6/30/96

1993 - 1996 AGREEMENT

CENTRAL MICHIGAN UNIVERSITY

&

CMU FACULTY ASSOCIATION

Central Michigan University

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

SELECTED OFFICE ADDRESSES AND PHONE NUMBERS
As of October, 1993

For information concerning contract interpretation and administration contact:

ASSOCIATION	Warriner Hall, Box 18	772-5922
Faculty Personnel Services	365 Warriner Hall	774-3368

* *

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Deans		
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Business Administration	105 Grawn Hall	774-3337
Education, Health, and Human Services	307 Ronan Hall	774-3079
Extended Learning	131 Rowe Hall	774-3865
Graduate Studies	211 Industrial Technology Bldg.	774-4723
Libraries	207 Park Library	774-3500
Faculty/Staff Benefits	107 Rowe Hall	774-3661
Payroll	233 Warriner Hall	774-3481
President	165 Warriner Hall	774-3131
Provost	197 Warriner Hall	774-3931
Research and Sponsored Programs	206 Industrial Technology Bldg.	774-3831
Risk Management	322 Warriner Hall	774-7377
Vice Presidents		
Business and Finance	133 Warriner Hall	774-3331
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AGREEMENT

This Agreement entered into this twelfth day of October, 1993, between Central Michigan University (herein referred to as CMU) and the Central Michigan University Faculty Association (herein referred to as the ASSOCIATION).

Article 1
DEFINITIONS

ASSOCIATION: In this Agreement, "ASSOCIATION" means the Central Michigan University Faculty Association as referred to in the MERC Certification of Representative, dated May 9, 1977.

CMU: In this Agreement, "CMU" means Central Michigan University as referred to in the MERC Certification of Representative, dated May 9, 1977.

DEAN: In this Agreement, the term "dean" refers to academic deans, the Vice President for Student Affairs, and the Vice President for University Relations.

DEPARTMENT: In this Agreement, the term "department" refers to academic departments, the School of Accounting, the Library, the Counseling Center, and Intercollegiate Athletics.

Article 2
RECOGNITION

CMU recognizes the ASSOCIATION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows:

a. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University faculty who hold faculty rank and carry at least one-half load in teaching or research;

b. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairpersons;

c. All regular, part-time Central Michigan University faculty who hold faculty rank carrying at least a half-time teaching load.

The following are excluded: graduate assistants, coordinators, visiting faculty, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, associate deans, vice presidents, vice provosts, the Provost, and the President.

Article 3
RIGHTS OF CMU

1. CMU has the right to the general supervision of the institution and the control and direction of the expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions.

2. Such rights are by way of illustration, but not limitation: determination and supervision of all policies, operations, methods, processes, duties and responsibilities of employees, size and type of academic and nonacademic staff, standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, nonappointment, reassignment, suspension, discipline, discharge or layoff of employees; determination of compensation; establishment, modification or abolition of programs and courses of instruction; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.

3. These rights shall be exercised so as to neither substantially expand responsibilities of bargaining unit members nor to conflict with this Agreement.

Article 4
RIGHTS OF THE ASSOCIATION

1. CMU and the ASSOCIATION agree that every member of the bargaining unit shall have the right to join and support the ASSOCIATION and that no member shall be subject to harassment, intimidation, or interference because of membership in and support of the ASSOCIATION.

2. CMU will not aid, promote, or finance any collective bargaining agent which purports to engage in collective bargaining nor make any agreement with such an agent for the purpose of undermining the ASSOCIATION.

3. CMU will not give special advantage, not available to others of similar status or situation, to any person or group that has as an expressed purpose the undermining of the ASSOCIATION in its legitimate collective bargaining activities.

4. CMU agrees that conditions of employment shall be maintained at not less than the standards in existence at the time of this Agreement except that such conditions may be changed as required by the express provisions of this Agreement.

5. In the event that an alleged violation of this Article would be considered by MERC to be a proper subject for an Unfair Labor Practice (ULP) charge, the ASSOCIATION has an election of a choice of remedies either to grieve or to file a ULP; but it agrees it cannot do both simultaneously.

Article 5
AGENCY SHOP

1. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the ASSOCIATION or pay a Service Fee to the ASSOCIATION.

2. ASSOCIATION Members. Bargaining unit members joining the ASSOCIATION shall pay dues to the ASSOCIATION in accordance with its policies and procedures.

3. Service Fee Payers. Bargaining unit members not joining the ASSOCIATION shall pay a Service Fee to the ASSOCIATION as determined in accordance with the Michigan Education Association Policy and Procedures Regarding Objections to Political-Ideological Expenditures (the latest version of which is set forth herein as Exhibit A). The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. List of Members for Payroll Deduction. The following lists are required to process appropriate payroll deductions:

a. CMU will furnish the ASSOCIATION with a list of individuals who will cease to be members of the bargaining unit for the next academic year. This list shall be provided prior to the end of each Spring Semester.

b. The ASSOCIATION will furnish CMU with a list of continuing ASSOCIATION members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than July 15 each year.

c. CMU will furnish the ASSOCIATION with a list of individuals who will join or re-join the bargaining unit since the previous Spring Semester. This list will be provided no later than August 15 each year.

d. CMU will furnish the ASSOCIATION with a list of the bargaining unit members for the academic year. This list will be provided no later than September 15 each year.

e. The ASSOCIATION will furnish CMU with a list of additional bargaining unit members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than October 1 each year.

f. The ASSOCIATION will furnish CMU with a list of additional bargaining unit members from whose paychecks the service fee shall be deducted and the amounts to be deducted. This list shall be provided no later than March 1 each year.

5. Payroll Deduction. CMU will deduct the appropriate amount of dues or service fee from the bargaining unit member's wages. Moneys so deducted will be transmitted to the ASSOCIATION, or its designee, no later than twenty (20) days following each deduction.

a. For continuing ASSOCIATION members identified by July 15, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first (1st) and continuing through the twentieth (20th) pay period of each academic year. When CMU implements semi-monthly pay periods, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first (1st) and continuing through the eighteenth (18th) pay period of each academic year.

b. For additional ASSOCIATION members identified by October 1, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the sixth (6th) and continuing through the twentieth (20th) pay period of each academic year. When CMU implements semi-monthly pay periods, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the fifth (5th) and continuing through the eighteenth (18th) pay period of each academic year.

c. For service fee payers identified by March 1, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the seventeenth (17th) and continuing through the twentieth (20th) pay period of each academic year. When CMU implements semi-monthly pay periods, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the fifteenth (15th) and continuing through the eighteenth (18th) pay period of each academic year.

6. Non-payment of Dues or Service Fee. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the ASSOCIATION, upon written notification by the ASSOCIATION, CMU shall begin deducting from the bargaining unit member's wages one fifteenth (1/15) of the appropriate annual dues or service fee amount and remit same to the ASSOCIATION for each pay date remaining in the academic year. (When CMU implements semi-monthly pay periods, the fractional deduction will change to one fourteenth (1/14) of the appropriate annual dues or service fee amount.) Any delinquent amount, identified by the ASSOCIATION, shall be collected directly by the ASSOCIATION. Once the payroll deduction method of payment has commenced, it will be in effect for the remainder of the academic year. Should such involuntary payroll deduction become legally disallowed, CMU shall, at the written request of the ASSOCIATION, renegotiate this Paragraph.

7. Refunds. In cases where a deduction is made that duplicates a payment that a bargaining unit member already has made to the ASSOCIATION, or where a deduction is not in conformity with the provisions of the ASSOCIATION Constitution or Bylaws, refunds to the bargaining unit member will be made by the ASSOCIATION.

8. Bargaining unit members shall be exempt from the requirements of Paragraph 1 of this Article provided:

a. They are contributing members of a bona fide religious body or sect whose established tenets prohibit financial support to a union organization, and

b. The bargaining unit member sends written notification to the ASSOCIATION of such objection together with supporting evidence within sixty (60) consecutive calendar days of the beginning of an academic semester.

Bargaining unit members who meet the two (2) requirements specified above shall be granted such exemption and shall be required as a condition of such exemption to pay an amount equivalent to the service fee required of non-members of the ASSOCIATION to a Faculty Association Student Scholarship Fund, which shall be created at Central Michigan University for this purpose.

9. The ASSOCIATION agrees to indemnify and save CMU harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, CMU shall give timely notice of such action to the ASSOCIATION and shall permit the ASSOCIATION'S intervention as a party, if the ASSOCIATION desires. If the ASSOCIATION chooses to intervene, CMU agrees to give full and complete cooperation to the ASSOCIATION and its counsel in securing and giving evidence, in obtaining witnesses, and in making relevant information available at both trial and appellant levels.

Article 6
CONFERENCES FOR ASSISTANCE TO BARGAINING UNIT MEMBERS

Conferences for Non-tenured Bargaining Unit Members

1. An individual conference with each non-tenured bargaining unit member (excluding bargaining unit members who have received notification of tenure or non-reappointment, or who have resigned) shall be scheduled by the dean at least once each year between each such member, the member's dean (or designated representative), and the chairperson/unit director of the member's department (or representative of the member's departmental committee having jurisdiction over tenure, or reappointment questions). The conference is a meeting regarding the bargaining unit member's performance for the purpose of providing guidance to the member for a subsequent reappointment, tenure, or promotion review. The conference may be waived by the bargaining unit member upon written notification delivered to the dean of the non-tenured bargaining unit member's college.

2. At the conference, the dean (or designee) will review with the bargaining unit member the criteria, standards, and procedures then existing at the department, college, and University levels applying to that bargaining unit member's consideration for reappointment, tenure, or promotion. The chairperson/unit director of the member's department/unit (or representative of the member's departmental committee having jurisdiction over reappointment, tenure, or promotion) shall review the then existing information in the department records and tell the bargaining unit member to what extent he/she is or is not meeting the department/unit criteria and standards. The dean (or designee) will also

review the then existing information in the office of the dean and tell the bargaining unit member to what extent he/she is meeting the criteria and standards.

3. The dean (or designee) shall inquire at the conference whether the bargaining unit member has any questions regarding criteria and standards or application of criteria and standards pertaining to reappointment, tenure, or promotion consideration for that bargaining unit member. The dean (or designee) shall furnish to the bargaining unit member a written statement of the extent to which he/she is meeting the criteria and standards, and a summary of questions asked by the bargaining unit member and responses to those questions furnished by the dean (or designee). The written statement also will summarize other matters discussed pertaining to the bargaining unit member's performance with regard to the criteria and standards.

Conferences for Tenured Bargaining Unit Members

4. Once every three (3) years an individual conference shall be held with each tenured bargaining unit member and the member's dean (or designated representative) at the request of the bargaining unit member. The conference is a meeting regarding the bargaining unit member's performance for the purpose of providing guidance to the member for a subsequent promotion or professor salary adjustment review.

5. At the conference, tenured bargaining unit members shall have the same rights to information with respect to promotion as non-tenured bargaining unit members have in Paragraphs 2 and 3 of this Article with respect to reappointment, tenure, and promotion.

Article 7
INFORMAL MEETING

Representatives of the ASSOCIATION and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this Agreement. Such informal meetings also shall be held at other times after a request of either CMU or the President of the ASSOCIATION for the purpose of maintaining and improving relationships.

Article 8
GRIEVANCE PROCEDURE

1. CMU and the ASSOCIATION intend that CMU continue to provide methods for resolving disputes outside this Agreement. A matter grieved under the provisions of this Agreement may not be grieved under any other grievance procedure available at Central Michigan University. A matter grieved under another grievance procedure at Central Michigan University may not be grieved under the provisions of this Article. A grievance brought under the provisions of this Agreement will be automatically dismissed if a complaint or grievance on the same matter is filed under some other University procedure unless the bargaining unit member elects to dismiss the other CMU grievance or complaint. CMU may grant exceptions.

2. A grievance is a written allegation or written complaint which alleges a violation, misinterpretation, or improper application of the express terms and conditions of this Agreement or of any department procedure developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws). Grievances shall be signed, presented, and processed as set forth below.

3. The person or persons who may bring a grievance are:

a. An individual bargaining unit member.

b. A group of two (2) or more bargaining unit members alleging the same violation. When a group grievance is brought, the ASSOCIATION will designate one (1) of the grievants to represent the group as a single spokesperson with the understanding that any resolution at Step Two (2), Formal Stage, or beyond, must have the concurrence of the ASSOCIATION.

c. ASSOCIATION.

1) The ASSOCIATION may bring a grievance on behalf of all bargaining unit members as a single grievance where an alleged violation of the Agreement uniformly affects all the members of the bargaining unit, including an alleged known sum certain in damages for each bargaining unit member. The result of the grievance shall be binding on every bargaining unit member.

2) The ASSOCIATION may bring a grievance where an ASSOCIATION interest is at stake and does not involve money damages that would be paid to individuals in the bargaining unit.

d. CMU. CMU may bring a grievance against the ASSOCIATION alleging a violation of this Agreement.

4. Definitions and General Provisions

a. "Grievant" means the ASSOCIATION, CMU, group, or individual who initiates a grievance.

b. "Respondent" means the ASSOCIATION, CMU, group, or individual against whom the grievance is brought.

c. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during Fall and Spring Semesters. At the election of the grievant and upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.

d. The "first occurrence of the event giving rise to a grievance" for grievances relating to reappointment, tenure, and

promotion means notification to the bargaining unit member of the President's decision not to make a positive recommendation to the Board of Trustees. For purposes of this Paragraph, "notification" of the President's decision means personal or certified delivery to the bargaining unit member during times when he/she is not teaching on campus.

e. "Grievance administrator" means the person designated by CMU as the person to handle grievances for CMU under this Agreement. The grievance shall be delivered to Faculty Personnel Services. The grievance administrator is responsible for arranging mutually convenient times and locations among all parties for the purposes of Step One (1) and Step Two (2) grievance meetings under this Article. The grievance administrator may designate a person to act in her/his behalf.

f. All time limits set forth in this Article shall be adhered to except when changed by mutual agreement. Failure of the respondent to meet a time limit automatically refers the matter to the next level.

g. The ASSOCIATION and CMU shall attempt to resolve all grievances prior to the ending of any academic year, and will meet during the Spring Semester of each year with a view to resolving current grievances.

h. Notwithstanding the expiration of the Agreement, any grievance arising hereunder shall be processed through the grievance procedure until resolution, at the election of the grievant.

i. Steps in the grievance procedure may be waived upon mutual agreement.

Filing and Processing a Grievance

Step One (1): Informal Stage

5. Within twenty (20) days of the first occurrence of the event giving rise to a grievance or within twenty (20) days after the person(s) bringing the grievance reasonably should have known of information giving rise to the grievance, the grievant(s) or the ASSOCIATION shall deliver to the grievance administrator and the ASSOCIATION a signed grievance prepared either by the grievant(s) or by the ASSOCIATION. The grievance shall set forth:

a. The specific acts that constitute the basis for the grievance,

b. The Article(s) of the Agreement alleged to have been violated by the acts,

c. An explanation that describes the manner in which the acts allegedly violate the identified language of the Agreement,

d. The remedy requested, and

e. Whether the grievant(s) wishes to have a representative of the ASSOCIATION present at subsequent meetings at this Step.

The purpose of this statement is to provide a basis for the grievance administrator's investigation of the matter. The statement does not preclude either the addition of allegations or the removal of allegations at Step Two (2) of this procedure. Matters not delivered to Faculty Personnel Services within the specified time limit are ended.

6. Within ten (10) days of delivery of the written grievance, the grievant shall meet with the grievance administrator, and a representative of the ASSOCIATION if so requested by the grievant, to discuss the grievance. Nothing in this provision shall preclude the parties from resolving the grievance at this stage of the grievance process.

7. The grievance administrator shall communicate a written response to the grievant and the ASSOCIATION not later than fifteen (15) days after the Step One (1) meeting.

8. The grievance administrator's response shall provide an explanation for her/his decisions. The response communicated to the grievant does not constitute precedent. If the response of the grievance administrator is not satisfactory, the grievance may be appealed by the grievant(s) in writing to the ASSOCIATION with a copy of the same presented to the CMU grievance administrator. A copy must be received by Faculty Personnel Services within ten (10) days after the response of the grievance administrator. If a response of the grievance administrator does not grant the grievance and that response is not appealed in writing, this grievance shall be considered withdrawn and not be subject to further review.

9. The ASSOCIATION will review the grievance and, if it wishes to refer it to the Contract Grievance Conference (CGC), shall within ten (10) days after receipt of the appeal notify in writing the grievance administrator that a CGC shall be convened.

Step Two (2): Formal Stage

10. The grievance administrator's receipt of the CGC referral by the ASSOCIATION marks the beginning of the Step Two (2) Formal Stage of the grievance procedure. The referral in writing to the CGC shall set forth the following:

a. The specific acts that constitute the basis for the grievance,

b. The specific language of the Agreement alleged to have been violated by the acts,

c. An explanation that essentially describes the manner in which the acts allegedly violate the identified language of the Agreement, and

d. The remedy requested.

11. Within ten (10) days after notification to the grievance administrator that a CGC is to be convened, the ASSOCIATION shall prepare

and forward to the grievance administrator a record which shall include a copy of the grievance, the grievance administrator's response, the ASSOCIATION's referral to the CGC, and other relevant information. Within ten (10) days after receipt of this record by the grievance administrator, the CGC shall convene and render its decision.

12. The CGC shall consist of two representatives of CMU and two representatives of the ASSOCIATION. CMU and the ASSOCIATION may each elect to have a third representative attend as a resource person. Additional persons may attend the conference by mutual agreement.

13. The decision of the CGC shall be in writing. If the CGC cannot agree on a resolution of the grievance, it shall identify the issues of disagreement and identify stipulations of fact, if any. This document, signed by the conference members, will be disseminated to the ASSOCIATION and CMU. At this point, the conference shall be considered ended.

14. Within fifteen (15) days of the signing of the CGC decision, the ASSOCIATION shall notify CMU if it is electing arbitration. If no election for arbitration is made, this grievance shall be considered withdrawn and not be subject to further review. A grievance properly referred to arbitration shall proceed as set forth in Article 9 (Arbitration).

Grievances Relating to Reappointment, Tenure, or Promotion Recommendations or Decisions

15. A bargaining unit member not awarded reappointment, tenure, or promotion may grieve the decision. The bargaining unit member shall have the burden of proof whenever the reason for denial is the bargaining unit member's failure to meet one or more of the criteria and standards as provided in Article 14 (Reappointment, Tenure, and Promotion Policies). CMU shall have the burden of proof whenever the denial is for any other reason.

16. In order to bring a grievance with respect to reappointment or promotion, the bargaining unit member must first have asked for a review of any negative recommendation at every level beyond which it was made, up to and including the President. (See Paragraphs 55-58 of Article 14.)

17. Complaints or charges of illegal discrimination in connection with reappointment, tenure, or promotion decisions may be brought under this Article.

18. Binding Arbitration. If a grievance concerning the denial of reappointment, tenure, or promotion, remains unresolved at Step Two (2), the grievance may be referred by the ASSOCIATION to binding arbitration under the provisions of Article 9. The arbitrator's award in such case may include the grant of reappointment, tenure, or promotion to the bargaining unit member.

19. Faculty Review Committee. If a grievance concerning the denial of tenure remains unresolved at Step Two (2) and there has been no election for binding arbitration, the grievance may be referred by the ASSOCIATION to the Faculty Review Committee.

a. Within ten (10) days of the election to carry the grievance to the Faculty Review Committee, representatives from the ASSOCIATION and CMU shall meet to begin selecting a panel of twenty (20) tenured bargaining unit members picked at random. Representatives of the ASSOCIATION and CMU shall meet jointly with the selected panel to question each member for disclosure of possible prejudice, bias, and conflict of interest. A panel member may disqualify herself or himself based on any such disclosure. The ASSOCIATION and CMU shall then each make sufficient peremptory challenges to reduce the panel to seven (7). Final panel selection shall be completed within fifteen (15) days of the referral of this matter to the Faculty Review Committee. If unusual circumstances occur so that a panel member is unable to continue, the hearing shall proceed with five (5) voting members.

b. A hearing officer shall, within ten (10) days of the referral of this matter to the Faculty Review Committee, be selected in accordance with the procedure for selecting an arbitrator contained in Article 9.

c. The Hearing Officer shall:

1) Review with the Faculty Review Committee the procedure the Hearing Officer will use during the hearing and the role of the Committee during the hearing.

2) Instruct the Faculty Review Committee as to its responsibility according to this Article.

3) Review with the Faculty Review Committee the issues and facts stipulated by the parties and the relevant Agreement language. In addition, the Hearing Officer shall identify what remaining questions need to be addressed given the stipulated issues and facts.

4) Instruct the Faculty Review Committee regarding the meaning of the "burden of proof" concept as it is used in these proceedings.

5) Conduct the proceedings and rule on matters governing the hearing.

6) Formulate questions of fact (in writing, when possible) to be submitted to the Faculty Review Committee for their determination.

7) Assist the Faculty Review Committee in its deliberations and interpretations of relevant Agreement provisions.

8) Assist the Faculty Review Committee by drafting a report interpreting and applying relevant Agreement provisions to the Committee's findings of fact pertaining to each specific allegation.

d. The Faculty Review Committee shall:

1) Attend a pre-hearing meeting with the Hearing Officer to select a Faculty Review Committee Chairperson and to review with the Hearing Officer issues and facts stipulated by the parties and the relevant Agreement language.

2) Attend hearing sessions and all Committee meetings called by the Hearing Officer and/or the Committee Chairperson.

3) Notify the Hearing Officer (in writing, when possible) of the Committee's answers to her/his questions of fact.

