A G R E E M E N T

THIS AGREEMENT entered into this 10th day of September, 1999, by and between **Western Michigan University** (hereinafter referred to as "Western"), and the **Western Michigan University Chapter of the American Association of University Professors** (hereinafter referred to as the "Chapter"),

W I T N E S S E T H:

THE GENERAL PURPOSES of this Agreement are to set forth the wages, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of Western, its employees, and the Chapter. Recognizing that a high degree of educational excellence is required to maintain a qualitatively healthy and viable institution of higher learning, Western and the Chapter, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

PREAMBLE

Western Michigan University was founded in 1903 as Western State Normal School and was designated as the state's fourth public university in 1957 and granted constitutional autonomy with its own Board of Trustees in 1963. Subsequently, the University was recognized by the state legislature as a graduate-intensive university and by the Carnegie Foundation as a Doctoral I institution. The American Association of University Professors (AAUP) was founded in 1915 as a professional society dedicated to formulate the principles of academic freedom, tenure, and professional responsibility. The Western Michigan University Chapter of the AAUP was established in 1975 to represent the Board-appointed teaching and research faculty at Western Michigan University. The present Agreement, developed through a formal process of negotiation between the Chapter and the University, is the tenth such document to be ratified since the recognition of the Chapter.

The Agreement includes and defines the processes of tenure, promotion, and faculty governance at Western Michigan University, as well as financial and personnel matters, and, on that basis, describes the relationship between the Chapter and the Administration of the University. The cooperative efforts by both parties have strengthened the academic freedom and democratic participation of the faculty on the one hand, and have clarified and made participatory the University Administration decision processes on the other.

Both parties have benefited from the formal agreements herein described and believe that they serve to enhance the academic experience of the students attending the University.

_____	_____
President WMU Chapter of the American Association of University Professors	President Western Michigan University

Additional copies of the Agreement or information
about the function of the Agreement may be obtained
by writing or calling:

The WMU Chapter of the
American Association of University Professors
814 Oakland Drive
Kalamazoo, Michigan 49008
616/345-0151

~or~

The Office of Academic Collective Bargaining and Contract Administration
Western Michigan University
Kalamazoo, Michigan 49008
616/387-4307

This agreement may be accessed at
Western Michigan University's Waldo Library
and at the AAUP Chapter Website:
www.wmich.edu/AAUP

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ARTICLE 1
RECOGNITION OF CHAPTER

1.§1 BARGAINING-UNIT REPRESENTATIVE. Western recognizes the Chapter as the sole and exclusive collective bargaining representative for all post-doctoral fellows and Board-appointed ranked faculty of Western Michigan University, including ranked faculty in the University Libraries, Media Services, the University Counseling and Testing Center, and Academic Career Specialists (Professional Specialists, Clinical Supervisors, and Career Language Specialists), except for those specifically excluded from the Unit. Typically, these appointments may range from 50% (proportional appointment) to 100% (full appointment) to 125% (fiscal year) of a full-time appointment, although some appointments may be approved at less than 50% of a full-time appointment.

1.§2 EXCLUSIONS. Specifically excluded from the Unit are the ombudsman, department chairpersons, designated directors, persons with faculty rank in Board-appointed administrative positions at or above the level of assistant to the dean, persons on adjunct and visiting appointments, United States Department of Defense personnel teaching in the Department of Military Science, non-Board-appointed part-time instructors, and other positions excluded from the Unit by the list below.

1.§2.1 *Integrity of Unit.* No bargaining-unit member shall be reclassified to a position not under the jurisdiction of this Agreement without a demonstrable alteration of job responsibilities. The Chapter will be advised in writing of such reclassification before final action is taken thereon.

1.§2.2 *Position Exclusions.* The following positions are excluded from the Unit:

Academic Unit Directors

- Archives
- Office of Information Technology
- University Counseling and Testing Center
- Media Services
- School of Social Work
- School of Music
- School of Public Affairs and Administration
- School of Community Health Services
- Black Americana Studies
- Career English Language Center for International Students (CELCIS)
- The WMU Bronson School of Nursing

Academic Program Directors

- Medieval Institute
- Business Research and Service Institute

Continuing Education Programs

Regional Center Directors, including, but not limited to: Benton Harbor, Grand Rapids, Muskegon, South Central, South West, Traverse City, and Lansing
Director, Office of Adult Learning Services
Director, Office of Kalamazoo Off-Campus Programs
Director, Self-Instructional Programs

Support Staff, Undergraduate College
Engineering and Applied Sciences
Coordinator of Flight Instruction
Education
University Certification Officer

Other University Positions
Director and Associate Director--Office of Academic Planning and Institutional Data
Head Nurse--Sindecuse Health Center
Director--Mike Gary Fund
Coordinator of Academic Advising
Director of University Curriculum
Directors of College Academic Advising

Director of University Assessment
Director and Associate Director--Evaluation Center
Director and Associate Director--Intercollegiate Athletics
Director of the Sunway Project
Director of Freshman Composition

ARTICLE 2
DEFINITIONS

(a) “Academic Career Specialists” means persons appointed as professional specialists/clinical supervisors or as career language specialists.

(b)"Academic year" means the Fall and Winter semesters, each of which is defined in "q" below.

(c) "Adjunct faculty" means persons appointed by the Board of Trustees to any of the professorial ranks for which they have the professional qualifications or the equivalent. Adjunct appointments are made for a specified term. Normally, the adjunct faculty's primary professional affiliation, if any, is outside the University, and compensation for services at the University is not a provision of the appointment.

(d) "Administration" (or "Definition: Administrative Agent") means those persons charged by the Board of Trustees with the responsibility for executing the general administrative functions delegated by said Board.

(e) "Affiliate faculty" means persons who are administrative, professional, or technical employees of the University, who are additionally appointed for one-year terms only, renewable at the sole discretion of the University, to perform specific assignments related to the instructional programs. Affiliate appointments are non-Board-appointed, non-bargaining-unit, fixed-term, uncompensated appointments, and persons holding affiliate appointments earn no credit toward tenure. Affiliate appointments are recommended by the appropriate academic departments/schools and approved by the dean and provost (and graduate dean for graduate-faculty status) and are ranked as affiliate instructor, affiliate assistant professor, affiliate associate professor, or affiliate professor, depending upon the qualifications of the appointees.

(f) "Alternate academic year" means the Spring and Summer sessions plus a Fall or Winter semester, or any other mutually agreed upon arrangement equivalent to an academic year.

(g) "Board" (of "Trustees") means the Board of Trustees of Western Michigan University.

(h) "Chapter" means Western Michigan University Chapter, American Association of University Professors.

(i) "Contract/grant, professors, associate professors, assistant professors, and post-doctoral fellows" are ranked faculty, including bargaining unit faculty, so designated by Western to conduct research and other programs sponsored by external agencies and, in so doing, perform work different from, and additional to, the usual faculty duties and responsibilities. Contract/Grant faculty may be compensated for the specified portion of their assigned time on the project at "market value," in accordance with the policy for the establishment of contact/grant professorships approved by the President of the University on September 13, 1988 (see Appendix A, University Policy), as long as the support for their compensation is derived entirely from externally-funded grants or contracts.

(j) "Department" means, but is not limited to, any of the organizational components of a unit constituency (e.g., Department of Chemistry or School of Public Affairs).

(k) "Emergency periods" means those periods when it becomes necessary for the President or his/her designee to suspend University operations due to weather conditions, physical damage, or other emergency conditions that prevent normal operations. Bargaining unit faculty members prevented from working by short-term close-down of the entire University or their personal work area will receive their normal pay and be considered as being excused from their professional duties for the emergency period.

(l) "Faculty" means all persons appointed to University positions classified as ranked faculty, adjunct faculty, visiting professors, and part-time instructors.

(m) "Graduate assistants" means graduate students pursuing a program leading to a graduate degree at the University and receiving payment for services to the University. "Graduate assistants" fall into two broad categories of assignment: (a) those involved in teaching classes that produce credit hours independent of any other faculty member, and (b) those involved in assisting with classes, research, and/or administrative responsibilities.

(n) "Non-unit faculty" means those persons who are faculty members not included in the bargaining unit as defined in Article 1, Recognition of Chapter (or as stipulated elsewhere).

(o) "Part-time faculty" means persons appointed on a semester-by-semester or session-by-session basis, without Board approval, to teach (or to assist with the teaching of) specific classes, or to assume other appropriate instructional responsibilities.

(p) "Ranked faculty" means all persons employed by Western Michigan University who hold Board appointments in any of the following categories: Professor, Associate Professor, Assistant Professor, or Instructor.

(q) "Semester" means a period of instruction normally encompassing 75 working days, exclusive of Saturdays, Sundays, and University-recognized holidays. A semester shall not exceed 76½ working days nor be fewer than 71 working days.

(r) "Session" means a period of instruction normally encompassing 37 working days, exclusive of Saturdays, Sundays, and University-recognized holidays. A session shall not exceed 38 working days.

(s) "Tenure-track appointment" means a ranked faculty appointment by the Board of Trustees, that is probationary in nature, and that makes the holder eligible for consideration for tenure in accordance with the terms and provisions of this Agreement.

(t) "Term appointments" means employment for a specific period, with a separation date certain specified at the time of appointment. These appointments are for one-year periods and are renewable annually for up to five (5) consecutive years, with such decisions as to separation date made by the Office of the Provost at the time of appointment. All term faculty appointments are made by the Board of Trustees.

(u) "Unit constituency" means, but is not limited to, any of the University's colleges (e.g., Fine Arts) or college divisions (e.g., Arts and Sciences - Humanities), and the University Counseling and Testing Center.

(v) "Unit faculty" means those persons who are faculty members included in the bargaining unit as defined in Article 1, Recognition of Chapter.

(w) "University" means Western Michigan University, a constitutionally-established institution of higher education, located in Kalamazoo, Michigan.

(x) "University-recognized holidays" means all holidays so designated by Western. Bargaining unit faculty shall not be required to work during such University-recognized holidays. The University observes eleven (11) holidays for all bargaining unit faculty (see Article 38, University Calendar). Included are: two (2) days each at Thanksgiving, Christmas, and New Year's, and single days for Dr. Martin Luther King, Jr. Day, Spirit Day, Memorial Day, Independence Day, and Labor Day. In addition, for fiscal-year appointments only, the University recognizes either their birthday or another day to be mutually agreed upon by the faculty member and his/her supervisor as a paid holiday.

(y) "Visiting professors" means persons appointed by the Board of Trustees for a specified term at the University while on leave from another institution or organization.

(z) "Western" means the Board of Trustees of Western Michigan University and the administrative agents of said Board.

ARTICLE 3
MANAGEMENT RIGHTS

3.§1 Western has the responsibility, and, subject only to the limitations imposed by the express and specific terms of this Agreement, the right to manage, direct, and control the University and its programs.

3.§2 Western's existing rights, privileges, and responsibilities to manage its academic and non-academic programs not specifically delineated by this Agreement shall continue in full force and effect. In the event that the specific terms of the Agreement conflict with such rights, privileges, and responsibilities, the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict, provided, however, that this Agreement shall in all cases be interpreted so as not to deprive Western of its legal authority to control all final decisions regarding its academic and non-academic programs.

ARTICLE 4
CHAPTER RIGHTS

4.§1 The Chapter retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by the specific and express terms of this Agreement. Western agrees not to enter into any agreement or understanding with the bargaining unit faculty, individually or collectively, that in any way conflicts with the terms and provisions of this Agreement.

> 4.§1.1 The Chapter shall nominate faculty representatives to the Affirmative Action Advisory Committee and the Athletic Board. As vacancies occur in the committees named above, Western shall seek nominations from the Chapter.

4.§1.2 Western shall notify the Chapter of all additional University-wide committees formed during the life of this Agreement and shall seek timely nominations from the Chapter for any vacancy or vacancies that are created or occur.

ARTICLE 5
PAST PRACTICES

5.§1 As used in this Agreement, the term "past practices" refers to those practices and policies, not inconsistent with the provisions of this Agreement, which were approved by the Board of Trustees of the University as of January 6, 1975, and included in the bound volumes of the Board of Trustees' minutes and the detailed reports on file in the Board secretary's office that are referred to in those volumes. The only exception to this definition of "past practices" is that policy entitled "The Selection of University Administrative Officers."

5.§2 The parties agree to continue all past practices as defined above concerning faculty rights, privileges, and terms and conditions of employment except as expressly modified by this Agreement or by mutual written consent; where the terms of this Agreement and past practices are in conflict, the terms of this Agreement shall govern.

5.§3 The issue of whether or not in a given case a past practice of the University has been followed shall be subject to the grievance procedure, including arbitration.

5.§4 Neither the enumeration in this Agreement of certain rights and privileges of bargaining unit members nor the stated constraints thereon shall be construed to deny or diminish the rights, privileges, and responsibilities of faculty members to participate in the recommendation of educational policy in the University.

ARTICLE 6
RIGHT TO DATA

6.§1 After written request by the Chapter, Western shall make available any information not exempted by law that is necessary for the Chapter to meet its collective bargaining responsibilities or to administer this Agreement. Normally, such information shall be made available within ten (10) days of the Chapter's request; if such information is not readily available within said ten (10) days, Western shall so notify the Chapter, in writing, and shall make the requested information available as soon as reasonably possible. Western shall not be required to compile information in any form different from that available when the request is made.

6.§2 Western shall provide the Chapter with a copy of the minutes of the official meetings of the Board of Trustees. A designee of the Chapter shall have an opportunity at reasonable times to view Board of Trustees' documents in support of the Board's minutes on file in the secretary's office. Western shall provide the Chapter with a copy of the Annual Budget Request as approved

by the Board of Trustees for submission to the State of Michigan and a copy of the Annual Audited Financial Report.

6.§3 Western, in lieu of computer tapes, shall provide the Chapter with a copy of the "Monthly Financial Statement," subject to the following two (2) restrictions:

> 6.§3.1 the "statements" will be made available to the Chapter at the same time the reports are issued to the various cost centers; and
>
> 6.§3.2 in order to obviate any misunderstandings or misinterpretation of the records to be reviewed, the Administration expects the Executive Committee to discuss its findings with the appropriate University official, and the Executive Committee expects the Administration to answer questions it may have about its findings, prior to the release of a report of any finding.

6.§4 Settlement of this request for information in no way prohibits the Chapter from asking to see additional information at some future date. The Chapter does not waive its right to ask to see additional information, and the University does not recognize the Chapter's right to see any additional information.

6.§5 Western shall, no later than the 25th day of each month during the life of this Agreement and any extension thereof, notify the Chapter of all new unit faculty members, all withdrawals from the unit, and all changes of status of unit personnel.

6.§6 Western shall provide to the Chapter, at the time of transmission to the Board of Trustees for action, a copy of each recommendation for any program change which affects the work of bargaining unit members.

ARTICLE 7
ACCESS TO FACILITIES AND SERVICES

7.§1 Western will provide the Chapter with the use of facilities, services, and equipment, if available, upon proper written request, at the same rate as that charged to other campus organizations. The Chapter shall have the right to purchase office supplies through the University purchasing system, provided the Chapter maintains a sufficient balance in its cost center to cover such purchases.

7.§2 Western will provide the Chapter with telephone service on the University telecommunication system at the same rate as is available to other users and will list the Chapter, with the names of up to ten officers and permanent staff members, in the University telephone directory.

7.§3 Western will provide, without charge, five (5) parking stickers for the use of the Chapter's permanent staff and attorney. The Chapter shall not allow any other persons or any students to use the parking stickers.

7.§4 Western will provide, for up to two administrative/professional employees of the Chapter, WMU employee identification cards which will provide them the same miscellaneous fringe items available to members of the Chapter, Article 36, Other Fringe Benefits, including discounts for admission tickets to athletic and cultural events, a ten (10%) percent discount at the WMU Bookstore, use of the recreational facilities as specified for AAUP faculty, and parking as specified for AAUP members, but not in addition to the five (5) parking stickers already agreed to in this Agreement. Finally, Western will provide the WMU health-insurance plan for these same two staff positions, for which the Chapter will be billed on a quarterly basis.

7.§5 Western will provide a copy of this Agreement to each bargaining unit faculty member during the life of the Agreement, as well as fifty (50) copies to the Chapter. The Chapter agrees to reimburse the University for twenty-five percent (25%) of the cost of printing the Agreement.

ARTICLE 8
BOARD OF TRUSTEES OBSERVER

8.§1 The Chapter shall be entitled to have an observer present at all official meetings of the University Board of Trustees. Said observer shall be appointed by the Executive Committee of the Chapter. The observer shall be furnished copies of the agendas at such meetings.

ARTICLE 9
AGENCY SHOP

9.§1 MAINTENANCE OF UNIT. All bargaining unit faculty shall, within thirty-one (31) calendar days after the commencement of each contract year or within thirty-one (31) calendar days after the effective date of appointment, whichever shall occur later, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees, or make arrangements for payment of dues or service fees to the Chapter, or make written application to the Chapter for conscientious objector status. The Chapter shall provide a written decision on conscientious objector status to the applicant no later than twenty (20) calendar days after the date of receipt of the application, with a copy of the decision to Western.

> 9.§1.1 Any person granted conscientious objector status by the Chapter shall, within ten calendar (10) days after receipt of written notification from the Chapter of the granting of such status, pay to the Chapter an amount of money equal to the annual service fees assessed on non-members. Such conscientious objectors shall determine whether said payment to the Chapter shall be forwarded intact to the Western Michigan University Scholarship Fund or to the Academic Freedom Fund of the National AAUP.

9.§1.2 Any person not granted conscientious objector status shall, within ten (10) calendar days after receipt of written notification from the Chapter, tender annual payment to the Chapter of either the dues assessed on members or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees.

9.§2 PAYMENT OF DUES OR FEES. The Administration shall deduct from the salaries of members of the bargaining unit, in installments for each pay period, service fees or dues levied by the Chapter, provided the bargaining unit member has voluntarily executed a standard form, prepared by the Administration and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.

9.§2.1 A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the Payroll Office and to the Chapter written notice of cancellation no earlier than thirty (30) calendar days prior to the anniversary date of the authorization, or the anniversary date of this Agreement, whichever occurs first.

9.§2.2 The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fees deductions to the Chapter each pay period.

9.§2.3 When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

9.§2.4 Western shall not be liable to the Chapter, by reason of the requirements of this article, for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

9.§2.5 No earlier than thirty (30) calendar days and no later than forty-five (45) calendar days after a faculty member comes into noncompliance with the provisions of this article, and following at least fourteen (14) calendar days written notice to the faculty member, the Chapter may notify Western that said faculty member has not complied with the dues or service fees or conscientious objector section of this article. Upon receipt of such written notification from the Chapter, Western's Director of Academic Collective Bargaining and Contract Administration shall, within ten (10) working days, provide an opportunity for the faculty member to establish reasons for nonpayment and for the Chapter to review and discuss those reasons with the Director of Academic Collective Bargaining and Contract Administration. If, as a result of that communication, the Director of Academic Collective Bargaining and Contract Administration establishes that the Chapter has observed all applicable provisions of this article, and that the faculty member is in noncompliance with said article, Western shall suspend the faculty member without pay for a period equal to two (2) full working days at base salary. Within ten (10)

working days of the Director's finding of noncompliance, said faculty member shall be notified of the days or half days when said suspension and loss of pay shall take place. Such suspensions shall be completed within one hundred eighty (180) calendar days of the notification by the hearing officer.

9.§2.6 For academic-year faculty, Western uses one hundred fifty (150) working days per academic year as the basis for computing the deduction for the two (2) full working days.

9.§3 INDEMNIFICATION. The Chapter shall indemnify and hold the University harmless from any liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this article. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE 10
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION AND SEXUAL HARASSMENT

10.§1 EQUAL OPPORTUNITY EMPLOYER. Western Michigan University is an equal opportunity employer, which means that no applicant shall be denied an opportunity to apply for employment nor shall be denied consideration for employment nor shall be denied employment on the basis of race, color, religion, national origin, sex, age, height, weight, handicap, marital status, or sexual orientation. Western and the Chapter agree with this statement, and further agree that neither shall violate this principle. Except as otherwise provided in this Agreement, Western and the Chapter further agree that all decisions relating to an individual's initial appointment, or a faculty member's promotion, tenure, salary, or other personnel matters, shall be based on the individual's professional competence in his/her academic discipline, and upon his/her competence in relation to the performance of the duties of the position. Personality characteristics and/or beliefs of the faculty member which do not affect the individual's competence in his/her discipline or performance of duties shall not be a basis for such decisions.

