided in this  
Agreement.
- 843 10. In many cases COBRA requires that the opportunity to continue medical  
and dental benefits be extended:
- 844 a. to Faculty Members who voluntarily or involuntarily have terminated  
employment (except in cases of gross misconduct) or who have reduced  
their hours or had their hours reduced to such extent that they are  
ineligible for coverage;
- 845 b. to surviving spouses or domestic partners and dependents upon the death  
of a Faculty Member;
- 846 c. to spouses or domestic partners and dependent children in the event of  
a divorce;
- 847 d. to dependent children who exceed the plan's age limitations;
- 848 e. to spouses or domestic partners and dependents of Faculty Members who  
become entitled to Medicare coverage.



- 849 11. Faculty Members and the spouses or domestic partners and dependents of Faculty Members who are eligible to continue medical and dental coverage under COBRA may do so for the period mandated in the individual's circumstances by COBRA. For benefits lost by Faculty Members and their spouses or domestic partners and dependents due to a Faculty Member's termination of employment or reduction in hours, that period is usually eighteen (18) months. For benefits lost by spouses or domestic partners and dependents of a Faculty Member due to the occurrence of other events that trigger COBRA coverage, the period is usually thirty-six (36) months. In accordance with COBRA, EMU shall require payment of a premium for the period of coverage continuation and shall charge up to the maximum premium allowed by COBRA.

850 D. Group Life and Accidental Death and Dismemberment Benefits

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

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

Examples of Salary Levels	Less than One (1) Year of Service	Over One (1) Year of Service	Age Sixty-Five (65) and over
\$25,001	\$26,000	\$52,000	\$33,800
\$25,950	\$26,000	\$52,000	\$33,800
\$30,300	\$31,000	\$62,000	\$40,300
\$40,000	\$40,000	\$80,000	\$52,000
\$46,100	\$47,000	\$94,000	\$61,100
\$50,500	\$51,000	\$102,000	\$66,300
Maximum Coverage level is \$275,000			

- 853 2. To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Faculty Member must individually enroll and make proper application for such coverage at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with

EMU. Faculty Members who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

- 854      3.      Provided proper application and enrollment is made by a Faculty Member, EMU shall pay the cost for maintaining the benefits plan described above, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit cost.
- 855      4.      Changes in benefit amounts based on changes in annual base salary occur effective with the effective date of the change in annual base salary. Base salary excludes supplemental appointments and any other extra compensation.
- 856      5.      The group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that a Faculty Member is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, when a Faculty Member terminates his/her employment with EMU, he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the Faculty Member may convert his/her group life insurance, without medical examination, to an individual benefits plan. The Faculty Member shall pay the full cost of such individual benefits plan. Plan options and availability shall be determined by the insurer.
- 857      6.      Faculty Members laid off or on unpaid leave shall be eligible to continue their group life and accidental death and dismemberment insurance benefits as provided for in Article VIII.E.3. and XI.M.5., respectively.

858 E.    Dental Care Benefits

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

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

861	<u>Dental Care Benefits</u>	<u>Dental Care Plan Pays</u>	<u>Faculty Member Pays</u>
	Diagnostic <sup>1</sup>	100%	0%
	Preventive <sup>1</sup>	100%	0%
	Emergency Palliative <sup>1</sup>	100%	0%
	Radiographs <sup>1</sup>	100%	0%
	Oral Surgery <sup>1</sup>	75%	25%
	Restorative <sup>1</sup>	75%	25%
	Periodontics <sup>1</sup>	75%	25%

862 Maximum Contract Benefit <sup>1</sup> \$1,000 per person total per contract year.  
<sup>2</sup> Lifetime maximum benefit of \$1,500 per person.

- ## 866 F. Long-Term Disability Benefits

- 868      2. To qualify for long-term disability benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan, until such time as he/she enrolls and makes proper application with the Benefits Office.
- 869      3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the premium for maintaining the above described benefits subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.
- 870      4. Changes in benefits amounts based on changes in annual base salary occur effective with the effective date of the change in annual base salary. Base salary excludes supplemental appointments and any other extra compensation.
- 871      5. Except as otherwise provided in this Agreement, a Faculty Member's long-term disability benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, a Faculty Member on an unpaid leave who is engaged in full-time study for an advanced degree shall be eligible to continue his/her long-term disability benefits as provided for in Article XI.M.5.

872 G. Workers' Compensation Benefits

- 873      EMU shall insure all Faculty Members for on-the-job injuries in accordance with the Michigan Workers' Compensation statutes.

874 H. University Business Travel Insurance Coverage

- 875      1. EMU shall provide and maintain for all full-time Faculty Members traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of \$100,000 for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to any one (1) Faculty Member shall be proportionately reduced based on the number of individuals making claim.
- 876      2. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be provided for in EMU's policy with its carrier.

877 I. University Business Travel Automobile Insurance Coverage

- 878      1. EMU agrees to include Faculty Members as additional insureds under its automobile insurance coverage. Such coverage shall provide bodily injury and

property damage liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first dollar basis (no deductible) for Faculty Members operating a University-provided automobile.

- 879      2.    This coverage shall also apply for Faculty Members operating a vehicle not provided by EMU while on University business. However, this coverage shall be secondary to (in excess of) any other coverage provided on behalf of the Faculty Member, such as a personal automobile policy. Where other coverage is not provided the Faculty Member, EMU's automobile policy shall apply with a deductible. The deductible shall be equivalent to the limits of mandatory automobile coverage required by the state of Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury; \$10,000 property damage).
- 880      3.    All other specific terms, conditions, limits of liability, and exclusions applicable to this insurance shall be as provided for in EMU's policy with its carrier.

881 J.    **Parking**

882      EMU shall provide parking at no charge for all Faculty Members.

883 K.    **Banking**

884      1.    Credit Union

885            EMU shall provide Faculty Members with optional payroll deductions for the EMU Credit Union.

886      2.    Direct Deposits

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

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

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

890      1.    Policies

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

892            b. Applications for approved travel at EMU expense shall be submitted on APPLICATION FOR TRAVEL, Form B-6. Completed applications should be made to the appropriate account executive at least five (5) working days before a trip is taken.

- 893           c. Costs of travel are charged to the departmental account of the authorizing  
              office.
- 894           d. Reservations, schedules, and all arrangements for travel and lodging are the  
              responsibility of the traveler.
- 895       2. Travel Allowances
- 896           Reimbursement for ordinary expenses incurred in travel for EMU is made  
              according to the following schedule of approved travel and subsistence  
              allowances:
- 897           a. Commercial Transportation: Economy Fare.
- 898           b. Personal Motor Vehicle: IRS rates.
- 899           Reimbursement for use of personal motor vehicles shall not exceed the  
              equivalent of economy air fare.
- 900           c. Lodging and meals
- |           |   |
|-----------|---|
| Lodging   | Actual/Reasonable supported by receipts |
| Breakfast | Actual/Reasonable supported by receipts |
| Lunch     | Actual/Reasonable supported by receipts |
| Dinner    | Actual/Reasonable supported by receipts |
- Note: Tips are included in the above meal allowances
- 901           d. Miscellaneous
- |   |             |
|---|-------------|
| (1) Conference registration fees                    | Actual Cost |
| (2) Tips (hotel only)                               | \$1.00      |
| (3) Parking   | Actual Cost |
| (4) Telephone call/Telegraph, EMU business only     | Actual Cost |
| (5) Toll roads and bridges                          | Actual Cost |
| (6) Area Travel, such as limo to and from terminals | Actual Cost |
- 902           e. Receipts are required for:
- |   |
|---|
| (1) Lodging   |
| (2) Toll roads and bridges                          |
| (3) Commercial transportation (plane tickets, etc.) |
| (4) Conference registration fee                     |
| (5) Parking over \$1.00                             |
- 903           f. Actual subsistence expenses are allowed for an official University delegate  
              in attendance at a convention or other formal gathering over which the  
              University has no control, if approved by the Dean or Department Head. An  
              explanation is required on the Travel Voucher, including the name of the  
              convention. Membership dues to any organization are not reimbursable.