4) Review and discuss the Hearing Officer's report.

5) Forward a written report and decision as related to the Agreement language to the ASSOCIATION and the Office of the President.

e. If the President or the ASSOCIATION has a reservation concerning the decision, he/she/it shall inform the Committee and the other party of that reservation accompanied by written rationale within ten (10) days of receipt of the Committee's report. Where no reservation is received, the Committee's decision shall become final and binding. Where such reservation is received, the President or ASSOCIATION may at her/his/its own election appear before the Committee; or the Committee may request such an appearance within ten (10) days after receipt of notification of reservation. (That time may be altered if the parties mutually agree.) At such an appearance, the Hearing Officer shall be present and a representative of the ASSOCIATION or CMU shall have the right to participate.

f. The Faculty Review Committee shall have full power to settle the grievance, including the authority to award tenure. Its decision shall be final and binding on all parties.

g. The fees and approved expenses of the Hearing Officer shall be shared equally by CMU and the ASSOCIATION.

20. Hearings of the Faculty Review Committee shall be under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All members of the Faculty Review Committee and the Hearing Officer shall abide by the Disclosure of Disqualification and Communication rules. The award will be signed by members of the Faculty Review Committee under the Form of Award rule.

Expedited Grievance Procedure

21. A tenured bargaining unit member who receives notice of termination from employment, or a non-tenured bargaining unit member terminated from employment for the duration of her/his contract, may elect to grieve under the Expedited Grievance Procedure outlined below. In all other

grievances, this procedure may be requested by either party and utilized by mutual agreement.

a. The grievant or ASSOCIATION shall initiate the grievance by a signed statement in compliance with Paragraph 5 of this Article. In addition, the statement shall include notice that the grievant is electing or requesting the expedited procedure.

b. The grievance administrator shall schedule a pre-arbitration conference with the grievant and an ASSOCIATION representative within five (5) days after receipt of the grievant's signed statement. The parties shall attempt to select an arbitrator at this meeting. If the ASSOCIATION and CMU cannot agree upon an arbitrator, the arbitrator shall be chosen in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.

c. Time limits may be extended by mutual agreement.

d. The decision of the arbitrator shall be final and binding on both sides.

e. The fees and expenses shall be shared equally by both sides.

How CMU May Bring a Grievance

22. Within ten (10) days of the first occurrence of the event giving rise to a grievance, or within ten (10) days of the time when CMU reasonably should have known of such occurrence, CMU shall deliver in writing a signed statement setting forth the information described in Paragraph 10 of this Article. The statement is to be delivered to the ASSOCIATION by registered mail, return receipt requested. Matters not delivered within the specified time limit are ended.

23. Within fifteen (15) days after notification to the ASSOCIATION, two (2) representatives of the ASSOCIATION will meet with two (2) representatives of CMU to discuss the grievance.

24. The ASSOCIATION shall communicate a written response to the grievance administrator not later than ten (10) days after the meeting at which the grievance is discussed. If a response of the ASSOCIATION does not grant the grievance and that response is not appealed in writing, this grievance shall be considered withdrawn and not be subject to further review.

25. If the response of the ASSOCIATION is not satisfactory, CMU may appeal the matter within ten (10) days after the response of the ASSOCIATION by referring it to the CGC. The grievance administrator will perform the duties that would be performed by the President of the ASSOCIATION had a bargaining unit member brought the grievance, and the election to proceed to arbitration shall be made by CMU rather than the ASSOCIATION under Paragraphs 13 and 14 of this Article.

Article 9
ARBITRATION

1. By September 30 of each year, CMU and the ASSOCIATION shall agree on a panel of twelve (12) arbitrators for the current academic year.

   a. CMU and the ASSOCIATION shall each submit a list of twelve (12) arbitrators for inclusion on the panel.

   b. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the submitted lists, followed by the other party. Alternating, each party shall strike a name from the submitted lists until twelve (12) names remain.

2. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during Fall and Spring Semesters. At the election of the grievant and upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.

3. Within five (5) days of the referral of a matter to arbitration, CMU and the ASSOCIATION shall meet and select an arbitrator from the panel of arbitrators selected for the current academic year. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the arbitration panel, followed by the other party. The striking of names from the panel shall continue on an alternating basis until one (1) arbitrator remains. CMU and the ASSOCIATION shall jointly contact the arbitrator selected to arbitrate the matter.

4. The ASSOCIATION or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The pre-arbitration conference shall be scheduled within ten (10) days from the receipt of the request for such conference.

5. The fees and approved expenses of the arbitrator shall be shared equally by CMU and the ASSOCIATION.

6. Matters under this Article shall consist only of disputes about alleged violations of this Agreement, of department procedures developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws), or of matters under Paragraph 18 of Article 8 (Grievance Procedure). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator exercise any responsibility or function of CMU or the ASSOCIATION, except as provided for under the provisions of this Agreement; nor shall the arbitrator turn to laws or regulations outside of this Agreement as a basis for decision except that the arbitrator may take note of the legal status and power of the parties of this Agreement.

7. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to arbitration matters between the parties.

8. The decision of the arbitrator shall be final and binding on the parties.

Article 10
DEPARTMENT PROCEDURES, CRITERIA, STANDARDS, AND BYLAWS

1. The department procedures, criteria, standards, and bylaws of each department shall remain in effect, except when changes are made in compliance with the provisions of this Article. It is expected that recommended revisions to department procedures, criteria, standards, and bylaws, when initiated by the department or suggested by the dean or the Provost, be accompanied by appropriate written justification. The criteria and standards should provide specific guidance to bargaining unit members, departments, the colleges, and the University regarding reappointment, tenure, and promotion requirements.

Standards for all departments except Intercollegiate Athletics shall require demonstrated achievement for at least each of the four (4) contractual criteria: teaching competence, scholarly and creative activity, professional growth, and university service. Standards for Intercollegiate Athletics shall require demonstrated achievement for at least each of the three (3) contractual criteria: coaching effectiveness, professional growth, and university service.

Until such time as a department establishes standards requiring demonstrated achievement for at least each of the contractual criteria and/or in instances where an applicant for reappointment, tenure, or promotion does not provide evidence of achievement for at least each of the contractual criteria, the bases for judgment for evaluation will be demonstrated achievements as specified in Paragraphs 8 - 13 of Article 14 (Reappointment, Tenure, and Promotion Policies).

2. The bargaining unit members of each department shall, by majority vote:

a. Establish procedures for participation in formulating the department's criteria and standards which in turn must be determined by a majority of the voting members of the department;

b. Establish procedures for participation in determining the department's recommendations in the areas of reappointment, tenure, and promotion; and

c. Establish procedures for participation in determining the department's bylaws.

3. The voting members of each department shall, by majority vote, establish bylaws for the internal governance of the department. The bylaws may address topics such as sabbatical leave recommendations, allocation of department funds over which the department has discretion, and department assignment of department professional responsibilities.

4. For the purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters.

Procedures for New Departments

5. The department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be subject to the approval of the dean and the Provost in conformance with the provisions of this Article. The ASSOCIATION will be sent a copy of each set of procedures, criteria, standards, and bylaws within thirty (30) days of its approval.

6. Departmental Submission and Dean's Review

a. Within sixty (60) days of the formal establishment of a department, the new department shall submit its proposed procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws to the dean, with a copy to Faculty Personnel Services.

b. Within forty (40) days of receiving the proposal, the dean shall approve or disapprove it.

1) If the dean approves the proposal, he/she shall submit it to the Provost for action.

2) If the dean disapproves the proposal, he/she shall state in writing the reasons the proposal, or portions thereof, was unacceptable and return it to the department.

c. Within thirty (30) days of receiving the dean's disapproval of the proposal, the department shall make modifications and submit a revised proposal to the dean (copy to Faculty Personnel Services).

d. Within twenty-five (25) days of receiving the revision, the dean shall approve or disapprove it.

1) If the dean approves the revision, he/she shall submit it to the Provost for action.

2) If the dean disapproves the revision, he/she shall state in writing the reasons the revision, or portions thereof, was unacceptable and return it to the department.

e. Within thirty (30) days of receiving the dean's disapproval of the revision, the department shall make modifications and submit a second revision to the dean (copy to Faculty Personnel Services).

f. Within twenty-five (25) days of receiving the second revision, the dean shall approve or disapprove the second revision and, in either case, forward it to the Provost for action. If the

dean disapproves the second revision, he/she shall state in writing the reasons the second revision, or portions thereof, was unacceptable.

g. If the dean disapproves the second revision, the department shall have ten (10) days to forward to the Provost a written statement in support of the second revision.

h. Should the dean need additional time to complete her/his review of the proposal (or revision), he/she will notify the department what additional time is needed and the reasons the additional time is needed. In no case shall the dean's review of the proposal (or revision) take more than forty (40) days from receipt of the proposal (or revision), unless the parties mutually agree to an extension.

7. Provost's Review

a. Within twenty (20) days of receiving the proposal from the dean, the Provost will approve or disapprove it.

b. If the Provost approves the proposal, it shall take effect immediately.

c. If the Provost disapproves the proposal, he/she shall state in writing the reasons it was unacceptable and return it to the department. The department shall make modifications and submit a revised proposal to the Provost, who will approve or disapprove the revised proposal following the steps described in this Paragraph.

d. Should the Provost need additional time to complete her/his review of the proposal (or revised proposal), he/she will notify the department what additional time is needed and the reasons the additional time is needed. In no case shall the Provost's review of the proposal (or revised proposal) take more than thirty (30) days from the receipt of the proposal (or revised proposal), unless the parties mutually agree to an extension.

8. The dean of the college in which the department is located will initiate and implement all decisions for the department until such time as the department submits its procedures, criteria, standards, and bylaws and until such time as they are approved.

Changes in Procedures for Existing Departments

9. Proposed changes to department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be submitted on an appropriate change form and approved by the dean and the Provost in conformance with the provisions of this Article.

10. Departmental Submission and Dean's Review

a. Departments shall submit proposed changes to the procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws to the dean, with a copy to Faculty Personnel Services. Within twenty-five (25) days of receiving the proposed changes, the dean shall approve or disapprove them.

1) If the dean approves the proposed changes, he/she shall submit them to the Provost for action.

2) If the dean disapproves the proposed changes, he/she shall state in writing the reasons the proposed changes were unacceptable and return them to the department.

b. Within thirty (30) days of receiving the dean's disapproval of proposed changes, the department shall respond to the dean's comments with a resubmission (copy to Faculty Personnel Services) or the proposed changes shall be considered withdrawn and no longer a matter of deliberation for that academic year.

c. Within twenty-five (25) days of receiving a resubmission, the dean shall approve or disapprove it.

1) If the dean approves the proposed changes, he/she shall submit them to the Provost for action.

2) If the dean disapproves a resubmission, he/she shall state in writing the reasons the proposed changes were unacceptable and return them to the department. The department may continue to submit resubmissions as described in Paragraphs 10.b. and 10.c.

d. Should the dean need additional time to complete the review specified in Paragraphs 10.a. and 10.c., he/she shall notify the department what additional time is needed and the reasons the additional time is needed. In no case shall the dean's review at any step take more than thirty-five (35) days from the receipt of the proposed changes, unless the parties mutually agree to an extension.

11. Provost's Review

a. Within twenty (20) days of receiving the proposed changes from the dean, the Provost will approve or disapprove them. If the Provost disapproves the proposed changes, he/she shall state in writing the reasons they were unacceptable.

b. Should the Provost need additional time to complete her/his review of the proposed changes, he/she will notify the department what additional time is needed and the reasons the additional time is needed. In no case shall the Provost's review take more than thirty (30) days from receipt of the

proposed changes, unless the parties mutually agree to an extension.

12. The department's existing procedures, criteria, standards, and bylaws will remain in effect until the recommended changes, additions, or deletions receive the approval of the Provost.

13. Changes, except in the areas of reappointment, tenure, and promotion, shall take effect upon the approval of the Provost.

Approved changes concerning reappointment, tenure, and promotion shall take effect the next July 1 and will apply as follows:

a. Reappointment and Tenure. Two (2) years after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the two (2) year time period. If the bargaining unit member does not expressly elect this option, he/she will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in reappointment or tenure standards approved in 1993-94 take effect July 1, 1994 and shall be applied to reappointment or tenure applications in 1996-97 (unless a bargaining unit member elects to be reviewed under the new standards in 1994-95 or 1995-96).

b. Promotion. One (1) year after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the one (1) year time period. If the bargaining unit member does not expressly elect this option, he/she will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in promotion standards approved in 1993-94 take effect July 1, 1994 and shall be applied to promotion application(s) in 1995-96 (unless a bargaining unit member elects to be reviewed under the new standards in 1994-95).

14. Copies of approved changes shall be sent to the ASSOCIATION within thirty (30) days of their approval.

Review of Department Procedures, Criteria, Standards, and Bylaws

15. Department procedures, criteria, standards, and bylaws of each department shall be reviewed every three (3) years. It is during this review, conducted by the department, that the dean or Provost may request a department to consider changes in existing procedures, criteria, standards, and bylaws. At the conclusion of its review, the department shall inform the dean and Faculty Personnel Services of the results of the review.

If the dean or Provost identifies major concerns with a department's existing procedures, criteria, standards, and bylaws at times other than the periodic review, the dean or Provost may specify, in writing, her/his concerns and suggest that the department resubmit procedures, criteria,

standards, and bylaws, or a portion thereof, for approval using the steps described in Paragraphs 9 - 14 of this Article. If the department elects not to resubmit the department's procedures, criteria, standards, and bylaws, or a portion thereof, as proposed by the dean or Provost, the department shall submit a rationale to the dean or Provost.

Article 11
PERSONNEL FILES

1. An official personnel file for each bargaining unit member shall be maintained in the offices of the Provost, appropriate dean, and department. Each bargaining unit member, or person authorized in writing by the bargaining unit member, shall have the right to inspect that individual's files. Other material that may be referenced in the Bullard-Plawecki Employee Right to Know Act which identifies the individual bargaining unit member may be housed in other offices at CMU. (For a list of some of these offices, see Exhibit B.)

2. Any pre-employment material in these files may be removed prior to inspection.

3. Bargaining unit members shall have the right to make reasonable additions to these files.

4. No anonymous material shall be retained or placed in any bargaining unit member's official personnel files.

5. In addition to other material, these files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion.

6. Only authorized employees and authorized agents of Central Michigan University shall have access to the official personnel files of any bargaining unit member without consent of that bargaining unit member, except where disclosure of certain records shall be required by law in which case the bargaining unit member shall receive written notice of the disclosure.

7. If CMU grants permission for a government agency to examine the official personnel files of any bargaining unit member, timely notice will be given to the bargaining unit member and the ASSOCIATION as to which files were examined, the examiner, the agency, the date, and the purpose of the examination.

8. If a bargaining unit member's official personnel file maintained in the offices of the Provost, appropriate dean, or department is subpoenaed, CMU shall send timely notice of the subpoena to the bargaining unit member.

9. All written material used by the dean or Provost in making recommendations concerning reappointment, tenure, and promotion, and disciplinary matters (see Article 15, Discipline and/or Termination) shall be contained in these files at the time of these recommendations.

10. There shall be no confidential material in these official personnel files except for pre-employment materials.

11. A bargaining unit member's official personnel files will contain, for a period of one (1) year after the receipt of a written request from a bargaining unit member delivered to the offices of the Provost and/or appropriate dean, and/or chairperson, a form upon which will be entered the date of use and the signature of each person using the files.

12. Within ten (10) days of the addition of material to a bargaining unit member's official University, college, or department personnel file, the bargaining unit member shall be sent a copy of that added material if he/she was not the originator or addressee, or not specifically carbon copied on the material.

13. Nothing contained in this Article will diminish or waive any rights under the Bullard-Plawecki Employee Right to Know Act, which is incorporated herein by reference.

14. Pursuant to the Bullard-Plawecki Employee Right to Know Act, if the bargaining unit member disagrees with information contained in her/his personnel files, removal or correction of that information may be mutually agreed upon by CMU and the bargaining unit member. If an agreement is not reached, the bargaining unit member may submit a written statement explaining her/his position. The election of the bargaining unit member not to submit such a written rebuttal does not indicate agreement with the information. If a bargaining unit member elects to file a written rebuttal, CMU's failure to respond does not indicate agreement with the bargaining unit member's response.

Article 12
DEPARTMENT CHAIRPERSONS

1. The position of department chairperson is occupied by a new or current bargaining unit member in an academic department based upon the recommendation of the department, approval of the dean and Provost, and final approval of the Board of Trustees. In an emergency situation, in the absence of an approved departmental recommendation, the dean may appoint an acting chairperson for up to a year. Such appointment shall be subject to departmental approval.

2. The department chairperson's appointment letter shall include the duties assigned by CMU and the expectations of the department for its chairperson that are consistent with those assigned duties.

3. A department chairperson may be appointed for a period of one (1)-five (5) years. A department chairperson has no right or expectation of reappointment as department chairperson following the expiration of the term; however, a department chairperson may be reappointed to the position.

4. A department chairperson may be removed as chairperson for one (1) or more of the grounds for dismissal of a tenured bargaining unit member (see Article 15, Discipline and/or Termination).

5. A dean or a department may initiate a review of a chairperson. Such a review will be conducted in accordance with the department's procedures for the purpose of making its recommendation. When such a review is initiated by the department, the department will notify the dean. A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson.

Article 13
LETTER OF APPOINTMENT

Upon initial appointment each bargaining unit member shall receive from CMU a copy of the Agreement and a letter of appointment including the following:

a. The effective date of employment;

b. The rank at which employed;

c. Salary;

d. A statement that terms of employment are subject to department, college, and University policies; the Faculty Handbook; and this Agreement;

e. A statement of tenure status; and

f. The general academic areas in which the bargaining unit member will be expected to work.

Article 14
REAPPOINTMENT, TENURE, AND PROMOTION POLICIES

General Policies

1. The pursuit of knowledge and learning manifests itself in different ways in various fields and disciplines such as sciences, arts, humanities and applied arts. Departmental colleagues are best informed and are in the best position to arrive at specific criteria and standards to evaluate a bargaining unit member's work. Criteria refer to the areas of evaluation (e.g., teaching, scholarly and creative activity, professional growth, and University service). Standards refer to the written performance requirements in each evaluation area developed in compliance with this Agreement. (See Article 10, Department Procedures, Criteria, Standards, and Bylaws.) Departments develop and systematize these criteria and standards so that they may serve as guidelines for departmental recommendations regarding reappointment, tenure, and promotion. After approval by the Provost, these written standards form the basis not only for departmental evaluations but also for subsequent evaluations at higher levels.

2. Individual bargaining unit members have a responsibility for making known their significant activities and achievement. With respect to all recommendations and decisions regarding reappointment, tenure, and promotion, the bargaining unit member has final responsibility for

bringing forth all evidence that the bargaining unit member wishes to be advanced in conjunction with recommendations and decisions. It is the responsibility of each bargaining unit member to document both the quantity and quality of her/his activities. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures, criteria, standards, bylaws, and the terms of this Agreement.

3. The primary responsibility for judging the extent to which departmental members have pursued their professional and University obligations and have disseminated knowledge rests with the department.

4. Department reappointment, tenure, and promotion recommendations shall include a statement of the existing standards in each of the areas of evaluation and a statement explaining how the bargaining unit member has or has not met those standards.

a. Tenure. Each department tenure recommendation, whether positive or negative, shall be forwarded to the dean and subsequently to the Provost, to be reviewed both substantively and procedurally.

b. Reappointment or Promotion. Each departmental positive reappointment and promotion recommendation shall be forwarded to the dean and subsequently to the Provost to be reviewed both substantively and procedurally. When requested by the bargaining unit member, a negative reappointment or promotion recommendation shall be forwarded to the dean and subsequently to the Provost to be reviewed both substantively and procedurally.

5. The dean and the Provost, respectively, shall then render an independent academic judgment applying the department's criteria and standards, giving due weight to the department's recommendation including rationale and documentation. When giving due weight to the department's recommendation, the dean and the Provost will make her/his independent academic judgment based on an assessment of the bargaining unit member's achievement under the department's criteria and standards as indicated by the department's rationale and the documentation provided.

6. Bargaining unit members in Intercollegiate Athletics receive individual employment contracts. Employment contract standards for reappointment and promotion may differ from those of most other bargaining unit members, but are limited to the criteria and standards specified in Article 10 (Department Procedures, Criteria, Standards, and Bylaws), this Article, and the department procedures, criteria, standards, and bylaws of Intercollegiate Athletics.

Employment contract provisions of bargaining unit members in Intercollegiate Athletics will differ, as provided in Paragraphs 21.d., 21.e. and 24 of this Article, from those of other bargaining unit members regarding conditions that pertain to tenure and notice of non-reappointment. In addition, the contracts may contain terms specifying different compensation provisions.

7. When disputes arise, individual bargaining unit members may seek redress of grievances according to established procedures. Departmental and administrative judgments in these matters should never threaten free speech, fair comment, objective dissent, and critical thought, which lie at the heart of a free intellectual life.

Bases of Judgment for Reappointment, Tenure, and Promotion

8. Reappointment, tenure, and promotion decisions result from deliberations and judgments occurring at various levels within the institution and begin with recommendations by departments to the college level where recommendations are made to the University level for decision. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement.

9. The bases for judgment for reappointment and tenure are

a. The competence and promise of the bargaining unit member, and

b. The future needs of the University.

The basis for judgment for promotion is the demonstrated achievements of the bargaining unit member. Both parties recognize that greater scrutiny may be given to judgments as their relative importance increases.