10.§2 AFFIRMATIVE ACTION. Western Michigan University is an affirmative action employer, which means that in all areas of personnel matters, such as initial employment, promotion, tenure, and retention, Western shall give particular attention to the candidacy of women and minorities (i.e., protected-class persons) and take affirmative steps as provided in the University Affirmative Action Plan and in this Agreement. However, all candidates shall be judged on the merits of their professional performance. Western and the Chapter agree with this statement and further agree that neither shall violate this principle and that they shall cooperate to implement affirmative action.

10.§2.1 Western and the Chapter agree that a University Affirmative Action Plan is in the best interest of both and that they shall cooperate in endeavoring to achieve the goals and objectives therein sought.

10.§2.2 The Affirmative Action Advisory Committee is advisory to the President and shall include the Chapter's designee.

10.§2.3 Western will provide the Chapter with a copy of the annual report prepared by Western's Office of Institutional Equity (formerly known as the Affirmative Action Office.

10.§2.4 Western agrees that any University-wide committee recognized by Western as participating in affirmative action endeavors shall include the Chapter's designee.

10.§2.5 The University agrees that the Vice President of Western's Office of Institutional Equity (or his/her designee) will invite the Affirmative Action Advisory Committee to meet at least once a year to review the University's Affirmative Action Plan.

10.§3 AFFIRMATIVE STEPS. In order to implement affirmative action, it may be necessary to initiate special procedures based on the need to increase the proportions of minority and women faculty (protected-class persons). Such procedures will be developed and instituted by Western as needed.

10.§3.1 *Hiring.* In order to increase the "utilization" of protected-class persons in "under-utilizing" areas, Western shall continue to take affirmative action in the hiring process.

10.§3.2 *Promotion and Tenure.* The candidacy of minorities and women shall be given particular attention. However, all candidates shall be judged on the merits of their professional performance.

10.§4 RESOLUTION OF COMPLAINTS AND GRIEVANCES BY UNIT MEMBERS. A bargaining unit faculty member who has a complaint or grievance alleging discrimination proscribed by this article shall have access to the two internal dispute-resolution procedures provided in 10.§4.1 and 10.§4.2 below and shall not use any other internal dispute-resolution procedures.**Error! Bookmark not defined.**

10.§4.1 *Early Resolution.* Within ten (10) days following alleged discrimination proscribed by this article and after consultation with Western's Office of Institutional Equity, the bargaining unit faculty member alleging discrimination may request in writing to Western's Office of Institutional Equity that a meeting be held to informally discuss and attempt to resolve the matter. The meeting shall include a representative of the Office of Institutional Equity and the bargaining unit faculty member alleging discrimination, and may include, at the request of the faculty member, a Chapter representative and/or, at the request of the Office of Institutional Equity, representatives of Western, including the person(s) against whom the charge is made. The meeting shall be held within ten (10) days of the request, when possible. Any agreements resolving the matter which are reached at the meeting shall be reduced to writing and signed by the parties. A copy of any such Early Resolution Agreement shall be provided to the Chapter

upon request. Such an Early Resolution Agreement shall be final and binding and shall serve as a bar to any further pursuit of the claim(s) covered by the Early Resolution Agreement, including internal pursuit through the grievance procedure and external pursuit through agencies or courts. If no Early Resolution Agreement is reached at the meeting, the Office of Institutional Equity shall so notify the parties in writing.

10.§4.2 *Grievance Procedure.* A bargaining unit faculty member who has a grievance alleging discrimination proscribed by this article may file that grievance under the grievance procedure provided in Article 12, Grievance Procedure, of this Agreement, provided the following: (1) the use of Early Resolution in 10.§4.1 above shall not prejudice the faculty member's right to use the grievance procedure except that an Early Resolution Agreement shall be a bar to any further pursuit of the claim(s) covered by the Early Resolution Agreement; (2) if a faculty member uses Early Resolution and an Early Resolution Agreement does not result, the faculty member may initiate a grievance under Article 12, Grievance Procedure, of this Agreement within twenty (20) days after the Office of Institutional Equity's written notification that no Early Resolution Agreement has been reached; (3) the grievance must allege discrimination in the application of the terms of this Agreement and must not deal with positions outside the purview of this Agreement; and (4) a grievance may be filed only if the matter is not being pursued with any governmental agency or in any court action. In the event such complaint or charge is pursued with any governmental agency or in any court action after a grievance has been initiated, no further action under the grievance procedure shall be taken with respect thereto following notification of Western's Office of Institutional Equity that such complaint or charge has been so filed.

10.§5 RESOLUTION OF OTHER COMPLAINTS. The sexual harassment policy applies to all members of the University, and charges of sexual harassment which identify members of the bargaining unit may be brought forward by any concerned individual of the University community. Such charges shall be investigated first by the University sexual harassment officer. If the investigation leads to a determination that there are sufficient grounds for further action, charges may be brought under Article 21, Professional Conduct, and other related articles, according to the procedures described in Article 22, Progressive Review and Discipline for Cause.

10.§6 SEXUAL HARASSMENT. Sexual harassment is a form of sex discrimination prohibited by federal (i.e., Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972) and state law. The University and the AAUP are committed to the principle that the learning and working environment should be free from harassment by faculty, staff, or students. If Western disciplines a bargaining unit member for sexual harassment, the issue of whether the discipline was for cause (including the reasonableness of any sexual harassment policy promulgated by Western and the reasonableness of the application of said policy to the bargaining unit member), may be grieved and arbitrated pursuant to Article 12, Grievance Procedure, Article 22, Progressive Review and Discipline for Cause, or any other applicable article.

10.§6.1 In cases of hostile environment sexual harassment, and subject to applicable law, Western and the Chapter recognize that the classroom constitutes a setting which involves wide latitude in the presentation and discussion of ideas which are germane to the subject matter being taught (see Article 13, Academic Freedom and Responsibility).

ARTICLE 11
FACULTY RECORDS

11.§1 DEFINITION. A bargaining unit member's "faculty record" shall consist of the "personnel record" as defined in the *Bullard-Plawecki Employee Right to Know Act* (see Appendix B), the faculty tenure file, and the faculty promotion file. The requirements of the Michigan Freedom of Information Act (MFOIA) and the Bullard-Plawecki Employee Right to Know Act shall apply to Western, the Chapter, and bargaining unit faculty in actions related to faculty records.

11.§2 LOCATION. The "faculty record" may be housed in various University offices (files), including at least any personally-identifiable file regarding the faculty member kept in the department office, the file in the office of the department chairperson, the file in the office of the dean, the file in the Office of the Provost, and the file in the Department of Human Resources. Other places in which the faculty member's faculty record is kept shall be specifically identified in a memorandum of understanding (see Appendix C, Location of Personally-Identifiable Information). The tenure and promotion files shall reside in the departmental office.

11.§3 ADJUNCTIVE RECORDS. Files regarding the faculty member's application for promotion or tenure shall be known as the adjunctive Faculty Promotion File and the adjunctive Faculty Tenure File, respectively. These files shall initially consist of the application materials prepared by the bargaining unit faculty member. After the review process has begun, identified as the first meeting of the department review committee, material added by the bargaining unit faculty member shall be limited to written responses to questions, concerns, or statements made by reviewers and verification of pending accomplishments which occur during the review process, such as notification of acceptance for publication or notice of grant award. If such material is added by the bargaining unit faculty member, then the agents in charge of the prior review steps shall be copied on such material.

11.§3.1 Additional relevant material may be added to the Faculty Promotion or Tenure File by the Department Promotion Committee (DPC), the Department Tenure Committee (DTC), the department chairperson, the College Promotion Committee (CPC), the dean, and the provost. These files shall be supplemented by at least the final recommendation of each level of review. A copy of the material added to the file shall be supplied to the faculty member, with a cover letter explaining the reason for the addition and giving the faculty member ample time to respond to the material before the file is forwarded to the next level.

11.§3.2 After the final decision regarding the promotion or the award of tenure, the adjunctive Faculty Promotion and adjunctive Tenure Files shall no longer have any formal status. During the pendency of any tenure/promotion application, the Faculty Promotion or Tenure File shall be considered as part of the faculty record.

11.§3.3 After promotion or tenure is granted, all review letters and documentation shall be extracted from the bargaining unit member's personnel record and returned to the faculty member, except for the final notification of the award.

11.§4 MATERIALS APPROPRIATE TO FILES. The following items are excluded from a faculty member's record:

- Anonymous communications from any source;
- Unsubstantiated material of any kind;
- Reference to unsubstantiated or anonymous comments, except for historical references, and, then, without conveying substantive content.

11.§5 NOTIFICATION. A bargaining unit faculty member shall be notified, in writing, if documented material reflecting negatively on the faculty member's professional qualifications, performance, and/or professional conduct is placed in the faculty record by Western and provided with a copy of the material placed in the faculty record. If Western intends to utilize, for a personnel decision affecting the faculty member, any material reflecting negatively on the faculty member's professional qualifications, performance, and/or professional conduct which has not been placed in the faculty record with notice to the faculty member prior to the contemplated utilization, the faculty member shall be so notified, supplied with a copy of the materials, and afforded an opportunity to respond to the material prior to Western's making a personnel recommendation or decision based on these materials.

11.§6 EXAMINATION OF FACULTY RECORDS. A bargaining unit faculty member, upon oral or written request, shall have the right to examine his/her faculty record during normal business hours in the presence of a representative of Western, and, if desired, a member of the bargaining unit designated by the faculty member.

11.§6.1 A bargaining unit faculty member shall have the right to obtain a copy of all material in his/her faculty record at his/her expense. The fee shall be limited to the cost of reproduction and the mailing of the materials requested.

11.§6.2 A designated member of the Chapter, having written authorization from the bargaining unit faculty member and in the presence of a representative of Western, may examine the faculty record of a bargaining unit faculty member if the examination relates to a filed grievance, grievance in preparation, or a written charge or charges preferred against the bargaining unit faculty member by Western.

11.§6.3 The ombudsman or his/her representative shall not have direct access to faculty records. The bargaining unit member will be notified any time the ombudsman or his/her representative receives information from a faculty member's record.

11.§7 USE OF THE FACULTY RECORD IN PERSONNEL ACTIONS.

11.§7.1 *Administrative Use.*

11.§7.1.1 The materials contained in the faculty record may be utilized by Western for all matters involving actual or contemplated personnel action, including, but not limited to, considerations of employment, promotion, tenure, assignment, retention, compensation, or disciplinary action.

11.§7.1.2 The faculty record may be used for official University purposes, including the meeting of legal requirements.

11.§7.1.3 Nothing herein shall prohibit publication of statistical information or other legitimate use of data in which identity is not revealed.

11.§7.2 *Release of Record.*

11.§7.2.1 Unless prohibited by law, a bargaining unit faculty member shall receive timely written notice of any request from outside the University for access to his/her faculty record prior to such access.

11.§7.2.2 A bargaining unit faculty member shall be notified when administrative responses have been made to inquiries about the bargaining unit faculty member's record from any non-University source, except in cases in which only verification of employment is given.

11.§7.2.2.1 A bargaining unit faculty member may request, in writing, release of his/her faculty record for some specific purpose.

11.§7.3 *Separate Records.* The University may, as specified by Bullard-Plawecki, maintain records separate from the faculty record, including medical reports and records, grievance investigation records, criminal investigation records, education records (as defined by FERPA), and staff planning records.

11.§8 FACULTY RECORD MAINTENANCE. For the purpose of periodic faculty record maintenance, the designated administrative officer and the bargaining unit faculty member may jointly review the contents of the files constituting the faculty member's personnel record (see Appendix C). By mutual agreement and with the written approval of the provost, individual documents may be removed, provided that they have no probable future need. However, files may be routinely updated from time to time at the discretion of the designated administrative

officer by removal of such routine items as an outdated vita, which shall be returned to the faculty member.

11.§9 CONSIDERED REGARD. Subject to applicable law, the faculty member's record is considered confidential and its contents are to be treated in that manner by employees of the University vested with its care, such that disclosure of the contents shall be according to the guidelines in this article. Documents contained in the faculty member's record are intended for personnel decisions, and no item shall be placed into the faculty member's record by any administrative officer without clear intent and purpose.

11.§10 STUDENT COMPLAINT AND CONFIDENTIALITY OF FACULTY RECORDS. In the case of the need to respond to students who have filed complaints, as well as the need to respond to requests for faculty records under the Freedom of Information Act (FOIA), the University shall comply with the following:

11.§10.1 *Student Complaint*. In response to student complaints which lead to consideration of faculty discipline, including sexual, gender, and racial harassment, the University shall advise the student (and parents, if the student is a minor) only to the extent required by applicable law.

11.§10.2 *Confidentiality of Faculty Records*. The University agrees to continue confidentiality of faculty records to the extent permitted by law. This article does not impact on the University's duty to comply with lawfully-issued subpoenas, court orders, discovery demands, and garnishments and to respond to routine informational requests required by law.

11.§10.3 *Notification of Request for Faculty Record(s)*. When the University receives a Freedom of Information Request (FOIA) for faculty records, the FOIA officer shall give written notice of the request to the faculty member and to the WMU-AAUP.

11.§10.4 *Notification of Intent to Release Records*. If, after a specific case analysis, the University determines it is required to release documents from a faculty record pursuant to a FOIA request, the University FOIA officer shall notify the faculty member and the WMU-AAUP of its decision. Such notice shall be given promptly after the decision is made so the faculty member and/or the AAUP shall have the opportunity to review the documents intended for release and respond to the University's decision. The University agrees to notify the WMU-AAUP counsel or the WMU-AAUP grievance officer, by telephone, FAX, or other means, of the basis for the University's decision to release records under the FOIA statute prior to the release of these documents.

11.§11 UPDATING. All anonymous and/or unsubstantiated material presently in faculty records at the beginning of the current Agreement shall be removed.

ARTICLE 12
GRIEVANCE PROCEDURE

12.§1 DEFINITION OF GRIEVANCE. A grievance is a dispute involving a claimed breach, misinterpretation, or improper application of the provisions of this Agreement, or the past practices and policies defined within this Agreement.

12.§2 INDIVIDUAL RIGHT. Any individual faculty member or group of faculty members may at any time, consistent with their constitutional and statutory rights, present grievances to Western and have these grievances adjusted without intervention of the Chapter, provided that the adjustment is not inconsistent with the terms of this Agreement. Western shall inform the Chapter, in writing, of such adjustments.

12.§3 CONSTRUCTION. Nothing contained in this article shall prevent the informal adjustment of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the faculty member and the administrative agent of Western immediately involved. Steps One and Two of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration may be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

12.§4 BASIC PROVISIONS. The basic provisions shall be as follows:

12.§4.1 *Time Limits.* In computing any time limits specified under this article, "workdays" and "calendar days" are specified. Time limits may be extended by mutual agreement.

12.§4.2 *Legal Counsel.* At all levels of the grievance procedure and at arbitration hearings, the parties shall have the right to have legal counsel present at their own expense. A party who plans to bring legal counsel to a grievance meeting shall so notify the other party in the grievance or grievance appeal letter (if it is the grievant or the Union planning to bring legal counsel) or in the letter scheduling the meeting (if it is Western planning to bring legal counsel), except that notice shall not be necessary for arbitration hearings.

12.§4.3 *Extension of Time Limits.* Unless extended by mutual consent, in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Chapter, the grievance shall be considered as having been withdrawn. In the event of the failure to comply with the time limit on the part of Western, the grievance shall automatically advance to the next step of the grievance procedure, except that nothing herein shall be construed to automatically advance a grievance to the Arbitration Step. Neither party will require that a grievance be advanced or withdrawn without first notifying the other party and asking if the other party intends to request an extension.

12.§5 INITIATION OF GRIEVANCE. The Chapter, a faculty member, or a group of faculty members may initiate a grievance by serving a written notice of it to the administrative agent specified herein. Such notice shall be clearly identified as a grievance and shall concisely state the facts upon which the grievance is based and when they occurred, specify the provision, article, and/or sections thereof within the Agreement which allegedly have been violated, specify the relief and remedy sought, and be signed by the grievant. Such notice shall be filed within thirty (30) calendar days after the occurrence of the event upon which the grievance is based. If the affected faculty member or the Chapter has no knowledge of the occurrence of the event within said thirty (30) calendar days, then such notice shall be filed within thirty (30) calendar days after the faculty member or Chapter had knowledge thereof or conditions were such that the faculty member or the Chapter should have had knowledge thereof. If no notice is served within the thirty (30) calendar day time limit, the grievance shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to thirty (30) calendar days before the filing of the written notice of grievance.

12.§5.1 *Within a Unit.* A Step One grievance that originates in an academic department or similar unit or at the college level or in the University Libraries shall be filed with the dean of the relevant college or his/her designated agent. A Step One grievance that originates in Media Services or in the University Counseling and Testing Center shall be filed with the vice president to which the unit reports. A copy of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

12.§5.2 *With the Vice President.* A Step One grievance that originates at the level of the provost, including promotion and tenure grievances, shall be filed with the provost or his/her designated agent. A Step One grievance regarding an action at the level of the Vice President for Student Affairs shall be filed with the Vice President for Student Affairs or his/her designated representative. A copy of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

12.§6 STEP ONE. Upon receipt of the written grievance, the designated administrative agent shall arrange a meeting to discuss the grievance with the grievant and, if requested by the grievant, with the appropriate representative of the Chapter. The administrative agent may invite an associate to attend and additional persons may be present by mutual agreement. This presentation by the grievant and ensuing discussion shall be completed within ten (10) working days after the required initiation notice is received by the administrator. A written answer to the grievance shall be given to the grievant by Western within ten (10) working days, whenever possible. If the grievance is satisfactorily adjusted, the adjustment will be signed by the parties. One (1) copy thereof will be given to the grievant, one (1) copy to the Chapter, one (1) copy to the Director of Academic Collective Bargaining and Contract Administration, and one (1) copy will be retained by the administrator.

12.§7 MEDIATION. A mediation option shall be available to a grievant with Chapter approval and to Western if a Step One meeting and answer fail to resolve a grievance and may be requested prior to or after a Step One hearing. The provost shall name ten (10) persons and the

Chapter shall name ten (10) persons to serve as members of mediation teams. These appointments shall be approved no later than October 20, 1999 and expire January 1, 2003. These twenty (20) persons shall constitute a mediation pool. Additional appointments to the mediation panel may be made as necessary to replace members.

12.§7.1 *Request for Mediation.* Within seven (7) calendar days after the Step One answer, the grievant or Western may ask for a mediation team to assist the parties in resolving a grievance. Such a request shall be made, in writing, to the Director of Academic Collective Bargaining and Contract Administration and the Chapter. Mediation of a grievance shall take place if one or both parties request it in a timely manner. Promptly upon receipt of a request for mediation, the Director of Academic Collective Bargaining and Contract Administration and the Chapter President shall jointly name a two-person mediation team. The two-person mediation team shall be composed of one member of the panel appointed by the Chapter and one member of the panel appointed by the provost. Any member of a mediation panel may serve on more than one mediation team.

12.§7.2 *Mediation Team.* A mediation team shall have a period not to exceed fourteen (14) calendar days from the date it is notified by the Director of Academic Collective Bargaining and Contract Administration and the Chapter President of the request for mediation in which to effect a resolution between the grievant and Western. The Director will provide appropriate information, and, during that period, mediation teams shall have recourse to persons and information involved in the grievance and appropriate to a speedy resolution, such as would be available to the Chapter in a grievance matter. Mediation teams may meet with the parties separately or in a group. If a resolution occurs, both parties shall sign an agreement identifying the resolution. Beyond the request for mediation or a notice of the end of mediation prior to fourteen (14) calendar days, such a signed agreement shall be the only written product of the mediation process. Any personal notations or other records kept by mediation teams shall be protected from review or examination in any other process related to the grievance.

12.§7.3 *Resolution.* Mediation teams encourage the parties to a grievance to resolve their dispute, and, in so doing, teams may try to identify and orally recommend to the parties possible resolutions for their consideration. Neither party shall be compelled in any way to accept a resolution recommended by a mediation team, and such recommendations, if they do not result in resolution, shall not be a factor in further grievance proceedings, if such take place. A mediation team, with notice to the parties in writing, may discontinue mediation prior to the end of the fourteen (14) calendar day mediation period if it appears to the team that further mediation is unlikely to be productive.