- 904           g. The travel and subsistence reimbursement rates established hereinabove shall be increased or decreased consistent with such rates as may be established in the future by EMU as general policy for EMU employees.

905 M. Tuition Waiver Program For Faculty

- 906       1. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Faculty Member.
- 907       2. A Faculty Member shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 908           a. The Faculty Member must have completed one (1) year of service prior to the first day of classes of the term or semester for which he/she plans to register.
- 909           b. A completed application for tuition waiver must be approved by the Benefits Office according to these timelines:
- 910               A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 911           c. Failure to submit an application for approval within the required timelines may forfeit the employee's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Faculty Member.
- 912           d. The Faculty Member must agree to reimburse EMU for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by EMU for tuition waiver benefits forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of the regular paycheck every pay period (unless the Faculty Member is terminating, in which case the entire amount may be deducted) or other appropriate means.
- 913       3. Faculty Members on full-time (100%) appointments for the term or semester for which application is made shall be entitled to full benefits. Faculty Members on at least a fifty percent (50%) appointment but less than a one hundred percent (100%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Faculty Members on less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.

- 914     4.    The Faculty Member must take courses during non-working hours.
- 915     5.    A Faculty Member shall forfeit tuition waiver benefits and must reimburse the  
full cost of such benefits to EMU if:
- 916           a. A grade of “pass,” or “C” or above (“B” for graduate courses), is not  
achieved in any course for which tuition waiver is obtained. (Grades of “C-”  
in undergraduate courses and “B-” in graduate courses are unacceptable).
- 917           b. A mark of “Incomplete” (I) is received and not converted to a passing grade  
within one (1) year following termination of the semester in which the  
course was taken, or the date the Faculty Member’s employment terminates,  
whichever is earlier.
- 918           c. The Faculty Member withdraws from a course after the date specified in the  
course bulletin for one hundred percent (100%) tuition refund. Exceptions  
may be made upon a showing of appropriate cause by the Faculty Member  
(e.g., prolonged incapacitating illness, unanticipated conflict between a  
course in which the Faculty Member is required to teach and the one in  
which he/she is enrolled, etc.). Appeals for exception shall be made through  
the regularly established appeal process in the Student Accounting and  
Benefits Offices.
- 919 N.   Tuition Waiver Program for Employee Spouses and Dependent Children
- 920     1.    A tuition waiver program providing a waiver of one-half (1/2) the cost of  
undergraduate tuition fees at Eastern Michigan University shall be available to  
eligible spouses and dependent children of Faculty Members. This program  
applies to tuition only; registration and other incidental fees which may be  
charged shall be borne by the spouse or dependent child. It is the intent of the  
University to provide only a fifty percent (50%) tuition waiver to any individual  
dependent regardless of the fact that both parents may work for the University.
- 921     2.    A Faculty Member’s spouse or dependent child shall be eligible for a tuition  
waiver if he/she presents evidence to the EMU Benefits Office confirming that:
- 922           a. He/she is the spouse or dependent child of a Bargaining Unit member.  
Dependent children shall be defined as: (1.) legally dependent children  
of eligible staff; and (2.) children who have eligible staff as their legal  
guardian.
- 923           b. He/she has satisfied all admission requirements and is eligible to enroll  
for courses.
- 924     3.    A completed application for tuition waiver must be approved by the Benefits  
Office during the timelines outlined below:



- 925        A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- 926        4.    Failure to submit an application for approval within the required timelines may forfeit the spouse/dependent's eligibility for that term. Upon approval by the Benefits Office, the application will be mailed to the Faculty Member.
- 927        5.    A Faculty Member's spouse or dependent child shall be subject to all University Academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any other student of the University.
- 928        6.    Tuition waiver benefits eligibility for a spouse and/or dependent child shall cease at the end of the semester in which the Faculty Member terminates his/her employment with the University. If the spouse/dependent child drops or withdraws from courses during the one hundred percent (100%) drop period, any refund applicable to the tuition waiver shall revert to the University. If the student drops classes after the one hundred percent (100%) drop, he or she shall reimburse the University in full for all tuition previously waived by the University.
- 929        7.    A Faculty Member's spouse and/or dependent child shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to EMU if:
- 930            a.    A grade of "pass", or "C" or above is not achieved in any course for which tuition waiver is obtained. (Grades of "C-" are unacceptable).
- 931            b.    A mark of "Incomplete" (I) is received and not converted to a passing grade within one (1) year following termination of the semester in which the course was taken, or the date the Faculty Member's employment terminates, whichever is earlier.
- 932            c.    The Faculty Member's spouse and/or child withdraws from a course after the date specified in the course bulletin for one hundred percent (100%) tuition refund. Exceptions may be made upon a showing of appropriate cause by the Faculty Member (e.g. prolonged incapacitating illness, etc.). Appeals for exception shall be made through the regularly established appeal process in the Student Accounting and Benefits Offices.
- 933 O.    Payment of Unused Accumulated Temporary Disability Leave Benefits
- 934        1.    A Faculty Member hired prior to July 1, 1979, who satisfies the minimum age and service requirements hereinafter provided and separates from employment with EMU for retirement purposes, shall be paid fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, as provided for in Article XI.A.1., effective the date of his/her termination. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of termination.

935      2.    Age and Service Requirements

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

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

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

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

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

941 P.    Flexible Spending Account

942            EMU has implemented a flexible spending account (FSA) program for dependent  
care. This flexible spending account program will be expanded to include other  
reimbursable expenses negotiated by the parties. Vendor guidelines for program  
participation must be observed. This program change will be effective January 1, 2001.

943            The monthly administrative fee for this program shall be borne by the FSA  
participants. The FSA provider will be jointly selected by EMU-AAUP and EMU.

## ARTICLE XX.

*RETIREMENT BENEFITS*

944 A.    Types of Retirement Programs

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

946 B. Retirement

947 1. Eligibility and Notice

948 If possible, a Faculty Member planning to retire should inform his/her  
Department Head one (1) year in advance of his/her anticipated date of  
retirement. Upon request, a retiring Faculty Member shall be provided a review  
and other considerations of retirement benefits (e.g., library, parking, Rec/IM,  
etc.) through EMU's Benefits Office.

949 2. Retirement Programs

950 a. Faculty Members may participate in one (1) of the following retirement  
programs:

951 (1) Michigan Public School Employees Retirement System (MPERS);  
(available only to Faculty Members hired after January 1, 1996 who  
have prior MPERS service at one of the following Michigan  
Universities: Central Michigan University, Eastern Michigan  
University, Ferris State University, Lake Superior State University,  
Michigan Technological University, Northern Michigan University and  
Western Michigan University.) Faculty who were enrolled in the plan as  
of December 31, 1995 are permitted to remain in the plan.

952 (2) Teachers Insurance and Annuities Association-College Retirement  
Equities Fund (TIAA-CREF).

953 (3) At least one additional defined contribution plan.

954 b. Each Faculty Member must elect to participate in one (1) of these retirement  
programs within ninety (90) calendar days of the commencement of his/her  
regular employment with EMU. A Faculty Member who does not make such  
an election within this time period shall automatically be enrolled in the  
TIAA-CREF Defined Contribution Plan. Once a Faculty Member has been  
so enrolled such enrollment is final and cannot be changed.

