

We agree that the Report which follows is acceptable and constitutes the conditions under which the career language specialists will become members of the WMU-AAUP bargaining unit on September 1, 2000.

Approved by:

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Language Specialist Representative

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WMU-AAUP Representative

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Language Specialist Representative

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Western Michigan University Representative

**Final Report of the Committee to  
Facilitate the Transition of the Language Specialists into the WMU-AAUP Bargaining Unit**

This Committee included two representatives of the administration, Chester Rogers and Laura Latulippe, one representative of the AAUP, Bob Ricci, and two representatives of the Association of Language Specialists, Cheryl Delk and Bob Dlouhy.

The table below specifies the ways in which the *Agreement between Western Michigan University and the WMU Chapter of the American Association of University Professors, September 6, 1999 through September 6, 2002* will apply to the career language specialists as they are brought under that Agreement on September 1, 2000. The table indicates which articles of the Agreement apply in full to the career language specialists and which do not. The one exception is Article 25, Layoff and Recall, which is based upon Article 19, Layoff, Recall and Termination, of the *Agreement between Western Michigan University and the Association of Language Specialists, September 1, 1997 - August 31, 2000*. For those articles that do not apply in full, modifications are indicated.

The following articles and appendices of the Agreement will apply in full to the language specialists: articles 1, 3-13, 15, 16, 19, 21-24, 28-30, 33, 36-40, 43-48 and appendices A-E

**AAUP Contract Articles**

<b>Art #</b>	<b>Article Title</b>	<b>Qualifications or Changes to the Language of the Article</b>
1	Recognition of Chapter	Applies in full
2	Definitions	The academic year for career language specialists is considered to be Fall and Winter semesters and either a Spring or Summer session.
3	Management Rights	Applies in full
4	Chapter Rights	Applies in full
5	Past Practices	Applies in full
6	Right to Data	Applies in full
7	Access to Facilities & Services	Applies in full
8	Board of Trustees Observer	Applies in full
9	Agency Shop	Applies in full
10	Anti-Discrimination, Affirmative Action and Sexual Harassment	Applies in full
11	Faculty Records	Applies in full
12	Grievance Procedure	Applies in full
13	Academic Freedom and Responsibility	Applies in full
14	Appointment and	Academic career specialists are appointed by the Board of Trustees

	Reappointment of Faculty	of Western Michigan University. Appointments of academic career specialists may be of the following types: one-year renewable term, grant/contract, probationary continuous, continuous.
15	Nepotism	Applies in full
16	Evaluation of Faculty	Applies in full
17	Tenure Policy and Procedures	Academic career specialists may receive a continuous appointment after six years. See the FINAL REPORT JOINT STUDY COMMITTEE ON ACADEMIC CAREER SPECIALISTS for the description of the process by which academic career specialists may attain continuous status. Current academic career specialists who have completed the probationary status will be considered to have continuous appointments.
18	Promotion Policy and Procedures	Academic career specialists may be promoted to the ranks of assistant academic career specialist, associate academic career specialist, and senior academic career specialist. See the FINAL REPORT JOINT STUDY COMMITTEE ON ACADEMIC CAREER SPECIALISTS for the description of the process by which academic career specialists may attain promotion. Current language specialists will be given rank as assistant academic career specialists, and those who have completed five years or more of service by July 1, 2000 will be eligible for promotion consideration to associate academic career specialist during the upcoming academic year. Since there will be no associate or senior academic career specialists to serve on the initial promotion committee, the language specialists need to develop a policy statement providing alternative arrangements for the creation of a promotion committee.
19	Faculty Evaluation of Administration	Applies in full
20	Academic Career Specialists	Academic year salaries for language specialists will be determined by multiplying their 1999-2000 rates per course hour by 37.5.
21	Professional Conduct	Applies in full
22	Progressive Review and Discipline for Cause	Applies in full
23	Faculty Participation in Departmental Governance	Applies in full
24	Faculty Senate	Applies in full
25	Layoff and Recall	<p>This article is based upon is based upon Article 19, Layoff, Recall, and Termination, of the <i>Agreement between Western Michigan University and the Association of Language Specialists, September 1, 1997 - August 31, 2000.</i></p> <p>The number of CELCIS classes offered in any semester or session shall be determined by the University. CELCIS classes shall be assigned to language specialists based on bargaining-unit seniority going back to the last CELCIS contract before the language specialists became part of the AAUP bargaining unit. Language specialists shall be laid off in any fall or winter semester or in their regular session in which they are not assigned to teach at least 10 hours.</p> <p>Layoff notification shall be issued to the language specialist no later than the end of the second week of any semester or the spring session in which the layoff is anticipated for the following semester. During the semester/session prior to layoff the language specialist shall be afforded a full appointment equivalent to 15 semester hours or 7.5</p>