12.§8 STEP TWO. If the grievance is not adjusted in Step One, or in mediation, the grievant or the Chapter may appeal the grievance to the second step of the grievance procedure, provided such appeal is sought in writing, signed by the grievant or the Chapter, sets forth the objection to the Step One answer, and, within seven (7) calendar days after receipt of the Step One answer, or

of the end of mediation, is presented to the Director of Academic Collective Bargaining and Contract Administration.

12.§8.1 *Step Two -- Type A Grievance.* In cases of dismissal for cause, suspension, or other financial penalty, the Chapter may demand arbitration following the President's decision (see Article 22, Progressive Review and Discipline for Cause).

12.§8.2 *Step Two -- Type B Grievance.* In the case of a grievance involving appointment, reappointment, termination, layoff, tenure, or promotion, the Director of Academic Collective Bargaining and Contract Administration shall conduct a hearing. This hearing shall be within ten (10) working days after the receipt of the request to have the grievance considered in Step Two and a written answer to the grievance shall be given to the grievant and the Chapter by the hearing officer within ten (10) working days of the close of the hearing, whenever possible.

12.§8.3 *Step Two -- Type C Grievance.* In the case of all other grievances not designated in Type A or B and involving the interpretation and/or application of general policy or discipline by documentation, the grievance shall be considered by a review board which shall consist of not more than three (3) persons designated by Western, including the Director of Academic Collective Bargaining and Contract Administration or his/her designee, who shall have authority to settle grievances, and an equal number of persons designated by the Chapter, including the Chapter's President or his/her designee, who shall have the authority to settle grievances. The Chapter President and the Director of Academic Collective Bargaining and Contract Administration shall mutually agree on the size of the review board in individual cases; the size may be from four to six members. The director of Academic Collective Bargaining and Contract Administration shall contact the Chapter's President or his/her designee to arrange a meeting of the board to discuss the grievance and the Step One answer, which shall also be discussed with the grievant and such other persons as the board deems appropriate. The chairperson will be a board member mutually acceptable to the Chapter and Western and approved prior to the first meeting. The review board's discussions of a grievance shall be completed within fourteen (14) calendar days of the filing of a Step Two appeal, whenever possible, but this time limit may be extended by mutual written agreement.

12.§8.3.1 Adjustment/Settlement. If, after the board's discussion, the Director of Academic Collective Bargaining and Contract Administration and the Chapter's President or his/her designee agree that the grievance can be adjusted to the mutual satisfaction of the Chapter and Western, the adjustment will be reduced to writing and signed by the Chapter's President or his/her designee and Western's Director of Academic Collective Bargaining and Contract Administration, within fourteen (14) calendar days of the completion of the discussions. If the grievance is adjusted at Step Two, said adjustment shall be final and binding upon all parties. If an adjustment of the grievance is not reached, this fact shall be communicated to the grievant in writing by the Director of Academic Collective Bargaining and Contract Administration and the Chapter's President or

his/her designee within seven (7) calendar days after the discussions are completed. If an adjustment is reached, this fact shall be communicated in the same manner within seven (7) calendar days after the signing of the written adjustment.

12.§9 STEP THREE - ARBITRATION. If the grievance has not been adjusted satisfactorily in the foregoing steps, the Chapter shall have the right to make demand upon Western for arbitration of the dispute, provided such demand is made within forty-five (45) calendar days after receipt by the Chapter of Western's Step Two answer or within forty-five (45) calendar days after completion of the review board's discussion without adjustment. If such demand has not been made within such forty-five (45) calendar day period, the grievance will be considered to be withdrawn. If timely demand is made, Western and the Chapter will promptly join in submitting the dispute to arbitration according to the following procedures, and according to the Rules of the American Arbitration Association to the extent that they are applicable, given the following procedures.

12.§9.1 *Selection of Arbitrator*. An arbitrator shall be selected from an agreed-upon rotating panel of arbitrators (see 12.§9.4 below). The arbitrators shall be placed on the panel list in alphabetical order. The first arbitrator selected shall be the arbitrator whose name is at the top of the list. After an arbitrator has heard a grievance for the parties, his/her name shall be placed at the bottom of the list. The arbitrator whose name is then at the top of the list shall hear the next grievance, and so on. If a selected arbitrator is not able to hear a grievance, his/her name shall remain in the same place on the list and the next arbitrator on the list shall be selected. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible. If the arbitrator is unable to offer a hearing date within six (6) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list, if that arbitrator is available to hear the grievance more quickly than the first.

12.§9.2 *Availability of Arbitrator*. If none of the arbitrators is available to hear a particular issue, the parties shall jointly request a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of this list, the parties shall alternately strike one name for the first arbitration in which the list is used. The Chapter shall strike the first name for the first arbitration in which the list is used. In subsequent uses of the list, the parties shall alternate in beginning the striking process. The remaining arbitrator on the list shall be the arbitrator. If the arbitrator is not able to hear the grievance, a second list shall be requested and the process shall be repeated.

12.§9.3 *Authority of Arbitrator*. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement or the past practices and policies hereinbefore defined, but shall be limited solely to the interpretation and application of the specific provisions contained herein and the past practices and policies hereinbefore defined. The arbitrator shall not render an opinion as

to whether a bargaining unit member should or should not be appointed, re-appointed, terminated, laid off, or be granted tenure or promotion, but shall be limited in his/her jurisdiction on these matters to determining whether the contractual procedures have been satisfied/followed.

12.§9.3.1 However, in cases involving dismissal and discipline for cause under Article 22, Progressive Review and Discipline for Cause, the arbitrator shall render an opinion as to whether or not the dismissal or discipline was for cause.

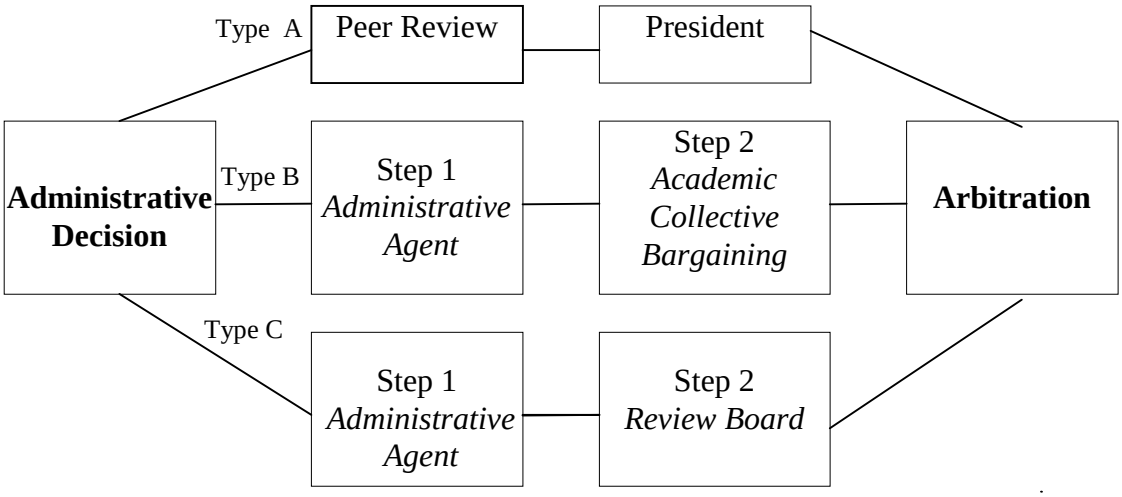
12.§9.4 *Arbitration Panel.* The current members of the rotating panel of arbitrators from which the parties shall select arbitrators to hear grievances are:

1	Mario Chiesa
2	Howard Cole
3	Paul Glendon
4	Maurice Kelman
5	Theodore St. Antoine

If one or more of these arbitrators becomes permanently unable to serve on the panel, the parties shall mutually agree to a replacement(s). Until the parties so agree, the remaining arbitrators shall constitute the panel. When panel membership changes, a new addendum shall be added to the Agreement indicating the change.

12.§9.5 *Arbitration Fees.* The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by Western and the Chapter. All other expenses will be borne by the party upon whose behalf they are incurred. The decision of the arbitrator shall be final and binding on all parties hereto.

GRIEVANCE PROCEDURE



ARTICLE 13
ACADEMIC FREEDOM AND RESPONSIBILITY

13.§1 ACADEMIC FREEDOM. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of Western and the Chapter for academic freedom safeguards must extend equally to requiring responsible service consistent with the goals of the University. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return must be based upon an understanding with Western. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she shall not introduce into his/her teaching controversial matter that has no relation to his/her subject.

13.§2 RESPONSIBILITY. As members of the community, the faculty have the rights and obligations of any citizen. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special positions in the community impose special obligations which should be evaluated in the light of their responsibilities to their disciplines, to their students, to their profession, and to the University. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. Both the protection of academic freedom and the requirements of academic responsibility apply to all persons associated with the University who exercise teaching and/or other professional responsibilities.

ARTICLE 14
APPOINTMENT AND REAPPOINTMENT OF FACULTY

14.§1 RECOMMENDATIONS. In matters involving the appointment or reappointment of faculty, part-time faculty, and department chairpersons, faculty members shall have the right to make timely recommendations to the appropriate administrator. Such recommendations should consider the professional competence and performance of candidates, as well as their potential personal and professional contributions to the University, and shall be made in accordance with the Department Policy Statement. Nothing in this article, however, shall prevent Western from hiring part-time instructors at its sole discretion when the need to hire a part-time faculty member is unexpected and there is insufficient time to consult with departmental faculty. In these cases, faculty shall be given the opportunity to make recommendations before the individual is assigned to teach in the department in the future.

> 14.§1.1 *Grievability of Final Decisions.* Final decisions concerning the appointment or reappointment of faculty shall be subject to the grievance procedure in this Agreement.

14.§2 TYPES OF APPOINTMENT. The Board of Trustees of Western Michigan University presently approves the following types of appointment: (1) one-year renewable term; (2) grant/contract; (3) Academic Career Specialist; (4) tenure-track; and (5) tenured position.

14.§2.1 *One-Year Renewable Term*. The Renewable-Term appointment is used for leave-of-absence, sabbatical leave and emergency replacements and for other situations for which this appointment type is appropriate on a renewable basis as described in Department Policy Statements and/or with the recommendation of the departmental faculty, but the consecutive appointments shall not exceed five (5) years.

14.§2.2 *Grant/Contract.* Grant/Contract appointments may be given to bargaining unit faculty in grant/contract positions. The term of the grant/contract appointment shall not exceed the approved duration of the grant/contract, and grant/contract faculty may be reappointed with the same duration stipulation.

14.§2.3 *Academic Career Specialist*. Academic Career Specialist appointments are probationary appointments or continuing appointments.

14.§2.4 *Tenure Track.* Tenure-Track appointments are continuing probationary appointments.

14.§2.5 *Tenure.* A Tenure appointment awarded in accordance with Article 17, Tenure Policy and Procedures.

14.§2.6 *Initial Tenure*. Under extraordinary circumstances, tenure may be awarded at the time of the initial appointment with the recommendation of the department and bargaining unit faculty.

14.§3 <u>CHANGE IN APPOINTMENT TYPE</u>. The Office of the Provost will make no changes in the existing appointment types for members of the bargaining unit without first contacting the Chapter, explaining what is planned and why, and consulting with the Chapter on the proposed changes.

14.§4 <u>INITIAL APPOINTMENTS</u>. At the time of a formal offer of employment, Western shall advise the faculty member, in writing, of the terms and conditions of the appointment as follows: the type of appointment; salary; credit for prior service toward tenure, promotion, and sabbatical (if any is granted); and length of the tenure probationary period (if appropriate for the appointment). Western shall provide the prospective faculty member with a copy of this Agreement and a copy of at least the promotion and tenure sections of the appropriate Department Policy Statement. Western shall also inform the prospective faculty member that the Chapter is the exclusive bargaining agent for the faculty (see Preamble of the Agreement) (see also: Article 17, Tenure Policy and Procedures, 17.§4 and 17.§5).

14.§5 <u>LETTERS OF APPOINTMENT</u>. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of any letter of appointment. In the event of conflict between the terms of a letter of appointment and the terms of this Agreement, the Agreement shall be controlling. This Agreement shall be referred to in letters of appointment issued to faculty members.

14.§6 MINIMUM TERMS. The Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and Western will not employ a faculty member on terms less favorable to him/her than those stated herein.

14.§6.1 In the event Western wishes to employ a new faculty member on terms more favorable than those specified herein, it may do so. In cases involving a faculty member already employed by Western, Western may give salary increments for market considerations, including temporary adjustments as part of a reassignment to grant/contract supported work, in addition to those increases otherwise provided in the Agreement. Such salary increments shall not be given for other reasons unless the agreement of the Chapter is obtained. When market increments are given to a faculty member already employed, Western will notify the Chapter of such action. The provisions above, regarding market increments, shall be subject to the grievance procedure.

14.§7 SALARY WHEN APPOINTMENT TYPE CHANGES. If a faculty member on a term appointment is appointed to a tenure-track appointment, Western, at that time and at its sole discretion, may offer the faculty member a higher base salary.

14.§8 ALTERNATE TERMS. Nothing in this article shall preclude Western and a faculty member from mutually agreeing to an alternate-academic-year appointment consisting of the Spring and Summer sessions plus a Fall or Winter semester. In departments whose Department Policy Statement provides for departmental recommendation on alternate-academic-year appointments, such departmental recommendation shall be sought by Western prior to finalization of the appointment. Western shall promptly notify the Chapter of each alternate-academic-year appointment. Western will put in writing to the faculty member any agreements regarding the duration of the alternate-academic-year appointment.

14.§8.1 In departments where faculty have agreed to alternate-academic-year appointments as an alternative to layoff, Western agrees, where programs and qualifications permit, to rotate such assignments. Department bargaining unit faculty may recommend a rotation system. Faculty members who wish to remain on alternate-academic-year assignments without rotation may do so.

ARTICLE 15
NEPOTISM

15.§1 STATEMENT OF PRINCIPLE. Persons related by family or marriage may be employed by the University, provided such individuals meet and fulfill regular University employment standards. However, faculty or staff members shall neither participate in nor influence in any way institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, merit pay, etc.) to members of their families. In addition to family and marital relationships, there are various similar relationships that might render it inappropriate for one party to be involved in a personnel decision affecting the other party. In instances where a

conflict of interest might occur under normal operating procedures, the responsibility for the decision will pass to an authorized representative of the next higher administrative level. Where other than normal operating procedures involving faculty are followed hereunder, the Chapter shall be notified in writing.

15.§2 LETTER OF UNDERSTANDING. In those circumstances where such potential conflict of interest exists, the two parties may be asked to sign a letter of understanding acknowledging the principle of this article and asserting their pledge not to influence the institutional decisions cited above.

15.§3 CONFLICT OF INTEREST. A similar nepotism principle and the recognition of a potential conflict of interest may also exist between faculty and a member of the student body who is related through birth, marriage, or similar personal relationship which would render inappropriate the faculty member's influence upon the evaluation of that student's academic performance, recognition of the student's scholastic advancement, approval of the student's application for admission to an academic program, or financial award within the University. In instances where such a potential conflict of interest exists, the student shall not be allowed to participate in the instructional activity supervised by the faculty, and recommendations regarding the student from the faculty member will not be accepted. If that restriction interferes with the student's pursuit of his/her academic goals, the academic evaluation, program admission, or recommendation for an award shall be completed by another ranked faculty member selected by the department chairperson on the basis of his/her expertise in the academic area. If the conflict of interest cannot be prevented by such separation, due to the very specialized nature of the academic activity, the evaluation of the performance, admission, promotion, or award, shall be reviewed by another ranked faculty member selected by the department chairperson on the basis of his/her academic expertise who shall be asked to recommend concurrence or substantiate the basis for the disagreement.

ARTICLE 16
EVALUATION OF FACULTY

16.§1 PURPOSE. Evaluation of competence in teaching and other professional endeavors shall be used to identify and reward the capable faculty member and to improve the quality of the University. Periodic evaluation of professional competence and performance (i.e., teaching and/or professional duties appropriate to certain disciplines, functions or units) will be conducted, the results of which are to be used for the purposes of: (a) improving the quality of instruction and/or the quality of the other professional duties and services rendered; (b) identifying and rewarding individual meritorious performance; and (c) assisting those responsible for making personnel recommendations by providing regular, useful, reliable, and comparable data for comparable groups.

16.§2 ENHANCING INSTRUCTION AND OTHER PROFESSIONAL DUTIES AND SERVICES. Evaluation and mentoring are related means of enhancing teaching and professional services at the University. Departments and department chairpersons are encouraged to use a

variety of techniques that will support quality teaching, including but not limited to: (a) the assignment of faculty mentors to new faculty; (b) the encouragement of faculty to attend teaching workshops and to work with the Center for Teaching and Learning; (c) the facilitation of arrangements for faculty to observe classes taught by experienced and successful teachers; and (d) when requested by the faculty member or in accordance with the approved Department Policy Statement, the facilitation of peer review.

16.§3 EVALUATION FOR MAKING PERSONNEL RECOMMENDATIONS. Faculty are encouraged to submit a variety of materials that demonstrate effectiveness in teaching and/or other professional duties and services.

16.§3.1 *Student Evaluations.* Student evaluations (student ratings and structured comments) shall function primarily as a means to faculty self-improvement, but shall also function as one source of information regarding teaching effectiveness. Student ratings should not be the sole source of information about teaching effectiveness, and it is the faculty member's responsibility to provide additional evidence of competence as suggested in 16.§3.2 and 16.§3.3.

16.§3.2 *Instructional Portfolio.* The faculty member is advised to develop a portfolio of teaching materials, which may include information about class size and level, grading standards and patterns, syllabi or course outlines, lecture notes, assignments, other materials used in courses, examples of student work or pertinent information about student performance, conference logs, artifacts of the development of teaching skills and techniques, and other information about course content, goals and methodologies, as well as peer evaluations. Materials representing out-of-class instructional work may also be included in this portfolio.

16.§3.3 *Peer and Self-Evaluation.* Evaluations of faculty by their peers may be conducted either at the request of the faculty member or in accordance with the approved Department Policy Statement. Self-evaluation and peer evaluations are encouraged, and may be included with the faculty member's application for reappointment and performance evaluations such as promotion and tenure. Results of such evaluations shall be delivered only to the faculty member being reviewed.

16.§4 STUDENT EVALUATION OF FACULTY. Student evaluations shall be conducted in each class taught by a bargaining unit faculty member in at least one semester of each academic year. Mandatory student evaluations shall be comprised of only student ratings (numerical data) and summary evaluations (structured comments).

16.§4.1 *Student Ratings.* Departmental faculty shall use a uniform student rating form to be administered in each class taught by a bargaining unit faculty member in at least one semester of each academic year. Summaries of the student ratings (numerical averages) shall be made available to the instructor and the department chairperson. The numerical ratings shall be included in performance evaluations such as reappointment, promotion, and tenure recommendations. Each department may maintain in use its own established

rating form, or may generate its own form, or may select a rating form from a file of such instruments housed in the Center for Teaching and Learning.

16.§4.2 *Structured Comments.* Structured comments are understood to be responses to specific questions regarding the instructor and/or the learning experience. Departments may use questions developed by the departmental faculty or may select questions from a list made available by the Center for Teaching and Learning.

16.§4.2.1 Structured comments shall be made available to the department chairperson for his/her perusal, but shall not be cited or used in any way in personnel decisions including, but not limited to, tenure, promotion, and discipline, up to and including discharge.

16.§4.2.2 Structured comments shall not be placed in the faculty record, and shall not be copied or summarized in any way. Following the chairperson's perusal, structured comments shall be returned to the faculty member.

16.§4.3 *Unstructured Comments*. Unstructured comments are understood to be open student feedback (e.g., solicited or unsolicited written feedback regarding the course or instructor with no specific probe provided). Faculty may seek unstructured (open-ended) comments from their students, but there shall be no requirement that they do so. Any unstructured comments are to be recorded separately from the departmental evaluation form and given directly to the instructor. Unstructured comments shall not be provided to the department chairperson.

16.§4.4 *Anonymous Comments.* Anonymous comments, whether structured or unstructured, which appear on any evaluation instrument, shall not be placed in the faculty record, or used or cited in any personnel decision including, but not limited to, tenure, promotion, and discipline, up to and including discharge.