955 c. EMU Contributions

956 (1) EMU shall contribute the amount specified annually by the state of  
Michigan for each Faculty Member participating in the Michigan  
Public School Employees Retirement System.

957 (2) For Faculty Members who participate in one of the defined contribution  
plans, EMU shall contribute to the retirement plan ten percent (10%) of  
the Faculty Member's earnings.

958 (3) Tax Deferred Annuities

959 EMU agrees to continue to provide Tax Deferred Annuity Programs for  
Faculty Members.

960      3.    Death Benefits

961            Faculty Members who terminate their employment with EMU for retirement  
purposes on or after September 1, 2000, and who, as of the date of separation,  
are at least fifty-five (55) years of age with fifteen (15) years of full time  
service at EMU, or are at least sixty (60) years of age with ten (10) years of full  
time service at EMU, shall be provided a death benefit in the amount of seven  
thousand dollars (\$7,000) which shall be payable by EMU upon the Faculty  
Member's death to his/her designated beneficiary.

962      4.    Group Medical Benefits

963            EMU's contribution to medical benefits, dental benefits, long-term disability  
benefits and all other fringe benefits shall terminate effective the day following  
the Faculty Member's last day of active employment with EMU [coverage for  
medical and dental shall continue until the end of the current calendar year  
quarter (e.g., if a Faculty Member retires in April, his/her coverage will  
continue until June 30 unless otherwise provided in this Agreement. If a Faculty  
Member retires in December, his/her coverage will continue until December  
31)]. EMU's contribution to the retirement plan will also terminate effective the  
day following the Faculty Member's last date of active employment with EMU.

964            Faculty Members who terminate their employment with EMU for retirement  
purposes and who, as of the date of separation, are at least fifty-five (55) years  
of age with fifteen (15) years of full-time service to EMU, or are at least sixty  
(60) years of age with ten (10) years of full time service at EMU, shall be  
eligible, until age sixty-five (65), to continue, at their own expense, group  
medical benefits if enrolled at the time of retirement, consistent with the terms  
of EMU's master plan document unless otherwise provided in this Agreement.  
Faculty Members electing to continue their group medical benefits shall pay the  
full cost of such continued benefits. Proper application and arrangements for  
payment of continued benefits must be made in the Benefits Office by no later  
than thirty (30) calendar days prior to the effective date of the Faculty  
Member's retirement. The Faculty Member shall pay the full cost of such  
benefits on a calendar year quarterly basis commencing with the date he/she is  
removed from the active payroll. The initial payment shall be for the period  
commencing with the date the Faculty Member is no longer eligible for benefits  
paid for by EMU, through the end of that calendar year quarter. Payments shall  
thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days  
prior to the beginning of each calendar year quarter.

965      5.    Medical Benefits for Defined Contribution Plan Retirees

966            a. Faculty Members enrolled in a defined contribution plan who retire prior to  
age 65 have one of two insurance options available to them:

967 (1) Blue Cross/Blue Shield Option

968 Faculty Members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service at EMU, or are at least sixty (60) years of age with ten (10) years of full time service at EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document unless otherwise provided in this Agreement. Faculty Members electing to continue their group medical benefits shall pay the full cost of such continued benefits. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

969 (2) HMO Option

970 Faculty Members who terminate their employment with EMU for retirement purposes who are enrolled in an HMO offered through the University during their last year of active employment, and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of full-time service at EMU, or are at least sixty (60) years of age with ten (10) years of full time service at EMU, shall be eligible until age sixty-five (65) to continue group HMO benefits if enrolled at the time of retirement, consistent with the terms of the contract between EMU and the HMO provider unless otherwise provided in this Agreement.

971 EMU shall supplement the cost of such coverage up to but not to exceed one hundred dollars (\$100) per month for academic years 2000-2001 and 2001-2002. Effective September 1, 2002 EMU shall supplement the cost of such coverage up to but not to exceed one hundred ten dollars (\$110) per month. Effective September 1, 2003 EMU shall supplement the cost of such coverage up to but not to exceed one hundred twenty dollars (\$120) per month. The remainder of any cost for such coverage is to be borne by the retiree.

- 972 In order to be eligible for supplemental HMO coverage, proper application and arrangements for payment for continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay his/her portion of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for full benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.
- 973 In the event that a retiree becomes eligible for or is covered by any other medical benefits plan after termination of his/her employment with EMU, he/she shall forfeit all rights to the HMO benefits coverage herein provided.
- 974 b. Medical Benefits for Defined Contribution Plan Retirees at Age 65
- 975 The University shall reimburse Bargaining Unit members enrolled in a defined contribution plan who separate from employment with EMU for retirement purposes for costs associated with medical insurance that supplements Medicare Part A and Part B, subject to the following limitations:
- 976 (1) The Bargaining Unit member shall have attained at least sixty-five (65) years of age and shall have completed at least ten (10) years of regular full-time service at EMU.
- 977 (2) EMU shall supplement the cost of such coverage up to but not to exceed one hundred dollars (\$100) per month for academic years 2000-2001 and 2001-2002. Effective September 1, 2002 EMU shall supplement the cost of such coverage up to but not to exceed one hundred ten dollars (\$110) per month. Effective September 1, 2003 EMU shall supplement the cost of such coverage up to but not to exceed one hundred twenty dollars (\$120) per month. The remainder of any cost for such coverage is to be borne by the retiree.
- 978 (3) In the event that the retiree becomes eligible for or is covered by any other medical benefits plan after having attained age sixty-five (65), he/she shall forfeit all rights to said EMU provided reimbursement for supplemental insurance for the period of time that he/she is eligible for, or is covered by, any other medical benefits plan.
- 979 (4) The retiree must pay for the coverage and provide the Benefits Office with proof of payment for said supplemental insurance on a calendar year quarterly basis to be eligible for reimbursement.

- 980           (5) Retirees shall receive reimbursement for the above provided  
supplemental insurance within thirty (30) days following each calendar  
year quarter that proof of payment is submitted to EMU's Benefits Office.
- 981       6. A Retiree who meets the age and service requirements described in Paragraphs  
B.4. and 5. above, and who is eligible to continue his/her group medical  
benefits under COBRA will be offered the opportunity to continue those  
benefits at his/her own expense at a premium permitted by COBRA (see  
XIX.C.11., above), for the period mandated in the Retiree's circumstances by  
COBRA (which will usually be the shorter period of: (1) eighteen (18) months  
from the period between the last date of employment, or (2) the Retiree's last  
date of employment and the date upon which the Retiree becomes entitled to  
Medicare), as an alternative to the contractual retirement benefits described in  
paragraphs B.4. and 5., above. Such Retirees who are eligible to continue dental  
benefits under COBRA will be offered the opportunity to continue those  
benefits at their own expense at a premium permitted by COBRA for the period  
mandated in the Retiree's circumstances by COBRA.
- 982       The election to continue medical and/or dental benefits under COBRA must be  
made within sixty (60) days from the later of: (1) the date upon which the  
Retiree's medical and/or dental benefits terminate due to his/her retirement, or  
(2) the date upon which the Retiree receives a notice from EMU's Benefits  
Office that he/she is entitled to continue coverage under COBRA.
- 983       7. A Retiree who does not meet the age and service requirements described in  
Paragraphs B.4. and 5., above, and who is eligible to continue his/her group  
medical benefits under COBRA will be offered the opportunity to continue  
those benefits at his/her own expense at a premium permitted by COBRA (See  
XIX.C.11., above) for the period mandated in the Retiree's circumstances by  
COBRA (which will usually be the shorter period of: (1) eighteen (18) months  
from the Retiree's last date of employment or (2) the period between the last  
date of employment and the date upon which the Retiree becomes entitled to  
Medicare).
- 984       The election to continue medical and/or dental benefits under COBRA must be  
made within the period described in paragraph B.5.b.6., Marginal Paragraph  
982, above.
- 985       8. Dental Benefits for Defined Contribution Plan Retirees
- 986       Faculty Members enrolled in a defined contribution plan who retire on or after  
the date of the contract ratification shall have one dental plan available to them:
- 987       Delta Dental Plan
- 988       Faculty Members who terminate their employment with EMU for retirement  
purposes and who, as of the date of separation, are at least fifty-five (55) years  
of age with fifteen (15) years of full-time service at EMU, or are at least sixty