Reappointment and Tenure

10. Reappointment and tenure recommendations and decisions, except for bargaining unit members in Intercollegiate Athletics, are based upon:

a. The competence of a bargaining unit member which includes demonstrated achievement in the following areas:

1) Teaching competence,

2) Scholarly and creative activity,

3) Professional growth of a significant nature, and

4) University service which may be supplemented by public service related to the bargaining unit member's discipline.

b. The promise of a bargaining unit member which includes:

1) An evaluation, based upon performance up to the present time, as to the bargaining unit member's potential for professional growth and development; and

2) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.

11. Reappointment recommendations and decisions for bargaining unit members in Intercollegiate Athletics are based upon:

a. The competence of a bargaining unit member which includes demonstrated achievement in the following areas:

1) Coaching effectiveness,

2) Professional growth, and

3) University service which may be supplemented by public service related to the bargaining unit member's sport.

b. The promise of a bargaining unit member which includes:

1) An evaluation, based upon performance up to the present time, that the bargaining unit member:

a) Leads a team that is competitive in the Mid-American Conference,

b) Possesses public relations skills with media, alumni, and university and community groups,

c) Effectively helps student-athletes attain a maximum level of athletic performance,

d) Shows concern for the academic progress of the athletes under her/his direction, and

e) Exhibits ethical behavior in keeping with the guidelines of the University, the Mid-American Conference, and the NCAA.

2) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.

In addition, assistant coaches who are bargaining unit members in Intercollegiate Athletics may be non-reappointed, as described in Paragraphs 21.d. or 21.e. of this Article, if the head coach of their sport is non-reappointed or terminated.

12. In the event that CMU gives a bargaining unit member in Intercollegiate Athletics notice of non-reappointment in accordance with the previous paragraph and the provisions regarding notice of non-reappointment in Paragraphs 21.d or 21.e. of this Article, CMU may release the bargaining unit member from active coaching duties. In such cases, CMU:

a. Shall continue compensation as required by this Agreement and the individual employment contract,

b. Shall provide office space and limited secretarial services for the member until the expiration of the individual employment contract, and

c. May change the member's title to another title, such as Assistant to the Athletic Director, until the expiration of the individual employment contract.

Promotion

13. Promotion recommendations and decisions, except for bargaining unit members in Intercollegiate Athletics, are based upon demonstrated achievement, including:

a. Teaching competence,

b. Scholarly and creative activity,

c. Professional growth of a significant nature, and

d. University service which may be supplemented by public service related to the bargaining unit member's discipline.

14. For bargaining unit members in Intercollegiate Athletics, four (4) levels are used rather than the ranks listed in Paragraph 26 of this Article. Recommendations and decisions for promotion from one level to another are based upon demonstrated achievement, including:

a. Coaching effectiveness,

b. Professional growth, and

c. University service which may be supplemented by public service related to the bargaining unit member's sport.

15. Central Michigan University is an institution where there is a collective pursuit of knowledge and learning by its faculty and student body. The institution achieves highest stature when students not only are exposed to excellent teaching but are themselves stimulated to create or discover knowledge. Faculty should be motivated to see, as their main goal, teaching knowledge and teaching the creation of new knowledge or research. Ideally, faculty should be constantly involved in teaching and research, for they are in fact part of the same process of learning. Promotion policy should recognize the importance of both teaching and research. Recognition should also be given to faculty who devote time in working and consulting with students in activities related to learning.

16. Both parties recognize that teaching competence is one of the criteria (see Paragraphs 10 and 13 of this Article) utilized in recommendations and decisions pertaining to reappointment, tenure, and promotion. The choice of evidence demonstrating teaching competence shall reside primarily with the various departments as described in their procedures, criteria, standards, and bylaws. Individual bargaining unit members also may forward evidence of their choice if that evidence is not prohibited by departmental procedures, criteria, standards, and bylaws. It is understood that the evidence of teaching competence used in departmental personnel recommendations is subject to the same process of review by the dean and Provost as is provided for in this Article. Nothing in this Paragraph shall require any recommending or decision-making body at the University to ignore student comment with

respect to such matters except as noted in Letter of Agreement #1 (Student Opinion Survey). Conversely, nothing in this Paragraph shall bind departments to require student evaluations. If student comments are utilized at any level where a recommendation or decision is made, such comments shall be shared with the individual bargaining unit member on a timely basis so as to provide an opportunity for the bargaining unit member to address such comments prior to a decision at each level at which the comments are raised. A failure to provide such comments to bargaining unit members on a timely basis shall be remedied by a review as set forth under Paragraphs 45 and 50 of this Article.

Reappointment of Non-Tenured Bargaining Unit Members

17. A non-tenured bargaining unit member holds a probationary appointment subject to review and reappointment. Reappointment results from a deliberative process involving departments, colleges, and the Provost. The bargaining unit member is advised in writing early in the appointment of the criteria, standards, and procedures generally employed in decisions affecting reappointment and tenure. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement.

18. A non-tenured bargaining unit member may submit material to the department and the dean which he/she believes will be helpful to an adequate review of her/his qualifications.

19. A periodic voluntary review of a non-tenured bargaining unit member's situation during the probationary appointment is provided through an annual conference for assistance to bargaining unit members, as described in Article 6 (Conferences for Assistance to Bargaining Unit Members).

20. In conformance with good academic practice, CMU gives notice of non-reappointment of non-tenured bargaining unit member(s) using the time limits set forth in Paragraph 21. The purpose of the relatively long period of notice is to give the non-tenured bargaining unit member an opportunity to make new professional employment arrangements. If CMU fails to give timely notice, a remedy consistent with the purpose of notice of non-reappointment shall be fashioned. Any reappointment made to remedy late notice of non-reappointment shall not give tenure unless a specific decision by CMU has been reached to grant tenure.

21. Notice of non-reappointment is made as follows:

a. Not later than mid-February of the first (1st) academic year of service, if the appointment expires at the end of that year; or, if a one (1) year appointment expires during an academic year, at least three (3) months in advance of its expiration.

b. Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if an initial two (2) year appointment expires during an academic year, at least six (6) months in advance of its expiration.

c. At least twelve (12) months in advance of the expiration of an appointment, after two (2) or more years of service at Central Michigan University.

d. For a bargaining unit member hired into Intercollegiate Athletics after June 1, 1986, at least six (6) months in advance of the expiration of her/his current individual employment contract. Should notice of non-renewal be less than six (6) months, the bargaining unit member affected will continue to receive her/his salary for a period not to exceed six (6) months from date of written notice unless employment is accepted elsewhere.

e. For a bargaining unit member currently in Intercollegiate Athletics and employed by CMU prior to June 1, 1986, at least twelve (12) months in advance of the expiration of her/his current individual employment contract. Should notice of non-renewal be less than twelve (12) months, the bargaining unit member affected will continue to receive her/his salary for a period not to exceed twelve (12) months from date of written notice unless employment is accepted elsewhere.

Tenure

Purpose and Scope

22. A new member in the bargaining unit has a right to expect a clear contract and has procedural rights to guard against unfair treatment or violation of the terms of appointment. The new bargaining unit member does not have a claim to tenure.

U.S. citizenship or U.S. permanent residency status is a prerequisite to a grant of tenure.

23. The grant of tenure to a bargaining unit member is one of the most significant acts of a university. The University commits a portion of its resources for a number of years to the skills and capacity of one individual and offers a career to develop the individual's area of competency. Tenure is one way in which the freedom to teach and to do research without arbitrary interference is protected. This protection of academic freedom is the fundamental purpose of tenure.

24. Except as provided in this Paragraph, the tenure policy applies to regular full-time faculty positions. Years of service on the full-time faculty at Central Michigan University shall be cumulative in counting years toward fulfilling the probationary period required to be served prior to the granting of tenure. At the request of the bargaining unit member and upon mutual agreement of the department, dean and Provost, full-time service at another institution and full-time service as a temporary faculty member at Central Michigan University may be included toward fulfilling the probationary period required to be served prior to the granting of tenure. Such a grant may be specified in the bargaining unit member's initial letter of appointment. This policy does not apply to temporary, part-time, visiting positions, or to bargaining unit members in Intercollegiate Athletics who shall have at least a twelve (12) month appointment.

General Policy

25. Tenure results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. This requires an independent judgment by the department, the dean, and the Provost. An individual conference will be held at least once each year for each non-tenured bargaining unit member, unless waived in writing, by the bargaining unit member. (See Article 6, Conferences for Assistance to Bargaining Unit Members.) Prior to consideration for the grant of tenure, non-tenured bargaining unit members are periodically considered for reappointment as described in Paragraphs 17-21 of this Article.

26. The rank of original appointment determines the length of a bargaining unit member's probationary period as indicated below:

Instructor: seven (7) years

Assistant Professor: six (6) years

Associate Professor: four (4) years

Professor: two (2) years

Under extraordinary circumstances, at the express request of the bargaining unit member who is applying for tenure, additional non-tenured appointments may be granted. Such extensions of the probationary period may not exceed two (2) years and are made only when consistent with the needs of the University and the professional development of the bargaining unit member. Such extraordinary appointments are made only upon the recommendation of the department, the dean, the Provost, and the President and upon approval by the Board of Trustees.

An extension of non-tenured status is available to a bargaining unit member who is not a citizen of the United States of America and has not received permanent residency at the time the tenure decision is due.

27. The services of tenured bargaining unit members may be terminated or tenured bargaining unit members may be dismissed only for the reasons and under the procedures described in Article 15 (Discipline and/or Termination).

Promotion

28. Promotion in rank results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. Promotion is not automatic nor based on seniority but rather on a judgment of the extent to which the applicant has met the criteria and standards developed in compliance with this Agreement.

29. In general, the minimum time required in a rank before promotion to a higher rank is four (4) years. Up to two (2) years in rank as a full-time, non-bargaining unit faculty member at Central Michigan University, or elsewhere, may be applied toward this four (4) year requirement. In extraordinary circumstances, upon mutual agreement of the department,

dean, and Provost, an exception may be made to the minimum amount of service required.

30. A bargaining unit member who has held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increase in base salary. The criteria, standards, and processes by which such an applicant is judged for this award shall be those provided in the individual's department procedures and bylaws (see Article 10, Department Procedures, Criteria, Standards, and Bylaws) and in this Agreement for promotion to Professor. A bargaining unit member may receive such salary adjustment no more frequently than once every four (4) years.

31. Generally, an individual must have an earned master's degree, or equivalent, for appointment to the regular faculty. Generally, a terminal degree is a minimum expectation for appointment or promotion to professorial ranks, particularly the ranks of Associate Professor and Professor. Specific expectations may vary among departments and colleges.

32. Salary adjustments for promotion and completion of appropriate terminal degree are adjustments to base salaries as described in Article 32 (Salary Adjustments for Promotion and Completion of Appropriate Terminal Degree).

Procedures for Recommendations and Decisions Relating to Reappointment, Tenure, and Promotion

33. Processes utilized at all levels and department criteria and standards shall be circulated to affected bargaining unit members in advance of their use.

Tenure and Promotion Calendar

34. A bargaining unit member is considered for promotion during the Spring Semester, with actual promotion taking effect at the start of the next academic year. However, CMU may promote a bargaining unit member at other times during the year under unusual circumstances when the department, the dean, and the Provost deem it appropriate. A bargaining unit member is considered for tenure either during the Fall or Spring Semesters.

35. The calendar for promotion and tenure considerations during the Fall and Spring Semesters shall be as follows:

	F-Tenure	S-Tenure	Promotion
Application due in department	Sept. 15	Nov. 15	Jan. 15
Recommendations of the department due in the office of the dean	Oct. 15	Jan. 20	March 1
Recommendations of the dean due in the Office of the Provost	Nov. 15	March 1	April 15
Recommendations of the Provost due in the Office of the President	Dec. 1	April 10	May 15

36. Each bargaining unit member shall be sent notice of the tenure or promotion decision not later than three (3) days following the Board of Trustees meeting at which the recommendation on the bargaining unit member's tenure or promotion application was considered. Salary adjustments for promotion shall take effect on the effective date of the promotion.

Applicant's Responsibilities

37. A bargaining unit member must submit her/his application for reappointment, tenure, or promotion to the department in accordance with the calendar and in the manner prescribed in this Agreement and department procedures, criteria, standards, and bylaws.

38. The bargaining unit member is responsible for documenting both the quantity and quality of her/his activities. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement.

39. Negative Recommendations.

a. Tenure. Negative tenure recommendations of the department and/or dean shall be considered in the same manner as positive recommendations at each level up to and including the Provost. If the tenure recommendation of the Provost is negative and if the bargaining unit member desires further review, he/she must initiate a request for review by the President, as specified in Paragraph 57 of this Article.

b. Reappointment or Promotion. If the recommendation of a bargaining unit member's application for reappointment or promotion is negative at the departmental, dean's or Provost's level of review and if the bargaining unit member desires further review, he/she must initiate a request for review at the next level. All requests for review must be made as specified in Paragraph 57 of this Article.

Department's Review

40. The department, using processes developed at the department level and applying the criteria and standards developed in compliance with this Agreement, considers applications and, with its recommendations, shall forward them to the dean.

41. When the department chairperson makes an independent judgment and recommendation regarding reappointment, tenure, or promotion, the chairperson, in addition to forwarding her/his formal written recommendation, will share it with the individual involved. That individual may, in turn, share it with the committee responsible for the department's recommendation.

42. Upon written request to CMU with a copy to the ASSOCIATION, a bargaining unit member not recommended for reappointment, tenure, or

promotion at the department level shall have a conference with the department chairperson or her/his designee. At this conference, the chairperson or designee shall, to the extent that information is known or readily available, summarize the information discussed prior to the decision and explain the reasons for the negative decision. At the bargaining unit member's written request, a representative of the ASSOCIATION may accompany her/him to this conference.

If the reappointment or promotion recommendation of the department is negative, the bargaining unit member may request a review by the dean in the manner specified in Paragraphs 43-48 and 57 of this Article.

Dean's Review

43. The dean, using processes developed at the college level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and, with her/his own recommendation, shall forward them to the Provost.

44. Any body used by a college to advise a dean on a bargaining unit member's reappointment, tenure, or promotion application shall provide an opportunity for the bargaining unit member to select a department advocate to appear before such an advisory body, prior to advising the dean on such applications and prior to any formal recommendation from the dean to the Provost, under the following circumstances:

a. When a department recommendation to the dean is negative;

b. When the advice from the advisory body to the dean concerning reappointment, tenure, or promotion would be negative.

When the advisory body has questions or concerns about an application for reappointment, tenure, or promotion, prior to forwarding its advice to the dean, that body may request a member of the bargaining unit member's department to appear before the advisory body to respond to those questions or concerns.

45. All evidence not submitted by the bargaining unit member and used by a dean in making recommendations concerning reappointment, tenure, or promotion shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the dean or designee is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.

46. If a dean reverses a positive departmental recommendation, before that recommendation is passed on to the next level, the dean shall notify the bargaining unit member in writing why the positive departmental recommendation was not upheld and include that information with her/his recommendation being passed on to the next level. Upon receipt of the dean's written statement, the bargaining unit member may request a meeting

with the dean to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative of her/his department or the ASSOCIATION may accompany her/him to this meeting. At the bargaining unit member's discretion, he/she may submit a written rebuttal to the dean's statement, and this rebuttal shall accompany the dean's recommendation to the next level.

47. If a dean reverses a positive departmental recommendation, the individual bargaining unit member and a representative of the department shall be permitted to present the department's position to the Provost.

48. If the dean makes a negative reappointment or promotion recommendation, the bargaining unit member may request a review by the Provost as specified in Paragraphs 49-52 and 57 of this Article.

Provost's Review

49. The Provost, using processes developed at the Provost's level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and, with her/his own recommendation, if positive, shall forward them to the President.

50. All evidence not submitted by the bargaining unit member and used by the Provost in making recommendations concerning reappointment, tenure, or promotion shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the Provost or designee is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.

51. If a dean reverses a positive departmental recommendation, the individual bargaining unit member and a representative of the department shall be permitted to present the department's position to the Provost.

52. If the Provost makes a negative recommendation reversing a positive recommendation by a dean, before that recommendation is passed on to the next level, the Provost shall notify the bargaining unit member in writing why the positive recommendation of the dean was not upheld and include that information with her/his recommendation being passed on to the next level. Upon receipt of the Provost's written statement, the bargaining unit member may request a meeting with the Provost to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative of her/his department or the ASSOCIATION may accompany her/him to this meeting. At the bargaining unit member's discretion, he/she may submit a written rebuttal to the Provost's statement, and this rebuttal shall accompany the Provost's recommendation to the next level.

If the reappointment, tenure, or promotion recommendation of the Provost is negative, the bargaining unit member may request a review by the President as specified in Paragraphs 53 and 57 of this Article.

President's Action

53. The President shall forward favorable tenure and promotion recommendations of the Provost, which may be supported with file materials, to the Board of Trustees.

If the reappointment, tenure, or promotion recommendation of the Provost is negative, and if requested by the bargaining unit member, the President shall review that recommendation and render her/his own recommendation.

Notification and Appeal Process

54. Tenure. Negative recommendations concerning tenure shall be considered in the same manner as positive recommendations at each level up to and including the Provost. Bargaining unit members shall be notified of negative tenure recommendations at each level up to and including the Provost. If the tenure recommendation of the Provost is negative, the bargaining unit member may request a substantive review by the President.

55. Reappointment and Promotion. Negative recommendations concerning reappointment and promotion shall be forwarded to each level up to and including the President if requested by the bargaining unit member as specified in this Article, and will be considered in the same manner as positive recommendations at each level where it is requested by the bargaining unit member involved.

56. Bargaining unit members shall be notified of negative recommendations at each level where a review is requested up to and including the President.

57. A request for any review shall be made in writing and delivered to Faculty Personnel Services no later than one (1) week after notice of the recommendation is received by the bargaining unit member. (See Paragraph 16 of Article 8, Grievance Procedure.) For purposes of this Paragraph, "notice" of the recommendation, when the bargaining unit member is not teaching on campus, means personal or certified delivery to her/him.

58. Recommendations or decisions relative to reappointment, tenure, and promotion may be grieved under the grievance provisions specified in Article 8. The bargaining unit member must exhaust the appeal procedures within these procedures for recommendations and decisions relating to reappointment, tenure, and promotion in order to file a grievance pursuant to Article 8.

Article 15
DISCIPLINE AND/OR TERMINATION

1. No bargaining unit member will be disciplined without just cause.

2. Termination of a tenured bargaining unit member shall be only on the following grounds:

a. Extraordinary circumstances because of financial exigencies (see Article 18, Position Reduction/Layoff);

b. Bona fide discontinuance of a program or department, which does not include merging one department, program, college into another or transferring courses or programs elsewhere within the University (see Article 18);

c. Medical reasons (nothing in this provision shall abridge a bargaining unit member's rights under Articles 27 and 35);

d. Just cause.

3. A written notice specifying the reasons for the discipline and/or termination shall be given to the affected bargaining unit member. Such bargaining unit member shall be provided due process through the grievance and arbitration provisions of this Agreement and through the expedited procedure where termination is based on just cause. (See Paragraph 21 of Article 8, Grievance Procedure; and Article 9, Arbitration.)

Article 16
NOTIFICATION AND REPRESENTATION RIGHTS

1. Upon receipt of a complaint lodged against a bargaining unit member, CMU may conduct a preliminary inquiry. If after a preliminary inquiry, the President, Provost, a dean, or their designee, determines that an investigation will be conducted, CMU shall inform the bargaining unit member and the ASSOCIATION of its intent. It is acknowledged, however, that this notice requirement will not apply where it would impede the administration of justice in a criminal investigation, or those initiated by an outside state, federal, or professional agency. The bargaining unit member shall be notified by CMU of the right to have a representative of the ASSOCIATION present when the bargaining unit member meets with CMU. Should the bargaining unit member elect not to have ASSOCIATION representation, CMU shall secure a written waiver to this effect and forward a copy to the ASSOCIATION except when the bargaining unit member does not wish a copy forwarded.

2. CMU shall conduct its investigation in a manner so as to provide the bargaining unit member with due process. The bargaining unit member shall be informed of the procedures to be followed by CMU in conducting its investigation. After the bargaining unit member is so informed, the bargaining unit member shall have the opportunity to suggest parties to be contacted by CMU as part of its investigation. At any time during the investigation, the bargaining unit member and/or the ASSOCIATION may offer suggestions and/or comments as to the manner in which the investigation proceeds. CMU shall give serious consideration to such suggestions and comments.

3. CMU shall complete its investigation within three (3) calendar months from the date CMU notified the bargaining unit member of its intent to conduct an investigation. Should CMU need additional time to complete its investigation, it will notify the bargaining unit member what additional time is required and the reasons the additional time is needed.

4. In the event that CMU concludes that it will conduct an investigation of a bargaining unit member which could lead to discipline or discharge, CMU shall comply with the notice provisions of Paragraphs 1 and 2 of this Article, prior to requesting the bargaining unit member to answer any questions regarding the subject matter of the investigation or to relinquish any materials relating to the investigation which are solely within the possession of the bargaining unit member.