16.§4.5 *Unsubstantiated Comments.* Western shall not use unsubstantiated comments in personnel decisions.

16.§4.6 *Student Confidentiality.* The collection of student evaluation data must be accomplished under conditions which provide anonymity for the student. The initial "mark-sense sheets" and all structured comments completed by the student shall be returned to the faculty member after the numerical data have been summarized. Faculty shall have access to the "mark-sense sheets" only after the results are numerically summarized and the grades have been recorded. There shall be no facsimiles or copies of any kind made of the "mark-sense sheets" or structured comments.

16.§ 4.7 *Faculty Option.* In cases where evaluations are conducted in more than one semester, the bargaining unit faculty member shall have the option of submitting evaluation data from more than one semester or session for use in performance evaluations.

16.§5 ADDITIONAL EVALUATION OF FACULTY BY WESTERN. Western may evaluate the performance of bargaining unit faculty at other times than those specified in this Agreement, if it needs additional information in order to make personnel decisions. Such evaluations shall reflect the principles and intent of evaluations described in the articles of this Agreement on reappointment, and performance evaluations such as promotion and tenure.

16.§6 ACCESS TO UNIVERSITY COMPUTING SERVICES. In order to administer teaching evaluations, the appropriate faculty committee shall have, without cost, access to and use of Testing Services, and University Computing Services.

16.§7 TERM APPOINTMENTS. Only the professional competence and service of term faculty shall be evaluated unless the term faculty member requests an evaluation of professional recognition. Term faculty shall be evaluated annually, and such evaluations shall be completed on or before April 1.

16.§8 ACADEMIC CAREER SPECIALISTS. Only the professional competence and service of Academic Career Specialists shall be evaluated unless the Academic Career Specialist member requests an evaluation of professional recognition.

16.§9 WESTERN'S OBLIGATION. In making personnel decisions, Western agrees to consider carefully all the evidence of teaching competence, including student ratings, peer evaluations if provided, and any other evidence (such as teaching portfolios) provided by the faculty member.

ARTICLE 17
TENURE POLICY AND PROCEDURES

17.§1 DEFINITION OF TENURE. Academic tenure defines the character of faculty appointment at Western Michigan University as continuous until resignation, retirement, termination for disability, dismissal for cause, or expiration of the recall period in the event of layoff; during which period the laid off faculty member has the rights provided in Article 25, Layoff and Recall.

17.§2 STATEMENT OF PRINCIPLE. In awarding tenure to a faculty member, the University expresses its commitment to assuring academic freedom and to recognizing and rewarding professional achievement. In accepting tenure, the faculty member expresses a commitment to enhancing the University programs and the academic quality of the institution. In recognition of these commitments, and of the effects of tenure decisions upon the nature of the institution, the quality and diversity of its programs, and its ability to maintain academic quality through periods of change, it is essential that tenure review be thorough, fair, and in accordance with clearly-stated criteria. Two categories of review shall be considered in tenure decisions: 1) qualifying requirements and 2) judgmental criteria.

17.§3 QUALIFYING REQUIREMENTS. To be eligible for consideration for tenure, a faculty member must meet qualifying standards in employment status and probationary service. Only

those faculty serving on a tenure-track Board appointment are eligible for tenure. A person who is eligible for tenure shall be notified of this eligibility in writing at the time of appointment. Any person whose appointment is solely dependent upon grant or contract funds typically is not eligible for tenure. When faculty in other appointment categories are offered and accept a tenure-track Board appointment, allowance may be made for prior experience in relation to its appropriateness to the new appointment, subject to the approval of the provost. Credit for prior service will be determined at the time of the tenure-track appointment and shall be stipulated in the letter of offer. Meeting the qualifying criteria establishes eligibility, but does not ensure attainment of tenure.

Faculty members shall serve a probationary period which shall not exceed six (6) consecutive recognized years (see 17.§3.2 and 17.§3.3) of full-time tenure-track appointment, or the equivalent thereof.

Exceptions to and modificationsj of the qualifying requirements are:

17.§3.1 *Prior Service.* Credit may be given for full-time service at the rank of instructor or higher at Western or in other accredited institutions of higher learning. Allowance may be made for other appropriate and comparable professional service. Allowance for prior service in either instance, or both combined, shall not exceed four (4) years. The exact number of years remaining in the probationary period at Western shall be stipulated in writing and approved by the provost at the time of the initial tenure-track appointment.

17.§3.2 *Leaves of Absence and Layoffs.* A leave or leaves of absence or layoff period totaling two (2) years or less shall not void the continuity of the probationary period. A maximum of one (1) year's leave may be counted toward completion of the probationary period, provided that written approval is given by the department chairperson, the dean, and the provost at the time the leave is granted.

17.§3.3 *Stopping the Tenure Clock.* Circumstances may make it necessary to prolong the probationary period. Stopping the tenure clock may occur for no more than two (2) one-year periods during the probationary period. Examples of such circumstances would include extended absence or disability due to illness, injury, or acute family responsibilities (see Article 27, Leaves of Absence) or military service. Unforeseen circumstances in the completion of a terminal degree, such as the death of a doctoral advisor, would also qualify. Stopping the clock would require the written approval of the department chairperson, dean, and the provost. A faculty member for whom the probationary period is extended will have equal extension of sabbatical eligibility, minimum length of service for promotion, and years of service toward retirement. Stopping the clock usually, but not always, involves an unpaid leave of absence or load and commensurate salary reduction.

17.§3.4 *Early Final Review.* Under exceptional circumstances of academic merit and professional accomplishment, a faculty member may request an early final tenure review. If the departmental unit faculty approves the request by simple majority vote of all

tenured departmental faculty, or by other procedures stipulated in the Department Policy Statement, an early review shall take place. There shall be no early final tenure review without the approval of the tenured departmental faculty. The early final tenure review shall follow the same procedures as those used in a regularly-scheduled final tenure review, but approval to undergo an early final tenure review shall not obligate any reviewing body to render a positive tenure recommendation. Neither a decision not to review, nor a negative recommendation resulting from an approved review, shall prejudice a later, regularly-scheduled review. Documentation of the early review and the decisions made regarding the early review shall become a part of the tenure file in the faculty record.

17.§3.5 *Notification*. Faculty eligible for tenure consideration shall be so notified by the department chairperson by September 15 of the academic year in which the review takes place.

17.§4 TENURE STIPULATIONS. At the time of the offer of an initial tenure-track appointment, or at the time a faculty member on another appointment status acquires a tenure-track Board appointment, the probationary faculty member shall be advised of the following in the letter of offer as approved by the provost: the areas of evaluation; the departmental criteria; and the University procedures employed in decisions affecting tenure as provided in the collective bargaining Agreement and the Department Policy Statement. This article, however, shall not prevent the dean from stipulating deadlines for the attainment of the terminal degree.

17.§5 AREAS OF PERFORMANCE. The University standards and department criteria for tenure evaluation shall be assessed as follows in the following three areas of performance:

17.§5.1 *Professional Competence.* Competence in teaching is a necessity for awarding tenure to teaching faculty. Therefore, although student evaluations are intended primarily for use in faculty self-improvement, numerical summary data of such ratings shall be included and considered in all tenure decisions. No single item, nor small subset of items, on the student rating forms shall be used as the sole basis for a tenure decision. Student ratings should not be the sole source of information about teaching competence, and it is the responsibility of the faculty member to provide additional evidence of competence. Western shall seriously consider all such evidence in conjunction with numerical summaries of student ratings. Insofar as they are related to the individual faculty member's teaching of assigned courses, successful efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation. Attainment of various levels and forms of licensure and certification may be considered as constituting professional competence. Competence in the supervision of master’s theses, doctoral dissertations, clinical and practicum work, as well as the general tutelage of graduate students, shall also be considered. Competence in performance of other professional duties appropriate to certain units such as the University Libraries and the University Counseling and Testing Center is correspondingly a necessity for the attainment of tenure of faculty whose responsibility is other than classroom teaching.

17.§5.2 *Professional Recognition.* Professional recognition is a necessity for tenure. It is expressed in many forms and may vary with the faculty member's discipline. In all fields, research, publication, and/or evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs, and articles constitute the most usual output that should be recognized. Refereed scholarly material in electronic form shall be considered as evidence of professional recognition. In the areas of literature and the fine and performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, working with schools, providing consultation for external agencies, serving as a research consultant for colleagues and advanced graduate students, and preparing scholarly projects are appropriate bases for recognition. In addition, holding office in national, regional, and state professional associations and contributing papers or services to such organizations constitute professional recognition. The preparation of professionally-sound proposals and/or acquisition of externally-funded grants constitute a form of recognition.

17.§5.3 *Professional Service.* The knowledge and skills of the faculty constitute a resource to the community, region, state, and nation in the name of the University. Faculty service to academic units, colleges, the Faculty Senate, the University, and the Chapter provides these skills and abilities for professional and academic accreditation, and University governance and planning. Professionally-relevant service in any of these venues, both inside and outside of the institution, shall be an important consideration for granting tenure.

17.§5.4 *Professional Conduct*. The standards of Professional Conduct as delineated in Article 21, Professional Conduct, of this Agreement may be considered in evaluating the three areas of performance.

17.§5.5 *External Review Process.* Although not mandated, departmental faculty may require letters of recommendation from reviewers external to the faculty of Western Michigan University who are appropriate to the tenure candidate's specialty area. Such a requirement must be explicitly stated in an approved Department Policy Statement. The tenure candidate may recommend to the Department Tenure Committee (DTC) potential external reviewers appropriate to his/her specialty area. The DTC shall provide a list of at least five potential reviewers to the tenure candidate. If the tenure candidate has provided to the DTC names of potential external reviewers, the list provided by the DTC shall include at least two names selected from those submitted to the DTC by the tenure candidate. The candidate shall have the prerogative of striking up to all but three names from the list provided by the DTC. The DTC shall be responsible for soliciting letters of recommendation from those identified by the DTC and the tenure candidate as external reviewers. A letter clearly indicating who shall have access to the letters of recommendation shall be sent by the DTC to any potential external reviewer selected by the tenure candidate and the DTC to participate in the external review process (see Appendix E, External Review Process--Promotion and Tenure). External letters of recommendation shall be made part of the adjunctive tenure file, but shall not be placed in the tenure candidate's permanent personnel file. Upon conclusion of the tenure review,

the adjunctive file containing all existing copies of the external letters of recommendation shall be returned to the tenure candidate. Western shall not release the external letters of reference to the public except as Western deems necessary to comply with law, court order, subpoena, or pursuant to any legal, administrative, or arbitration proceeding.

17.§6 APPLICATION OF THE UNIVERSITY STANDARDS FOR TENURE. University standards for tenure assessment consist of academic performance and academic potential. Candidates for tenure must be competent in academic performance and possess academic potential in each of the three performance areas (professional competence, professional recognition, and professional service). The evaluation of academic performance is based upon the extant evidence at the time of review in each performance area. The evaluation of academic potential is based on cumulative evidence of continuity of professional competence, expansion and maturation of professional recognition, and sustained participation in professional service. A candidate for tenure must achieve evaluations in the three performance areas that are consistent with a reasonable expectation that this candidate, when eligible, will meet the performance standards for further promotion and recognition. University standards will be specified and further defined in each academic department (see 17.§7).

17.§7 DEVELOPMENT OF CRITERIA FOR TENURE.

17.§7.1 *Development of Criteria.* Each departmental faculty must, in the Department Policy Statement, develop and make known to its members the departmental criteria for the application and relative importance of the University standards in the three areas of performance. Each academic unit, through its Department Policy Statement, must interpret and apply these criteria to the three University standards using the prevailing standards of the relevant field/discipline/profession. Departmental needs have traditionally been considered in tenure decisions, and the particular skills, expertise, and accomplishments of the faculty member as they relate to the needs of the department shall continue to be considered.

17.§7.1.1 These criteria will be submitted by each academic unit, according to the process for approving Policy Statements, for approval by Western and the Chapter. Departments without an approved tenure policy interpreting criteria for tenure evaluation will have their applicants for tenure evaluated by faculty committees and administrators on the basis of the general meanings attributed to these criteria as specified in the current WMU/AAUP Agreement.

17.§7.2 *Additional Stipulations.* While the University standards interpreted through the departmental criteria constitute the minimum University stipulations, departments may propose additional or more particular stipulations. If departments wish to propose additional or more particular requirements, these shall be developed in accordance with the procedures employed in establishing the Department Policy Statement. Departments that write such stipulations should consider the effects of the changes, if any, upon probationary faculty hired prior to the changes.

17.§7.3 *Unaffiliated Academic Units.* The provost shall ascertain that those procedures incorporating the principles set forth in this article are employed in those academic units not affiliated with a college.

17.§8 TENURE REVIEW PROCESS.

17.§8.1 *General Process.* Based on the criteria and procedures specified in this Agreement, the qualifications and performance of each probationary faculty member shall be reviewed by Western during the second, fourth, and sixth years of his/her appointment, or, if the probationary period is less than six (6) years, during alternate years, concluding with the final probationary year. Individual departments may, at their discretion, and in accordance with their Department Policy Statements, conduct more frequent intermediate tenure reviews. Tenure reviews are cumulative. Each subsequent review committee must consider the recommendations of earlier committees. Each tenure recommendation shall explicitly state whether it is a positive or a negative recommendation for the award of tenure.

17.§8.2 *Departmental Review.* Designated departmental faculty members shall have the right and responsibility to make recommendations, with supporting data, concerning the award or denial of tenure to their colleagues, according to the Department Policy Statement and in accordance with the established criteria and timetable. Only tenured departmental faculty members shall be eligible to participate in the review of candidates for tenure, and in the development and rendering of the departmental tenure recommendations.

17.§8.2.1 Within the guidelines contained herein, it is the responsibility of the faculty of each department to: (a) recommend the evaluation methods to be used; (b) recommend the procedures to be followed; and (c) ensure that tenure evaluations are conducted and the results transmitted, in a timely fashion, to the persons evaluated and to those individuals and groups empowered to make tenure recommendations.

17.§8.2.2 It is the responsibility of the faculty of each department to develop their own procedures for making timely recommendations to the department chairperson and the dean in accordance with the procedures contained in the Department Policy Statement and in compliance with the timetable as stipulated in 17.§10. These procedures shall contain a provision allowing candidates to appeal a recommendation by the Department Tenure Committee (DTC) prior to the committee's presentation of recommendations to the chairperson and dean. Faculty members shall be informed, in writing, of the evaluation of their professional performance in those areas that were found insufficient by the faculty of the department, as well as those areas found to be satisfactory. This correspondence shall include complete copies of all recommendation letters and appended supplementary materials, positive or negative, that the DTC proposes to send forward to the department chairperson and the dean, so that the faculty

member has the opportunity to appeal before recommendation is sent forward. Department Tenure Committees shall include in their considerations material submitted by candidates and appropriate evidence solicited from and/or submitted by other sources subject to the provisions in Article 11, Faculty Records.

17.§8.3 *Chairperson's Review.* The department chairperson shall have the right and responsibility to make recommendations concerning the award or denial of tenure to departmental faculty who hold tenure-track appointments. Such recommendations shall be in accordance with established criteria and the timetable as stipulated in the WMU/AAUP Agreement.

17.§8.3.1 Faculty members shall be informed, in writing, of the evaluation of their professional performance in those areas that were found insufficient by the department chairperson, as well as those areas found to be satisfactory. This correspondence shall include complete copies of all recommendation letters and appended supplementary materials, positive or negative, that the chairperson proposes to send forward to the dean, so that the faculty member has the opportunity to appeal before the recommendation is sent forward.

17.§8.4 *Dean's Review.* The dean shall have the right and responsibility to make recommendations to the provost concerning the award or denial of tenure to departmental faculty who hold tenure-track appointments. Such recommendations shall be in accordance with established criteria and the timetable as stipulated in the WMU/AAUP Agreement.

17.§8.4.1 Faculty members shall be informed, in writing, of the evaluation of their professional performance in those areas that were found insufficient by the dean, as well as those areas found to be satisfactory. This correspondence shall include complete copies of all recommendation letters and appended supplementary materials, positive or negative, that the dean proposes to send forward to the provost, so that the faculty member has the opportunity to appeal before the recommendation is sent forward.

17.§8.4.2 At the time the tenure recommendations are forwarded from the dean's office to the provost, all of the supporting material shall be included for each faculty member when the dean has overturned any of the preceding decisions. In addition, a faculty member who requests an appeal hearing with the provost may also request that the supporting material be forwarded to the Provost's Office for review prior to the scheduled hearing.

17.§8.5 *Provost's Review.* If the provost reverses an affirmative recommendation of the Department Tenure Committee, chairperson, or dean, he/she shall provide written notification to the faculty member, the chairperson, and the dean. The notice to the faculty member shall advise him/her of the area(s) in which his/her professional performance was found to be insufficient for tenure. At the faculty member's request, an

appeal hearing shall be held with the provost to discuss his/her decision and whether or not a reevaluation should be conducted.

17.§8.6 *Appeals.* A faculty member has the right to appeal recommendations by the Department Tenure Committee, the chairperson, the dean, and the provost. The faculty member shall be informed, in writing, of the evaluation of his/her professional performance in those areas which were found insufficient. Department Tenure Committees shall inform each affected faculty member of the DTC's recommendation, so that the faculty member may appeal to the DTC before the DTC's recommendation is forwarded to the chairperson (see 17.§8.2.2). Appeals to the Department Tenure Committee shall be in accordance with policies which shall be developed by the departments in accordance with Article 23, Faculty Participation in Departmental Governance. Chairpersons shall inform each affected faculty member of the recommendation of the chairperson, so that the faculty member may appeal to the chairperson before the chairperson's recommendation is submitted to the dean. Deans shall inform each affected faculty member of the recommendation of the dean, so that the faculty member may appeal to the dean before the dean's recommendation is submitted to the provost. The provost shall inform each affected faculty member of his/her recommendation, so that faculty may appeal to the provost before the provost's recommendation is forwarded to the Board of Trustees. In the case of an appeal by the faculty member, the provost and the President shall consult before the provost renders a decision. At all levels of review, the faculty member shall be given a complete copy of the proposed letters of recommendation and appended supplementary materials, positive or negative, prior to sending that recommendation forward to the next reviewer.

17.§9 GUIDELINES. Copies of all guidelines supplied by the Office of the Provost to department committees shall be sent to the Chapter.

17.§10 TIMETABLE. The timetable for consideration of tenure shall be as follows:

September 15	Latest date for department chairperson to notify faculty members of eligibility for tenure considerations and/or promotion.
October 15	Latest date for department chairperson to convene the first meeting of the Department Tenure Committee (DTC) and/or the Department Promotion Committee (DPC).
October 15	Latest date for faculty member to submit tenure file to DTC and/or promotion file to DPC.
November 15	Latest date for DTC and/or DPC to inform faculty member of recommendation.
November 18	Latest date for faculty member to inform DTC and/or DPC of intent to appeal.

November 23	Latest date for DTC and/or DPC recommendations, together with supporting data, to be presented to the department chairperson and, for promotion, to the College Promotion Committee (CPC).
January 10	Latest date for department chairperson to inform faculty member of recommendation.
January 13	Latest date for faculty member to inform chairperson of intent to appeal.
January 18	Latest date for DTC and/or DPC recommendations, with the separate recommendations of the chairperson appended, together with supporting data, to be presented to the dean.
February 25	Latest date for the dean to inform faculty member of recommendation.
February 28	Latest date for the faculty member to inform dean of intent to appeal.
March 12	Latest date for the dean to present the recommendations of the DTCs and/or DPCs, the CPC (for promotion), and the chairpersons, with the deans' separate recommendations appended, and with the tenure and/or promotion checklist, to the provost. All supporting material submitted by a faculty member shall be held in, or returned to, the office of the dean until the final recommendations are submitted to the Board of Trustees, and, at that time, shall be returned to the faculty member. At the time the promotion/tenure recommendations are forwarded from the dean's office to the provost, all of the supporting material shall be included for each faculty member where the dean has overturned any of the preceding decisions. In addition, a faculty member who requests an appeal hearing with the provost may also request that the supporting material be forwarded to the Provost's Office for review prior to the scheduled hearing.
April 21	Latest date for the provost to inform faculty member of recommendation.
April 24	Latest date for the faculty member to inform provost of intent to appeal.
May	The recommendations of the provost shall be submitted to the Board of Trustees, to be acted upon at the regularly scheduled June meeting.