(60) years of age with ten (10) years of full time service at EMU, shall be eligible to continue dental benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document. Faculty Members electing to continue their dental benefits shall be placed in a separate group for rating purposes comprised of retirees only. The retiree shall pay the full cost of such continued dental benefits. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

989      9.    Emeritus Status

990      Any member of the department, including the Department Head, may nominate for emeritus status a retiring colleague who has served the University for at least fifteen (15) years. The Department Head shall forward the nomination with his/her recommendation to the Dean of the appropriate college. The Dean shall forward the nomination with his/her recommendation to the Provost and Vice President for Academic Affairs. If the Provost supports the nomination, he/she shall forward it to the EMU Board of Regents. Once the Regents have acted on the nomination, the Provost will notify the retiring Faculty Member of the Regents' decision.

991      The University will encourage Emeritus Faculty to remain a part of the academic community through a variety of benefits:

- An Emeritus Faculty Photo ID Card
- A parking permit
- A retiree life insurance benefit pursuant to this Agreement
- Two complimentary tickets to each sporting event
- Two complimentary tickets to each EMU production (plays, concerts, etc.)
- Campus Life, Guest Artists and Speakers series are excluded
- A subscription to Focus EMU and other institutional publications including the annual University Directory
- A campus e-mail address
- The right to participate in academic processions and convocations
- Use of the library
- The opportunity to audit classes without credit, tuition, or the need to follow regular enrollment procedures. However, approval to audit must be granted by the instructor and program fees may be assessed.



992 10. Waiver of Employment Rights

993 In consideration of EMU's acceptance and approval of a Faculty Member's application for retirement, the Faculty Member shall waive any and all claims of whatever nature, whether under state or federal laws, this collective bargaining agreement, or EMU policies, which arise out of his/her employment with EMU. By way of illustration and not by way of limitation, Faculty Members shall waive any and all retention priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefits plans other than group medical benefits as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.

994 11. Irrevocability

995 Once an individual's notice of retirement has been tendered to and is accepted by EMU, it shall be irrevocable.

## ARTICLE XXI.

### DEATH BENEFITS

996 A. Accrued Wages

997 All accrued wages earned and unpaid as of the date of a Faculty Member's death shall be paid pursuant to applicable Michigan law.

998 B. Payment of Unused Accumulated Temporary Disability Leave Benefits

999 A Faculty Member hired prior to July 1, 1979, who dies during the course of his/her employment with EMU, and who otherwise satisfies the eligibility criteria set forth in Article XIX.O.2. of this Agreement for a retirement benefit in the amount of fifty percent (50%) of his/her accumulated temporary disability leave, if any, shall be entitled to have said amount paid as a death benefit pursuant to applicable Michigan law to his/her designated beneficiary or estate. Such payment will be made at the Faculty Member's regular rate of pay as of the date of death.

## ARTICLE XXII.

### HEALTH AND SAFETY COMMITTEE

1000 Pursuant to the General Duty Clause (Section 5 (a) (1)) of the Occupational Safety and Health Act of 1970 as amended, Eastern Michigan University recognizes its obligation to provide a safe and healthful working environment for employees. EMU and the Association recognize their obligation to cooperate in maintaining and

improving a safe and healthful working environment, including buildings and grounds that are safe, well lit and maintained and facilities that are clean and well equipped. The parties agree to use their best efforts jointly to achieve these objectives.

- 1001 To this end, the Association President or his/her designee shall be permitted to serve on the University's Health and Safety Committee. The Association's University Health and Safety Committee Representative will be provided regular and timely access to all information and data necessary to carry out his/her duties.
- 1002 The Association and EMU recognize that the Health and Safety Committee has established procedures for receiving and handling health and safety related issues and recommending the elimination and/or controlling of unsafe conditions liable to cause injury or illness to employees.
- 1003 It is specifically agreed and understood that any recommendations made by the Association on health and safety issues shall be considered as purely advisory in their nature. The Association may forward health and safety concerns to the Health and Safety Committee for its consideration and agrees that it will first attempt to resolve problems through this channel, whenever possible. In making a request to the Health and Safety Committee, the Association will include as complete an identification of the unsafe condition as possible and may make recommendations for addressing said condition, supported by cost projections for implementation if reasonably ascertainable, and such other documentation as may be appropriate for a complete and thorough understanding of the problem and the accompanying recommendations for resolution.
- 1004 The Association agrees to seek remedies through the Health and Safety Committee whenever practicable. Nothing, however, shall preclude the Association from seeking remedies on its own when, in its opinion, the Committee is unavailable or unwilling to assist or when the Committee has been unable to achieve a satisfactory resolution. If EMU's failure to correct the unsafe condition liable to cause injury or illness to Faculty Members is in violation of the parties' Master Agreement, the issue shall then be subject to Article VII.
- 1005 EMU will provide, at its expense, all required training and vaccinations for Faculty Members.

## **ARTICLE XXIII.**

### *SPECIAL CONFERENCES*

- 1006 At the request of the Association or EMU, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern. Any agreements reached in such conferences shall be reduced to writing and signed by the parties.

- 1007 All such conferences shall be arranged through the President of the Association or his/her designated representative and the Assistant Vice President for Academic Affairs, or his/her designated representative.

## **ARTICLE XXIV.**

### **STRIKES AND LOCKOUTS**

- 1008 It is agreed that on the part of the Association there shall, during the term of this Agreement, be no strike, stoppage of work or slowdown, and on the part of EMU, no lockout.
- 1009 In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages provided that the Association complies fully with the following:
- 1010 1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.
- 1011 2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those Faculty Members responsible for or participating in such violation, stating to them that:
- 1012 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- 1013 b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.
- 1014 c. The Association instructs the Faculty Members to immediately return to their respective jobs, and submit any grievances they may have through the grievance procedure provided for in the Agreement.

## **ARTICLE XXV.**

### **BOARD POLICIES**

- 1015 General personnel policies, applicable to Faculty Members and formally approved by the Board of Regents prior to the date of this Agreement and not otherwise modified or referenced herein, shall only be changed after notification to the Association of intent to change and negotiation to agreement or to impasse relative to the proposed change.

## ARTICLE XXVI.

### COMPUTATION OF WORK TIME

- 1016 In those instances in which the computation of the number of hours in a regular Faculty Member's workday, workweek or academic work year is necessary, the following formula shall apply:
- 1017 One (1) full-time academic year or its equivalent = 34 weeks
- 1018 One (1) full-time academic year or its equivalent = 1,360 hours
- 1019 Faculty appointments of less than full-time shall be prorated in accordance with the above formula.

## ARTICLE XXVII.

### NOTIFICATION

- 1020 The following procedures shall satisfy notification requirements in this Agreement:
- 1021 A. Delivery to a Faculty Member
- 1022 Delivery of written notice to a Faculty Member means: (1) handing it to the Faculty Member personally; or (2) leaving it at his/her office with his/her departmental secretary; or (3) leaving it at his/her last known residence with some person of suitable age and discretion residing therein.
- 1023 B. Mailing
- 1024 Notification by mail shall be deemed to have occurred as of the date posted at a bona fide off-campus United States Postal Service Office and addressed to the Faculty Member's last known residence.