5. Upon completion of its investigation, and prior to issuing its written decision regarding what disciplinary action, if any, to take, CMU shall follow the procedure outlined below:

a. CMU will offer the bargaining unit member an opportunity to meet with the CMU representative who will issue the written decision. If the bargaining unit member requests such a meeting, at the meeting CMU will share with the bargaining unit member notice of the action it intends to take and an explanation of the evidence in support of the proposed action. The bargaining unit member shall be given an opportunity to present her/his view of the matter along with any evidence the bargaining unit member considers relevant to the proposed action.

b. At the conclusion of any meeting conducted pursuant to Paragraph 5.a., CMU shall offer the bargaining unit member and the ASSOCIATION two (2) weeks to file a written response to the proposed action. An election by the bargaining unit member not to respond shall not be interpreted as an admission of, or agreement with, any of the information provided by CMU.

c. After the foregoing steps are completed, CMU shall provide to the bargaining unit member and the ASSOCIATION a written decision regarding what disciplinary action, if any, is to be taken, together with its rationale for the decision.

6. For purposes of this Article, the term "investigation" does not include the preliminary inquiry of the complaining party or parties, the sharing of the complaint with the bargaining unit member, the examination of existing documents in possession of CMU, or the referral of the complaint to the department.

Article 17
FACULTY WORKLOAD

1. The instructional portion of a faculty member's full-time workload consists of nine (9) to twelve (12) credit hours per semester as determined by the department. Upon a bargaining unit member's request, adjustments to her/his workload may be made for various academic purposes such as curricular or professional development activities, or advising, so long as these adjustments are not in violation of University policy or a University commitment to accreditation standards. Timely notification of adjusted workloads shall be given to the appropriate dean.

2. When reporting FYES:FTE ratios, CMU agrees to provide an additional ratio calculation that would exclude chairpersons and sabbatical leaves.

This ratio shall be considered by the deans and Provost when allocating resources.

Article 18
POSITION REDUCTION/LAYOFF

1. Layoff is the termination of employment of a bargaining unit member for reasons other than the competence of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.

2. CMU may lay off a bargaining unit member under certain conditions. Two of these conditions would be discontinuation of a program, and financial exigency.

a. Bona Fide Program Discontinuation. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established University curricular procedures prior to any layoff recommendation or decision. These procedures include, where applicable, the "Curricular Authority Document, June 1990," pages 1-4 which has been approved by the Academic Senate and the "Policy on Academic Organization" which has been approved by the Academic Senate and the Board of Trustees.

b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:

1) At least thirty (30) days notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.

2) CMU will furnish to the ASSOCIATION the financial information upon which it is basing its judgment that financial exigency may have to be declared.

3) After fulfilling its obligations under 1) and 2) above, CMU will schedule an opportunity for the ASSOCIATION to meet in joint consultation to consider the need to declare financial exigency.

3. Two primary factors have always been involved in faculty personnel decisions:

a. The immediate and anticipated long-term program needs of the University, and

b. The competence and promise of faculty members.

A situation may arise in which CMU must lay off bargaining unit members even though they are competent and have shown promise.

Reduction Prior to Layoff of Bargaining Unit Members

4. When it is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department, the administration shall notify the department in writing specifying the reasons for the reductions. The department shall then have the responsibility of developing recommendations as to how the reductions might be implemented. If programmatic considerations allow, departments may make recommendations short of layoff of bargaining unit members as follows:

a. Leave unfilled a vacancy caused by retirement, resignation, or some other form of actual or anticipated attrition.

b. Consider no additional appointment of temporary faculty.

c. Eliminate temporary positions in the department.

d. Reconvert graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.

e. Convert billeted graduate assistantship positions to faculty positions.

f. Recommend, if departmental procedures allow, that a bargaining unit member be assigned a summer school or College of Extended Learning (CEL) assignment as part of her/his regular load. Such assignments shall not result in a decrease in ten (10) month base salary for the bargaining unit member.

g. Develop, in cooperation with CMU, an early retirement/voluntary resignation program for department members.

If the recommendations made by the department are determined by CMU not to be sufficient to accomplish the amount of reduction necessary in the department or if the recommendations do not meet programmatic needs, the Provost will notify the department that layoff of bargaining unit members is necessary. Departments will consider all those applications for reappointment and tenure made prior to a notification by the department of a layoff recommendation. (See Paragraph 7 of this Article.)

Layoff of Bargaining Unit Members

5. Decisions concerning layoff of bargaining unit members are based upon recommendations originating in departments, which play an initial role in the determination. These recommendations will be made without regard to an individual's race, color, sex, religion, national origin, age, height, weight, handicap, marital status, sexual orientation, veteran status, or other status protected by state and federal law.

6. No single set of directions or criteria guides or restricts the recommendations of departments, with the notable exception that tenure commitments will be honored according to provisions of this Agreement. Each department, when faced with a layoff, will consider the full range

of its options and, using the formal procedures of that department, will formulate a recommendation based on an assessment of the best interests of the students who are to be educated and the anticipated educational program of Central Michigan University. However, the following two considerations must be primary when departments recommend layoff of bargaining unit members:

a. Programmatic Needs. Programmatic needs are defined as the immediate and anticipated long-term needs as established by the University curricular planning process.

b. Length of University Service.

1) Length of service (seniority) refers to time accrued in years and months while employed at the University in a position which would normally be described as part of the bargaining unit under Article 2 (Recognition). Faculty shall retain, but not accrue, length of service while on leave of absence without salary.

2) Regular faculty employed at the University in a non-bargaining unit position shall accrue length of service proportionate to the faculty FTE utilized in performing faculty responsibilities.

3) Accrued length of service shall be lost only upon termination of employment from the University unless stated otherwise in this Agreement.

4) Nothing contained in this Article is intended to waive or diminish rights by law provided to bargaining unit members.

7. When it is necessary to lay off a non-tenured bargaining unit member in a department or to lay off a tenured bargaining unit member, the department shall notify in writing the affected bargaining unit member and dean of its recommendation. In this written recommendation, the department shall give its reasons to the individual and the dean as to why options a. through g. of Paragraph 4 of this Article were not exhausted and the reasons for its recommendation under Paragraph 6 of this Article. The document containing the reasons for its recommendation shall be sent to the dean for review, which may include conferring with the department.

8. The dean, after her/his review of the department recommendation, will notify the Provost of the department's recommendation, including its reasons. Within ten (10) days of the departmental recommendation to the Provost, the Provost shall offer a meeting to the affected bargaining unit member at which the department recommendation may be appealed. The bargaining unit member shall accept or decline such an appeal meeting within five (5) days. If accepted, the meeting shall be held within five (5) days, and the bargaining unit member may request that an ASSOCIATION representative be present. The Provost shall notify the affected bargaining unit member of her/his decision. This notification from the Provost shall constitute the official layoff notification for purposes of this Article.

9. If any bargaining unit member is released due to layoff, CMU will provide a written statement to the bargaining unit member indicating that had a position been available at the time of the bargaining unit member's reappointment or tenure decision, the bargaining unit member would have been considered for reappointment or tenure since the bargaining unit member was laid off (retrenched) and was not released because of incompetence or for lack of promise.

10. If, during the period between notice of layoff and the actual layoff, circumstances in a department undergoing position reduction change through the death or resignation of a department member, the department shall reconsider its layoff recommendation. Additionally, during the period between notice of layoff and the actual layoff, a department may recommend to CMU that a layoff decision be rescinded because of increasing enrollments, program developments, or similar circumstances. The actions and recommendations occasioned in this Paragraph do not alter the notice provisions of this Article.

11. If a layoff notice has precluded a reappointment or tenure decision and circumstances in a department change as specified above, the bargaining unit member notified of layoff shall be considered for reappointment or tenure within the next academic semester. In these circumstances, the probationary period of the bargaining unit member shall not be affected.

Provisions for Laid-Off Bargaining Unit Members

12. The provisions for laid-off bargaining unit members are as follows:

a. Appeal Processes. A grievance and appeal mechanism exists in this Agreement to ensure bargaining unit members a system of due process. The grounds for a grievance under this Article are allegations that a violation of procedural regulation has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom occurred which may have significantly contributed to the decision.

b. Advanced Notification. Bargaining unit members are provided with advance notice of a decision so that they have time to seek other opportunities. During the first (1st) and second (2nd) year of appointment, the period is not less than six (6) months; after the midpoint of the second (2nd) year, a notice of one (1) full year shall be provided. Strict adherence to these standards of notice of non-reappointment shall be maintained by CMU and results in a firm schedule for recommendations by departments.

c. Placement Assistance. An effort is made to assist individuals in securing other employment at this University and elsewhere. CMU shall work with departments to increase our joint effectiveness in these areas. Specifically, Central Michigan University vacancies will be advertised internally, so that bargaining unit members facing layoff may know of all opportunities which exist. Faculty can help in calling to the attention of their colleagues at other schools the

availability of individuals whose appointments here cannot be renewed. CMU will also provide bargaining unit members with letters attesting to the fact that the failure to renew a contract was the result of layoff. CMU shall arrange a relocation conference with bargaining unit members who are not reappointed because of retrenchment. These conferences will be coordinated by a representative of the Provost's Office and will include other staff familiar with the employment opportunities within the University. All units of the University where the individual was previously employed will be informed of that individual's availability. The purpose of these conferences is to assure a complete evaluation of intra-University employment possibilities.

d. Unemployment Compensation. Individuals who do not have a contract for the next academic year or accept other employment at the University or elsewhere and are otherwise eligible may receive unemployment compensation. This program is funded directly by CMU.

e. Special List. Any individual who has been laid off shall, upon her/his request, be placed for four (4) years on a special list for the purposes described below. This list shall be maintained by the Provost's Office and shall include basic resume data. The list shall be sent to each department and the ASSOCIATION and updated regularly.

f. Interviews. Each department, prior to filling a vacancy for which the department judges an individual on the list to be qualified, shall offer a personal interview to the individual and give consideration to her/his candidacy prior to forwarding a recommendation for the position. (For rights of tenured bargaining unit members in such cases, see the appropriate provisions in this Agreement.)

g. Two-Year Protection. If a non-tenured bargaining unit member's contract is not renewed for the sole reason that the department, at the time of decision, does not have or is not anticipated to have sufficient regular, full-time positions for the program to which the bargaining unit member is primarily responsible, a notation of that reason shall be made in the non-tenured bargaining unit member's personnel file. The non-tenured bargaining unit member's position (whether designated at the time of replacement as regular, part-time, and/or temporary) will not be filled by a replacement in the program within two (2) years, unless the non-tenured bargaining unit member has been offered reappointment. Notification of a recall shall be in writing with a copy to the ASSOCIATION. The notification shall be sent by personal or certified delivery to the bargaining unit member. It shall be the responsibility of each bargaining unit member to notify CMU of any change of address. The bargaining unit member shall have fourteen (14) days from receipt of notification to respond.

h. Benefits Upon Reemployment. Any individual who is reemployed on the regular faculty shall have any previous regular service apply as years of service for purposes of tenure, sabbatical leave consideration, and fringe benefits, where applicable. The institution shall have at least two (2) full semesters, exclusive of all leaves, following reemployment to determine whether to grant tenure. If tenure is not granted, the notice provisions in Paragraphs 23 and 24 of Article 14 (Reappointment, Tenure, and Promotion Policies) shall be applicable.

i. Reassignment. CMU will attempt to place, in other suitable positions, bargaining unit members who are to be laid off.

13. In addition to benefits in Paragraph 12 of this Article, a tenured bargaining unit member laid off for a reason other than financial exigency shall be given at least eighteen (18) months' notice or given severance salary equal to the bargaining unit member's ten (10) month base salary at the time of layoff. If a tenured bargaining unit member is laid off for reasons of financial exigency, he/she shall be given at least twelve (12) months notice or, where CMU has not provided such timely notice, shall be given severance salary equal to the bargaining unit member's ten (10) month base salary at the time of layoff.

Time Limits

14. CMU may impose time limits for departmental recommendations set forth in this Article in order to meet the time limits in this provision and in other provisions within this Agreement. In no case, however, shall a department be given less than two (2) weeks to forward its recommendation. CMU may allow a longer period of time if it is not pressed by other obligations of this Agreement.

Article 19
REORGANIZATION/REASSIGNMENT

1. When a bargaining unit member is assigned to a newly-created academic department, assigned to a department as a partial or complete merger of two (2) or more academic departments, or reassigned to an existing department, the assigned bargaining unit member shall receive not less than her/his current ten (10) month base salary in the new assignment. He/she will also retain tenure status, faculty rank, and length of service, as defined in Paragraph 6.b.1 of Article 18 (Position Reduction/Layoff). An exception to this provision is a bargaining unit member who, as a consequence of any of these three (3) reasons for new assignment, is reassigned to, or becomes retrained in, a discipline other than that contained in the initial letter of appointment or in which the bargaining unit member received her/his terminal degree.

2. Where a reassignment becomes necessary due to one of the conditions specified in Paragraph 1 of this Article, the Provost shall notify the affected bargaining unit member where, if any, available tenure-track positions exist. The bargaining unit member shall then indicate a preference, in writing, regarding reassignment to one of the available positions. When making the reassignment, the Provost shall consider the

bargaining unit member's preference as well as the programmatic needs of the University. The receiving department and appropriate dean will be involved in formulating the arrangements for the reassignment.

3. For members of departments and/or units whose membership has changed because of a merger of two (2) or more academic units or which have been relocated from one college to another, the following provisions shall apply to those bargaining unit members who held tenure-track appointments at Central Michigan University during the academic year of the reorganization.

a. Bargaining unit members under consideration for reappointment, tenure, or promotion shall continue to be evaluated using the procedures, criteria, and standards existing in their former department and/or unit at the time of the merger or relocation until such time as new procedures, criteria, and standards are developed and approved in conformity with Article 10 (Department Procedures, Criteria, Standards, and Bylaws).

b. After such new procedures, criteria, and standards are approved, bargaining unit members shall elect to be evaluated using either:

1) The procedures, criteria, and standards existing in their former department and/or unit at the time of merger or relocation, with voting by the members of the former department and/or unit, or

2) The procedures, criteria, and standards developed by the new department and/or unit, with voting by members of the new department and/or unit.

Such election shall be made known in writing to the appropriate personnel committee prior to their deliberations on the first personnel decision involving the bargaining unit member following the merger or relocation. The same option must be elected for reappointment, tenure, and promotion decisions, except as limited in Paragraph 2.c. of this Article.

c. For purposes of promotion, such election may be made only within one (1) full year following merger or relocation. After one (1) year, the criteria, standards, and procedures existing in the new department and/or unit will be utilized for purposes of promotion.

d. For non-tenured bargaining unit members, a tenure slot will be available for them at the time the tenure decision is to be made, except where it has been necessary to lay off under Article 18 (Position Reduction/Layoff).

Article 20
UTILIZATION OF NON-BARGAINING UNIT MEMBERS

1. If responsibilities regularly and customarily performed by persons in the bargaining unit are performed on the University campus by a source outside the bargaining unit, no bargaining unit member shall be laid off or suffer a loss of base salary as a result.

2. CMU intends to use non-bargaining unit members to supplement bargaining unit members and not to displace them. Therefore, no bargaining unit members shall be displaced as a result of these persons being utilized.

3. CMU shall supply information to the ASSOCIATION each academic year pertaining to the total number of FTE used by bargaining unit members compared to that used by non-bargaining unit members.

4. At the ASSOCIATION's request, CMU and the ASSOCIATION shall meet and confer in regard to this information.

Article 21
AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

1. The ASSOCIATION and CMU agree that the express terms and provisions of this collective bargaining agreement shall be applied without regard to an individual's race, color, sex, religion, national origin, age, height, weight, disability, marital status, sexual orientation, veteran status, or other status protected by state and federal law.

2. The parties recognize that the federal and state law, as well as University policies, provide multiple protections and remedies for equal opportunity and affirmative action. A list of the administrative agencies charged with the enforcement of state and federal equal employment laws is on file in the University's Affirmative Action Office and shall be distributed to the ASSOCIATION and academic departments annually.

Article 22
CALENDAR

1. Both parties acknowledge that the calendar has been established, as described in Paragraph 2 of this Article, for the life of this Agreement. The parties agree that any calendar change during the life of this Agreement that would directly affect the teaching schedule or work assignments of bargaining unit members for the academic year and/or summer sessions shall be proposed by CMU and shall be subject to the approval of the ASSOCIATION.

2. The calendar, beginning with the 1993 Fall Semester and ending with the 1996 Summer 2 Session, is as follows:

CALENDAR: 1993-1996

FALL SEMESTER	1993	1994	1995
Faculty Preparation Week Begins	M, Aug 23	M, Aug 22	M, Aug 21
Classes Begin	M, Aug 30	M, Aug 29	M, Aug 28
Labor Day Holiday - No Classes	M, Sep 6	M, Sep 5	M, Sep 4
Thanksgiving Recess Begins (5 p.m.)	W, Nov 24	W, Nov 23	W, Nov 22
Classes Resume (8 a.m.)	M, Nov 29	M, Nov 28	M, Nov 27
Classes End	S, Dec 11	S, Dec 10	S, Dec 9
Final Exam Week Ends and Commencement	S, Dec 18	S, Dec 17	S, Dec 16
Grade Submission Due Date	W, Dec 22	W, Dec 21	W, Dec 20

SPRING SEMESTER	1994	1995	1996
Faculty Preparation Week Begins	Th, Jan 6	Th, Jan 5	Th, Jan 4
Classes Begin	W, Jan 12	W, Jan 11	W, Jan 10
Spring Recess Begins (1 p.m.)	S, Mar 5	S, Mar 4	S, Mar 2
Classes Resume (8 a.m.)	M, Mar 14	M, Mar 13	M, Mar 11
Good Friday Recess - No Classes	F, Apr 1	F, Apr 14	F, Apr 5
Classes End	S, Apr 30	S, Apr 29	S, Apr 27
Final Exam Week Ends and Commencement	S, May 7	S, May 6	S, May 4
Grade Submission Due Date	W, May 11	W, May 10	W, May 8

SUMMER 1 SESSION	1994	1995	1996
Classes Begin	M, May 16	M, May 15	M, May 13
Memorial Day Holiday - No Classes	M, May 30	M, May 29	M, May 27
Classes End	Th, Jun 23	Th, Jun 22	Th, Jun 20
Grade Submission Due Date	T, Jun 28	T, Jun 27	T, Jun 25

SUMMER 2 SESSION	1994	1995	1996
Classes Begin	M, Jun 27	M, Jun 26	M, Jun 24
Independence Day Recess - No Classes	M, Jul 4	M, Jul 3	Th, Jul 4
Independence Day Recess - No Classes	T, Jul 5	T, Jul 4	F, Jul 5
Classes End	Th, Aug 4	Th, Aug 3	Th, Aug 1
Grade Submission Due Date	T, Aug 9	T, Aug 8	T, Aug 6

3. The schedule for Summer Sessions 1 and 2 will be revised, beginning Summer 1994, so that

a. All six-week and twelve-week classes will start on Monday of the first week of each session;

b. Six-week and twelve-week classes will meet as follows:

1) Session 1 classes during the first and second weeks will be scheduled on Monday through Thursday.

2) Session 2 classes during the first and second weeks will be scheduled as described in Paragraph 4 of this Article.

3) Classes during the third and fifth weeks will be scheduled on Tuesday through Friday.

4) Classes during the fourth and sixth weeks will be scheduled on Monday through Thursday.

c. Three-week classes will be scheduled on Monday through Friday, except as follows:

1) The Memorial Day Holiday,

2) The Friday of the sixth week of Sessions 1 and 2,

3) As described in Paragraph 4 of this Article.

4. For those years in which July 4 falls on Monday, Tuesday, Thursday, or Friday,

a. The schedule of classes for the week of July 4 will be modified as follows:

1) If July 4 falls on Monday or Tuesday, classes will not be scheduled on Monday and Tuesday.

2) If July 4 falls on Thursday or Friday, classes will not be scheduled on Thursday and Friday.

3) One-week classes will not be scheduled for the week of July 4.

b. Six-week and twelve-week classes will meet in the scheduled time block on Friday of the week preceding July 4.

c. Three-week classes scheduled for the first three weeks of the Summer 2 Session will be scheduled to meet an additional fifteen (15) minutes per day for the scheduled class days. These classes will meet for five (5) days during the first and third weeks and for three (3) days during the second week.

Article 23
SUPPLEMENTARY COMPENSATION FOR BARGAINING UNIT MEMBERS

1. A bargaining unit member may engage in other activities for financial compensation or gain as long as these activities do not conflict with her/his professional duties or any University programs. If it might reasonably be considered that these other activities would interfere with a bargaining unit member's professional duties or be in competition with any University program, the intent to engage in such activities must be reported to the appropriate department chairperson and the appropriate dean. Such nonconflicting outside activities for compensation normally should be limited to an average of one (1) day per week per semester. All such activities shall be reported annually to the appropriate department chairperson and the appropriate dean.

2. A full-time bargaining unit member may not teach or provide other contracted services for compensation at other institutions during the time when he/she has duties on campus without prior written permission from the appropriate department chairperson, the appropriate dean, and the Provost. Teaching or providing other contracted services at other times of the year for institutions outside the state of Michigan shall be reported, in advance, to the appropriate department chairperson, the appropriate dean,

and the Provost. Teaching or providing other contracted services for institutions within the state of Michigan shall be done only with the prior written permission of the appropriate department chairperson, the appropriate dean, and the Provost.