17.§10.1 In the event that a contractually-specified date in the tenure timetable falls on a weekend, University holiday, or during semester recess, that due date shall move forward to the next scheduled work day.

17.§11 TENURE DECISIONS.

17.§11.1 *Notification of the Award of Tenure.* Following action by the Board of Trustees, faculty members who are awarded tenure shall receive timely written confirmation thereof.

17.§11.2 *Non-Renewal of Continuing Probationary Tenure-Track Appointments.* The circumstances under which a continuing probationary tenure-track appointment may be non-renewed at the expiration of any year-to-year term of such appointment are: (a) unsatisfactory performance in professional competence at the time of a first year review, if required by Western[8]; or unsatisfactory performance in professional competence and/or professional recognition at the time of the second year or subsequent review; or (b) failure to make satisfactory progress toward tenure in the period between two or more reviews by not remedying noted serious deficiencies, so that meeting professional standards for tenure awarded by the end of the probationary appointment is not likely. Where such an appointment is not renewed in these circumstances, then written notice of non-renewal (or *pro rata* pay in lieu of notice) shall be given by the provost according to the following schedule:

17.§11.2.1 Not later than February 7 for a faculty member serving in the first year of a six (6) year probationary period, or, if the appointment did not coincide with the start of an academic year, at least three (3) months prior to the date of non-renewal of the appointment.

17.§11.2.2 Not later than December 15 for a faculty member serving in the first year of a five (5) year probationary period, or for a faculty member serving in the second year of a six (6) year probationary period, or, if the appointment did not coincide with the start of an academic year, at least six (6) months prior to the date of non-renewal of the appointment.

17.§11.2.3 Not later than twelve (12) months prior to the date of the non-renewal of the tenure-track appointment for all other probationary faculty members.

17.§11.2.3.1 In cases involving the denial of tenure or the non-renewal of probationary faculty, the departmental faculty shall have the right to make a recommendation to Western in writing. If such recommendation is not accepted, the departmental faculty may make a second recommendation within sixty (60) days. Western shall have the responsibility, in each instance, for the final decision.

17.§11.2.3.2 Final decisions concerning the non-renewal of a probationary faculty member shall be subject to the grievance procedure of this Agreement.

[8] Western and the Chapter agree that a first-year review is unusual, and constitutes an exception to the norm of providing for a more extended period of time in the probationary period prior to undergoing performance review. A first year performance review shall be called for only under exceptional circumstances, where there is considerable concern regarding performance in the area of professional competence.

17.§11.3 *Termination of Continuing Probationary Tenure-Track Appointments.* The circumstances under which a continuing probationary tenure-track appointment may be terminated at any time during its course are: (a) failure to achieve the terminal degree in a timely manner as stipulated by the terms of the appointment, provided, however, that at the discretion of the provost, the stipulated period may be extended for good cause due to extenuating circumstances beyond the control of the faculty member; (b) dismissal for cause; (c) disability, Article 28, Accommodation for Disability; (d) layoff; or (e) resignation. Except for terminal notice due to layoff, which is governed by the notice provisions of Article 25, Layoff and Recall, termination for any of these reasons shall be effective as of the date Western's final decision is given to the faculty member.

17.§12 GRIEVANCE. Final decisions made by Western shall be subject to the grievance procedures in this Agreement as stipulated in Article 12, Grievance Procedure.

17.§13 BOARD PREROGATIVES. Nothing contained in this Agreement shall be construed to prohibit the Board of Trustees from conferring academic rank and tenure upon persons occupying administrative positions. Sole power to confer tenure rests with the Board of Trustees, which awards tenure by official action approving the President's tenure recommendations. Under no circumstances shall tenure be acquired by default.

17.§13.1 *Board Tenure Denial.* In cases involving the denial of tenure by the Board of Trustees, the departmental faculty shall have the right to make a recommendation to the Office of the Provost within ten (10) working days of the Board's action. Western shall have the responsibility for the final decision.

17.§14 THE RELATIONSHIP BETWEEN THE TENURE AWARD AND THE AWARD OF PROMOTION TO ASSOCIATE PROFESSOR. For a faculty member ranked as Assistant Professor, the award of tenure shall automatically be coupled with the award of promotion to the rank of Associate Professor. All other promotions shall be governed by the provisions stipulated in Article 18, Promotion Policy and Procedures, of this Agreement.

ARTICLE 18
PROMOTION POLICY AND PROCEDURES

18.§1 STATEMENT OF PRINCIPLE. Western Michigan University recognizes the ranks of professor, associate professor, assistant professor, and instructor. Promotion is the advancement of a faculty member from one of these ranks to the next higher rank. There shall be no restriction on the rank distribution in the University, in any college or division, or in any department, or in the number of promotions granted in any one year. The parties recognize that:

18.§1.1 Promotion shall be based on merit, not solely on years of service.

18.§1.2 Merit can be fairly assessed only after a faculty member has spent a reasonable period in a particular rank .

18.§1.3 Only those faculty with tenure or on tenure-track appointment and those on grants or outside funding are eligible for promotion to associate professor or professor.

18.§1.4 Promotion applications shall be considered using the procedures provided for in this article. These procedures are intended to provide for thorough and fair consideration of promotion applications.

18.§1.5 Administrators who hold faculty rank and are considered for academic promotion may be reviewed according to this article in the department of the designated rank. Article 17.§13, Tenure Policy and Procedures, not withstanding, prior to the letter of offer to an administrator, or the promotion of an administrator, the department representing the administrator's discipline shall be consulted and asked to recommend the academic rank for that administrator. Departmental faculty shall have the option of declining participation in the promotion reviews of administrators.

18.§1.6 Two categories of criteria shall be considered in promotion decisions--qualifying and judgmental.

18.§2 QUALIFYING CRITERIA. To be eligible for consideration for promotion, a faculty member must meet minimum qualifying standards in educational attainment and number of years in rank. Exceptions to these criteria are possible, as specified below.

18.§2.1 *Educational Attainments.* In most disciplines, the earned doctorate constitutes the conventional terminal degree. However, in those disciplines in which the doctorate is not normally required, appropriate alternate criteria must be determined and approved as follows:

18.§2.1.1 Departments shall submit their proposed educational attainment criteria developed in accordance with the Department Policy Statement in conformance with those procedures outlined in Article 23, Faculty Participation in Departmental Governance. The appropriate chairperson, dean, and the provost shall be responsible for insuring the basic equivalence among departments of educational attainment criteria, and their adherence to the general guidelines of the policy.

18.§2.1.2 The department's approved educational attainment criteria will be official departmental policy and shall become part of the Department Policy Statement.

18.§2.2 *Length of Service in Rank.* Length of service in rank refers to the number of years that a faculty member has spent in his/her present rank. Faculty service at the same

or higher rank at other educational institutions may be included, except that it is limited to a maximum of seven (7) years. Such prior service credit shall be determined at the time of initial appointment and included in the initial appointment letter. To be eligible for promotion to assistant professor, a faculty member shall have been an instructor for at least three (3) years. To be eligible for promotion to associate professor, a faculty member shall have been an assistant professor for at least six (6) years. To be eligible for promotion to professor, a faculty member shall have been an associate professor for at least seven (7) years.

18.§2.3 *Exceptions.* Exceptions to the requirements of educational attainment and length of service in rank may be requested by a faculty member from his/her Department Promotion Committee. There shall be no early promotion review without the approval of the Department Promotion Committee. If the Department Promotion Committee does not grant the exception, it shall provide the faculty member with an opportunity to appeal its decision with the Committee.

18.§2.4 *Eligibility.* Meeting these qualifying criteria establishes eligibility, but does not assure either immediate or eventual promotion. All faculty eligible for promotion shall be notified in writing of such eligibility by the department chairperson by September 15.

18.§3 JUDGMENTAL CRITERIA. No later than October 15 all faculty who are eligible for promotion on the basis of qualifying criteria and who wish to be evaluated for promotion by the department shall submit their promotion files to their Department Promotion Committee. A faculty member who is eligible for promotion in a given year but who does not submit his/her file shall be removed from consideration for promotion during the said year. The promotion files, when submitted, shall contain at least the faculty member's current vita, as well as any additional materials called for by this Agreement and by an approved Department Policy Statement and/or requested by evaluators. Areas to be evaluated include professional competence, professional recognition, and professional service achieved in prior ranks and in the present rank. Each department may publish in its Department Policy Statement the relative importance of any or all achievements and activities on which it places value. Criteria specified in this section and in approved Department Policy Statements shall be used in making promotion recommendations.

18.§3.1 *Professional Competence.* Competence in teaching is a necessity for promotion for teaching faculty. Although student evaluations of faculty are intended primarily for use in faculty self-improvement, numerical summary data of student ratings shall be included and considered in all promotion decisions. No single item, nor small subset of items on student rating forms shall be used as the sole basis for a promotion decision. Student ratings should not be the sole source of information about teaching competence, and it is the responsibility of the faculty to provide additional evidence of competence. Western shall seriously consider all such evidence submitted by the faculty member in conjunction with numerical summaries of student ratings in making promotion decisions. Insofar as they are related to the individual faculty member's teaching of assigned courses, successful efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation.

Competence in performance of other professional duties appropriate to certain disciplines (such as faculty in the University Libraries, the University Counseling and Testing Center and other similar units), is correspondingly a necessity for the promotion of faculty whose responsibility is other than classroom teaching. Attainment of various levels and forms of licensure and certification may be considered as constituting professional competence. Competence in the supervision of master's theses, doctoral dissertations, clinical and practicum work, as well as the general tutelage of graduate students, shall also be considered.

18.§3.2 *Professional Recognition.* Professional recognition comes in many forms and may vary with the faculty members' disciplines, but is a necessity for promotion. In all fields, research, publication, and/or evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs, and articles should be recognized. Refereed scholarly material in electronic form shall be considered as evidence of professional recognition. In the areas of literature and the fine and performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, working with schools, consultation with external agencies, with colleagues and advanced graduate students on research, and scholarly projects are appropriate bases for recognition. In addition, holding office in national, regional, and state professional associations and contributing papers or services to such organizations constitute professional recognition. Finally, the preparation of proposals and/or acquisition of externally-funded grants constitute a form of recognition.

18.§3.3 *Professional Service.* The knowledge and skills of the faculty constitute a resource to the community, region, state, and nation in the name of the University. Faculty service to academic units, colleges, the Faculty Senate, the University, and the Chapter provides these skills and abilities for professional and academic accreditation, and University governance and planning. Professionally relevant service in any of these venues and those of particular professional appropriateness outside of the University shall be an important consideration for promotion.

18.§3.4 *Professional Conduct*. The standards of Professional Conduct as delineated in Article 21 of this Agreement may be considered in evaluating the three areas of performance.

18.§3.5 *Interpretation of Judgmental Criteria.* No single statement of criteria can be sufficient for all academic units and disciplines within the University. Each academic unit, through its Department Policy Statement, must interpret and apply these judgmental criteria by the currently prevailing standards of the relevant field/discipline/profession. Departments without an approved promotion policy interpreting judgmental criteria will have their applications for promotion evaluated by faculty committees and administrators on the basis of the general meanings attributed to these criteria.

18.§3.6 *Application of Judgmental Criteria*[9]. In considering candidates for promotion; professional competence, professional recognition, and professional service are all important. A faculty member whose major achievement is outstanding achievement as a teacher may be promoted to assistant or associate professor. Similarly, a faculty member whose primary responsibility is other than teaching who achieves outstanding success in his/her primary non-teaching capacity may be promoted to assistant or associate professor. A competent faculty member whose major achievement is outstanding professional recognition may be promoted to assistant or associate professor. For promotion to full professor, a faculty member must have:

(a) achieved outstanding professional recognition and a satisfactory record of professional competence; or

(b) achieved outstanding success in professional competence and gained substantial professional recognition; or

(c) gained substantial professional recognition, a satisfactory record of professional competence, and rendered significant professional service.

18.§3.7 *Review of Additional Judgmental Criteria.* If departments wish to propose additional or more particular judgmental criteria, they shall be developed in accordance with the procedures employed in establishing the Department Policy Statement. If approved, such additional criteria will be official departmental policy and shall become part of the Department Policy Statement.

18.§3.7.1 *External Review Process.* Although not mandated, departmental faculty may require letters of recommendation from reviewers external to the faculty of Western Michigan University who are appropriate to the promotion candidate's specialty area. Such a requirement must be explicitly stated in an approved Departmental Policy Statement. The promotion candidate may recommend to the Department Promotion Committee (DPC) potential external reviewers appropriate to his/her specialty area. The DPC shall provide a list of at least five potential reviewers to the promotion candidate. If the promotion candidate has provided to the DPC names of potential external reviewers, the list provided by the DPC shall include at least two names selected from those submitted to the DPC by the promotion candidate. The candidate shall have the prerogative of striking up to all but three names from the list provided by the DPC. The DPC shall be responsible for soliciting letters of recommendation from those identified by the DPC and the promotion candidate as external reviewers. A letter clearly indicating who shall have access to the external letters of recommendation shall be sent by the DPC to any potential external reviewer selected by the promotion candidate and the DPC to participate in the external

[9] For the purpose of clarification in the promotion review process, the following terms are presented ordinally, from high to low: *outstanding; substantial; significant; satisfactory.*

review process (see Appendix E, External Review Process-Promotion and Tenure). External letters of recommendation shall be made part of the adjunctive promotion file, but shall not be placed in the promotion candidate's permanent personnel file. Upon conclusion of the promotion review, the adjunctive file containing all existing copies of the external letters of recommendation shall be returned to the promotion candidate. Western shall not release the external letters of reference to the public except as Western deems necessary to comply with law, court order, subpoena, or pursuant to any legal, administrative, or arbitration proceeding.

18.§4 RECOMMENDATIONS. Departmental faculty members at or above the rank sought by the promotion candidates shall have the right and responsibility to make negative and positive recommendations, with supporting data, for promotions of colleagues according to the Department Policy Statement and in accordance with the established criteria and contractual timetable. Should there be a shortage of faculty colleagues within a department/unit who are at or above the rank sought by a promotion candidate, the departmental faculty, in consultation with the promotion candidate, shall have the right to select qualified faculty members from within the college at the necessary rank for participation in the promotion review process. Within the guidelines contained herein, it is the responsibility of the faculty of each department to determine: (a) the evaluation methods to be used; (b) the procedures to be followed; and (c) that promotion evaluations are conducted and the results transmitted, in a timely fashion, to the persons evaluated and to those individuals and groups entitled to make promotion recommendations. Candidates for promotion shall not be ranked by either the Department Promotion Committee or the College Promotion Committee.

18.§4.1 *Notification of Eligibility.* The department chairperson shall notify faculty, in writing, of their promotion eligibility no later than September 15.

18.§4.2 *Notification of Recommendation.* The names of faculty members recommended for promotion and those not recommended shall be forwarded no later than November 23 to the department chairperson and the College Promotion Committee (CPC) along with all supporting data. To allow affected faculty to appeal to the Departmental Promotion Committee (DPC), the DPC chairperson shall provide written notification to each affected faculty member of the DPC's positive recommendation or negative recommendation prior to the November 23 deadline for transmittal to the department chairperson and the College Promotion Committee. This notice shall include complete copies of all recommendation letters and appended materials, positive or negative, that the DPC proposes to send forward to the department chairperson and the CPC so that the candidate has the opportunity to review and respond to all recommendation documents before they are sent forward. This notice shall, in the case of a negative recommendation, advise the affected faculty member of the areas in which his/her professional performance was found to be insufficient for promotion. Department Promotion Committees shall include in their considerations material submitted by candidates and appropriate evidence solicited from and/or submitted by other sources subject to the definition in Article 11,

Faculty Records. Candidates may remove their names from the promotion process at this or any other time. A candidate who withdraws from consideration for promotion prior to the forwarding of files to the dean may remove from his/her faculty record any documentation pertaining to the aborted review.

18.§5 COLLEGE PROMOTION COMMITTEES: MEMBERSHIP. A College Promotion Committee (CPC) shall be established in each college (exclusive of the Honors College and the Graduate College). The College of Arts and Sciences shall have a separate CPC for each of its three divisions: humanities, natural sciences, and social sciences. Each CPC shall be composed of one representative from each department elected by the departmental faculty. Each CPC shall elect its own chairperson. The chairperson of each College Promotion Committee shall notify the dean and the Chapter of the names of the members of the CPC (and of the chairperson).

18.§6 COLLEGE PROMOTION COMMITTEES: ELECTION PROCEDURES. Committee members shall serve three-year terms. Terms shall expire on October 1. Departments whose representative's term expires shall nominate and elect a replacement by October 15 of the same year.

18.§7 COLLEGE PROMOTION COMMITTEES: RESPONSIBILITIES. The College Promotion Committee (CPC) shall consider all promotion recommendations received from departments and present its recommendations, along with supporting data, to the dean no later than January 18. The names of faculty members who are not recommended shall be presented to the dean along with supporting data. To allow affected faculty to appeal to the CPC, the CPC chairperson shall provide written notification to each affected faculty member of the CPC's positive or negative recommendation prior to the January 18 deadline for transmittal to the dean. This notice shall include complete copies of all recommendation letters and appended materials, positive or negative, that the CPC proposes to send forward to the dean so that the candidate has the opportunity to review and respond to all recommendation documents before they are sent forward. This notice shall, in the case of a negative recommendation, advise the affected faculty member of the areas in which his/her professional performance was found to be insufficient for promotion. The CPC may review and recommend administrators for academic promotion. Any CPC member may, without prejudice, decline the opportunity to participate in the promotion review of an administrator.

18.§8 TIMETABLE. The timetable for consideration of promotions shall be as follows:

September 15	Latest date for department chairperson to notify faculty members of eligibility for tenure considerations and/or promotion.
October 15	Latest date for department chairperson to convene the first meeting of the Department Tenure Committee (DTC) and/or the Department Promotion Committee (DPC).

October 15	Latest date for faculty member to submit tenure file to DTC and/or promotion file to DPC.
November 15	Latest date for DTC and/or DPC to inform faculty member of recommendation.
November 18	Latest date for faculty member to inform DTC and/or DPC of intent to appeal.
November 23	Latest date for DTC and/or DPC recommendations, together with supporting data, to be presented to the department chairperson and, for promotion, to the College Promotion Committee (CPC).
November 23	Latest date for the dean to convene the first meeting of the CPC.
January 10	Latest date for the CPC to inform faculty member of recommendation.
January 10	Latest date for the department chairperson to inform faculty member of recommendation.
January 13	Latest date for faculty member to inform chairperson of intent to appeal.
January 13	Latest date for faculty member to inform CPC of intent to appeal.
January 18	Latest date for DTC and/or DPC recommendations, with the separate recommendations of the chairperson appended, together with supporting data, to be presented to the dean.
January 18	Latest date for the CPC recommendations, together with supporting data, to be presented to the dean.
February 25	Latest date for the dean to inform faculty member of recommendation.
February 28	Latest date for the faculty member to inform dean of intent to appeal.
March 12	Latest date for the dean to present the recommendations of the DTCs and/or DPCs, the CPC (for promotion), and the chairpersons, with the dean's separate recommendations appended, and with the tenure and/or promotion checklist, to the provost. All supporting material submitted by a faculty member shall be held in or returned to the office of the dean until the final recommendations are submitted to the Board of Trustees, and, at that time, shall be returned to the faculty member. At the time the promotion/tenure recommendations are forwarded from the dean's office to the provost, all of the supporting material shall be included for each faculty member where the dean has overturned any of the preceding decisions. In addition, a faculty member who requests an appeal hearing with the provost may also request that the supporting material be forwarded to the Provost's Office for review prior to the scheduled hearing.
April 21	Latest date for the provost to inform faculty member of recommendation.
April 24	Latest date for the faculty member to inform provost of intent to appeal.
May	The recommendations of the provost shall be submitted to the Board of Trustees, to be acted upon at the regularly scheduled June meeting.

18.§8.1 In the event that a contractually specified date in the promotion timetable falls on a weekend, University holiday, or semester recess, that due date shall move forward to the next scheduled work day.

18.§9 NOTIFICATION TO FACULTY. During the promotion process, all correspondence and appended materials from promotion committees, chairpersons, and deans used to recommend or deny the promotion of a faculty member shall be forwarded to that faculty member so that the candidate has the opportunity to review and respond to all recommendation documents before they are sent forward (see also 18.§4.2 and 18.§7).