## ARTICLE XXVIII.

### OTHER PROVISIONS

- 1025 A. Agreement Construction
- 1026 The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

1027 B. Saving Clause

- 1028 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party thereto, EMU and the Association shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

1029 C. Graduate School

- 1030 Rules, policies and regulations pertaining to graduate programs are determined by the Graduate School to the extent that no such rule(s), policy(ies) or regulation(s) or modification thereof shall be contrary to the clear and express terms of this Agreement, nor shall any such rule(s), policy(ies) or regulation(s) be administered to detract from rights clearly and expressly given to the Association or its members by the terms of this Agreement. The introduction or modification of rules, policies, or regulations that require Faculty input under the provisions of Article XIII. A. shall be forwarded to the appropriate Faculty body (e.g., departmental committee, college council, Faculty Council) for consideration and recommendation prior to implementation by the University.

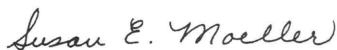
## **ARTICLE XXIX.**

### *DURATION AND AMENDMENT*

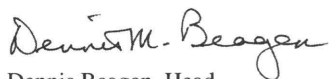
- 1031 Agreement shall continue in full force and effect from September 1, 2000 to and including August 31, 2004. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- 1032 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 1033 In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this 20th day of October, 2000.

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Susan Moeller, Director  
Academic Budget and Operations



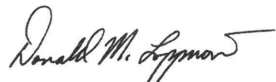
Dennis Beagen, Head  
Communication and Theater Arts



David Boggs, Head  
Business and Technology Education



Carolyn Finch, Head  
Academic Services



Donald Loppnow  
Extended Programs

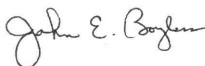


Kenneth Rusiniak, Head  
Psychology



Alvin Levett, Director  
Budget Management

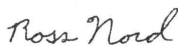
EASTERN MICHIGAN UNIVERSITY  
CHAPTER OF THE AMERICAN  
ASSOCIATION OF UNIVERSITY  
PROFESSORS



John Boyless  
Chief Negotiator




Cheryll Conklin, Executive Director  
EMU-AAUP



Ross Nord, Professor  
Chemistry



Benjamin Palmer, Professor  
Foreign Languages and Bilingual Studies



Denise Tanguay, Professor  
Management

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## Appendix A

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


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

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

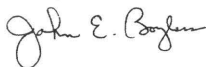
Faculty Members who attain degrees equivalent to the Ph.D. as provided herein, shall not be eligible for compensation for the attainment of the doctorate as provided in Article XVIII.M.

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PROFESSORS



Susan Moeller, Director  
Academic Budget and Operations



John Boyless,  
Chief Negotiator

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# Appendix B

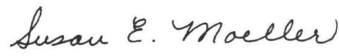
*MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY  
AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER  
OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS*

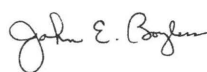
It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that the University shall pay Faculty a seventy-five dollar (\$75) Honorarium for each portfolio that is assessed under the Prior Learning Portfolio program that is offered through Continuing Education.

It is understood between the parties to this Memorandum of Understanding that the terms and conditions herein shall be applicable through August 31, 2004.

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PROFESSORS

  
Susan Moeller, Director  
Academic Budget and Operations

  
John Boyless  
Chief Negotiator



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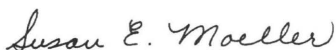
## Appendix C

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

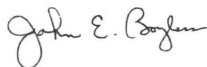
It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that one Faculty Short-term Service Parking space will be available for Faculty Members to load and unload instructional materials used in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

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PROFESSORS



Susan Moeller, Director  
Academic Budget and Operations



John Boyless  
Chief Negotiator

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# Appendix D

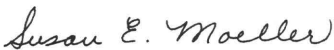
*MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY  
AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER  
OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS*

Re: Remedial Mathematics Teachers

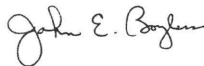
It is hereby understood and agreed upon between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that the proposed remedial mathematics teacher positions in the Department of Mathematics do not have a sufficient community of interest with Faculty Members to be deemed EMU-AAUP Bargaining Unit Positions in that: a) the level of instruction contemplated for these positions is below the college level; b) minimum required academic credentials may be less than are normally required for Bargaining Unit positions; c) it is not contemplated that remedial mathematics teachers will be required to fulfill a Scholarly/Creative Activity component as a condition of continued employment.

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PROFESSORS



Susan Moeller, Director  
Academic Budget and Operations



John Boyless  
Chief Negotiator

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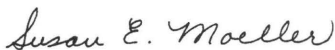
## Appendix E

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

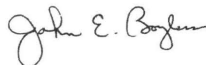
Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors hereby affirm their joint commitment to develop an appropriate forum (e.g., workshops, seminars, etc.) for discussion of issues pertaining to multicultural awareness that will serve to foster an environment of mutual respect, trust and understanding throughout the University Community.

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ASSOCIATION OF UNIVERSITY  
PROFESSORS



Susan Moeller, Director  
Academic Budget and Operations



John Boyless  
Chief Negotiator

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# Appendix F

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

It is hereby agreed between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that two coordinators from EMU-AAUP and one coordinator from the Benefits Office shall continue to provide retirement counseling seminars each fall and winter semester and provide a general interest seminar once a year.

One general interest seminar shall be offered each academic year to provide information related to financial need planning, taxation planning, living wills, trust planning, etc.

One seminar each semester shall be organized to provide information regarding termination procedures, retirement option(s) planning, medical benefits, taxation procedures, etc. to those preparing for retirement.

In addition a one-day seminar may be offered if there are substantial changes in state or federal law.

EMU and the Association agree to equally share the cost of the seminar including the cost of facilities, refreshments, materials, and preparation and appreciation luncheons with presenters. A minimal charge not to exceed one hundred dollars (\$100.00) will be paid by each Faculty participant for the general interest and retirement seminar. There will be no charge for the one-day update. A Faculty Member may bring a spouse or one guest at no additional charge.

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EASTERN MICHIGAN UNIVERSITY  
CHAPTER OF THE AMERICAN  
ASSOCIATION OF UNIVERSITY  
PROFESSORS

*Susan E. Moeller*

Susan Moeller, Director  
Academic Budget and Operations

*John E. Boyless*

John Boyless  
Chief Negotiator

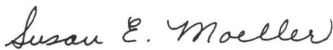
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## Appendix G

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

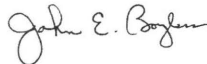
It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors that before Faculty in any department are requested to undertake a program review they shall be provided with the details of the program review process, including the time-table for reviews and the criteria to be applied in reaching decisions to continue or discontinue programs.

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Susan Moeller, Director  
Academic Budget and Operations

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PROFESSORS



John Boyless  
Chief Negotiator

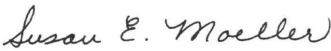
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# Appendix H

*MEMORANDUM OF UNDERSTANDING  
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OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS*

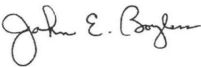
It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that the Assistant Vice President for Academic Affairs, will provide the AAUP office with the process employed by the EMU administrators for determining entry level salaries for Faculty. This information shall be provided within forty (40) days following the ratification of the Agreement.

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Susan Moeller, Director  
Academic Budget and Operations

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PROFESSORS



John Boyless  
Chief Negotiator

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# Appendix I

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

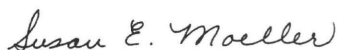
It is hereby understood and agreed that notwithstanding its prior practice, in the future the University need only offer one (1) HMO plan which offers the benefits presently provided by Care Choices Health Plan as referenced in Appendix J of this Agreement. Although the University may continue to offer more than one such plan, it may at any time elect to provide only one (1) plan and such change in practice shall not be construed to be a violation of the parties' agreement or past practice.