3. Supplemental activity guidelines are intended to provide quality education for Central Michigan University students.

a. It is understood that supplemental activities will not interfere with a bargaining unit member's normal responsibilities. It is the expectation of CMU that a bargaining unit member's normal duties will take precedence over activities that provide supplemental income. Supplemental activities cannot be performed if they require the absence of the bargaining unit member from her/his regularly scheduled classes. Exceptions may be made with the approval of the department chairperson and dean. Such activities include, but are not necessarily limited to, teaching for the College of Extended Learning (CEL) and other institutions; teaching correspondence courses and Independent Courses in the Field (ICF's); working on externally funded research projects; serving on Prior Learning Assessment Teams; and serving as an outside consultant or outside work of any nature.

b. A full-time bargaining unit member may engage in supplemental activities for CMU so long as the payment from these activities does not cause the bargaining unit member's total CMU earnings to exceed one hundred forty percent (140%) of her/his ten (10) month base salary in any period commencing with the first pay period of the academic year and continuing until the first pay period of the subsequent academic year.

1) Should the bargaining unit member's CMU earnings exceed one hundred forty percent (140%) during the period described herein, her/his supplemental earnings potential for the subsequent period will be reduced by the percentage of salary in excess of one hundred forty percent (140%). For example, should a bargaining unit member's supplemental earnings equal one hundred forty-three percent (143%) in one period, her/his supplemental earnings potential will be one hundred thirty-seven percent (137%) for the subsequent period.

2) Exceptions to the one hundred forty percent (140%) limitation shall be granted routinely in the Department of Educational Administration and Community Leadership where programmatic needs require extensive summer school offerings.

3) Within the one hundred forty percent (140%) parameter these additional guidelines apply:

a) Teaching activities and all other contracted services for CEL shall be reported in advance, to the appropriate department chairperson and dean.

b) A bargaining unit member may teach no more that three (3) courses for supplemental compensation during the academic year. For purposes of workload determination under this Article, activities such as MSA 685, MSA 690, ICF courses, correspondence courses, tutorials (with fewer than 17 students), and learning packages will not be treated as a course. In this Paragraph, the meaning of three (3) courses is courses totalling up to nine (9) credit hours.

c) A bargaining unit member may not teach CEL courses simultaneously.

d) A bargaining unit member may perform supplemental activities for CMU by teaching on campus and/or off campus (CEL) during the summer sessions providing the activities do not exceed the equivalent of seven (7) credit hours for any given six (6) week summer session.

c. Any of these guidelines may be waived for an individual bargaining unit member by the dean of the college to which the bargaining unit member is regularly assigned. A bargaining unit member in a college denied an exception may not grieve the denial on grounds that a dean of another college granted an exception. This shall not be construed to prevent a bargaining unit member in a college to grieve on the basis that he/she received disparate treatment from similarly situated bargaining unit members in the same college, or to prevent any bargaining unit member from grieving on the basis that a dean's denial of an exception was based on unlawful discrimination.

d. Additional policy statements regarding supplemental activity for bargaining unit members are found in the Sponsored Research Handbook (Office of Research and Sponsored Programs).

e. A college may have additional requirements occasioned by professional accreditation standards regarding supplemental activity for bargaining unit members.

Article 24
TEACHING OPPORTUNITIES ADDITIONAL TO SEMESTER TEACHING

1. CMU and the ASSOCIATION recognize that the Summer Sessions between the two (2) normal academic semesters provide opportunities for faculty flexibility, job security, and additional compensation.

2. Preference for appointment to teach Summer Sessions will be given to qualified bargaining unit members provided they have been recommended by the department through which such courses are being offered. Departments have the responsibility to review and recommend approval of the credentials of individuals other than Central Michigan University faculty prior to their appointment to teach Summer Sessions.

3. Preference also will be granted to qualified bargaining unit members for nonteaching assignments to be performed by faculty members.

4. CMU shall publish timely notices in CentraLine of all compensated committee or other nonteaching opportunities for the Summer Sessions so that qualified bargaining unit members may apply.

5. A bargaining unit member, with the recommendations of the department and college and with the approval of the Office of the Provost, may elect to waive the right to supplemental compensation and develop an alternative plan for fulfilling normal academic on-campus responsibilities. A mutually acceptable plan may involve the reduction of that person's responsibilities such as teaching, advising, and University and departmental committee assignments during the academic year in exchange for comparable responsibilities during the summer sessions or similar arrangements.

Article 25
COLLEGE OF EXTENDED LEARNING

1. Bargaining unit members will not be required to teach for the Extended Degree Programs (EDP) or for Extended Credit Courses (ECC), both offered by the College of Extended Learning (CEL).

2. For purposes of this Article,

   a. "Department" means the academic departments or the MSA Council;

   b. "Chairperson" means the chairpersons of the academic departments or the Director of the MSA Program; and

   c. The MSA Council is the "originating department" of all courses with the MSA designator.

3. Departments have responsibility for determining, evaluating, approving, or disapproving the academic qualifications of both bargaining unit members and contracted faculty to be utilized by EDP and ECC, and recommending potential instructors to CEL.

   a. CEL will announce its offerings by publishing them in CentraLine. At times when CentraLine is not published, offerings will be announced by sending announcements to the applicable departments.

   b. Any bargaining unit member desiring to teach a scheduled course must indicate that preference by writing a memo to CEL within twenty-one (21) days of the publication of CentraLine. The department chairperson must sign the memo indicating her/his approval for the instructor to teach the specific course. The chairperson's signature is an indication that the instructor is qualified to teach the course and that the instructor may teach at the time and location of the class. Bargaining unit members shall have preference for teaching such courses.

c. If no bargaining unit member in a department from which a CEL course originates chooses to teach the course, a department may recommend other qualified bargaining unit members. In cases in which an instructor is not a member of the department from which the course originates, the memo of preference must include the signature of the chairperson of the department from which the course originates. This signature is an indication that the instructor is qualified to teach the course. The chairperson of the instructor's department must also sign the memo as an indication that the instructor may teach at the time and location of the scheduled class. A Central Michigan University instructor will not be contracted by CEL for any course outside her/his own departmental courses without the approval of the chairperson of the department which provides the course designator.

d. Departments shall have the authority to approve or disapprove all credentials of all individuals who teach CEL courses having the department course designator. Departments have the responsibility to review all approvals of instructor credentials for CEL once every three (3) years, either from the initial approval or previous re-evaluation. Credentials of individuals may be re-evaluated sooner at the request of either CEL or the appropriate department. CEL shall have the responsibility to notify departments that it is time for a review. At that time, it shall forward any pertinent information to the department.

e. CEL has the responsibility for decisions regarding the scheduling and staffing of the courses for which they are accountable. In carrying out its responsibility, CEL will prefer bargaining unit members but reserves the right to assign non-bargaining unit members on the basis of programmatic need for unique subject matter competency, in selected cases <u>only</u>. When more than one (1) bargaining unit member indicates preference for the same course, the originating department of the course shall have the responsibility of designating the instructor. The department will provide the rationale for its decision, in writing, to CEL <u>and</u> the unsuccessful applicant(s).

f. In those circumstances when more than one (1) bargaining unit member indicates a preference for the same course, and the originating department has designated the instructor, the unsuccessful applicant(s) may request a review of the decision by the department. The individual(s) requesting the review shall be given the opportunity to meet with the department for the purpose of addressing the alleged deficiencies of the selection process prior to the department vote. The department shall either reaffirm the decision of the department, or designate the petitioner as the instructor for the course.

g. Although an initial determination and evaluation of academic qualifications of bargaining unit members is performed by the department, approval to teach a CEL course may be reviewed

upon presentation of evidence of teaching deficiencies in CEL offered courses. This review shall be conducted by the department which shall determine if the bargaining unit member shall be assigned. When the department undertakes the review, advance notice shall be given to the bargaining unit member under review. This individual shall then be given the opportunity to meet with the department for the purpose of addressing the alleged deficiencies prior to the department vote.

4. All proposals for new concentrations and degree programs must be developed with the involvement of campus faculty who teach in the subject matter areas. Such concentrations and programs must be approved according to the Academic Senate guidelines for curricular proposals.

5. For ECC course offerings within Michigan, CEL and the department will jointly determine what courses shall be taught, when these courses shall be taught, and the location of these courses.

6. The list of recommended instructors will be sent to the Office of the Provost to determine the eligibility of the assigned instructors to teach.

7. As a follow-up, CEL will continue to "give notice of assignment to departments concerned" through the "Department Semester Course List", which is distributed twice a year.

8. Bargaining unit members teaching courses for CEL will be compensated at a rate of $2,300 per three (3) credit course. The rate per three (3) credit course will increase to $2,400 beginning Fall 1994 and to $2,500 beginning Fall 1995.

9. Bargaining unit members shall be paid at least the following, per credit hour, for complete revisions of a correspondence course and for each new course:

Complete Revision	New Course
Not less than $150	Not less than $200

10. Bargaining unit members who teach correspondence courses shall be paid not less than $45 per credit hour.

11. Bargaining unit members who teach a course as an Independent Course in the Field (ICF) will be paid at a rate of not less than $55 per credit hour.

12. Bargaining unit members who provide tutorials will be paid at a rate of not less than $55 per credit hour for each student registered in the course.

Article 26
TEACHING AT DISTANT LOCATIONS AND/OR NON-TRADITIONAL TIMES

Teaching at Locations Distant From the Main Campus

1. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of Isabella County, Michigan, except as follows:

   a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, or

   b. The bargaining unit member volunteers for a specific assignment(s), or

   c. The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria, Standards, and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program such as with CEL. The School of Accounting, and Departments of Business Law and Regulation, Chemistry, Economics, Finance, Management, Marketing and Hospitality Services Administration, and Office and Information Systems (and their successors) shall be deemed to have undertaken the responsibility described in this Paragraph for the Midland Center, as the program requires.

2. A department that has undertaken the staffing of a program outside of Isabella County shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken. A department can refuse to staff such a program only if such staffing would interfere with its ability to meet its on-campus commitments. If, for any other reason, a department does not meet its responsibility for staffing in a timely manner, the dean will make the staffing assignment using personnel with credentials approved by the department.

3. A department that has undertaken the offering of a program outside of Isabella County in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in course offerings of the program failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings.

4. Every five (5) years, the dean(s) responsible for a program outside of Isabella County, Michigan, will coordinate, for the departments staffing the program, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

5. Bargaining unit members whose regular assignments are in Mt. Pleasant but who are assigned to teach at locations within the state of Michigan and outside of Isabella County, Michigan, as part of their regular teaching load, shall be compensated for travel time at a rate of not less than 25¢ per mile for travel either from their residence or from Mt. Pleasant, Michigan, to the location where the course is being taught, whichever distance is less. This compensation is in addition to allowable expenses which shall be reimbursed by travel voucher filed by the bargaining unit member. Funding for such expenses will be provided by the dean and/or Provost.

On-Campus Teaching at Non-Traditional Times

6. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of the department's traditional instructional times except as follows:

a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, or

b. The bargaining unit member volunteers for a specific assignment(s).

7. A department that has undertaken the staffing of courses at non-traditional times shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken.

8. A department that has undertaken the offering of courses at non-traditional times in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in these offerings failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings during traditional instructional times.

9. Every five (5) years, the dean(s) responsible for courses offered at non-traditional times will coordinate, for the department staffing these courses, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

Article 27
LEAVES

Sabbatical Leave

1. A sabbatical leave may be granted to a tenured bargaining unit member so long as the purposes of the leave are to further the interests of Central Michigan University as well as the bargaining unit member. The primary purposes for which a sabbatical leave is granted are to provide a tenured bargaining unit member with opportunities to:

a. Improve and strengthen her/his teaching;

b. Engage in research and/or professional writing for intended publication in the applicant's area of expertise;

c. Perform scholarly or professional services at the local, state, national, or international level;

d. Engage in other creative or scholarly activities; or

e. Engage in intellectual and professional development activities that will be of benefit to the individual and to the University.

2. Evaluation and Review:

a. The department shall act as the initial and primary reviewing body for proposed sabbatical leave projects. The department shall assist the applicant in perfecting the application where necessary and feasible.

b. The college committee consists of representatives determined by each college. Ordinarily, the college committee will defer to the department in the matter of judgments about the merits of any proposal. The college committee is charged with the responsibility of:

1) Assisting the dean in reviewing the departmental recommendation for compliance with the University Sabbatical Leave Policy and departmental policies and procedures, if applicable.

2) Serving as an appeal body when requested by the applicant whose proposal has been denied at the department level.

c. The dean shall communicate the decisions to the Provost, who shall transmit them to the Board of Trustees.

d. At any level of review at which a proposed project is denied, the bargaining unit member will be given a written explanation indicating the reason(s) for denial. This may also include suggestions for revisions. Where the department or college suggests revisions, the bargaining unit member shall be given at least two (2) weeks to resubmit the proposal.

3. All tenured bargaining unit members are eligible to apply for this type of leave to take effect at the end of the sixth continuous year, or twelfth semester, of regular full-time duties. In computing the six (6) year requirement, continuous part-time service shall be accumulated and converted to full-time service (e.g., 2 semesters of one-half time duties equal 1 semester of full-time duties). Credit also may be granted for professionally relevant leaves taken since the bargaining unit member's last sabbatical leave. Credit for sabbatical leave eligibility shall not be cumulative beyond six (6) years unless a fully approved leave is denied solely for the convenience of the department, college, or University.

4. A sabbatical leave may be granted for one-half (1/2) the annual contractual period at full salary or for one (1) annual contractual period at one-half (1/2) salary. The sabbatical leave comprises the bargaining unit member's total CMU work responsibility, whether for one-half (1/2) or a full contractual period, unless additional CMU activities are included and approved as part of the sabbatical leave application process.

5. As a general rule, a bargaining unit member on a sabbatical leave may engage in other activities for financial compensation or gain only when these activities are included and approved as part of the sabbatical leave application process.

6. Any time delay incurred because an application is denied solely for the convenience of the department or college shall accrue in terms of eligibility toward a subsequent sabbatical leave. Every effort should be made to accommodate such bargaining unit member's request in the subsequent academic year providing there has been approval of the request on its merits.

7. A bargaining unit member begins to accrue time toward eligibility for the next sabbatical leave in the regular semester in which the final report of the previous sabbatical is submitted to the dean's office provided normal academic duties are resumed. Otherwise, the eligibility begins to accrue in the semester in which normal academic duties are resumed provided the final report has been submitted. The leave time is not considered to be part of the accrued time toward a subsequent leave.

8. A bargaining unit member granted a sabbatical leave agrees in writing to return to CMU for at least one (1) contractual period or to refund the compensation paid by CMU during the leave unless this obligation is specifically waived by the Provost. In case of death, accident, or illness causing the bargaining unit member to be unable to return, this obligation is waived.

Sick Leave

9. Bargaining unit members on full-time ten (10) month appointments shall be given a sick leave grant up to a maximum of one hundred thirty (130) working days for an academic year. Sick leave grants do not accumulate from year to year, and will be charged for illness occurring or existing during the period beginning with the first day of the first pay period for the Fall Semester through the due date for the submission of grades for the Spring Semester excluding any days when the University is closed for all employees.

10. Bargaining unit members on full-time twelve (12) month appointments shall be given an annual sick leave grant up to a maximum of one hundred thirty (130) working days beginning with the commencement of the University's fiscal year (July 1). Sick leave grants do not accumulate from year to year.

11. An exception to the one hundred thirty (130) working days yearly grant applies when the bargaining unit member's continuing illness makes it impossible for the bargaining unit member to report for work at the start of the next year after exhausting the previous year's one hundred thirty (130) working days grant for the same continuing illness. In this

situation, the bargaining unit member is not given another one hundred thirty (130) working days grant but is eligible to apply for long term disability insurance. (See Article 35, Disability Income Benefit.)

12. For purposes of CMU's sick leave policy, a continuing illness is an illness, injury, impairment, or physical or mental condition that involves:

a. Continuing inpatient care in a hospital, hospice, or residential medical care facility, or

b. Continuing treatment by a physician who certifies, as described in Paragraph 19 of this Article, that the bargaining unit member is unable to perform the functions of the position of the bargaining unit member.

13. For purposes of CMU's sick leave policy, an illness, injury, impairment, or physical or mental condition will not be considered a continuing illness, if at anytime during either summer session,

a. The bargaining unit member submits to CMU a physician's statement certifying, as described in Paragraph 19 of this Article, that the bargaining unit member is able to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member's performing those duties, and

b. The bargaining unit member resumes regular duties for at least five (5) consecutive working days.

14. If a bargaining unit member on a ten (10) month appointment is using sick leave at the end of an academic year, or on a twelve (12) month appointment is using sick leave at the end of the University's fiscal year (June 30), and is unable to start work for the subsequent year, the unused sick leave balance from the year just ended will become the beginning balance for the new year.

If the bargaining unit member who begins the year on a sick leave is able to return to work during the year, a new sick leave grant prorated according to the remaining time in the academic or fiscal year, as appropriate, will be awarded.

15. Bargaining unit members who are part-time shall be entitled to sick leave benefits prorated on the basis of the proportion of the position to a regular full-time position. Bargaining unit members who work only a portion of the contract period shall be entitled to sick leave benefits prorated on the basis of the proportion of the said period worked compared to a regular full-time contract position.

16. All absences of a bargaining unit member due to her/his physical condition caused by illness or injury shall be charged against the bargaining unit member's sick leave grant whether or not her/his department absorbs the work or the institution provides a substitute. A bargaining unit member will be considered absent if he/she fails to appear for regularly assigned duties for one-half (1/2) day or more because of illness or injury. Sick leave will be charged for the time absent from

work. Sick leave will be charged continuously from the first day of illness until the bargaining unit member again assumes regularly assigned duties. Sick leave may be taken in units of no less than one-half (1/2) day. Sick leave will be charged at the rate of eight (8) hours for a full day's absence and forty (40) hours for a full week's absence, excluding any holidays when the University is closed for all employees.

17. Sick leave cannot be charged to cover absences from supplemental activities. For purposes of this Article, supplemental activities are those done for CMU in addition to the bargaining unit member's regularly assigned duties and include, but are not limited to, summer school assignments, Extended Learning activities, and summer research activities.

18. Amounts received by a bargaining unit member for a compensable injury (worker's compensation), social security, and any disability income or continuation of income plan or program at the University will be deducted from the sick leave payment made to the bargaining unit member.

19. Each bargaining unit member desiring consideration for sick leave benefits may be required to file with CMU a physician's statement,

a. Explaining the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts within the knowledge of the physician regarding the condition, and

b. Stating that the bargaining unit member is unable to perform the duties of the position of the bargaining unit member.

Prior to returning to work from a sick leave of more than five (5) consecutive working days, a bargaining unit member may be required to submit to CMU a physician's statement certifying that the bargaining unit member is able to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member's performing regularly assigned duties. If medically determined that the member's condition would interfere with performance of her/his duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.

Until the document requested is filed, all absences may be considered as lost time; and the bargaining unit member's pay may be reduced accordingly.

20. Whenever a bargaining unit member has used up all of that member's sick leave grant, the member will be removed from the payroll until the member reports back to duty.

21. CMU shall maintain a sick leave record on all bargaining unit members.

22. Bargaining unit members must notify the account director responsible for submitting the payroll at the earliest opportunity when they will be off work because of illness.

23. Working Day: A day of the week on which the bargaining unit member is scheduled to perform regularly assigned duties. A work week shall be interpreted to mean any five (5) working days of a week (Sunday through Saturday) determined by the individual bargaining unit member's work schedule.

Military Leave

24. Short Tours of Duty. Any full-time bargaining unit member shall, upon her/his request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the military service, not to exceed fifteen (15) consecutive calendar days in any calendar year, upon the following conditions:

a. Arrangements for such leaves are to be made with the bargaining unit member's department chairperson, or designated supervisor of a unit not organized as a department, well in advance of the actual tour of duty; and

b. The bargaining unit member is to go on leave, whenever possible, at the convenience of CMU; and

c. CMU will pay the difference between a full-time bargaining unit member's military pay and the member's regular pay for up to fifteen (15) consecutive calendar days when the member is on leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar military organization.

25. Extended Service. Bargaining unit members who enter active military service in the armed forces of the United States or the Michigan National Guard under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof, shall be entitled to a military leave of absence without pay for the period of time required to fill an active military service obligation. This leave shall automatically terminate if the bargaining unit member remains in military service beyond the member's initial obligation or fails to report for work within ninety (90) days after release from the military service. A bargaining unit member who timely reports for work will be assigned a position, dependent upon the positions available, in the department to which the bargaining unit member was assigned prior to military leave. If it is not possible to assign a position to the bargaining unit member immediately upon return from military leave, the member may be granted an extended leave until the commencement of the following semester during which time the Office of the Provost will make a concerted effort to find a position for that person.

Leave for Court-Required Service

26. Leave for court-required service is granted to members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties to an action. Bargaining unit members will be paid the difference between their regular pay and the amount received for serving as a juror or serving as a witness. Paid leave for court-required service is not available for supplemental activities including, but not limited to, summer school assignments, Extended Learning activities, and

summer research activities done for CMU in addition to the bargaining unit member's regularly assigned duties. A bargaining unit member is expected to report for regular University duty when her/his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. A bargaining unit member should check with the Payroll Office at Central Michigan University before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay.

Funeral Leave

27. A bargaining unit member will be given an approved absence, normally not to exceed three (3) days per occasion, if any of the following relatives die:

a. Spouse, children;

b. Brothers, sisters, brothers-in-law, sisters-in-law;

c. Parents, grandparents, parents-in-law;

d. Relatives living in the same household.

28. The exact length of the leave shall depend upon the circumstances. The dean, upon the recommendation of the department chairperson, may approve exceptions to the three (3) day limit.