18.§10 APPEALS. A faculty member has the right to appeal recommendations by the Department Promotion Committee, the College Promotion Committee, the chairperson, the dean, and the provost. The faculty member shall be informed, in writing, of the evaluation of his/her professional performance in those areas which were found insufficient. Department Promotion Committees shall inform each affected faculty member of the DPC's recommendation, so that faculty may appeal to the DPC before the DPC's recommendation is forwarded to the chairperson (see 18.§4.2). Appeals to a DPC shall be in accordance with policies which shall be developed by the DPCs in accordance with Article 23, Faculty Participation in Departmental Governance. The CPCs shall develop policies and entertain appeals concerning their recommendations. Chairpersons shall inform each affected faculty member of the positive or negative recommendation of the chairperson, so that faculty may appeal to the chairperson before the chairperson's recommendations are submitted to the deans. Deans shall inform each affected faculty member of the positive recommendation or the negative recommendation of the dean, so that faculty who are not recommended may appeal to the dean before the final list is submitted to the provost. When an administrator rejects a positive recommendation by the faculty, the administrator will give the candidate, in writing, the reasons for doing so, and shall advise the candidate of the area(s) of his/her professional performance found to be insufficient for promotion.

18.§10.1 If the provost reverses an affirmative recommendation of the College Promotion Committee or dean, he/she shall provide written notification to the faculty member, the chairperson, and the dean before presenting the recommendation to the Board of Trustees. The notice to the faculty member shall advise him/her of the areas of his/her professional performance found to be insufficient for promotion. At the faculty member's request, an appeal hearing shall be held with the provost to discuss his/her decision and whether or not a reevaluation should be conducted. In the case of an appeal by the faculty member, the provost and the President shall consult before the provost renders a decision.

18.§11 PROMOTION FILE. The promotion file of the candidate with collateral documentation shall be held in the office of the dean until the final recommendations are submitted by the provost to the Board of Trustees, and at that time it shall be returned to the candidate. Collateral documentation refers to the books, reprints, artistic work, syllabi, and other products of performance that usually accompany applications.

18.§11.1 If the dean reverses a previous recommendation, the file and all collateral documentation shall be forwarded by the dean's office to the Provost's Office for the provost's review.

18.§12 IMPLEMENTATION. Promotions approved by the Board of Trustees and the subsequent salary increase shall normally be effective on July 1 for fiscal-year faculty and with the beginning of the Fall semester for academic-year faculty.

18.§13 PROMOTION DENIAL. In cases involving the denial of promotion by the Board of Trustees, the departmental faculty shall have the right to make a recommendation to the provost within ten (10) working days of the Board's action. Western shall have the responsibility for the final decision.

18.§14 GRIEVANCE. Final decisions concerning promotion shall be subject to the grievance procedure in the Agreement.

18.§15 COPIES. Copies of all guidelines supplied by the provost to department and college committees shall be sent to the Chapter.

18.§16 THE RELATIONSHIP BETWEEN THE TENURE AWARD AND THE AWARD OF PROMOTION TO ASSOCIATE PROFESSOR. For faculty in rank at the level of Assistant Professor, promotion to the level of Associate Professor shall be concurrent, and automatically conferred, with the granting of the tenure award. No separate review shall be required. This provision in the Agreement is to be in effect for all faculty who are appointed to the bargaining unit for the 1999-2000 academic year and beyond. Any untenured faculty member whose appointment date precedes this point in time shall have the option of participating in two separate review processes for the awarding of tenure and promotion to Associate Professor.

ARTICLE 19
FACULTY EVALUATION OF ADMINISTRATION

19.§1 Bargaining unit faculty may evaluate chairpersons and deans, and this provision is intended to encourage bargaining unit faculty, on their initiative, to conduct such evaluations on a regular basis. The Chapter may also conduct evaluations of administrators, including chairpersons and deans, and the results of such evaluations shall be transmitted to the administrator being evaluated and may be forwarded to those who make personnel decisions concerning such administrators. Evaluations of chairpersons and deans conducted and forwarded by departmental faculty shall be considered when Western evaluates the performance of the chairpersons and deans.

19.§1.1 Bargaining unit faculty may, if requested, participate in Western's evaluations of administrators. Faculty may refuse participation for any reason, without penalty.

ARTICLE 20
ACADEMIC CAREER SPECIALISTS

20.§1 STATEMENT OF PRINCIPLE. Western Michigan University and the Chapter recognize that growth in the diversity of mission, complexity of programs, and doctoral concentration have created new challenges. Therefore, the parties agree to a new bargaining unit appointment category designated as the Academic Career Specialist.

20.§1.1 Academic Career Specialists include Professional Specialists/Clinical Supervisors and Career Language Specialists.

20.§1.2 Persons holding this appointment shall be fully participating members of the academic community.

20.§2 RIGHTS AND PRIVILEGES. Academic Career Specialists shall have all of the rights and privileges provided by the current WMU/AAUP Agreement, except for Article 17, Tenure Policy and Procedures, and those sections of Article 18, Promotion Policy and Procedures, which apply to Professional Recognition.

20.§2.1 Additional criteria for continuing status, evaluation, and promotion not listed in Articles 17 and 18 shall be developed by a joint study committee appointed by the President and approved by the President of the Chapter, with changes incorporated into this article no later than January 1, 2000, to suit the unique characteristics of Academic Career Specialists.

20.§3 PROBATIONARY STATUS. Academic Career Specialists shall have a probationary period of employment of no more than six years.

20.§3.1 During the probationary period, persons appointed to this category may receive three two-year appointments, with each successive appointment contingent on receiving a positive performance appraisal.

20.§4 CONTINUOUS APPOINTMENT. Academic Career Specialists shall be granted a continuous appointment following successful completion of the probationary period.

20.§4.1 Performance appraisal of Academic Career Specialists on continuous appointment shall occur at least every four years.

20.§4.2 Appointments shall be continuous until resignation, retirement, termination for disability, dismissal for cause (such as failure to meet the basic criteria of performance as defined in the position description), or expiration of the recall period in the event of layoff.

20.§5 APPOINTMENT RANK. Academic Career Specialists may hold and be promoted through the progressive ranks of Assistant Academic Career Specialist, Associate Academic Career Specialist, and Senior Academic Career Specialist.

20.§6 CAP. The total number of appointments to the Academic Career Specialist employment category shall not exceed ten percent (10%) of the total membership of the bargaining unit, and no bargaining unit member shall be assigned involuntarily to this appointment category.

20.§7 APPOINTMENT CATEGORY TYPES. There are two separate types for this employment category: Professional Specialist/Clinical Supervisor and Career Language Specialist.

20.§7.1 *Professional Specialist/Clinical Supervisor*. This category is for persons with expertise in teaching and those activities outside of the classroom which supplement, enable, and enhance teaching. These tasks include but are not limited to specialized instruction, skill-building, academic unit committee work, and program or project coordination. Explicitly excluded from this category are current faculty positions in the University Counseling and Testing Center, the University Libraries, and Media Services.

20.§7.1.1 Appointment of Professional Specialist/Clinical Supervisor. The position(s) of Professional Specialist/Clinical Supervisor shall be approved in an academic unit following consultation with the faculty of that unit. Position descriptions, including criteria for evaluation, shall be developed to reflect the specific responsibilities of each position. New position descriptions will be reviewed and approved by the contract administrators of the AAUP and WMU relative to category suitability. Professional Specialist/Clinical Supervisor positions established by academic units prior to July 1, 1999 will be automatically approved and continued insofar as they meet the requirements stated in this article.

20.§7.1.2 Evaluation and Progression. Evaluations and subsequent progression through the ranks for Professional Specialist/Clinical Supervisor shall be based on both qualifying and judgmental criteria. The qualifying criteria for years in rank is specified in Article 18, Promotion Policy and Procedures, and amended by the joint study committee. Qualifying criteria for employment status shall vary, and be designated in the position descriptions. Judgmental criteria shall be assessed in accordance with Article 21, Professional Conduct, as applied to the areas of professional competence and professional service.

20.§7.1.3 Awarding of Continuing Appointment Status. The process of review for continuing appointment status shall first be made by a faculty committee and the department chairperson. The faculty review committee shall include representation from members of the Professional Specialist/Clinical Supervisor category or professionals most capable of judging the expertise and performance required by the position. The department committee will submit its evaluation

and recommendation to the department chairperson, who will forward the committee materials, along with his/her evaluation and recommendation, to the dean of the college. The dean will review the materials and submit his/her recommendation to the Provost for final review. The process will parallel the process for tenure review specified in the WMU/AAUP Agreement, Article 17, Tenure Policy and Procedures, and as amended by the joint study committee. Each department may utilize the Department Policy Statement to further delineate criteria for continuous status or promotion.

20.§7.2 *Career Language Specialist*. This category of Academic Career Specialists is for persons with an appointment in the Career English Language Center for International Students (CELCIS). There will be a period of integration of these employees into the current WMU/AAUP Agreement to last no later than June 30, 2000. Until this integration is completed and ratified by the CELCIS staff, The Association of Language Specialists' (ALS) current Agreement will govern any dispute brought by a CELCIS employee against Western.

20.§7.2.1 Deadline. By April 15, 2000 the committee specified below will rank and determine a salary for all current CELCIS employees, with the rank and salary to become effective on September 6, 2000.

20.§7.2.2 Deadline. By April 15, 2000 the committee specified below will decide which portions of the ALS current Agreement will be incorporated into this article.

20.§7.2.3 CELCIS Program Committee. A committee of two representatives of the administration, one representative of the AAUP, and two representatives of the Association of Language Specialists shall meet to facilitate the transition of ALS members into the WMU/AAUP current Agreement.

20.§8 <u>STATUS OF CURRENT EMPLOYEES</u>. All Professional Specialists/Clinical Supervisors and Career Language Specialists employed as of July 1, 1999 shall be permitted to have all years of service at Western applied to the probationary period.

20.§9 <u>SALARY IMPROVEMENTS</u>. Professional Specialists/Clinical Supervisors employed as of July 1, 1999 shall be eligible for all salary improvements negotiated in the current WMU/AAUP Agreement, including, but not limited to, ATB and merit increases. Career Language Specialists shall be eligible beginning in the second year of the current WMU/AAUP Agreement. Determination of rank shall be made for all members of this employment category by the joint study committee (20.§2.1) or the program committee (20.§7.2.3).

20.§10 <u>ELIGIBILITY FOR FACULTY STATUS</u>. If the Chapter or an Academic Career Specialist believes that an Academic Career Specialist is qualified for faculty status, the Chapter or the individual may apply for consideration. A committee consisting of the provost or the

provost's designee, the dean of a relevant college or the dean's designee, the chairperson of the department in which the person is employed, and two members of the WMU-AAUP designated by the Chapter President shall make the decision.

ARTICLE 21
PROFESSIONAL CONDUCT

21.§1 STATEMENT ON PROFESSIONAL ETHICS. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, their interests must never seriously hamper or compromise their freedom of inquiry.

21.§1.1 As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals, and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

21.§1.2 As colleagues, all those holding academic rank at Western Michigan University have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

21.§1.3 As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

21.§1.4 As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their

responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or University. As citizens, engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obli gation to promote conditions of free inquiry and to further public understanding of academic freedom.

21.§2 RULES OF CONDUCT. Rules, procedures, and penalties governing faculty conduct and responsibilities are set forth throughout this Agreement, as are provisions enumerating faculty rights and protections and guarantees thereof. Subject to said rules, procedures, penalties, and provisions--including, but not limited to, Articles 9, Agency Shop; 10, Anti-Discrimination and Affirmative Action and Sexual Harassment; 12, Grievance Procedure; 13, Academic Freedom and Responsibility; 15, Nepotism; and 22, Progressive Review and Discipline for Cause--Western and the Chapter further agree that the following specific violations of the Agreement or of University Policy may subject a faculty member to corrective action and/or penalties ranging from informal directives, through formal written notice of warning, up to and including dismissal:

21.§2.1 *Neglect of Duty.* That is, failure to meet scheduled classes, post and maintain reasonable office hours, fulfill other reasonable and appropriate duties.

21.§2.2 *Impaired Performance of Duties.* That is, attempting to carry out properly assigned duties while ability and judgment are materially impaired due to willful use or consumption of alcohol or similarly debilitating substances.

21.§2.3 *Irresponsibility in Safety and Security Matters.* That is, willful violation of safety or security rules and/or practices or other conduct that demonstrably damages the property of the University, its students, or its personnel.

21.§2.4 *Unprofessional Conduct.* That is, willful violation of the AAUP Professional Code of Ethics.

21.§3 INTERPRETATION. Prior to the issuance of a formal notice of violation or imposition of corrective action or penalty for alleged violation of these rules by a faculty member, Western shall take steps to ensure consistency of rule interpretation and application and appropriateness of any proposed corrective action through consultations among the Office of the Provost, the appropriate dean and department chairperson, and the Director of Academic Collective Bargaining and Contract Administration.

ARTICLE 22
PROGRESSIVE REVIEW AND DISCIPLINE FOR CAUSE

22.§1 PRELIMINARY CONCERNS. When reason arises to investigate a possible violation of Article 21, Professional Conduct, or other relevant articles in this Agreement, the procedures contained in this present article shall be followed.

22.§1.1 Not all concerns about the conduct and/or performance of a bargaining unit member need result in formal discipline, and the provisions of this article shall not be construed so as to prohibit Western from informally meeting with, counseling, advising, or informing a bargaining unit member orally of a problem or concern, without initiating disciplinary action.

22.§2 PROGRESSIVE REVIEW. When serious allegations arise, however, which are related to the performance of, or conduct of, a bargaining unit member, and said allegations are brought to the attention of Western, Western shall under all circumstances, unless legal and/or compelling ethical considerations exist which provide justifiable cause for not doing so, arrange an investigatory meeting with the bargaining unit member as the initial step in the review and discipline process.

22.§2.1 *Convening the Investigatory Meeting*. If circumstances warrant, the appropriate administrator shall notify the faculty member, in writing, of serious allegations, and the potential disciplinary actions to which the investigatory meeting might lead. The faculty member shall be invited in the same communication to an investigatory meeting to discuss the circumstances with the appropriate administrator, and in the same letter shall be advised of two proposed times and dates, and the scheduled location for the investigatory meeting. If the faculty member finds it is impossible to attend either of the two occasions for the investigatory meeting as proposed, he/she shall immediately notify the appropriate administrator with an alternative time and date, so that the meeting may be rescheduled for a date no more than five (5) working days after the last of the two proposed dates. The faculty member shall have the right to bring his/her Chapter representative to, and have legal representation at, the investigatory meeting and shall be so advised in the letter.

22.§2.2 *Conduct of the Investigatory Meeting*. The intent of the investigatory meeting is threefold:

22.§2.2.1 To provide a meeting in which information and documentation about the source of the concern and discussion of the applicable article of the WMU/AAUP Agreement, as well as the possible consequences are explained to the bargaining unit member;

22.§2.2.2 To allow the bargaining unit member to receive the information, to seek clarification of the issues, and to provide, if so desired, an explanation of the concerns. The information, evidence, and/or documentation of the concern and its source available to Western shall be presented at this time, although Western shall not be precluded from using additional evidence which becomes available subsequent to the investigatory meeting. Any subsequent evidence to be used by Western shall be made available to the bargaining unit member.

22.§2.2.3 At the investigatory meeting, the bargaining unit member may stand silent and simply receive the information, or respond through an intermediary, or

provide an explanation concerning the issues, and should be aware that anything he/she says may be used in any subsequent disciplinary hearings.

22.§2.3 *Conclusion of the Meeting*. After the investigatory meeting, the administrator may decide on:

22.§2.3.1 Informal Resolution. If the allegation is unsubstantiated, the faculty member shall be notified verbally or by means of an informal letter stating that a meeting occurred on a given date to discuss mutual concerns;

22.§2.3.2 Letter of Notice. Document the meeting through a “letter of notice" (see definition below) to the faculty member;

22.§2.3.3 EAP. Arrange for employee assistance. Western and the faculty member may agree that the problem may best be resolved through the EAP;

22.§2.3.4 Clarification Conference. If the evidence and/or circumstance is unclear after the investigatory meeting, the administrator may schedule a subsequent clarification conference and review the situation again, and the faculty member shall have the same rights as apply to the investigatory meeting; or

22.§2.3.5 Disciplinary Hearing. Schedule a formal disciplinary hearing based upon the extent of the evidence and the seriousness of the alleged transgression.

22.§2.3.6 The faculty member may be informed of the decision at the end of the meeting or conference, which is the administrator's prerogative, but shall be notified, in writing, of the action no later than five (5) working days from the end of the investigatory meeting or clarification conference.

22.§2.4 *Letter of Notice*. In situations where the University has decided there is no basis for faculty discipline but where the University wishes to inform a faculty member that a complaint of alleged misconduct has been received by the University, or to document an investigatory meeting or clarification conference, the parties agree that:

22.§2.4.1 The letter does not constitute discipline or the first step in the progressive discipline process;

22.§2.4.2 The letter shall not be placed in the faculty record except as noted in 22.§2.4.3;

22.§2.4.3 The letter may be placed in a confidential file for such letters maintained by the Director of Academic Collective Bargaining and Contract Administration;

22.§2.4.4 The letter neither substantiates occurrences of misconduct, nor contains unsubstantiated complaints or material of any kind, but verifies only the conference, the discussion of facts and evidence, and nature of the complaints, and may include reference to the alleged misconduct or other circumstance;

22.§2.4.5 The letter may be used in the future only for purposes of documenting that the University put the bargaining unit member on notice that a complaint had been received by the University and to document the meeting and the nature of the complaint as well as any conclusions the University made regarding the complaint.

22.§2.4.6 The bargaining unit member may respond, in writing, to the content of the letter of notice, and may document any disagreement about the investigatory meeting and/or the content of the letter.

22.§2.4.7 The letter of notice may be grieved based on a violation of any of the above six points.

22.§3 DISCIPLINARY HEARING.

22.§3.1 *Letter of Charge*. When reason arises out of the investigatory meeting or the clarification conference to consider the formal discipline for cause of a bargaining unit faculty member, the appropriate administrator shall notify the bargaining unit member, in writing, of the preliminary charges and the relevant articles of the Agreement under which the charges are being brought, including the evidence and/or the behavior which is the basis for the allegation. The bargaining unit member shall also be informed of the names of any witnesses scheduled to testify at the disciplinary hearing. The bargaining unit member shall be invited, in the same communication, to attend a disciplinary hearing to review the charges and circumstances with the appropriate administrator. In the same letter, the bargaining unit member shall be advised of two proposed times, and dates, and the scheduled location for the hearing. The bargaining unit member shall confirm one of the scheduled meetings or, if the bargaining unit member finds it impossible to attend the conference as scheduled, on either occasion, he/she shall immediately notify the appropriate administrator with a proposed alternative date and time so that the hearing may be rescheduled for a date no more than ten (10) working days later than the last of the two proposed dates. Failure to confirm the meeting within ten (10) days of the faculty member's receipt of the letter of charge shall be considered as a declaration of intent to waive the hearing. The faculty member shall have the right to bring his/her Chapter representative to the hearing and may be represented by counsel.

22.§3.2 *Conduct of the Disciplinary Hearing.* The hearing shall not be open to the public and shall be conducted by the appropriate administrator who shall determine the order of review of the evidence and circumstances pertaining to issues cited in the letter of charge. The faculty member shall have the right to have legal representation at the hearing, not at Western's expense, and to confer with counsel when needed. The faculty

member shall have the opportunity to enter evidence and testimony in response to arguments, and rebut the evidence and testimony presented. The hearing shall be limited to the specific charges and articles noted in the Letter of Charge. Unless there is mutual consent, no new evidence or witnesses may be introduced at the hearing (except for rebuttal) without notice of at least five (5) days before the hearing is held. The hearing may be rescheduled to comply with the five- (5) day notification requirement. The proceedings of the hearing shall be duly recorded by Western and a copy of the record shall be given to the bargaining unit member and the WMU-AAUP.

22.§3.3 *Hearing Conclusion*. After the hearing or after the hearing is waived by written request or by failure to attend, the appropriate administrator shall either: (a) dismiss the charges; or (b) confirm (or modify) the charges and state the formal disciplinary action to be taken which may range from a formal discipline by documentation (see 22.§5 below) to dismissal for cause, although nothing prevents the writing of a letter of notice at this time. The bargaining unit member shall be notified in writing of the action, including the findings of facts and conclusions, within five (5) working days of the hearing.