		<p>session hours. These assignments shall be made in accordance with seniority.</p> <p>Prior to the effective date of layoff and for a period of two (2) years following the effective date of layoff for language specialists who held continuous status at the time of layoff, Western shall give special consideration for placement within the bargaining unit at the University to a language specialist who has been laid off, provided that a suitable vacant position is available for which the language specialist is qualified.</p> <p>Language specialists on layoff shall be recalled by bargaining-unit seniority, provided the assignment method specified in this contract results in the language specialist being offered the equivalent of three (3) classes (at least two classes and another appropriate assignment) in a semester or session after layoff.</p> <p>Layoffs shall be considered temporary until the language specialist has been laid off for a consecutive period of two (2) years, at which point the language specialist's bargaining-unit and University seniority terminates.</p> <p>If the University decides to close CELCIS, bargaining-unit language specialists shall receive written notice of permanent layoff at least one semester or one (combined) spring/summer period prior to the effective date of the closure, or pay in lieu of such notice of permanent layoff, equal to their regular pay for the notice period of one semester or one spring/summer period.</p> <p>Layoff decisions will not be referred to the Board of Trustees.</p>
26	Sabbatical Leave Policy	Language specialists are not eligible for sabbatical.
27	Leaves of Absence	<p>Language specialists have appointments that are not fiscal year.</p> <p>Language specialists do not have preference in replacing people who are on leave.</p> <p>When language specialists agree to teach classes for colleagues on sick, funeral, and necessity leave, they shall be paid \$40 for each fifty minute class period.</p>
28	Accommodation for Disability	Applies in full
29	Additional Employment	Applies in full
30	Televised or Electronically-Purveyed Instruction	Applies in full
31	Compensation Guidelines	Academic year is defined as Fall, Winter, and either Spring or Summer. Language specialists will receive preference for courses that are available in the Spring or Summer session in which they are not scheduled to teach as part of their academic year load. When they do so they will be paid 18 % for a full load (7 1/2 hours) and a proportional amount for less than a full load.
32	Economic Compensation	No salary compression adjustment will be made. Salary minima do not apply.
33	Health Care Benefits and Insurance	Applies in full

34	Faculty Research and Creative Activities Support Fund	Applies in full.
35	Retirement	Academic career specialists who meet the eligibility requirements for retirement will be provided a lump-sum retirement incentive of \$32,000 if they retire by the end of the 2000-2001 academic year or a \$26,000 lump-sum incentive if they retire at the end of the 2001-2002 academic year.
36	Other Fringe Benefits	Applies in full
37	Long-range Planning	Applies in full
38	University Calendar	Applies in full.
39	Annual Survey of Faculty	Applies in full
40	Faculty Development Policy	Applies in full
41	Preference	Language specialists have preference to a fourth course in semesters or sessions in which they are scheduled to teach. The pay for the fourth course will be at continuing education rates. The director of CELCIS will determine which language specialist(s) will teach a fourth course in any given semester or session. This will be done in a reasonable way that is fair to all language specialists.
42	Work of the Unit: Workload, Class Sizes, and Scheduling of Classes	<p>The normal workload for a language specialist is 15 hours per semester and 7 1/2 hours per session.</p> <p>Language specialists are responsible for assigned work the first week of the semester and during exam week. They are also responsible for participating in various student activities during the semester or session.</p> <p>Engaging in scholarly activities, including research, writing, publication and creative artistic activities is not normally considered to be part of the workload of the language specialist.</p> <p>The academic year for career language specialists is considered to be Fall and Winter semesters and either a Spring or Summer session so language specialists must teach either Spring or Summer as part of normal academic year load.</p>
43	Discoveries, Patents and Copyrights	Applies in full
44	No Strike, No Lockout	Applies in full
45	Waiver Clause	Applies in full
46	Savings Provisions	Applies in full
47	Employee Assistance Program	Applies in full
48	Permanent Interdepartmental Transfer Process	Applies in full
49	Duration	<i>The Agreement between Western Michigan University and the WMU Chapter of the American Association of University Professors, September 6, 1999 through September 6, 2002 shall be applied to the career language specialists on September 1, 2000 and continue through September 6, 2002.</i>
A	University Policy	Applies in full
B	Bullard Plawecki Employee Right to Know Act (Excerpt)	Applies in full
C	Location of Personally-Identifiable Information	Applies in full
D	Western Michigan University	Applies in full

	Calendar	
E	External Review Process-- Promotion and Tenure	Applies in full