Necessity Leave

29. A bargaining unit member will be given an approved absence not to exceed two (2) days in any fiscal year to meet those personal needs which cannot be met outside of her/his regular work schedule. Some examples of such absences are: attendance at a funeral, except one covered under Funeral Leave; attending to personal business; illness of a relative living in the same household. Whenever possible, the bargaining unit member shall give advance notice of this leave to the department chairperson or designated supervisor of a unit not organized as a department. The bargaining unit member shall make arrangements for the handling of her/his duties.

Family and Medical Leave Act ("FMLA")

30. A bargaining unit member is eligible for a FMLA leave if he/she has been employed by CMU for at least twelve (12) months and at least 1250 hours during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences, whichever comes first.

31. An eligible bargaining unit member, upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any fiscal year (July 1 - June 30) for one or more of the following events:

a. For the birth of a son or daughter of the member and to care for such child,

b. For the placement of a child with the member for adoption or foster care,

c. To care for a spouse, child, or parent of the member if the former has a serious health condition, or

d. Because of a serious health condition of the member, which renders her/him unable to perform the functions of the member's position. In this situation, the bargaining unit member is granted up to a maximum of one hundred thirty (130) working days of paid sick leave, in lieu of the unpaid FMLA leave, under the provisions of Paragraphs 9-23 of this Article. Notwithstanding the previous sentence, a bargaining unit member with a 10-month appointment and a summer assignment may be granted an unpaid leave if he/she is unable to perform assigned duties during the summer assignment.

FMLA grants do not accumulate from year to year.

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

33. Bargaining unit members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by CMU to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

34. During the period of a FMLA leave, CMU 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 member had continued in employment for the duration of the leave. CMU shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under Paragraphs 31.c. or 31.d. of this Article, or other circumstances beyond the member's control. In this situation, CMU may require certification of inability to return to work as specified and allowed by the FMLA.

35. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, the bargaining unit member is first required to exhaust any available paid vacation leave and necessity leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

36. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period

which starts on the date of such birth or placement for adoption or foster care, except as noted below in the Paragraph. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, a bargaining unit 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. As specified by FMLA Regulations, an expectant mother may take an FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. FMLA leave also may begin before the actual placement or adoption of a child if an absence from work is required for adoption or foster care to proceed.

Upon request of the bargaining unit member and the recommendation of the department, the dean may approve an unpaid leave, as specified in Paragraphs 45-47 of this Article, to immediately follow the FMLA leave.

37. Spouses, both of whom are employed by CMU are limited to a combined total of twelve (12) workweeks of unpaid leave during any fiscal year for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each bargaining unit member may use up to twelve (12) workweeks of unpaid leave during any fiscal year to care for her/his child or spouse who is suffering from a serious health condition.

38. An eligible bargaining unit member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the department chairperson and dean, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.

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

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

41. A leave taken under Paragraphs 31.a. or 31.b. of this Article shall not be taken intermittently or on a reduced leave schedule unless CMU and the bargaining unit member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under Paragraph 31.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, CMU may require the member to transfer temporarily to an available alternative position

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

42. A bargaining unit member on an approved FMLA leave should keep the department chairperson informed regarding her/his status and intent to return to work upon conclusion of the leave.

43. In any case in which CMU has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Paragraph 31.c. of this Article, CMU may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

44. The provisions of Paragraphs 30-43 of this Article are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this Agreement.

Other Leaves of Absence Without Salary

45. Other leaves of absence without salary may be granted only for special reasons to those bargaining unit members who have been employed on a regular basis. Leaves may be granted for reasons such as poor health, advanced study, child care, and visiting professorships. Each request is made to the chairperson of the department, coordinator of the area, or person designated for the area who serves the function of the department chairperson for purposes of this provision, who will refer the matter to the appropriate dean who will then forward her/his recommendation with departmental recommendations to the Provost. If the leave is approved by the Board of Trustees, it shall take effect.

46. A bargaining unit member on a leave of absence without salary is allowed to continue (at the member's own expense, provided such continuation does not duplicate the benefit offered by any other employer of such member, until the bargaining unit member completes twenty-four (24) months of such leave) the following fringe benefits described in this Agreement provided they are in effect for the bargaining unit member when the member commences such leave, and provided the fringe benefit program allows continuation of the benefit while a bargaining unit member is on leave: life insurance, dental insurance, health and surgical insurance, and disability income insurance. However, if the unpaid leave is a FMLA leave described in Paragraphs 30-44 of this Article, the coverages are maintained at the level and under the conditions coverages would have been provided if the bargaining unit member had continued in employment continuously for the duration of the leave. The bargaining unit member shall make arrangements with the Faculty/Staff Benefits Office before commencement of the leave for any benefits which the bargaining unit member wishes continued.

47. All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay.

Medical Condition Following Leave

48. A bargaining unit member returning from a leave of absence of any kind in excess of ten (10) consecutive working days, except for court-required service leaves, funeral leaves, and necessity leaves, may be required to furnish a physician's statement as to her/his condition, if CMU has reasonable grounds to believe the bargaining unit member may have a medical problem. If medically determined that the member's condition would interfere with performance of her/his regularly assigned duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.

Article 28
SALARY

1. Each bargaining unit member employed by CMU as a bargaining unit member on April 1, 1993 shall receive a 1993-94 salary, effective the first pay period of the 1993-94 academic year, equal to at least her/his 1992-93 base salary. The 1993-94 base salary of such a bargaining unit member, who receives a promotion effective the beginning of the 1993-94 academic year, shall be at least her/his 1992-93 base salary plus the appropriate promotion increment specified in Article 32 (Salary Adjustments for Promotion and Completion of Appropriate Terminal Degree).

2. Each bargaining unit member employed by CMU as a bargaining unit member on the preceding April 1 shall receive a minimum salary increase effective at the beginning of the first semester of the following academic year as follows:

a.	1994-95 Academic Year	3% of Base Salary
b.	1995-96 Academic Year	3% of Base Salary

3. References to salary refer to the rates for ten (10) month service only. Salary adjustments for twelve (12) month service will be effective with the first pay period of each fiscal year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths).

4. A part-time bargaining unit member shall receive a salary based on the proportion of her/his part-time appointment to full-time employment.

5. Bargaining unit members who normally teach classes and who are required as part of their duties to be at the University working with students while other bargaining unit members are not required to be at the University working with students shall receive additional compensation.

6. CMU will report to the ASSOCIATION salary adjustments made to bargaining unit members during the term of this Agreement. Reasonable requests for existing records pertaining to the bargaining unit will be honored.

7. A bargaining unit member's ten (10) month base salary shall be no less than the following minimum levels after all salary adjustments have been made for the appropriate year.

Rank of Bargaining Unit Member	1993-94	1994-95	1995-96
Professor	$37,000	$38,000	$40,000
Associate Professor	$31,000	$32,000	$33,000
Assistant Professor	$26,000	$27,000	$28,000
Instructor	$22,000	$23,000	$24,000

8. Pay Periods. A bargaining unit member's ten (10) month base salary shall be paid according to one of the following Pay Plans, selected by the bargaining unit member prior to the beginning of the first pay period of an academic year:

a. 1993-94 Academic Year

1) 20-Pay Plan or 26-Pay Plan with the first biweekly pay period beginning August 1, 1993 and the first paydate of August 26, 1993.

2) The final paydate of the 20-Pay Plan will be May 19, 1994, and the final paydate of the 26-Pay Plan will be August 11, 1994.

b. For the 1994-95 and 1995-96 Academic Years

1) Semi-monthly on the first and fifteenth of each month beginning on September 1;

2) The 18-Pay Plan will end on May 15 and the 24-Pay Plan will end on August 15.

c. For the 20-Pay Plan, the biweekly pay is one twentieth (1/20th) of the ten (10) month base salary. For the 26-Pay Plan, the biweekly pay is one twenty-sixth (1/26th) of the ten (10) month base salary. For the 18-Pay Plan, the semi-monthly pay is one eighteenth (1/18th) of the ten (10) month base salary. For the 24-Pay Plan, the semi-monthly pay is one twenty-fourth (1/24th) of the ten (10) month base salary.

9. If by March 31, 1994, CMU determines that software system limitations preclude implementation by July 1, 1994, then the semi-monthly payroll cycle will be postponed until the 1995-96 year. Should this postponement occur, the pay periods for 1994-95 will be as follows:

a. 20-Pay Plan or 26-Pay Plan with the first biweekly pay period beginning July 31, 1994 and the first paydate of August 25, 1994.

b. The final paydate of the 20-Pay Plan will be May 18, 1995, and the final paydate of the 26-Pay Plan will be August 10, 1995.

10. Salary Equity Study Committee. The ASSOCIATION and CMU shall each appoint three members to a Joint Salary Equity Study Committee. This Committee shall have its initial meeting prior to October 1, 1993 to discuss and determine the data it will require and the type of analysis to be performed on the data.

This Committee is charged with reviewing faculty salaries with the goal of determining if any inequities exist. The Committee shall report to the ASSOCIATION and CMU by March 1994. All adjustments made shall become part of the recipient's base salary. The ASSOCIATION will be notified of all salary adjustments made as part of this or other adjustment plans.

Article 29
COMPENSATION FOR DEPARTMENT CHAIRPERSONS

1. A department chairperson (including acting appointments) is assigned and responsible for the performance of administrative duties some of which occur beyond the academic year. For performance of these duties, that person is paid an annual salary supplement. In addition, he/she is offered an administrative appointment equivalent to teaching one (1) three (3) credit course at summer school rates in one of the six-week summer sessions.

2. For the term of this Agreement, the annual salary supplement consists of a base of $6,700 plus $50 for every FTE in her/his department in excess of ten (10). For purposes of this Paragraph, FTE shall include faculty and administrative professional positions existing within a department.

3. If the person serves only during the academic year, the annual salary supplement shall be reduced. During the regular academic year, teaching load is adjusted to reflect the level of responsibility and activities in the department.

4. In addition to the administrative appointment to one of the six-week summer sessions, if consistent with department procedures, a department chairperson will be extended the opportunity to teach at least one (1) three (3) credit course during one of the summer sessions. Compensation will be at the established rates for these assignments.

5. A department chairperson who desires to be released from her/his responsibilities for a period of time must have the consent of the appropriate dean. If the dean consents to the release, then a substitute chairperson should be selected to assume the chairperson's responsibilities during this period of time. Since the duties and responsibilities of chairpersons vary by department and by time of year, when a substitute chairperson is selected, the compensation that individual will receive needs to be negotiated among that individual, the regular chairperson, and the dean. The three parties need to negotiate both that portion of the annual salary supplement and that portion of the six-week summer session administrative appointment that the substitute chairperson will receive. The results of this negotiation shall be signed by all three parties and communicated to Faculty Personnel Services.

6. Procedures at the University for review of departments and department chairpersons are not superseded by this section.

Article 30
COMPENSATION FOR SUMMER SESSIONS

1. A bargaining unit member who is assigned to on-campus teaching responsibilities during either of the six-week summer sessions shall be paid .0278 times the bargaining unit member's ten (10) month base salary for each credit hour taught.

2. Compensated summer session assignments for on-campus and off-campus activities are limited to no more than the equivalent of seven (7) credit hours in any one six-week summer session.

Article 31
COMPENSATION FOR OVERLOAD

1. Overload teaching assignments are voluntarily accepted assignments by a bargaining unit member to an on-campus teaching activity in addition to the bargaining unit member's regularly assigned duties. Overload compensation for such assignments shall be at a rate not to exceed the amount specified for teaching a three (3) credit course for CEL (as specified in Paragraph 8 of Article 25, College of Extended Learning), if the department chairperson and the dean of the college agree that compensation is appropriate. Should the overload assignment occur for a portion of a semester, the salary will be prorated based on the number of weeks the overload assignment is performed divided by sixteen (16) weeks. The request to a bargaining unit member to accept an overload teaching assignment will be made, in accordance with the department's procedures and bylaws, by the department chairperson of the bargaining unit member's department.

2. Non-teaching overload assignments are voluntarily accepted assignments by a bargaining unit member to perform responsibilities in addition to her/his regularly assigned duties. Extra compensation for non-teaching overload assignments may be initiated by the supervisor of the activity. The amount of such compensation will be determined by the department chairperson, dean of the bargaining unit member's college, and the supervisor of the activity if that person is not the department chairperson or dean.

3. Overload assignments, whether teaching or non-teaching, may not conflict with the performance of a bargaining unit member's regularly assigned duties.

Article 32
SALARY ADJUSTMENTS FOR PROMOTION AND COMPLETION OF APPROPRIATE TERMINAL DEGREE

1. Bargaining unit members who meet the requirements for a Ph.D. or Ed.D. (or equivalent degree), as certified by the granting institution, and who have not previously held such a degree, shall have added to their ten (10) month base salary the sum of $1,000. If the requirements are completed, as certified by the granting institution, during the term of a ten (10) month contract, the $1,000 shall be prorated according to the

relationship of time remaining on the bargaining unit member's ten (10) month contract to that member's total contract.

2. Bargaining unit members who do not hold a Ph.D. or Ed.D. (or equivalent degree) and meet the requirements for a terminal degree other than Ph.D. or Ed.D. (or equivalent degree) shall have added to their ten (10) month base salary the sum of $500. If the requirements are completed, as certified by the granting institution, during the term of a ten (10) month contract, the $500 shall be prorated according to the relationship of time remaining on the bargaining unit member's ten (10) month contract to that member's total contract.

3. A bargaining unit member who is promoted shall receive for the promotion an increase in the member's ten (10) month base salary of $1,800 for promotion to Assistant Professor, $2,100 for promotion to Associate Professor, $2,500 for promotion to Professor, provided such payment yields a salary for the promoted bargaining unit member at least equal to the minimum pay for the rank to which he/she was promoted. If the increase does not yield such a salary, then the bargaining unit member shall receive a salary at least equal to the minimum pay for the rank to which the bargaining unit member was promoted.

4. Rank is automatically adjusted from Instructor to Assistant Professor as a result of the completion of Ph.D. or Ed. D. (or equivalent degree). When the degree completion is certified by the granting institution, the bargaining unit member shall receive either a $1,000 addition to the member's ten (10) month base salary in lieu of the $1,000 discussed in Paragraph 1 of this Article or an amount necessary to adjust the member's ten (10) month base salary to the minimum pay for Assistant Professor, whichever is greater.

5. For purposes of this Article, certification of the completion of degree requirements shall mean a written statement from the graduate dean of the granting institution (or other representative communicating on behalf of the granting institution). The statement shall include:

a. The degree to be awarded to the bargaining unit member,

b. The date by which all degree requirements (except formal awarding of the degree) were completed, and

c. The date on which the degree will be awarded.

Salary Adjustment for Professor

6. Bargaining unit members who have held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increment in base salary equal to the increment for promotion from Associate Professor to Professor specified in Paragraph 3 of this Article. A full Professor may receive the salary adjustment no more frequently than once every four (4) years.

Article 33
VACATIONS

1. Full-time bargaining unit members on twelve (12) month appointments accrue vacation allowance at the rate of one-and-two thirds (1-2/3) days per month for a maximum of twenty (20) days per year. Twelve (12) month bargaining unit members who are part-time shall accrue vacation allowance prorated on the basis of the ratio of their appointment to a full-time appointment.

2. Vacation accrual shall be charged for all times when a bargaining unit member is scheduled to be performing regularly assigned duties but is away from those duties for personal reasons other than those reasons which entitle a member to other types of leave covered under the other leave provisions outlined in this Agreement.

3. Vacation shall be taken in units of one-half (1/2) day. Bargaining unit members shall arrange with their supervisor the scheduling of vacations. There shall be no mandatory fiscal or calendar year cutoff date for vacation usage. Maximum vacation accrual is thirty-seven and one-half (37.5) days.

4. Twelve (12) month bargaining unit members who terminate employment at Central Michigan University or transfer to a ten (10) month assignment at the University shall receive payment for accrued and unused vacation time accumulated as of their date of separation or reclassification, up to a maximum of twenty (20) days.

Article 34
LIFE INSURANCE

1. CMU makes available to each bargaining unit member level term life insurance in an amount equal to one and one-half (1-1/2) times the member's base salary. If the amount of life insurance is not an even multiple of $1,000, it shall be raised to the next higher $1,000 multiple to a maximum of $325,000. The cost of this life insurance coverage is fully paid by CMU. The policy provides double indemnity for accidental death and dismemberment coverage.

2. A supplemental life insurance plan, mutually considered by CMU and the ASSOCIATION, is available to all bargaining unit members. Under this program members may purchase additional term life insurance over a period of time without evidence of insurability. CMU does not contribute toward this plan; however, payroll deduction is available.

3. Additional information regarding details of the plans is available in the Faculty/Staff Benefits Office.

Article 35
DISABILITY INCOME BENEFIT

1. CMU provides a Total Disability Income Protection Plan for members of the bargaining unit. The plan provides a monthly income benefit after a bargaining unit member has been totally disabled for a period of six (6)

months because of disability caused by sickness or bodily injury. Benefits under this plan are integrated with the member's social security benefits, worker's compensation benefits, and any disability income or continuation of income plan or program to which CMU has contributed. The monthly income benefit is computed upon a bargaining unit member's ten (10) month salary, with the monthly salary base determined by dividing the ten (10) month salary by twelve (12). The monthly income benefit will be equal to 66 2/3% of the monthly salary base of the employee, but in no event will the sum of the monthly income benefit exceed $5,000 unless such excess results from an increase in benefits during the period of disability from social security, worker's compensation, or other disability income or continuation of income plans. The monthly income benefit is paid for a period of two (2) years while the bargaining unit member is unable, by reason of said sickness or bodily injury, to engage in the member's regular occupation. After the two (2) year period, the plan provides for continuation of payments if the bargaining unit member is unable, by reason of said sickness or bodily injury, to engage in any occupation for which the bargaining unit member is reasonably fitted by education, training, or experience.

2. The duration of the monthly income benefit under the Total Disability Income Protection Plan varies depending on one's age when payments under the monthly income benefit begin. Benefits continue as specified below:

Age When Benefits Begin	Age or Time Limit
Less than 60	Age 65
60 but less than 65	4 1/2 years
65 but less than 68 1/2	Age 70
68 1/2 or older	1 year

The Total Disability Income Protection Plan provides a three percent (3%) improvement benefit factor to assist with the rise in the cost of living for bargaining unit members who become disabled under the terms of the policy.

3. The Total Disability Income Protection Plan provides for continuation of retirement funding while the bargaining unit member is receiving benefits. The amount paid into the plan is approximately the same as would normally have been made when integrated with the social security contribution and other funding factors which are applicable at the time. The carrier for the plan adjusts the payment rates from time to time to reflect changes in the funding factors. If the bargaining unit member is enrolled in the TIAA-CREF retirement plan, payments will be made to her/his regular contract. If the bargaining unit member is in MPSERS, a retirement annuity will be commenced for the bargaining unit member; and payments will be made to that annuity contract.

4. Prior to returning to work from total disability leave, a bargaining unit member may be required to submit to CMU a physician's statement certifying that the bargaining unit member is sufficiently recovered to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member performing assigned duties. The college shall hold a tenure-track position for the bargaining unit member on total disability leave for four (4) years from

the time the total disability began. After that time, the return to work of the bargaining unit member is subject to the availability of a position for which the bargaining unit member is qualified, as determined by the dean.

5. A bargaining unit member receiving benefits under the Total Disability Income Protection Plan is eligible to make an irrevocable election of either of the following options with respect to hospital and surgical insurance:

a. Continue hospital and surgical insurance under CMU's group health plan at the level coverage would have been provided if the member had continued working. Coverage shall continue until such time as the totally disabled bargaining unit member qualifies for Medicare under social security old age benefits, unless benefits continue under the Total Disability Income Protection Plan, or for four (4) years, whichever comes first. CMU will pay toward such coverage an amount equal to the amount paid on behalf of bargaining unit members with the same coverage; or

b. Change to or continue hospital and surgical insurance for only the bargaining unit member under CMU's group health plan until such time as the totally disabled bargaining unit member qualifies for Medicare under social security old age benefits. CMU will pay toward such coverage an amount equal to the amount paid on behalf of bargaining unit members with the same coverage.

6. A bargaining unit member receiving benefits under the Total Disability Income Protection Plan is eligible to continue the following benefits described in this Agreement, provided they are in effect for the member when the member becomes totally disabled and provided the benefit program allows continuation of the benefit:

a. Life insurance, with CMU paying toward such coverage an amount equal to the amount paid on behalf of bargaining unit members with the same coverage; and

b. Dental coverage, at the member's own expense.

7. Additional information regarding details of the Total Disability Income Protection Plan is available in the Faculty/Staff Benefits Office.

Article 36
ACCIDENT INSURANCE

1. CMU shall provide insurance for bargaining unit members traveling on official University business with coverage at a minimum of $200,000 for accidental death or dismemberment and $1,000 for medical expense. The dismemberment benefit may be less than $200,000 according to the provisions of the policy.

2. Additional information regarding details of the Accident Insurance Plan is available in the Risk Management Office and the Faculty/Staff Benefits Office.

Article 37
HOSPITAL AND SURGICAL INSURANCE

1. Bargaining unit members may elect Super Care I group health coverage for the bargaining unit member, the bargaining unit member's spouse, and the bargaining unit member's children, as provided by the insurance carrier in its family coverage.

2. Bargaining unit members instead may elect coverage under a health maintenance organization (HMO).

3. For each of the contract years under this Agreement, CMU agrees to pay the lesser of the actual monthly premium costs or the following amounts for the coverage described above:

	1993-94	1994-56	1995-56
Bargaining unit member	$182.84	$191.98	$201.58
Bargaining unit member and spouse, or bargaining unit member and one child	$408.83	$429.27	$450.74
Bargaining unit member, spouse and children	$454.13	$476.84	$500.68

4. Bargaining unit members not selecting one of the above coverages will receive an additional gross cash stipend of $50.00 each month.