22.§4 HANDLING OF EVIDENCE.

22.§4.1 *Existing Evidence*. In cases where documentary evidence, not in the faculty record (see Appendix C, Location of Personally-Identifiable Information), exists at the time of the initiation of discipline proceedings, including meetings, conferences, and hearings, the material shall be handled as follows:

22.§4.1.1 A copy of the material shall be presented to the faculty member with the written notice of charges;

22.§4.1.2 Any conference or hearing to discuss the documentary evidence shall be set for a date at least ten (10) working days from the investigatory meeting, in order to give the faculty member the opportunity to review and prepare a response to the material;

22.§4.1.3 The faculty member may respond to the material prior to the conference or hearing, at the conference or hearing, after the conference or hearing, or not at all;

22.§4.1.4 At the conclusion of the proceedings, the material shall be handled in the following way:

22.§4.1.4.1 If the charges are dismissed, all documentary evidence shall be delivered to the faculty member for his/her disposition;

22.§4.1.4.2 If the charges are confirmed in modified or original form, the material shall be placed in the faculty record.

22.§4.2 *New Evidence*. When new documentary evidence comes into existence or into Western's possession in the course of the disciplinary or dismissal proceedings, Western shall immediately provide copies of the documentary evidence to the faculty member. The faculty member shall have ten (10) working days from the time of receipt to review and respond to the documentary evidence. If Western fails to provide copies of any such documentary evidence to the faculty member, it shall not be used.

22.§4.3 *Testimony*. Testimony may be presented by either party and it shall not be necessary to follow formal rules of evidence. All evidence need not be documentary, but shall be judged for its relevance and accuracy.

22.§5 DISCIPLINE BY DOCUMENTATION. In situations where progressive discipline by documentation is deemed appropriate, the following progression is recommended and normally shall be followed:

22.§5.1 *Letter of Warning (Step One).* The "letter of warning" shall include a summary of the disciplinary hearing. The letter shall contain a summary of the incident and its substantiation which gave rise to the meeting/conference and hearing, a citation of the appropriate article within the Agreement allegedly violated, and an indication of future anticipated action should the behavior continue. The letter shall state that the warning will be placed in the faculty record.

22.§5.2 *Letter of Discipline (Step Two).* The "letter of discipline" is written only after the disciplinary hearing of a second substantiated incident of misconduct similar to the incident cited in the first letter. The requirements of content are the same as in Step One (22.§5.1): a summary and substantiation of the incident which gave rise to the discipline; citation of the section in the Agreement allegedly violated; and a clear description of the potential consequences should the behavior continue. This letter, as with the preceding letter of warning, if one exists concerning the same issue, is placed in the faculty record.

22.§5.3 *Letter of Reprimand (Step Three).* The requirements of the content are the same as in Steps One (22.§5.1) and Two (22.§5.2): a summary and substantiation of the section in the Agreement allegedly violated, and is intended to include a summary of the incident, reference to previous letters, and clear indication of the serious consequences which would result if the behavior continues. This letter, as with the preceding letter concerning the same issue, is placed in the faculty member's record. Normally, this letter would be preliminary to a severe reprimand up to and including suspension or dismissal should the same type of behavior occur on a fourth occasion.

22.§5.4 The disciplinary decision shall be considered final after each letter is given, but may be pursued by the bargaining unit member as a Type C grievance for alleged violation of the procedures or other requirements as stipulated in this Agreement.

22.§6 DISMISSAL/SUSPENSION FOR CAUSE. If the discipline resulting from a disciplinary hearing is dismissal for cause, suspension, or other financial penalty (does not apply to Article 9,

Agency Shop) the decision may be pursued by a request for a peer review panel as provided below. If a faculty member does not request review of this judgment in accordance with the following provisions, the judgment as stated in the post-hearing written notice shall be considered final; when a review is requested and conducted, the University President shall make the final decision. The faculty member's employment status shall continue at the same compensation level until the internal grievance process, up to and including the final decision by the University President (see 22.§7.4) has been completed.

22.§7 PEER REVIEW.

22.§7.1 *Request for Review*. Within ten (10) calendar days of the receipt of notice of dismissal action, the faculty member may demand by letter of the Chapter and the notifying signatory a review by the committee of his/her peers of the alleged facts resulting in the charges, all the evidence presented at the hearing, and the findings of fact and conclusions, with rationale, by the hearing administrator.

22.§7.2 *Review Committee*. If so demanded, a committee of five (5) members shall be appointed by the University President from a list of ten (10) persons holding academic rank and tenure, nominated by the Chapter, from a list of such persons developed and maintained by the WMU-AAUP Chapter for this purpose. The committee shall be named within five (5) working days of the faculty member's request and shall meet for the first time no later than five (5) working days from the date it is named. The faculty member may submit to the committee a written response to the charges against him/her. The committee shall proceed by considering the charges and the faculty member's written response, if any. The committee, in consultation with the provost and the faculty member, shall exercise its judgment as to whether the hearing should be public or private. The testimony of witnesses and other evidence concerning the matters in dispute shall be received. Conduct of the hearing, the order of proof, the questioning and testimony of witnesses, and participation of other parties before the committee are the sole responsibility of the committee. Where necessary, the committee shall have the authority to secure all evidence it deems important to the case. The committee shall select its own chairperson and shall serve with autonomy without influence of others, either the University or the Chapter. The committee shall schedule and complete the hearing within ten (10) working days of the first meeting, if feasible.

22.§7.2.1 The faculty member shall have the option of assistance by another faculty member, except a member of the committee, and/or by legal counsel of his/her choice. The faculty member shall have the aid of the committee and University, when needed, in securing the attendance of witnesses. Testimony may be presented by Western, the Chapter and the faculty member, and each shall have the right to question. All of the proceedings shall be recorded by the committee, with copies sent to Western and the AAUP.

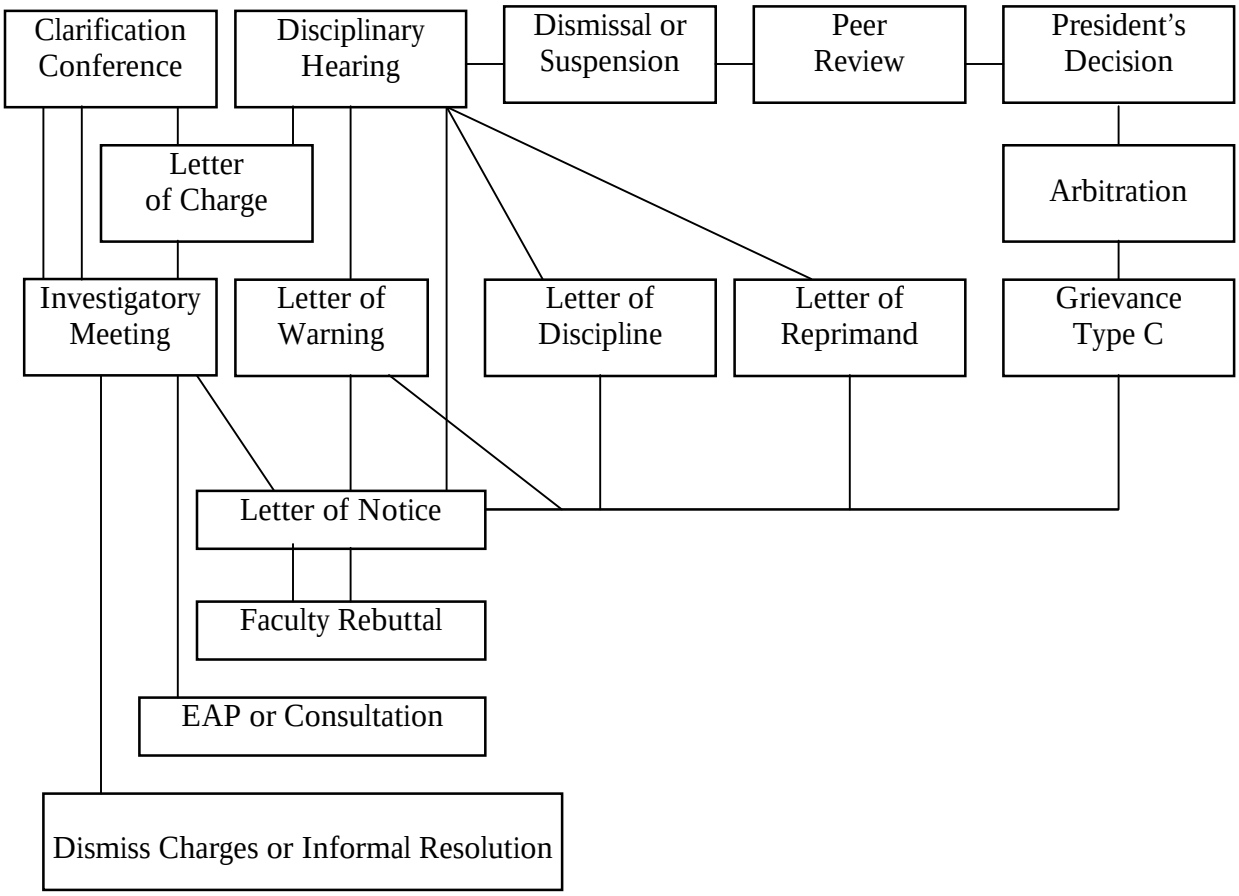
22.§7.3 *Committee Recommendation*. The committee shall reach its recommendation in private on the basis of evidence adduced in the hearing. Its recommendation shall be

presented, in writing, to the University President, the faculty member, and the Chapter no later than ten (10) working days after the close of the hearing.

22.§7.4 *President's Decision*. The University President, after first considering the committee's recommendation, shall within twenty-one (21) working days decide upon which disciplinary measures, if any, shall be taken. He/she shall set forth in writing this final decision and reasons for it. The committee, the faculty member, and the Chapter shall receive copies.

22.§8 GRIEVANCE. Final discipline decisions made by Western under this article shall be subject to the grievance procedure in this Agreement as stipulated in Article 12, Grievance Procedure.

Discipline Procedure



ARTICLE 23
FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE

23.§1 STATEMENT OF PRINCIPLE. By virtue of their command of their disciplines, University faculty have as a unique resource, the abilities to assist in the governance of the departments in which they will exercise their respective disciplines. Faculty, therefore, should participate in the governance of their departments in order to create and maintain harmonious relationships among colleagues, and to fashion and maintain the departments in such a way as to make them maximally appropriate for instruction, research, service, and other professional activities of the disciplines. Fundamentally, what is desirable and what is intended by the sections that follow is to ensure meaningful participation by departmental faculties, with the ultimate power of decision-making by Western, but with an assurance of procedural regularity and fair play.

23.§2 CONTRACTUAL GOVERNANCE. Departmental faculty shall develop Department Policy Statements which shall govern the means by which the faculty make recommendations to Western on a variety of matters.

23.§2.1 *Mandatory First Paragraph for Every Department Policy Statement.* Each Department Policy Statement will contain the following first paragraph: It is the right, the responsibility, and the privilege of University faculties to participate in the governance of their departments. Fundamentally, what is desirable and intended by the Department Policy Statement is to ensure meaningful participation by department faculties and procedural regularity within departments. It is understood that the ultimate power of decision-making resides with the administration. This Policy Statement is one means by which the faculty of this department make recommendations to Western.

23.§2.1.1 The inclusion of paragraph 23.§2.1, above, is for clarification purposes only and does not represent a substantive change in the function of the Department Policy Statements.

23.§2.2 *Mandatory Policies*. Departmental faculty must have procedures and develop policies for making recommendations to Western concerning tenure, promotion, appointment and reappointment of faculty, workload, equitable distribution of opportunities to teach in Spring and Summer sessions and Continuing Education, evaluation of faculty, and sabbatical leave proposals.

23.§2.3 *Permissive Policies*. Departmental faculty may have procedures for making recommendations to Western concerning alternate academic-year appointments, class schedules, class sizes, and appointment and removal of the department chairperson/director. These recommendations, when approved, become part of the Department Policy Statement.

23.§2.4 *Curricular and Budgetary Policies.* Departmental faculty may have procedures for making recommendations to Western concerning departmental degree requirements

and curricular offerings, departmental program development and discontinuance, and departmental budget allocations. These recommendations, when approved, become part of the Department Policy Statement.

23.§3 POLICY REVIEW. Department policies shall conform to the stipulations of relevant articles in the Agreement, and faculty are advised to refer to relevant articles while developing department policies to make certain such conformity exists.

23.§3.1 Department Policy Statements describe the process and structure by which faculty make recommendations to Western and may include standing recommendations about a variety of matters, but shall not extend faculty prerogative beyond the stipulations of the Agreement.

23.§3.2 The review of Department Policy Statements by the Chapter and Western is to ensure compliance with the Agreement. Specific contract language shall be cited when policy statement language is considered to be in conflict with the Agreement.

23.§4 APPROVAL OF DEPARTMENT POLICY STATEMENTS. Each department shall appoint a committee which shall develop a written Department Policy Statement.

23.§4.1 Following ratification of the policy by majority vote of the departmental faculty, the department chairperson shall review the Department Policy Statement. Following review, the chairperson shall provide written feedback to the committee within ten (10) working days. The committee may choose to alter the Policy Statement based on this feedback. The committee shall inform the chairperson of the Committee's response to the feedback. One (1) copy of the Statement or additions or amendments thereto, together with the comments of the chairperson, shall be forwarded to the Chapter, the department chairperson, the dean, and Western's Director of Academic Collective Bargaining and Contract Administration.

23.§4.2 Western's Director of Academic Collective Bargaining and Contract Administration and the AAUP Contract Administrator shall review Department Policy Statements simultaneously for compliance with the Agreement and University policy. Written responses shall be forwarded to the departmental faculty contact person within forty (40) working days.

23.§4.2.1 Western and the Chapter shall have the right to an extension of ten (10) working days for review of a policy document upon written notification to the department.

23.§5 MODIFICATION. Departmental faculty have the right to review Department Policy Statements periodically and to modify them. Once each academic year, the department chairperson may request a faculty review of some or all sections of the Department Policy Statement.

23.§6 CONSIDERATION. Western shall give serious and timely consideration to recommendations made by the faculty in accordance with this article. Any policy that is not responded to by Western within forty (40) working days shall automatically stand approved for one (1) year.

ARTICLE 24
FACULTY SENATE

24.§1 STATEMENT OF PRINCIPLE. Western and the Chapter agree that the right of the WMU Faculty Senate to freedom of debate and communication shall not impinge on the rights of the duly elected exclusive bargaining agent for the faculty, nor upon the rights of the University as employer.

24.§1.1 Neither the Chapter nor Western shall be bound by any discussion, communication, nor recommendation from the Faculty Senate.

24.§1.2 Any Faculty Senate recommendation received unilaterally either by Western or the Chapter shall be copied and sent in a timely fashion to the other party.

24.§1.3 Neither the Chapter nor Western shall implement unilaterally a Faculty Senate recommendation on any matter within the permissible scope of collective bargaining under Michigan statute or under the terms of the Agreement between Western and the Chapter.

24.§1.4 In case of a dispute between the Chapter and Western as to the bargainability of any Faculty Senate recommendation, either the Chapter or Western may appeal to the Bureau of Employment Relations (BER), State of Michigan, for a ruling, and the Chapter may file a grievance under the existing contract grievance procedures on the issue of bargainability. The Chapter may file a grievance under the existing contract grievance procedures on Western's compliance with the terms of this Agreement.

ARTICLE 25
LAYOFF AND RECALL

25.§1 PREAMBLE. Western and the AAUP recognize that a diverse and multifaceted professionally-qualified faculty represent a major asset. Western reaffirms its concern for the lives and careers of its faculty and its students. It agrees to this article to provide for a fair and orderly procedure for layoff of faculty should such occur. The Chapter acknowledges that layoffs may be effected under the procedures called for in this article. Western and the Chapter agree that layoff of faculty is a very serious step for a University to take.

25.§2 DEFINITION. Layoff shall be defined as the cessation of the active employment of any appointment.

25.§2.1 Layoff may take place in the following circumstances:

25.§2.1.1 When Western deems it prudent and appropriate to curtail, modify or eliminate programs, services, offerings, or courses of instruction; or

25.§2.1.2 When a *bona fide* financial crisis exists.

25.§2.2 Laid-off persons have certain specific rights: these rights are specified in this article and are different from the rights of active employees, employees on leave, and employees who are terminated.

25.§2.3 Leaves of absence, the termination of faculty members on temporary and term appointments when those appointments expire, the termination of faculty members on probationary tenure-track appointments for reasons of inadequate performance, and the dismissal of any faculty member for cause constitute examples (not all-inclusive) of the termination, cessation, or interruption of active employment for reasons other than layoff that are not subject to the provisions of this article.

25.§3 <u>ORDER OF LAYOFF</u>. After Western has given the sixty- (60) day notice referred to in 25.§4.1 of this article, the Chapter and the affected departments or similar units shall have an opportunity to recommend alternatives to such anticipated action, and, if a financial crisis layoff is anticipated, Western agrees to consult with the Chapter, upon request, during the 60-day period, regarding the financial crisis. Western agrees to give serious consideration to recommendations of alternatives. Alternatives to layoff of individual faculty members may include, but are not limited to: early retirement per Article 35, Retirement, or reduced load per Article 35.§5; reassignment of faculty, not limited to reassignment of specific individuals subject to layoff; alternate academic-year appointments; continuing education courses up to a full workload; and shared load in another program.

25.§3.1 Consistent with the operating needs of the level of organization of the University deemed appropriate by Western for layoff, Western, after such consultation as is provided for herein, shall lay off employees holding the positions subject to layoff at such level of organization. The decision of Western to implement layoff and the determination of the level of organization at which layoff will take place shall be ratified by the Board of Trustees prior to the issuing of layoff notices to individual faculty members. Layoffs shall be in the following order, subject to the ability of those remaining faculty members, if any, to adequately perform all remaining work responsibilities assigned to that college, department, unit, program, area of other level or organization:

25.§3.1.1 Faculty members on part-time temporary appointment and other non-bargaining unit faculty (excluding chairpersons) and graduate assistants;

25.§3.1.2 Bargaining unit faculty members on proportional term appointment;

25.§3.1.3 Bargaining unit faculty members on term appointment.

25.§3.1.4 Non-tenured bargaining unit faculty members on tenure-track appointment in inverse order of continuous service with the University.

25.§3.1.5 Tenured bargaining unit faculty members in inverse order of continuous service with the University.

25.§3.1.6 When two or more faculty members in 25.§3.1.4 or 25.§3.1.5 above have the same length of continuous service, the faculty member with the lesser rank shall be first to be laid off.

25.§3.1.7 When two or more faculty members in 25.§3.1.4 or 25.§3.1.5 above have the same length of continuous service and the same rank, the department chairperson or similar officer shall determine which shall be the first to be laid off based on the operating needs of the department or similar unit. This decision shall not be grievable.

25.§3.2 For purposes of determining continuous service of employees, prior service at the University on a full- or part-time temporary, term, term/temporary, or tenure-track faculty appointment, without interruption of employment, shall be counted.

25.§3.3 In the case of a potential layoff of a bargaining unit faculty member serving in a position at a level of organization below the level of an academic department or comparable unit (hereinafter "academic department") who has seniority in the academic department (as determined by application of 25.§3.1 and 25.§3.2 to the academic department), the procedure is to be as follows:

25.§3.3.1 Western shall give consideration to the retention of such faculty member in such academic department. Such consideration shall consist of the judgment of Western with respect to the present ability of such faculty member to perform the required professional obligations of a position remaining in the academic department after the layoff(s). Upon timely request by the department, made during the 60-day notice period, Western shall consult with the department or similar academic unit during the 60-day notice period regarding the retention of such faculty members in the academic department.

25.§3.3.2 With due regard for the operating needs of the academic department, the criteria for consideration for retention pursuant to 25.§3.3, as appropriate, may include, but shall not be limited to, demonstrated mastery of subject matter, teaching experience, professional experience, research, and University service.

25.§3.3.3 If Western, pursuant to the provisions of 25.§3.3, makes a determination in favor of the retention of a faculty member having seniority, the following procedure shall apply: where practical, the most junior faculty member in the department performing a professional obligation which, in the judgment of Western, a faculty member having seniority has the present ability to perform shall be subject to layoff.