It is further understood and agreed that although the benefits described in Appendix J of this Agreement are identical to those presently provided by Care Choices Health Plan, the University has only agreed to provide such benefits through one HMO of its selection and, thus, may elect at any time to terminate its agreement with Care Choices and offer such plan benefits through another provider of its selection in the Ann Arbor/Ypsilanti metropolitan area (i.e., within a 30 mile radius of Eastern Michigan University).

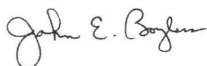
In the event the University shall terminate either or both of its current HMO's, it shall give Faculty Members a minimum of thirty (30) days advance notice in which to enroll in the HMO plan thereafter being offered by EMU or the basic Blue Cross and Blue Shield benefits plan more fully described in Article XIX.C.1. of this Agreement. In addition, Faculty Members who have retired and selected the HMO option under Article XX.B.5.a.2. shall be notified if their HMO plan is to be terminated. Such retirees shall be given a minimum of thirty (30) days advance notice in which to enroll in the HMO plan(s) thereafter being offered by EMU.

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Susan Moeller, Director  
Academic Budget and Operations



John Boyless  
Chief Negotiator

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# Appendix J

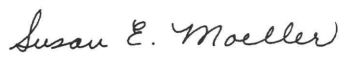
*MEMORANDUM OF UNDERSTANDING  
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M-Care HMO /Care Choices HMO

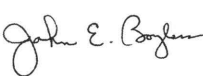
The M-Care Point of Service (POS) Plan is eliminated effective December 31, 2000 and replaced with the M-Care HMO, effective January 1, 2001.

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Academic Budget and Operations



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Chief Negotiator



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## HMO Benefit Summary

### Eastern Michigan University

#### Inpatient Services

Days of Care.....Unlimited  
 Room Type.....Semi-private, private when medically necessary

#### Admissions and Surgery

Hospital Services/Admissions.....Covered  
 Physician Services.....Covered  
 Other Services.....Covered  
 Organ & Tissue Transplants.....Covered (see Certificate)

#### Maternity Care

Pre- and Postnatal.....Covered, no office visit copay  
 Delivery.....Covered

#### Outpatient Services

Office Visits for Sick Care.....\$10 copay  
 Outpatient Surgery  
   Hospital Billed.....Covered  
   Physician Billed.....Covered  
 MRI Scans.....Covered  
 CT Scans.....Covered  
 Allergy Tests, Treatments &  
   Injections.....Covered  
 Diagnostic, Therapeutic Services/Tests  
   associated with covered care.....Covered  
 Chiropractic Care.....Not Covered

#### Outpatient Services—Preventive Care

Health Maintenance Exams  
   (check-ups).....\$10 copay  
 Routine Pediatric Exams

#### Emergency Care & Urgent Care

Emergency care is covered at any hospital emergency room with a \$25 copay per visit or at any urgent care facility with a \$10 copay per visit. The copay is waived if hospital admission is necessary. Ambulance transportation is covered when approved by M-CARE.

#### Reproductive Health Services

Infertility Treatment<sup>1</sup>.....50% copay  
 Voluntary Sterilization (in office).....Covered  
 Voluntary Sterilization (in facility).....Covered  
 Therapeutic Termination of  
   Pregnancy.....Covered  
 Elective Termination of Pregnancy.....\$50 copay

#### Mental Health Care

Outpatient Care.....Crisis intervention & short-term therapy covered, up to 20 visits per year, \$15 copay per visit  
 Inpatient Days of Care.....Covered, up to 45 days per year

#### Chemical Dependency Care

Outpatient Care.....Up to 20 visits per year, \$15 copay per visit  
 Intermediate Treatment.....One program daily residential therapy per year  
 Inpatient Days of Care.....Covered, up to 5 days drug/alcohol detoxification per year

(Well-Child Care) .....	Covered, \$10 copay after age six
Lab and Pathology associated with Above Exams .....	Covered
Routine Periodic Gynecological Exams & accompanying tests/procedures .....	\$10 copay
Routine Immunizations, Travel Inoculations .....	Covered
Nutritional Counseling, limited number of visits for certain diagnoses .....	Covered
Family Planning Consults .....	\$10 copay

### Prescription Drugs

Prescriptions .....	\$10 copay generic drugs, \$15 copay name brand drugs
Contraceptives .....	\$10 copay generic drugs, \$15 copay name brand drugs
Maintenance Drug Program .....	Drugs included on the M-CARE Maintenance Drug List may be dispensed for a <b>single copay</b> in maximum quantities of a 90-day supply or 100-unit doses.

### Short-Term Therapy

Physical, Occupational, Speech Therapies .....	Covered, 60 aggregated visits per condition per year
Cardiac Rehabilitation .....	Covered, 6 weeks maximum within 60 consecutive days

### Home Health Services

Home Health Care Visits .....	Covered, 60 consecutive days per condition per year
Equipment to Support Home Care .....	Covered

### Extended Care Facility

Skilled Nursing Care .....	Covered, up to 100 days per lifetime when arranged and authorized by M-CARE
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### Hearing Care

Audiometric Tests .....	Covered
Hearing Aid Evaluation .....	\$10 copay, participating providers only
Hearing Aids .....	Covered, one every third year, participating providers only

### Vision Care

Routine Examination .....	Covered up to \$40, one routine exam per year
Frames and Lenses .....	\$60 for lenses and frames, every third year

### Other Services

Durable Medical Equipment .....	Covered
Prosthetic & Orthotic Devices .....	Covered

<b>Pre-Existing Condition Exclusions</b> .....	None
<b>Claim Forms</b> .....	None
<b>Deductibles</b> .....	None

<sup>1</sup> Services following a diagnosis of infertility, including diagnostic and therapeutic services

*This summary is intended to provide you with an overview of coverage which may be provided by M-CARE. Generally, services must be referred by an M-CARE Primary Care Provider, obtained from M-CARE providers and authorized by M-CARE. Other administrative rules apply for mental health and chemical dependency benefits. No right will accrue to you and/or your eligible dependents solely based on any statement or error in or omission from this statement. A detailed description of benefits, limitations and exclusions can be found in the Member Handbook, Certificate of Coverage and Riders.*

### Care Choices'

Prescription Drug  
Program is designed  
to work closely  
with you, your  
physician and your  
pharmacist to provide  
quality prescription  
drug services.

### Prescription Drug Services

To obtain Prescription Drug Services, take your prescription to any Participating Pharmacy and present your Care Choices HMO Member ID Card.

### Benefits, Exclusions and Limitations

Covered Services include Prescription Drugs purchased from a Participating Pharmacy (or from a non-participating pharmacy in case of an Emergency Condition) with a Prescription Order and on presentation of a Care Choices HMO Member ID Card, subject to:

- \$10.00 copay per prescription or refill, up to a maximum 34-day supply

The following are not Covered Services:

- Drugs and products specifically excluded from coverage by Care Choices HMO;
- Therapeutic devices or appliances (other than hypodermic needles and syringes used for insulin injection) including, but not limited to, hypodermic needles, syringes, support garments, cosmetics, medicated soaps, test kits and other non-medical substances;
- More than a 34-day supply of a Formulary Prescription Drug, except where Care Choices HMO specifies that a greater supply of a drug is payable;
- Contraceptives and contraceptive medications unless they are prescribed primarily for the treatment of an illness or injury and not to prevent conception;
- Difference in charges between a Branded drug and Generic drug which are both a Formulary Prescription Drug when an equivalent Generic Drug has been prescribed and is reasonably available;
- Over-the-counter (OTC) drugs except those designated as Formulary Prescription Drugs by Care Choices HMO;
- Injectables including vaccines and immunizations except those designated as Formulary Prescription Drugs by Care Choices HMO;
- Drugs administered as part of another service;
- Medication prescribed for cosmetic purposes; DME items, supplies, nutritional supplements, experimental medications, obsolete drugs and medications;

- Charges for any Prescription Drug refill in excess of the number specified on the Prescription Order or for any refill dispensed one year or later after the date of the Prescription Order.