5. In the event that CMU and bargaining unit members become eligible to or are required to participate in any health care plans or initiatives sponsored by the federal government, the parties agree to negotiate the impact of any such plans or initiatives on the provisions of this Article.

6. Additional information regarding details of the plans is available in the Faculty/Staff Benefits Office.

Article 38
DENTAL INSURANCE

1. Bargaining unit members will receive dental care benefits coverage under the CMU plan for the bargaining unit member, the bargaining unit member's spouse, and the bargaining unit member's children, as provided in the plan for family coverage.

2. The plan will provide coordination of benefits, 100% of diagnostic and preventive services, 75% of restorative and prosthodontic services, and 75% of construction and replacement of dentures and bridges, subject to a maximum benefit of $1,500 per covered person per year. It will also provide a 75% orthodontia rider for the bargaining unit member's children up to the end of the calendar year in which the children reach age 19, with a lifetime maximum of $2,000 per covered person.

3. As soon as possible following the ratification of this Agreement by both parties, the CMU plan will be, through 1994-95, a custom MESSA Dental Plan. CMU will request bids for coverage during 1995-96.

4. For each of the contract years under this Agreement, CMU agrees to pay the lesser of the actual monthly premium costs or the following amounts, for the coverage described above:

	1993-94	1994-95	1995-96
Bargaining unit member	$27.96	$29.00	$31.00
Bargaining unit member and spouse, or bargaining unit member and one child	$41.99	$43.00	$45.00
Bargaining unit member, spouse and children	$76.21	$78.00	$82.00

5. If the vendor of the CMU plan, for coverage as described in Paragraphs 1 and 2 of this Article, offers a single rate for all bargaining unit members, CMU agrees to pay the lesser of the actual monthly premium costs or the following amounts, for each of the contract years under this Agreement:

1993-94	1994-95	1995-96
$58.00	$60.00	$62.80

6. Additional information regarding details of the plan is available in the Faculty/Staff Benefits Office.

Article 39
RETIREMENT

Participation

1. Two retirement programs are offered at the University:

   a. Michigan Public School Employees Retirement System (MPSERS);

   b. TIAA-CREF.

2. Bargaining unit members must elect to participate in one of these retirement programs within ninety (90) days of the effective date of employment. If an election is not made within the ninety (90) day period, an irrevocable decision to participate in the Michigan Public School Employees Retirement System will be assumed to have been made. If the Michigan law is changed allowing a different election period, the parties will negotiate changes in this section accordingly.

3. A bargaining unit member who retires from Central Michigan University shall be eligible to continue the group hospitalization and surgical insurance coverage he/she had while a Central Michigan University employee. The full cost of this coverage shall be borne by the retiree.

Eligibility

4. Bargaining unit members meeting one of the following criteria qualify for retirement from Central Michigan University:

a. At least 10 years of Central Michigan University service and at least age 60, or

b. At least 15 years of Central Michigan University service at age 55-59, or

c. At least 30 years of Central Michigan University service at any age.

Contribution to TIAA-CREF

5. For a bargaining unit member who has chosen the TIAA-CREF optional retirement program, CMU agrees to pay into such member's TIAA-CREF retirement account twelve (12) percent of the bargaining unit member's compensation as defined in Section 1.(q) of the Michigan Public School Employees Retirement Act (MCLA 38.201, et. seq.), excluding said twelve (12) percent from the term "compensation."

6. Bargaining unit members who have chosen the TIAA-CREF optional retirement program may choose any of those optional plans made available by TIAA-CREF which are permitted under Michigan law and which are approved by CMU and the ASSOCIATION.

Additional 403(b) Supplemental Retirement Plan Options

7. Bargaining unit members may elect to participate in tax-deferred retirement plans in addition to the supplemental retirement annuities (SRA's) offered by TIAA-CREF. A limited number of plan sponsors will be selected by CMU. Bargaining unit members who decide to participate in any of the plans will be required to establish a salary reduction agreement with CMU prior to participation. CMU will remit the bargaining unit member's contribution to the plan sponsor.

8. Additional information regarding details of the MPSERS and TIAA-CREF retirement programs, TIAA-CREF SRA's, and the additional 403(b) supplemental retirement plan options is available in the Faculty/Staff Benefits Office.

Article 40
RETIREMENT SERVICE AWARD

1. Bargaining unit members employed by Central Michigan University in the bargaining unit who were on the payroll or on leave of absence prior to March 1, 1976, and who retire as specified in Article 39 (Retirement), shall receive a retirement service award of one-and-one-half percent (1 1/2%) of the bargaining unit member's current ten (10) month base salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.

2. For purposes of Paragraph 1, bargaining unit members who retire at age 55-59 with at least fifteen (15) but less than thirty (30) years of service shall receive a retirement service award calculated according to the same method but multiplied by 55/60 if age fifty-five (55), 56/60 if age fifty-six (56), etc. The proration of the award is waived by CMU when an eligible bargaining unit member under age sixty (60) has entered into a retirement incentive agreement with CMU.

3. In case of the death of a bargaining unit member who had been on the payroll or on leave of absence prior to March 1, 1976, the retirement requirements are waived and an amount equal to the retirement service award will be paid to the estate of the bargaining unit member.

4. Additional information regarding details of the retirement service award is available in the Faculty/Staff Benefits Office.

Article 41
FEE REMISSION

1. A bargaining unit member and/or her/his spouse and/or dependent child(ren) shall be given the opportunity to take Central Michigan University courses and receive a tuition credit in the amount of her/his regular course fees (maximum of on-campus rates). Bargaining unit members may audit Central Michigan University courses and receive tuition credit. A part-time bargaining unit member is entitled to the tuition credit prorated on the proportion of her/his part-time appointment to full-time employment. This tuition credit applies only to regular fees charged to all students for enrollment for a specified number of hours. Special or incidental fees, such as the nonrefundable registration fee, music fee, special course fees, and parking fees, are not waived. Full details of the plan are available in the Faculty/Staff Benefits Office.

2. Conditions for participation:

   a. The participant(s) must have been admitted to Central Michigan University by the Admissions Office or the College of Graduate Studies.

   b. Each bargaining unit member on a full-time appointment is eligible to receive a tuition credit of up to twenty-four (24) hours per calendar year. Not more than twelve (12) semester hours of credit will be allowed in any single semester and not more than six (6) in any summer session.

   c. For the Fall and Spring semesters, the maximum number of tuition credits for courses taken by a full-time bargaining unit member shall not exceed six (6) per semester.

   d. Eligibility certification under University procedure is to be completed by the bargaining unit member at the Faculty/Staff Benefits Office prior to enrollment.

Article 42
PARKING PERMIT

Each bargaining unit member shall be entitled to a parking permit for a single vehicle, at no cost to the member, valid for all the times of the calendar year during which a parking permit or day ticket is required. For purposes of contract cost analysis, CMU agrees to set the price of a parking permit at only $50 during the term of this Agreement, although the cost of maintaining CMU's current parking facilities exceeds $100 per space.

Article 43
MONETARY AWARDS

1. Before any new University-wide monetary award program is implemented for faculty, or before any existing University-wide monetary award program is modified, it shall be referred to the Academic Senate for its review and recommendation. Recommendations of the Academic Senate regarding such awards must be approved by CMU and the ASSOCIATION prior to implementation.

2. Before any new college/department monetary award program is implemented for faculty, or any existing such program is modified, it shall be referred to the bargaining unit members in that college/ department for review and approval via a secret, written ballot.

Article 44
RELEASED TIME FOR FACULTY ASSOCIATION PRESIDENT

The President of the ASSOCIATION shall be granted released time from normal teaching duties equivalent to a half-time teaching assignment for the academic year. The rights of the President of the ASSOCIATION under this Agreement will not be altered by this provision.

Article 45
CONTINUITY OF OPERATIONS

The ASSOCIATION, its officers, agents, affiliates, members, and employees agree that, so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort not to meet classes, boycott or similar acts constituting a strike. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension; and this provision shall not be by way of limitation on CMU's right to any other remedy under law for such violation. In the event that any member or members of the bargaining unit represented by the ASSOCIATION engage in any of the above activities, the President of the ASSOCIATION or a representative thereof shall, upon request from CMU, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their employment-related responsibilities.

Article 46
CONTRACT DOCUMENTS

This Agreement consists of Articles One (1) through Fifty (50) in this document, pages numbered one (1) through seventy-seven (77) inclusive, three (3) Letters of Agreement, pages numbered seventy-eight (78) through eighty-one (81) inclusive and signed by representatives of CMU and the ASSOCIATION, Exhibit A (Policy Regarding Objections to Political-Ideological Expenditures), pages numbered eighty-two (82), and Exhibit B (Location of Personally-Identifiable Information), pages eighty-five (85).

Article 47
SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the ASSOCIATION and CMU.

Article 48
VALIDITY

This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' position with respect to collective bargaining laws; but, if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

Article 49
TERM OF AGREEMENT

This Agreement shall become effective upon ratification by the ASSOCIATION and CMU retroactive to July 1, 1993, and shall remain in full force and effect until midnight June 30, 1996, at which time it will terminate.

Article 50
EFFECTIVE DATES

The salaries set forth in this Agreement shall take effect at the beginning of the first semester of the academic year as stipulated in Article 28 (Salary) of this Agreement. Nothing herein shall be construed to prevent CMU from beginning payment or computation of salaries prior to commencement of classes.

CENTRAL MICHIGAN UNIVERSITY

Leonard E. Plachta, President

Robert G. Franke, Provost

NEGOTIATING TEAM

Thomas P. Hustoles

Jonas E. Cook

Jon E. Darrow

Robert L. DeBruin

Thomas J. Moore

Barbara S. Taylor

CENTRAL MICHIGAN UNIVERSITY
FACULTY ASSOCIATION

William R. Cron, President

Mary S. Senter, Secretary

NEGOTIATING TEAM

Charles F. Eiszler

Roger D. Hatch

Susan P. Conner

Elaine C. Daniels

Joyce E. Henricks

Harry E. Mika

Charles J. Pisoni

Diane Ruszczyk/MEA

October 12, 1993

LETTER OF AGREEMENT #1
STUDENT OPINION SURVEY (SOS)

The Provost will direct the Office of Institutional Research to conduct a review of student responses to items on the Student Opinion Survey (SOS) to determine the possibility of bias in the use of the instrument. In particular, relationships between the scores attained on the instrument and such factors as gender and race or ethnicity of the instructor shall be studied.

The Office of Institutional Research shall report its findings to the ASSOCIATION, the Provost, and the Academic Senate Executive Board by the end of the 1993-94 academic year. At that time, an ad hoc Academic Senate committee composed of six persons shall meet and determine what appropriate recommendations, if any, shall be made. Two committee members shall be appointed by the Senate Executive Board, two by the ASSOCIATION, and two by the Provost.

Until such time as the study conducted by the Office of Institutional Research is completed and recommendations, if any, are implemented, the parties agree that the results for question #8 on the SOS shall not be printed nor used in personnel recommendations.

Department faculty and administrators participating in personnel recommendations and decisions on faculty shall endeavor to be sensitive to the possibility of bias on the basis of race or sex in the evaluation of a faculty member's teaching and/or research.

FOR THE ASSOCIATION:

William R. Cron

Mary S. Senter

FOR CMU:

Leonard E. Plachta

Robert G. Franke

LETTER OF AGREEMENT #2
RETIREMENT INCENTIVE PROGRAM

CMU and the ASSOCIATION agree that they have successfully negotiated the Retirement Incentive Program attached to and made a part of this Agreement. CMU shall implement this Program according to the Program's specified time schedule.

1. The faculty employee must qualify under all of the conditions below:

   a. Current member of faculty bargaining unit.

   b. Fifteen (15) years of service at Central Michigan University on or before December 31, 1993. For this Retirement Incentive Program, CMU defines service as total service and not just continuous service, including all non-student service, both regular and temporary, and including all periods of time where the employee was or is paid at least one-half time.

   c. At least fifty (50) years of age on or before December 31, 1993.

   d. Not a party to a prior retirement or other separation agreement with CMU.

2. Retirement incentives must be recovered by divisional expenditure reductions. Each position vacated by a retiree under this Program will be subject to the Faculty Position Review.

3. A bargaining unit member who was hired at Central Michigan University prior to March 1, 1976 and since that date has been continuously employed at Central Michigan University will receive a retirement service award, provided he/she executes an agreement under this Program. In calculating the retirement service award, neither salaries nor years of service will be anticipated or projected beyond the date of retirement. This paragraph modifies Article 40 of the 1993-1996 Agreement only for those who execute an agreement under this Retirement Incentive Program and in no way affects the contractual operation of the retirement service award for other members of the bargaining unit.

4. The incentive is a cash payment in the amount of two (2) percent of 1993-94 full-time ten (10) month base salary times years of service at Central Michigan University times current FTE.

If the bargaining unit member is currently employed less than full-time but at least seventy-five (75) percent of her/his service has been full-time, an FTE multiplier of 1.00 will be used.

5. Payment will be made in one check, less applicable taxes, issued during the retiree's last month of active service.

6. Execution of an agreement under this Program does not affect any other benefit to which the bargaining unit member might be entitled as a retiree of Central Michigan University.

7. The retiree will sign a waiver releasing CMU from certain liabilities, including those under the Age Discrimination in Employment Act, which will contain safeguards provided by law for waivers signed by employees retiring under a retirement incentive agreement.

8. CMU reserves the right to limit the number of persons retiring from a particular department under this Program. The number of participants will be determined by the number of base FTE faculty positions allocated to the department during the 1993 Fall Semester, according to the following schedule:

Base FTE Faculty	# Eligible	# Departments
Less than 10	2	6
10 but less than 21	3	22
21 but less than 35	5	7
35 or more	6	4

If more than the specified number from a certain department apply for this Program, the individual with the most years of service at Central Michigan University will be considered first; the second most years of service will be considered second; etc. If the seniority is the same, then the individual with the highest base salary will be considered first. Applicants beyond the specified number from a certain department may be considered for a retirement incentive if the department, appropriate dean and Provost unanimously agree.

9. Bargaining unit members who wish to avail themselves of the Retirement Incentive Program must notify CMU and apply no later than January 20, 1994. The retirement must have an effective date of no later than January 3, 1995.

10. Upon expiration of the application deadline of this Retirement Incentive Program, CMU will not enter into further retirement incentive agreements with other bargaining unit members unless such agreement has been negotiated between CMU and the ASSOCIATION. Prior to finalizing any bargaining unit member's payment buy-out agreement (other than a retirement incentive agreement), CMU shall notify the ASSOCIATION and give the bargaining unit member notice of her/his opportunity to consult with the ASSOCIATION before executing such agreement.

11. Net savings generated from this Program and which can be identified by July 1, 1995 will be used by the University to reduce the magnitude of faculty position reductions that might otherwise occur under the Phase III Budget Reduction Plans that will be implemented on or before July 1, 1995.

FOR THE ASSOCIATION:

William R. Cron

Mary S. Senter

FOR CMU:

Leonard E. Plachta

Robert G. Franke

LETTER OF AGREEMENT #3
FLEXIBLE BENEFIT PLAN

CMU is investigating the possibility of implementing a flexible benefit plan which ultimately could be made available to all employee groups. If CMU designs a plan which could be implemented prior to the expiration date of this Agreement, the parties agree to meet to discuss the plan as a possible replacement of current benefit programs. Participation in a University flexible benefit plan by bargaining unit members must be mutually agreed upon by CMU and the ASSOCIATION.

FOR THE ASSOCIATION:

William R. Cron

Mary S. Senter

FOR CMU:

Leonard E. Plachta

Robert G. Franke

EXHIBIT A
POLICY REGARDING OBJECTIONS TO
POLITICAL-IDEOLOGICAL EXPENDITURES

Upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.

Objections to Political Ideological Expenditures
Administrative Procedures

STEP I

By November 30 of each year, or as soon thereafter as possible, the Executive Director of the Michigan Education Association or his or her designee shall determine the amount of MEA's, NEA's, and local associations' (for those locals collecting a local service fee) total expenditures for the preceding fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his or her designee shall then calculate the reduced fee that an objector will be required to pay based upon expenditures of the previous fiscal year. The amount of the reduced fee may be further reduced by an additional amount to make allowance for disputed chargeable costs. By November 30, or as soon thereafter as possible, the Executive Director shall provide to all non-union employees who are required to pay an agency fee adequate information identifying the NEA's, MEA's and local associations' total expenditures for the previous fiscal year sufficient to enable them to assess the propriety of the service fee calculation. The information provided to non-union employees shall include:

(1) A list of expenditures made by the NEA and MEA, by major category, during the previous fiscal year verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors;

(2) In those instances where a local association service fee is collected, a list of the local association's major categories of expenditures verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors shall be provided;

(3) The amount of the reduced agency fee;

(4) The method used to calculate the reduced agency fees; and

(5) A copy of this procedure.

STEP II

Within 30 days of the MEA providing the information identified in **Step I**, non-union employees shall give written notice of the Executive Director of MEA at 1216 Kendale Boulevard, P.O. Box 2573, East Lansing, Michigan 48823, either by mail or by personal delivery, of the non-union employee's decision to:

(1) Join the union and pay union dues;

(2) Pay a service fee equal to dues, less the pro rata cost of liability insurance provided to union members;

(3) Pay the reduced fee as determined by the Executive Director; or

(4) Pay the reduced fee into an independent, interest-bearing escrow account designated by the Executive Director and challenge the reduced fee.

The non-union member may challenge the NEA portion of the reduced fee, the MEA portion of the reduced fee, the local portion of the reduced fee, or any combination thereof. Failure to provide timely notice will result in the non-union employee being required to pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members. A challenge to the reduced fee must be made each year by the non-union member. At the time of filing an objection, the non-member shall pay that portion of the reduced fee which has accrued into the escrow account. Collection of service fees for non-members will not begin until after the period for written objection has expired. All such payments of an objecting non-union member required by these procedures shall be paid into the First of America-Central escrow account and shall remain in said account until such time as the arbitrator has issued his or her decision on the proportion of the agency fee that is chargeable to non-members. Thereafter all such funds in the escrow account shall be disbursed in conformity with these procedures.

Non-union employees who become part of the bargaining unit after the MEA has provided the information identified in **Step I**, shall be provided with the information identified in **Step I** within 30 days of becoming a member of the bargaining unit and shall have 30 days from the time MEA provides the information in which to give the written notice to the Executive Director of MEA described in **Step II**. If the non-union employee challenges the reduced fee and the challenge occurs too late to allow the employee to participate in the hearing described in **Step III** of these procedures, no separate hearing shall be held, but the non-union employee's agency fees will be determined based upon the hearing described in **Step III**.

Step III

Within 15 days of the deadline for providing written notice challenging the reduced fee, the MEA will initiate the procedure for a consolidated hearing of all objections before an impartial decision-maker. An arbitrator will be selected pursuant to the Rules for Impartial Determination of Union Fees of the American Arbitration Association (said rules being attached to this procedure)* and the conduct of the hearing shall proceed in accordance with those rules, except that the union may not waive oral hearings pursuant to Rule 19.

After the hearing, the arbitrator shall determine the proportion of the agency fee that is chargeable to non-members under applicable law. The arbitrator shall issue the decision and determination not later than 30 days from the closing of the hearing, but in no event later than May 1 of the fiscal year and shall submit copies of the decision to the MEA and to each objector. In no event may the arbitrator determine the agency fee that is chargeable to non-members to be an amount greater than the reduced agency fee.

After the arbitrator's decision, the MEA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with the arbitrator's decision. If the objector has not paid sufficient money into the escrow account, the objector shall be responsible for payment of the difference between the amount determined chargeable by the arbitrator and the amount actually paid into escrow.

The objectors and/or the NEA, MEA, or local association may challenge the arbitrator's decision, pursuant to law, but such challenge, if successful, shall not result in an agency fee greater than that determined by the arbitrator.

* A copy of rules has not been included in the Agreement. Copies of the rules are available from the ASSOCIATION and the Office of Faculty Personnel Services.

EXHIBIT B*

TO: Faculty Members

FR: Faculty Personnel Services

RE: Location of Personally-Identifiable Information

You have requested a review of your personnel file. This is to notify you that other offices on campus hold files that may contain personnel records or other personnel-related records of personally-identifiable information which is generally available to you. In addition, there may be offices on campus that have files that contain personally-identifiable information about you that is not a personnel file or a personnel-related record.

Listed below are some offices which may hold files that contain information that identifies you, and the types of information that they may hold. The list is not exhaustive though an attempt has been made to identify most offices and information pertaining to you.