### Definitions

As used in this benefit sheet, the following terms mean:

#### Legend Prescription Drug...

Any medicinal substance that according to the Federal Food, Drug and Cosmetics Act, must be sold in a container marked: "Caution: Federal Law Prohibits Dispensing Without Prescription."

#### Participating Pharmacy...

A licensed pharmacy which has contracted to provide prescription services to Members. Care Choices HMO shall furnish a list of Participating Pharmacies, which may be revised from time to time, to the subscriber.

#### Formulary Prescription Drug...

- A Legend Prescription Drug approved by Care Choices HMO and not specifically excluded from coverage;
- Compound medications which contain a Legend Prescription Drug;
- Insulin, including syringes and needles for injection;
- Over-the-counter (OTC) drugs specifically approved by Care Choices HMO.

*NOTE: This benefit sheet summarizes the benefits and exclusions of Care Choices HMO Prescription Drug Program. It is not the Subscriber Certificate or Drug Rider. Please read the Certificate and Drug Rider carefully for a complete description of covered and excluded services.*

*Copay will not exceed 50% of the prescription cost.*

As a member, you  
select a personal  
physician from a  
list of participating  
primary care  
doctors. Your  
physician may refer  
you to specialists  
when necessary,  
and will coordinate  
every aspect of  
your healthcare.

### In The Physician's Office...

No additional charges for covered services after copay of \$10.00 per office visit.	
• Periodic physical exams	Covered
• Well baby exams	Covered
• Immunizations	Covered
• Allergy tests	Covered
• Hearing tests and exams	Covered
• Minor surgical procedures	Covered
• Diagnostic testing	Covered
• Visit for illness or injury	Covered

### In The Hospital...

• Unlimited days for semi-private accommodations. Private room when necessary.	Covered
• Physician's medical, surgical, anesthesiology and consultation services.	Covered
• Use of ICU, CCU and special care units.	Covered
• Use of operating room	Covered
• Newborn nursery care	Covered
• Laboratory and X-Ray services	Covered
• Physical therapy	Covered
• Medical and surgical supplies	Covered
• Drugs and medications	Covered

### As An Outpatient...

• Laboratory, pathology and chemotherapy services	Covered
• Diagnostic and therapeutic radiology	Covered
• Same day surgery	Covered
• Physical, occupational and speech therapy	Up to 60 visits in total per year

### Maternity Care...

• All physician's services (including pre-natal care and post-partum care visits), laboratory tests and all hospital services.	Covered \$10 copay per visit
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### Emergency Services...

For care received in a hospital emergency room or urgent care facility, for an emergency condition, anywhere in the world.

• Hospital Emergency Room	\$25 copay
• Urgent Care Facilities	\$10 copay

The copay will be waived if the Member is admitted to the hospital. Members must notify Care Choices HMO within 48 hours of an emergency admission to a hospital.

### Mental Health Services...

• Up to 45 inpatient days per year	Covered
• Outpatient services	Up to 20 visits/year; \$10 copay per visit

### Substance Abuse Services...

• Up to 30 days per year at an approved treatment facility	Covered
• Outpatient services	Up to 35 visits/year; 50% copay per visit

### Other Services...

When medically required and approved by the Plan, or prescribed by a Plan physician...	
• Skilled home health services	Covered
• Skilled nursing facility	Up to 730 days
• Durable medical equipment	Covered
• Prosthetic devices	Covered
• Ambulance services	Covered

### Exclusions & Limitations...

- Any service in or out of the hospital not performed, prescribed, arranged or authorized by a Care Choices HMO physician.
- Dental care or oral surgery, except as specifically provided in the Subscriber Certificate and authorized by a Care Choices HMO physician.
- Any services in a government hospital (or available under law)
- Custodial care, bed rest, convenience care
- Eyeglasses, contact lenses, or dentures
- Cosmetic surgery
- Abortion services
- Sterilization procedures
- Personal comfort items and services
- Experimental procedures
- Hearing aids

*NOTE: This summarizes the benefits and exclusions of Care Choices HMO. It is not the Subscriber Certificate. Please read the Certificate carefully for a complete description of covered and excluded services.*



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# Community Blue<sup>SM</sup> PPO Benefits-at-a-Glance Plan 1

## EASTERN MICHIGAN UNIVERSITY

### In-Network

### Out-of-Network

#### Preventive Services – Limited to \$500 per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% • 6 visits per year through age 1 • 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered

#### Mammography

Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year, no age restrictions	

#### Physician Office Services

Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

**Emergency Medical Care**

Hospital Emergency Room – approved diagnosis	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

**Diagnostic Services**

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible

**Maternity Services Provided by a Physician**

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a Certified Nurse Midwife	

**Hospital Care**

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

**Alternatives to Hospital Care**

Skilled Nursing Care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar maximum which is adjusted annually by the state	
Home Health Care	Covered – 100%	Covered – 100%
	Unlimited visits	

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

## In-Network

## Out-of-Network

## Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

## Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 80%	Covered – 80% after deductible
	Up to 60 days per calendar year with a lifetime maximum of 120 days	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 80%	Covered – 80%
• Physician's Office	Covered – 80%	Covered – 80% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 80%	Covered – 80%

## Other Services

Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 100%	Covered – 100%
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 80% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Rider PCD, Prescribed Contraceptive Devices	Adds coverage for physician-prescribed contraceptive devices such as diaphragms and IUDs. Note: This coverage is available only with prescription drug coverage, and the contraceptive medication rider is selected.	
Hearing Care	Covered – 100% Benefits renew once every 36 months	Covered – 100% Services performed by Non-Participating providers are not covered.

## Deductible, Copays and Dollar Maximums

<b>Deductible</b>	None	\$250 per member, \$500 family per calendar year
<b>Copays</b>		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	20% for mental health care, substance abuse care and 50% private duty nursing *	20% for general services and 20% for mental health care, substance abuse care and 50% private duty nursing * Note: Services without a network are covered at the in-network level.
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	Not Applicable	\$2,000 per member, \$4,000 family per calendar year
<b>Dollar Maximums</b>	\$5 million lifetime per member for all covered services and as noted above for individual services	

\* Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.





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## Blue Preferred Rx Prescription Drug Coverage with Generic/Brand Name Copay Benefits-at-a-Glance

	Network Pharmacy	Non-Network Pharmacy
<b>Covered Services</b>		
Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
<b>Rider PD-CM, Prescription Contraceptive Medications</b>	Adds benefits to the Prescription Drug Plan for prescribed contraceptive medications. <b>Note:</b> When this rider is selected, Rider PCD must also be selected.	
Mail Order Prescription Drugs – up to a 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered
<b>Copays</b>		
In-Network	\$10 for each generic drug; \$20 for each brand name drug	\$10 for each generic drug; \$20 for each brand name drug
Out-of-Network	Not Applicable	25% sanction plus applicable copay
Copay Dollar Maximum	None	None

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescriptions (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.



## Blue Vision Benefits at-a-Glance

Blue Vision benefits are provided by Vision Service Plan, the largest provider of vision care in the nation. Members can receive services from one of VSP's over 23,000 member doctor locations or a nonparticipating provider. To find a VSP member doctor, call 1-800-877-7195 or visit VSP's Web site at [www.vsp.com](http://www.vsp.com).

Eye Examination	VSP Member Doctor	Nonparticipating Provider
Covers a complete eye exam including refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient	Covered – \$5 copay Once every 24 months	Reimbursement up to \$35 less a \$5 copay
<b>Frames</b> A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered – \$10 copay (one copay applies to both lenses and frames) One frame every 24 months	Reimbursement up to \$45 less a \$10 copay
<b>Lenses</b> Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61mm. Pink lens tints (for glare reduction) are also covered in full. <b>Note:</b> Additional pairs of prescription glasses and non-covered lens options are discounted.	Covered – \$10 copay (one copay applies to both lenses and frames) One pair every 24 months	Reimbursement up to predetermined amount based on lens type after copay
<b>Contacts:</b> Members may obtain either eyeglasses or contact lenses, but not both.		
Elective contact lenses may be chosen instead of spectacle lenses and a frame.	Covered – \$105 applied toward contact lens fitting, evaluation and materials, member responsible for difference Once every 24 months	
Therapeutic contact lenses (medically necessary) <b>Note:</b> Medically necessary contacts require pre-approval from VSP.	Covered – \$10 copay Once every 24 months	Reimbursement up to \$210 less a \$10 copay, member responsible for difference
<b>Copays</b>		
• Exams	\$5 copay	\$5 copay applies to charge
• Frames and/or lenses or medically necessary contacts	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less \$10 copay

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Blue Cross Blue Shield of Michigan and Blue Care Network are non-profit corporations and independent licensees of the Blue Cross and Blue Shield Association.

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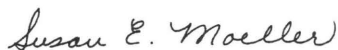
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## APPENDIX L.

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

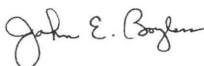
Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors agree to form a Joint Task Force to study the various components of the salary model used to pay Faculty. The Task Force will include three Faculty representatives selected by EMU-AAUP and three administrators selected by EMU who will be appointed no later than January 15, 2001. The Task Force will be charged to make recommendations regarding appropriate comparison institutions and moving Faculty salaries toward the benchmark targets. The Task Force will also review and make recommendations to the University and AAUP about other salary components including but not limited to minimum salary tables, performance based incentives and initiatives that address salary compression and inversion. EMU will hire a consultant mutually agreeable to both parties to assist in data preparation and analysis.

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Academic Budget and Operations

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PROFESSORS



John Boyless  
Chief Negotiator

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## APPENDIX M

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

1. AAUP recognizes EMU's continued right to employ Faculty to develop and /or teach courses to be offered over the Internet, subject to and in accordance with the terms of the parties' Collective Bargaining Agreement and this Memorandum of Understanding.
2. It is further agreed that Faculty Members, who agree to develop an Internet course for Eastern Michigan University and receive a stipend for development, will retain all rights of ownership of the materials so developed. The Faculty Member agrees to allow Eastern Michigan University the right to use the course materials on the Internet as provided below and certifies that all appropriate copyrights were observed.
3. It is agreed that if Continuing Education elects to offer for-credit Internet courses, the Faculty who agree to teach such courses shall be compensated at a rate of \$1,100 per credit hour, or as part of load with the approval of their Department Head, the college Dean, and the Dean of Continuing Education. However, Faculty may be paid in excess of \$1,100 per credit hour in those instances where market factors require higher rates of pay, which shall be determined by EMU at its sole discretion. Faculty may agree to be paid at rates below \$1,100 per credit hour for teaching courses that do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific Internet course shall be confirmed in writing to the Faculty Members prior to their accepting and undertaking the teaching assignment. Copies of all letters to Faculty Members in confirmation of Continuing Education appointment and the compensation to be paid shall be sent to the AAUP Office within ten (10) days of providing it to the Faculty Member.
4. Faculty who receive a stipend to develop a course shall be required to teach said course a minimum of three (3) semesters and to revise the course materials as needed, unless the Department Head and Continuing Education agree to waive that minimum requirement. In the event that the Faculty Member is unwilling or unable to meet this commitment, EMU may assign someone else to use the Internet course materials to teach the course with the Faculty Member's concurrence. If the Faculty Member opposes the use of his/her on-line course materials by another Faculty Member or instructor, he/she shall pay a pro-rated amount of the development fee (e.g. if the course is taught only twice, the Faculty Member shall return one-third of the development fee). At the Faculty Member's option he/she may sign over the course to EMU. If the University desires to have the course taught in excess of (3) semesters and the Faculty Member is unwilling or unable to

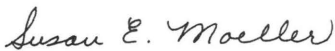
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teach additional classes the University may assign someone else to teach the course, with the concurrence of the originating Faculty Member. In the event the University assigns another instructor to teach the course, ten percent (10%) of the original development fee will be paid to the originating Faculty Member each time the course is taught.

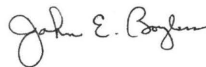
5. Continuing Education will encourage Faculty Members to cooperatively develop on-line courses.

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Academic Budget and Operations



John Boyless  
Chief Negotiator

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## APPENDIX N

*MEMORANDUM OF UNDERSTANDING BY  
AND BETWEEN EASTERN MICHIGAN UNIVERSITY  
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A University-wide Task Force will be established to study and make recommendations to the administration on Health Care strategies. The Task Force will include two representatives selected by each campus bargaining unit and two administrative professional employees. The Director of Benefits Programs and a consultant, Mr. E. James Stengle, will serve as a resource to the Task Force at administration cost. If desired, a survey of employees may be conducted. Data prepared and collected for the recent Health Care Task Force will be made available and the recommendation of that Task Force will be seriously considered. Resources deemed necessary by the Task Force to complete the charge will be provided.

The Task Force is charged to develop recommendations that:

- \* Evaluate options for health care to maintain a high level of benefits;
- \* Examine the viability of a PEHP;
- \* Ensure efficient use of University resources spent on providing health care to employees;
- \* Provide for cost containment and ongoing health care program evaluation;
- \* Educate employees about health care options;
- \* Consider options for wellness initiatives;
- \* Ensure that currently insured retirees are covered.

### Timetable:

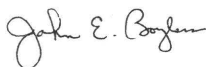
The Task Force will be convened no later than September 15, 2000 and provide a report no later than January 15, 2001. The report will be provided to the administration and each participating bargaining unit. Within thirty days following the issuance of the report EMU and the EMU-AAUP will meet to discuss in good faith the Task Force's recommendations. Implementation of any changes agreed upon by the EMU-AAUP and the University will occur no later than July 1, 2001.

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# Letter of Agreement

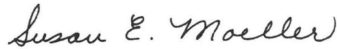
Teaching Faculty Members who missed classes between September 5, 2000 and 1:00 PM on September 11, 2000 shall meet with the classes to develop academically appropriate plans to restore the complete academic value and experience of the classes. Faculty shall submit the plan in writing for approval by the Department Head. The Faculty Member shall be responsible for completing the plan by the end of the Fall term, 2000. Non-teaching Faculty Members who missed scheduled hours between September 5, 2000 and 1:00 PM on September 11, 2000 shall be required to make up any missed hours.

There shall be no reduction in the annual compensation of Faculty Members who act in accordance with the provisions of the above paragraph. In the event that compensation has been withheld as a result of activities between September 5, 2000 and September 11, 2000, it shall be paid no later than October 15, 2000.

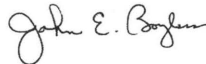
No Faculty Member shall be disciplined as a result of not providing services from September 5, 2000 through 1:00 PM on September 11, 2000.

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