1. ACADEMIC SENATE
   University committee assignments; grant applications

2. ADMISSIONS
   Applications; transcripts; recommendations; test scores

3. AFFIRMATIVE ACTION OFFICE
   Grievances; activity records; racial/ethnic identification records; handicap identification records; and search waiver request records

4. CHIP FACILITY
   Fitness, rehabilitation, and medical records

5. COLLEGE OF EXTENDED LEARNING
   Resumes; transcripts; applications; teaching approval forms; recommendations

6. COLLEGE OF GRADUATE STUDIES, OFFICE OF RESEARCH AND SPONSORED PROGRAMS
   Applications; transcripts; recommendations; immigration material

7. COUNSELING CENTER
   Medical records and evaluations

8. HOUSING
   Rental applications and agreements; complaint reports

9. HUMAN GROWTH AND DEVELOPMENT LAB
   Medical records

10. PARK LIBRARY
    Salary data; student evaluation surveys

11. PAYABLE ACCOUNTING
    Travel vouchers

12. PAYROLL

Payroll history reports; time and attendance records; salary records; retirement plan selection cards; retirement reports; insurance applications; W-2, W-4, and MI-W-5

13. PERSONNEL SERVICES - STAFF

Employment application/resume; academic transcripts; personnel transaction forms; salary letters; Personnel Action Form (PAF); sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; disciplinary records; I-9 and citizenship status records; pre-employment medical examination records; performance evaluations; unemployment and workers' compensation claim records; tuition benefit plan records; professional development and employee training records

14. PROVOST'S OFFICE/FACULTY PERSONNEL SERVICES

Employment application/resume; academic transcripts; salary letters; personnel transaction forms; Personnel Action Form (PAF); sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; I-9 and citizenship status records; retirement service award records

15. PSYCHOLOGY CLINIC

Medical records

16. PUBLIC RELATIONS

Curriculum vitae; background information; news releases; summary of area of expertise

17. REGISTRAR

Transcripts

18. SCHOOL/COLLEGE OR DEPARTMENT IN WHICH EMPLOYED

Employment application/resume; medical records and evaluations, ability to work correspondence; academic transcripts; personnel transaction forms; salary letters; Personnel Action Form (PAF); sick leave/disability certificates or letters; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; performance evaluations

19. UNIVERSITY HEALTH SERVICES

Medical records

* The provisions of this memorandum are not grievable under the terms of this Agreement.

FPS 10/93

LETTER OF AGREEMENT

Central Michigan University (CMU) and the Faculty Association (FA) agree to revise the language in Article 5, Paragraph 5.c. of the 1993-1996 Agreement by substituting the date of "March 15" for "March 1". The revised language will read as follows:

> "For service fee payers identified by March 15, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the seventeenth (17th) and continuing through the twentieth (20th) pay period of each academic year. When CMU implements semi-monthly pay periods, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the fifteenth (15th) and continuing through the eighteenth (18th) pay period of each academic year."

FOR CMU:

Jon E. Darrow, Dir/Faculty Personnel Services

Barbara Taylor, Asst Dir/ Faculty Personnel Services

Jonas E. Cook, Assoc Vice President/Bus & Fin

FOR FA:

John Robertson, President/FA

Glen Lewandos, Treasurer/FA

Diane Ruszczyk, Dir/MEA

Date: 17 October 1994

LETTER OF AGREEMENT

Central Michigan University (CMU) and the Central Michigan University Faculty Association (FA) agree to change the pay dates identified in Article 38, Paragraph 8.b. of the 1993-1996 Agreement as follows:

> Pay dates for the 1995-1996 academic year will be on the fifteenth and the last day of each month or the workday immediately preceding those dates when those dates fall on a weekend or holiday. The first pay date for bargaining unit members on a 10-month contract will be August 31, and the first pay date for bargaining unit members on a 12-month contract will be July 14.

FOR CMU:

Robert DeBruin, Assistant Vice President/Academic Adm

Jon Darrow, Director/Faculty Personnel Services

Jonas Cook, Associate Vice President/Business & Finance

FOR THE FA:

John Robertson, President/FA

Glenn Lewandos, Treasurer/FA

Diane Ruszczyk, Director/MEA

DATE: 12/14/94

LETTER OF AGREEMENT
SABBATICAL LEAVES

Central Michigan University (CMU) and Central Michigan University Faculty Association (CMUFA) enter into this LETTER OF AGREEMENT to incorporate the following into the sabbatical leave provisions of Article 27 of the 1993-1996 Agreement.

CMU and the CMUFA agree to the following:

1. Individuals and committees who evaluate leave requests shall give consideration to:

   a. The quality of the proposal, its probable value to the professional development of the individual, and the contribution to the University and students;

   b. potential value of the completed project to the University, the applicant's college, professional area, and students;

   c. evidence which exhibits sound preliminary planning of the project and ability to complete the project;

   d. past record of service to the University, research, teaching, and other scholarly and creative activity; and

   e. the years of service applicable toward the leave.

2. While on sabbatical leave, the individual is an employee of the University and continues to receive benefits. If the leave is at full salary for one-half the annual contractual period, those benefits available to all full-time faculty will continue unaffected. However, if the leave is for the annual contractual period at half salary, retirement contributions and any benefits under the long term disability program will be based on the actual salary paid.

3. In those instances where a sabbatical leave is granted for an entire contractual period at half pay, funds equivalent to the remaining one-half of the salary shall be made available to employ a part-time replacement. Unless human resources are allocated by the Provost or the dean of the respective college to replace those individuals on fully-paid leaves, departments normally will reduce the number of course offerings and/or absorb students into existing courses, thus in some fashion maintain their responsibility to serve students.

4. Paragraph 2.b.1) of Article 27 of the 1993-1996 Agreement is deleted and replaced with:

> Assisting the dean in reviewing the departmental recommendation for compliance with the sabbatical leave provisions of the current Agreement, departmental policies and procedures, if applicable, and administrative rules and procedures promulgated by the President consistent with the current Agreement.

FOR CMU:

Leonard E. Plachta
President

Richard Davenport
Interim Provost

Robert L. DeBruin
Assistant Vice President

Jon E. Darrow
Faculty Personnel Services

FOR CMUFA:

John F. Robertson
President

Elaine C. Daniels
FA Representative

Joyce E. Henricks
FA Representative

Diane Ruszczyk
Director/MEA

DATE: 12/1/94

Faculty Personnel Services

Warriner 365

Phone: (517) 774-3368 **Fax: (517) 774-4250**

TO: Faculty Bargaining Unit Members

FR: Barbara Taylor BT

RE: Policy on Research Integrity

DT: 28 August 1995

The enclosed Policy on Research Integrity and Letter of Agreement are for your information and retention. Please attach them to your **1993-1996 Agreement** between CMU and the CMUFA. Thank you.

Enc.

LETTER OF AGREEMENT

Central Michigan University (CMU) and the Central Michigan University Faculty Association (FA) have entered into this Letter of Agreement concerning research integrity at the University. The parties agree that to the extent the Policy on Research Integrity (Policy) applies to bargaining unit members, it becomes part of the 1993-1996 Agreement.

1. FA bargaining unit members are covered by and subject to the provisions in the Policy, as approved by CMU President, Leonard E. Plachta, on 6-26, 1995.

2. Any alleged violation of this Policy is grievable by bargaining unit members under the applicable CMU/FA Agreement.

3. Because of a potential conflict of interest, no bargaining unit member shall serve on an Investigative Committee involving an allegation against another bargaining unit member.

4. Nothing contained in this Letter of Agreement or the Policy is intended as a waiver of the parties' future bargaining rights with respect to those aspects of the Policy which are mandatory subjects of bargaining.

5. Where required by federal and state laws, rules and regulations, CMU will adhere to any additional requirements and responsibilities beyond those specified in the Policy.

FOR CMU:

Richard Davenport, Interim Provost

Carole Beere, Dean/Graduate Studies and Assistant Vice President for Research

Jon Darrow, Director/Faculty Personnel Services

Barbara Taylor, Asst Dir/Faculty Personnel Services

FOR THE FA:

John Robertson, President

Susan Conner, Representative

Elaine Daniels, Representative

Judy O'Dell, Representative

Diane Ruszczyk, Director/MEA

DATE: 6/26/95

OFFICE OF RESEARCH AND SPONSORED PROGRAMS
CENTRAL MICHIGAN UNIVERSITY

POLICY ON RESEARCH INTEGRITY

Integrity in research and creative endeavors is at the heart of many academic endeavors and a fundamental principle of the university community. Faculty, staff, students, and independent contractors all have a responsibility to assure that research and creative endeavors meet accepted standards of scholarly performance. The increasing complexity of the research and creative process, the requirements of federal and state agencies, and the accountability of university personnel to colleagues, students, the university, and the larger community necessitate that CMU specify an acceptable code of conduct, provide a mechanism for investigating alleged violations of accepted standards, delineate appropriate sanctions for faculty, staff, students, and independent contractors, and assure that corrections to the public record follow any discovery of misconduct.

Following is the policy for dealing with allegations of research misconduct at Central Michigan University.

I. GENERAL PROVISIONS

A. Applicability

1. This policy shall apply to all faculty, staff, students, and independent contractors involved in research or creative endeavors.

2. Nothing in this policy is intended to diminish or waive an individual's rights under any applicable collective bargaining agreement to which CMU is a party, or other university policies and procedures.

3. This policy shall apply to students involved in the following research and creative endeavors:

   (a) Those conducted jointly with a CMU faculty or staff member or with any person from another university,

   (b) Those externally funded under a grant or contract to CMU or one or more of its employees,

   (c) Those expected to be published, presented, or shared with the broader academic community outside the student's classroom,

   (d) Those done in conjunction with a thesis or dissertation, and

   (e) Those done in conjunction with a graduate Plan B paper, which also satisfy Paragraph 3.a, 3.b, or 3.c.

   Except as noted above, this policy does not apply to a student's class assignments, independent study projects, Plan B papers, or directed research work which is not expected to be submitted for

publication, presentation, or sharing with a community of scholars other than the members of the class.

In cases where it is unclear whether this policy or a different university policy should be followed for an allegation against a student, the Assistant Vice President for Research shall have the responsibility for determining which policy shall apply.

B. Research Misconduct

"Research misconduct" shall mean, for the purposes of this policy, fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scholarly community for proposing, conducting, or reporting research and creative endeavors. It does not include honest error or honest differences in interpretations or judgments of data. Research misconduct consists of, but is not limited to, commission of one of the following:

1. Falsification of data, including fabrication of data, selective reporting of data, and manipulation of experiments, statistical procedures or analytical procedures, with the intent to deceive.

2. Improper assignment of authorship, such as excluding other contributors or claiming the work of another person as one's own, presenting substantially the same materials as an original article in more than one publication, including individuals as authors who have not made a definite contribution to the work published, and submitting multi-authored publications without the concurrence of all authors.

3. Claiming another person's research as one's own, including plagiarism, appropriation of ideas as expressed in grant proposals or articles received for peer review, or in student papers, and violation of intellectual property laws.

4. Misappropriation of research funds, including expenditure of funds (a) for purposes not appropriately related to the research or (b) in ways explicitly prohibited by the internal or external funding source.

C. "CMU" shall mean, for purposes of this policy, the administration of Central Michigan University.

D. "Day" shall mean, for purposes of this policy, a calendar day.

E. Responsibilities

1. All members of the academic community are encouraged to report research misconduct if and when they believe substantive evidence exists. Persons who in good faith report alleged misconduct will be protected, to the maximum extent possible, against personal and institutional reprisals.

2. The mere suspicion or allegation of wrongdoing, even if totally unjustified, is potentially damaging to an individual's career. Consequently, no information about charges of alleged misconduct in research may be disclosed except to the appropriate CMU and federal or state authorities or as otherwise required by law.

3. When an allegation related to research misconduct has been directed at an individual, that individual must, in a timely fashion, be advised in writing of the nature of the allegation. The individual must be offered an opportunity to present information to CMU before a decision is made. The affected individual must be afforded confidential treatment to the extent possible and a prompt and thorough investigation consistent with any applicable collective bargaining agreement, or other university policies and procedures. An individual shall have the right to have a representative of the applicable collective bargaining unit, employee group or student group present when the individual meets with the representatives of CMU or any inquiry or investigative bodies in connection with the allegation made.

4. The Assistant Vice President for Research is responsible for coordinating and implementing this policy, disseminating this policy to all faculty and to others involved in research or creative endeavors, maintaining all documents and records relating to this policy, and obtaining and keeping current any and all assurances of compliance with federal and state regulations pertaining to misconduct.

II. PROCEDURES FOR HANDLING ALLEGATIONS OF MISCONDUCT

A. The Inquiry Stage

1. Inquiry is the stage of the review process where factual information is gathered and reviewed to determine if an investigation of the allegation is warranted. An inquiry is not a formal investigation; its purpose is to separate allegations deserving of further investigation from frivolous, unjustified or clearly mistaken allegations.

2. Before making a written allegation, a person is encouraged to discuss the matter with the Assistant Vice President for Research. The Assistant Vice President for Research will advise the person about responsibilities and rights under this policy, and the procedure that shall be followed once an allegation is formally presented.

3. An allegation against any faculty, staff, student, or independent contractor for misconduct in research or creative endeavors shall be submitted in writing to the Assistant Vice President for Research. An allegation may be submitted by any person, including the Assistant Vice President for Research. The identity of a person making an allegation shall remain confidential so long as such confidentiality does not compromise the inquiry or due process

or contractual rights of the individual against whom an allegation has been filed.

4. The Assistant Vice President for Research shall notify the individual against whom an allegation is made and the appropriate supervisor. In the Academic Affairs Division, the dean of the college should be notified concerning an inquiry, and the dean may inform the appropriate chairperson.

5. The Assistant Vice President for Research, in consultation with the supervisor, or their designees, is responsible for conducting an inquiry regarding the allegation. The purpose of this inquiry is to determine whether an investigation is warranted. The Assistant Vice President for Research will be responsible for preparing a written report at the conclusion of the inquiry. The report must include a description of the evidence reviewed, a list and summary of interviews, and a recommendation as to whether an investigation is warranted. The individual against whom the allegation was made shall be given a copy of the report, and he/she may respond in writing about any part of the inquiry. This response shall become part of the inquiry report.

6. The inquiry stage must be completed within 60 days of receipt of the written allegation unless circumstances clearly warrant a longer period. If the inquiry takes longer than 60 days to complete, the written inquiry report shall include documentation of the reasons for extending the 60 day period.

7. Upon completion of the inquiry, the Assistant Vice President for Research shall forward the report (as specified in Paragraph II.A.5.) to the Provost. If the Provost concludes that no misconduct has occurred, the issue will be dropped. If the Provost suspects that research misconduct has occurred, he/she shall initiate an investigation.

8. The Assistant Vice President for Research shall maintain sufficiently detailed documentation of inquiries. The documentation shall be used only where required by law, to assist in the defense of the University and/or its employees in legal actions, and to assist in responding to duplicative claims of research misconduct. Such records shall be maintained in a place and manner calculated to provide maximum confidentiality.

B. The Investigative Stage

1. Where an investigation is warranted, the Provost shall commence an investigation within 30 days of the receipt of the inquiry report.

2. Where required by regulations or law, the Provost will inform appropriate state and federal agencies that an investigation is to be conducted. The Provost will take any interim steps that he/she deems necessary to protect university, state, or federal funds and property.

3. The Provost shall appoint an Investigative Committee. The Investigative Committee should contain members who have the appropriate expertise to carry out a thorough search for and an authoritative evaluation of the relevant evidence. The committee may include members or consultants from outside the university community having appropriate substantive expertise if such expertise is not present within the university community or if a conflict of interest could arise from appointing a member of the university community to evaluate the evidence.

4. The Provost will appoint the chair of the Investigative Committee. The Assistant Vice President for Research or her/his designee shall serve as secretary and be responsible for maintaining committee minutes and detailed records of all documentary evidence.

5. The investigation normally will include examination of all documentation including, but not necessarily limited to, relevant research data and proposals, publications, correspondence, and memoranda of telephone calls. Whenever possible, interviews shall be conducted with all individuals either involved in making the allegation or against whom the allegation is made. In addition, every effort should be made to interview others who might have information regarding relevant aspects of the allegation. The individual against whom the allegation was made shall have the right to have a representative of the applicable collective bargaining unit, employee group or student group present in interviews in which he/she may be asked or required to be involved.

6. Before the Investigative Committee makes its final recommendation, the individual against whom the allegation was made shall be given a copy of the Committee's report, and he/she may respond in writing to any part of the investigation and report. This response shall be a part of the investigative report.

7. The investigation should be conducted and completed within 90 days of its initiation. If the report cannot be completed within 90 days, the Provost may request an interim report and an explanation for the delay. The Provost shall notify the individual against whom the allegation has been made of the delay and of the probable date of completion.

8. When completed, the Investigative Committee shall prepare for the Provost a written report containing its findings, with evidence attached, and its recommendations as to whether the allegation is supported by the evidence. The comments of the individual against whom an allegation was made shall be part of the investigative report forwarded to the Provost.

C. Complying with Federal and State Regulations

1. During the inquiry and investigative stages, CMU will comply with all applicable federal and state regulations governing allegations of research misconduct.

For example, all Public Health Service grants require that the Office of Research Integrity (ORI) be notified of the following: the decision to begin an investigation, including the name of the person against whom the allegation is made, the general nature of the allegation, and the PHS application or grant number; termination of an inquiry or investigation before completion; any developments during the investigation which may affect funding for the individual under investigation or that PHS needs to know to ensure appropriate use of federal funds and protect the public interest; if any stage of the inquiry or investigation reveals that any of the following conditions exist: (a) there is an immediate health hazard involved; (b) there is an immediate need to protect federal funds or equipment; (c) there is an immediate need to protect the interests of the person making the allegation or of the individual who is the subject of the allegation as well as her/his co-investigators and associates, if any; (d) it is probable that the alleged incident is going to be reported publicly; or (e) there is a reasonable indication of possible criminal violation. Public Health Service grants also require that all documentation substantiating findings of an investigation must be made available to ORI, and that ORI must approve any extension of the period for completing an investigation beyond 120 days, and that a final report shall be submitted to ORI. Federal regulations also require that, for federally sponsored projects, the institution must take appropriate interim action to protect federal funds. This might include suspending an investigator from a research project while an investigation is being carried out.

III. RESOLUTION

A. Absence of Misconduct

1. If the result of the investigation reveals that the allegation of misconduct is not substantially supported by the evidence, the Provost shall notify in writing the individual against whom the allegation was made. In making any further announcement, the Provost should consult with the individual who was the subject of the allegation to determine whether the announcement should be public or selective and what organizations should receive information about the findings. The Provost should be guided by whether a public announcement will be helpful or cause further harm in restoring the reputation of an individual against whom an unfounded allegation was made.

2. Irrespective of the results of any inquiry or investigation, if an allegation was made in good faith, the Provost will ensure that no disciplinary action is taken against the person making the allegation and will make diligent efforts to prevent retaliatory action.

3. If, during the course of any inquiry or investigation, it is determined that an allegation of misconduct was not made in good faith, the Provost shall initiate appropriate action against the person making such an allegation.

4. If the allegation of research misconduct against an individual is not supported during the inquiry or investigative stage, records of the inquiry or investigation will be maintained by the Assistant Vice President for Research. The documentation shall be used only where required by law or to assist in the defense of the University and/or its employees in responding to duplicative claims of research misconduct. No records of the inquiry or investigation will be maintained in official CMU personnel files pertaining to that individual.

B. Presence of Misconduct

1. Upon completion of the investigation, and prior to CMU issuing its written decision regarding what disciplinary action to take, the following procedures shall be followed:

   (a) The Provost will offer the individual against whom an allegation has been made an opportunity to meet with her/him. If the individual against whom an allegation has been made requests such a meeting, at the meeting the Provost will share with the individual notice of the action he/she intends to take and an explanation of the evidence in support of the proposed action. The individual against whom an allegation has been made shall be given an opportunity to present her/his view of the matter along with any evidence he/she considers relevant to the proposed action.

   (b) At the conclusion of any meeting conducted pursuant to Paragraph 2.(a), the Provost shall offer the individual against whom an allegation has been made two (2) weeks to file a written response to the proposed action. An election by the individual not to respond shall not be interpreted as an admission of, or agreement with, any of the information provided by the Provost.

2. The Provost shall provide to the individual against whom an allegation has been made a written decision regarding what disciplinary action, if any, is to be taken, together with her/his rationale for the decision.

3. Disciplinary actions will be based on just cause and may include, but are not limited to:

   (a) Removal from the research project;
   (b) Written reprimand;
   (c) Financial restitution of grant funds;
   (d) Denial of access to university research funds;
   (e) Notification to journal editors, book publishers;
   (f) Notification to professional organizations;
   (g) Suspension from the university; and/or
   (h) Separation from the university.

4. The Provost shall make a decision and take action within 30 days from the receipt of the Investigative Committee's report.

5. When there is a finding of research misconduct, the Provost will promptly notify the university supervisor, federal and state agencies where required by law, the person who made the allegation, and organizations informed of the investigation.

6. In any disciplinary action, the grievance and hearing provisions of any applicable collective bargaining agreements, Academic Senate grievance procedures, and other university policies or procedures will be strictly adhered to. A challenge (i.e., an appeal or a grievance) to the disciplinary action may be made under one university procedure only.

7. The Assistant Vice President for Research will maintain the records of the investigation where there is a finding of research misconduct.

Approved by: Leonard E. Plachta Date: 6-26-95

Leonard E. Plachta
President

NOTE: This document is based upon several sources from which language is taken in whole or in part to fit the situation at Central Michigan University:

Department of Health and Human Services, Responsibilities of Awardee and Applicant Institutions for Dealing with Reporting Possible Misconduct in Science, Federal Register, Vol. 54, No. 151, August 8, 1989, pp. 32446-32451.

Guidelines for the Conduct of Research at the National Institutes of Health, 1991.

1993-1996 Agreement between CMU and the Central Michigan University Faculty Association.

National Science Foundation regulations on misconduct in science and engineering research (45 CFR Part 689).

Policy on Integrity in Research, Executive Memorandum No. C-22, Purdue University, September, 1991.

Policy on Misconduct in Research, Bowling Green State University, November, 1990.

Research Integrity at Northern Illinois University, Spring, 1991.

University Policy Regarding Misconduct in Research and Scholarship, Kent State University, June, 1989.

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