25.§3.3.4 Review in the grievance procedure of the provisions of 25.§3.3 shall be limited to the procedural issue of whether consideration for retention was given. Such issue may be processed as a Type B grievance through Step Two only.

25.§4 NOTICE.

25.§4.1 *60-day Notice:* Following the decision respecting the level of organization of the University appropriate for layoff, and prior to the issuance of individual layoff notices, Western shall inform, in writing, the Chapter, the college, the department or other unit, and the faculty members likely to be affected, of the level of organization at which layoff will occur and of the reason(s) for the layoff(s). Such notification shall be provided at least 60 calendar days prior to the issuance of layoff notices to individual faculty members.

25.§4.1.1 After the 60-day Notice, upon request, Western shall consult with the Chapter, the affected unit(s), and faculty members regarding the layoff(s) and provide them with all available data relating to such layoff(s).

25.§4.2 *Individual Notice.* Western will issue written layoff notices to those faculty members subject to layoff in advance of the effective date of their layoffs. Where circumstances permit, the following notice shall be provided:

25.§4.2.1 For faculty members on a term appointment: at least sixty (60) calendar days notice if the effective date of layoff occurs within the term of their appointment.

25.§4.2.2 For non-tenured faculty with three (3) years of service or less on a tenure-track appointment: at least four (4) months notice of layoff.

25.§4.2.3 For tenured faculty and faculty members on a tenure-track appointment with more than three (3) years of service: at least twelve (12) months notice of layoff.

25.§4.3 *Certified Notice.* Notice of layoff shall be sent by certified mail and shall contain a statement of the reasons for layoff. If notice of layoff is less than the notice provided for in 25.§4.2, the reasons for the shorter notice shall also be provided. A copy of the notice shall be sent to the Chapter.

25.§4.3.1 When circumstances do not permit layoff notice as specified above, the faculty member shall receive pay in lieu of notice for the time remaining in the layoff notice period had notice been given as specified above.

25.§5 SPECIAL CONSIDERATION

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25.§5.1 *Principle.* Prior to the effective date of layoff and for a period of two (2) years following the effective date of layoff and three (3) years in the case of laid-off faculty who held tenure at the time of layoff, Western shall give special consideration for placement within the bargaining unit at the University to a faculty member who has been notified of pending layoff, or who has been laid off, provided that a suitable vacant position is available for which Western deems the faculty member qualified.

25.§5.2 *Procedure.* The procedure for special consideration shall be as follows:

25.§5.2.1 Western will periodically notify each faculty member who is entitled to special consideration as provided in this section of vacant bargaining unit faculty positions. To facilitate communication concerning this notification of vacancies, it shall be the faculty member's responsibility to ensure that the Office of the Provost and Human Resources office records reflect the faculty member's current address. Western's obligation to notify of vacancies under this provision shall be satisfied by sending a certified letter to the last address of record.

25.§5.2.2 A faculty member entitled to special consideration shall have the right to apply for any vacant bargaining unit faculty position for which the faculty member believes himself/herself to be qualified.

25.§5.2.3 Special consideration shall be defined as meaning that applications submitted by faculty members entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, a faculty member must submit the application in a timely manner and must specify in the application that the application is being submitted in accordance with the special consideration procedure.

25.§5.2.4 Review in the grievance procedure of the provisions of 25.§5.1 and 25.§5.2 shall be limited to the procedural issues of: (1) whether notice of vacancies was given as provided; and (2) whether "special consideration" was given. Issue (2) may be processed as a Type B grievance through Step Two only.

25.§5.2.5 A faculty member who is hired under the special consideration procedure shall be hired with the salary, rank and appointment type of the vacant position for which he/she applied. This will not necessarily be the same salary, rank and appointment type previously held by the faculty member.

25.§5.2.6 In addition to the above, a faculty member who has been notified of pending layoff, or a faculty member who has been laid off, may apply for any vacant position in the University for which he/she considers himself/herself qualified and will be considered for the position by Western on the same basis as any internal applicant for a vacant position. If the faculty member is hired, the salary and other terms of employment shall be those of the vacant position, which will probably differ from those of the previous position.

25.§5.2.7 A faculty member who accepts employment under this section shall have no further rights under this section, but shall retain any rights he/she would otherwise have under 25.§6 following.

25.§6 RECALL.

25.§6.1 *Process.* Recall offers pursuant to this section shall be made to eligible persons in inverse order of layoff.

25.§6.1.1 Western shall not add full-time faculty members in a department or similar unit in which a layoff is effective until such time as all persons eligible for recall in that department or similar unit have been offered such a recall, subject to the ability of those eligible for recall to adequately perform the teaching and other work responsibilities assigned to the department or similar unit.

25.§6.1.2 For a period of two (2) years following layoff and three (3) years in the case of laid-off faculty who held tenure at the time of layoff, a faculty member removed as a result of layoff shall be recalled to the same position from which he/she was laid off should an opportunity for such recall arise. This offer shall be made prior to any announcement or notice of a vacancy. The term "same position" shall mean a position in the same department or unit equivalent in its content, duties, responsibilities, requirements, and obligations to that held by the employee at the time of layoff.

25.§6.1.3 To facilitate communication concerning recall, it shall be the faculty member's responsibility to ensure that the Office of the Provost and Human Resources office records reflect the faculty member's current address. Western's obligation to recall a laid-off person shall be satisfied by sending a certified letter to the last address of record.

25.§6.1.4 Any such recall offer must be accepted within thirty (30) working days of the date the offer is sent, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such recall offer is not accepted within said thirty (30) days, the faculty member shall be deemed to have refused recall and to have no further rights arising out of past employment at the University.

25.§7 FACULTY RIGHTS.

25.§7.1 *On Recall.* In the event a recall offer under 25.§6 is accepted, the faculty member, upon commencement of active employment, shall receive the following benefits:

25.§7.1.1 Incremented base salary as if employment had been continuous.

25.§7.1.2 The same rank and appointment status held before layoff.

25.§7.1.3 The same continuous service (seniority) for purposes of layoff as held on the date of layoff.

25.§7.1.4 Years of service for promotion and tenure decisions as held upon date of layoff.

25.§7.1.5 Sick-leave accruals as held on the date of layoff.

25.§7.2 *On Layoff.* A person on layoff status whose recall rights as provided herein have not expired, shall have the right: (1) to purchase, through Western, insurance coverage identical to that offered other bargaining unit faculty at group rates, but with the full cost paid by the laid-off person; and (2) to file timely grievances in accordance with the provisions of this Agreement.

25.§7.3 *On Notification.* On a annual basis, Western will provide the Chapter with a list of faculty members to whom the provisions of this section apply. The Chapter shall be provided with a copy of any recall offers made pursuant to provisions of this section.

25.§8 GRIEVANCES. Review in the grievance procedure of the provisions of this article shall be limited to issues of whether contractual procedures have been followed. The decision of Western to implement layoff and its determination of the level of organization at which layoff will take place are not grievable.

ARTICLE 26
SABBATICAL LEAVE POLICY

The primary purpose of a sabbatical leave is to encourage and promote the professional growth of the faculty and to enhance their scholarly and teaching effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty to undertake specific, planned activities involving study, research, scholarship, and creative work of mutual benefit to the faculty member and the University.

26.§1 ELIGIBILITY FOR SABBATICAL LEAVE.

26.§1.1 *Service.* A sabbatical leave may be granted in the seventh year of service or thereafter to any tenured faculty member at Western after six (6) years of service at the institution. Such leave shall not be awarded to the same person more than once in every seven (7) years, and sabbatical leave time shall not be cumulative. For proportional appointment tenured faculty, the sabbatical leave shall be at the same FTE proportion as the faculty member's appointment. The granting of a sabbatical leave shall be without distinction as to rank, department or college affiliation, full-time or proportional status, or total years of service at Western.

26.§1.2 *Leave of Absence.* One (1) year in any six- (6) year period spent on approved leave of absence from Western for purposes of professional growth shall count toward the sabbatical eligibility period.

26.§1.3 *Final Probationary Year.* A bargaining unit faculty member on a tenure-track appointment may, in his/her sixth and final probationary year, apply for a sabbatical leave. In such a case, however, if the sabbatical leave is approved by the provost, the final recommendation shall be submitted to the Board of Trustees at the same time as, and only if, a positive tenure recommendation is made.

26.§2 REQUIREMENTS FOR SABBATICAL LEAVES.

26.§2.1 *Duration.* The sabbatical project shall require a lengthy period of continuous release from normal faculty responsibilities--at least one (1) full semester--and shall not be accomplishable in shorter intervals or with other forms of assistance already available for professional growth (e.g., the Spring or Summer sessions, faculty research grants, assigned or released time, etc.).

26.§2.2 *Finances.* Applicants for sabbatical leaves shall inform Western of other salaries, grants, fellowships, or financial support they expect to receive or do receive during the period of leave. The total funding from such sources and the sabbatical grant from the University shall not exceed the faculty member's salary, research expenses, travel, and relocation costs associated with the leave.

26.§2.3 *Return.* A person granted sabbatical leave shall agree to return to his/her University duties for at least two (2) academic years or the equivalent following the leave. This requirement may be waived in whole or in part at the sole discretion of Western. A faculty member who fails to return to his/her employment at the expiration of his/her sabbatical, shall be deemed to have voluntarily resigned his/her position unless unable to return by reason of injury or illness.

26.§2.4 *Report.* Recipients of sabbatical leaves shall file a written account of their sabbatical activities and accomplishments with their chairperson, their dean, and the

University Sabbatical Leave Committee. Such reports will become a permanent part of the faculty record.

26.§2.5 *Restrictions.* Teaching assignments through Western shall be precluded during the period of the sabbatical.

26.§3 SELECTION PROCESS.

26.§3.1 *Department and College Review*

26.§3.1.1 Each department shall establish and set forth in its Department Policy Statement the procedures and criteria by which department recommendations for sabbatical leaves shall be made. The criteria shall include the proposal's merits: (a) in its own right; (b) for the individual; and (c) for the University; and shall be evaluated according to these criteria and the prospect of success of the sabbatical.

26.§3.1.2 Applications and proposals for sabbatical leave shall be submitted by the faculty member to the department according to established deadlines. The appropriate department committee shall review all applications and proposals and forward its recommendations in priority order to the department chairperson.

26.§3.1.3 The department chairperson shall review all departmental recommendations and forward them to the dean, indicating in each case his/her recommendation on each proposal. The department chairperson shall also submit to the dean a specific written proposal for reallocation of the workloads of faculty members recommended for sabbatical leaves.

26.§3.1.4 It shall be the responsibility of the dean to: (a) review all recommendations received; (b) determine whether the granting of the approved leave(s) would seriously impair the department's effectiveness; and (c) forward to the University Sabbatical Leave Committee all recommendations and proposals received, and his/her recommendations in ranked order of priority, with concurrent notice to each applicant and appropriate department chairperson of his/her recommendation. Notification of the ranking to the faculty member shall not be necessary.

26.§3.2 *The University Sabbatical Leave Committee*

26.§3.2.1 The University Sabbatical Leave Committee shall be a standing committee consisting of one faculty member elected from each college, and one representative of the unaffiliated units, serving staggered three-year terms to assure continuity. The committee shall select its own chairperson. The provost shall be responsible for certification of the committee's membership and convening the first meeting each year.

26.§3.2.2 The committee shall evaluate all proposals forwarded by both departments and deans to assure that they meet established University criteria and that the total number granted in any one year would not adversely affect the institution's academic program. They shall then submit their recommendations to the provost for his/her decision, which shall be forwarded to the Board of Trustees. The number of awards granted shall not be less than a number equal to three percent (3%) of the bargaining unit faculty, provided that the number of proposals acceptable to the University Sabbatical Leave Committee reaches the calculated three percent (3%) figure.

26.§3.2.3 The committee shall inform each applicant whether the committee is or is not recommending that his/her application be approved, with concurrent notice of said decision to the department chairperson and the dean. Appeals to the committee shall be in accordance with procedures developed by the committee. The committee shall not recommend and/or entertain revised proposals which differ from those submitted initially.

26.§3.2.4 The committee shall publish annual reports to the faculty, the provost, and the Chapter on the results of the selection process, and shall keep on file a cumulative record of those reports.

26.§3.2.5 The committee shall be responsible for reviewing and recommending revision of sabbatical leave policies and practices to the provost and the Chapter, who, by their joint approval of any such recommendation, may revise the policy or practice.

26.§3.3 *Calendar*. Applications and proposals must be filed with the department no later than September 15 of the year preceding the fiscal year of the effective leave. Proposals forwarded by the department and the department chairperson shall reach the dean no later than October 1, and the dean's recommendations and proposals shall reach the University Sabbatical Leave Committee no later than October 10; the committee's recommendations shall reach the provost no later than November 10. Final recommendations shall be submitted to the Board of Trustees at its December meeting.

26.§4 <u>FUNDING AND DURATION</u>.

26.§4.1 *Duration Alternatives.* Duration alternatives shall be permissible as follows:

26.§4.1.1 A faculty member may apply for a non-sequential, two-semester sabbatical leave (i.e., Fall followed by Fall, Winter followed by Winter, or Winter followed by Fall). When granted, such leave shall not extend beyond a period of two fiscal years. Such accommodations are rare and shall be approved when these arrangements lessen the disruption of academic programs, or when the nature of the faculty member's proposed sabbatical leave activities is dependent on such alternative arrangements (e.g., to facilitate longitudinal research). When such

arrangements are recommended and forwarded by the dean and approved by the provost, eligibility for a subsequent sabbatical shall be determined from the end of the year in which the final semester of leave occurred. If the leave is awarded, the faculty member shall receive a sabbatical grant of seventy-five percent (75%) of his/her base salary for the period of the sabbatical.

26.§4.1.2 A faculty member shall have the option of taking a one-(1) semester sabbatical leave and receive a sabbatical grant of one hundred percent (100%) of his/her base salary in lieu of a two- (2) semester sabbatical leave of either a sequential or non-sequential type. When a one-semester sabbatical is approved, teaching assignments through Western during the Spring/Summer sessions preceding a Fall semester sabbatical or the Spring/Summer sessions following a Winter semester sabbatical shall be precluded. If awarded, eligibility for a subsequent sabbatical leave shall be determined from the end of the academic year in which the one-semester sabbatical leave was taken.

26.§4.2 *Sabbatical Delay*. The effective date of an approved sabbatical may be delayed for one (1) year if the contracted arrangements with an external agency necessary for the successful completion of the sabbatical are canceled or political strife, natural disaster, or economic disruption endangers the safety and well-being of the faculty member at the approved sabbatical site. Requests for such delays must include proposed options to the approved sabbatical and recommendations to minimize the disruption of academic programs. Such delays require the approval of the department chairperson, the college dean, and the provost, as well as the Board of Trustees.

26.§5 SABBATICAL LEAVE REPLACEMENT FUND. Western shall allocate at least one hundred thousand dollars ($100,000) to the Sabbatical Leave Replacement Fund for each year of this Agreement to supplement, but not supplant, salary residuals of faculty on sabbatical leave. Any unused portion in the fund at the close of the fiscal year shall be made available for allocation in the next fiscal year.

26.§5.1 Western shall prepare and distribute to the Chapter an annual report setting forth the distribution of the sabbatical leave replacement funds to the colleges.

ARTICLE 27
LEAVES OF ABSENCE

27.§1 ANNUAL LEAVE.

27.§1.1 *Accrual.* Western shall provide annual leave to those bargaining unit faculty on full-time fiscal-year appointments according to the following schedule:

Length of Service	Accrual Rate/Year	Maximum Accrual
0-5 years (0-60 months)	20 days (160 hours)	30 days (240 hours)
6-10 years (61-120 months)	22 days (176 hours)	30 days (240 hours)
11-20 years (121-240 months)	24 days (192 hours)	30 days (240 hours)
20 or more years (241 or more months)	25 days (200 hours)	30 days (240 hours)

Exceptions to this may be made only by approval of the Vice President for Business and Finance.

27.§1.2 *Use of Annual Leave.* The following conditions will obtain relative to the faculty member's use of accrued annual leave or Western's payment thereof to survivors.

27.§1.2.1 Use of Leave. Faculty who retire, who resign their employment, or who transfer from a fiscal-year to an academic-year position are expected to use all of their accrued annual leave prior to the effective date of retirement, resignation, or transfer.

27.§1.2.2 Pay Off. In the event that circumstances associated with this position change preclude such usage, faculty shall, at the time of such retirement, resignation, or transfer, be compensated for their accrued annual leave. The department chairpersons shall determine, in consultation with the faculty member, the amount of accrued annual leave that may be paid off in lieu of annual leave wages.

27.§1.2.3 Survivor. The surviving spouse or estate of any faculty member who dies shall be paid for all annual leave accrued up to a maximum of two hundred forty (240) hours.

27.§1.2.4 Termination. Bargaining unit faculty terminated for any reason will be compensated for their accrued annual leave. Bargaining unit faculty, any time after being laid off, may elect to be compensated for their accrued annual leave.

27.§2 FAMILY AND MEDICAL LEAVE ACT ("FMLA"). The provisions of 27.§2 are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act will prevail. The FMLA provisions do not impair any rights granted under other sections of Article 27, Leaves of Absence, or other provisions of this Agreement.

27.§2.1 *Eligibility.* A bargaining unit member is eligible, effective September 6, 1993, for a FMLA leave if he/she has been employed by WMU for at least the equivalent of one academic year during the prior twelve (12) months and at least 1200 hours (150 days) during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences, whichever comes first.

27.§2.2 *Purpose.* An eligible bargaining unit member, upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

27.§2.2.1 for the birth of a son or daughter of the member and to care for such child;

27.§2.2.2 for the placement of a child with the member for adoption or foster care;

27.§2.2.3 to care for a spouse, child, or parent of the member or a member's spouse if the former has a serious health condition; or

27.§2.2.4 because of a serious health condition of the member which renders him/her unable to perform the functions of the member's position. In this situation, the bargaining unit member is granted up to a maximum of two hundred (200) working days of paid sick leave for academic-year faculty and two hundred sixty working days (260) for fiscal-year faculty, in lieu of the unpaid FMLA leave, under the provisions of 27.§7.1.1 and 27.§7.1.2 of this article.

27.§2.3 *Benefits.* The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced, provided, however, that nothing in this sentence shall be construed to entitle any bargaining unit member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave, or to any right, benefit, or position other than that to which the member would have been entitled had the member not taken the leave.

27.§2.4 *Return to Position.* Bargaining unit members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If an equivalent position is provided, the bargaining unit member will be restored to the original position in a timely manner.

27.§2.5 *Health Benefits.* During the period of a FMLA leave, Western shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions of the coverage that would have been provided if the member had continued in employment for the duration of the leave. Western shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under 27.§7.2, Use of Sick-leave Credit, of this article, or other circumstances beyond the member's control. In this situation, Western may require certification of inability to return to work as specified and allowed by the FMLA.

27.§2.6 *Annual Leave.* If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse or child who has a serious health condition, the bargaining unit member is first required to exhaust any available paid annual leave and necessity leave as a part of the twelve weeks of FMLA-provided unpaid leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

27.§2.7 *Birth Year.* An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve- (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month "birth year." For example, a bargaining unit member who requests a leave at the start of the eleventh month [of the twelve (12) month birth year counted from the date of birth or placement] is entitled to only eight (8) workweeks of unpaid leave (months 11 and 12). Upon request of the bargaining unit member and the recommendation of the department, the dean may approve an unpaid leave, as specified in this article, to immediately follow the FMLA leave.

27.§2.8 *Spouses Employed.* Spouses, both of whom are employed by Western, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve- (12) month period for the birth/care of their child, placement of the child for adoption or foster care, or for the care of a parent with a serious health condition. However, each bargaining unit member may use up to twelve (12) workweeks of unpaid leave during any twelve- (12) month period to care for her/his child or spouse who is suffering from a serious health condition.

27.§2.9 *Notification of Birth.* An eligible bargaining unit member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care must notify, in writing, the 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.

27.§2.10 *Notification of Medical Treatment.* An eligible bargaining unit member who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, child, or parent, should notify, in writing, the appropriate department chairperson and dean as early as possible so that the absence can be scheduled at a time least disruptive to the University operations. Such a member must also give at least thirty (30) calendar days written notice unless impractical, in which case the bargaining unit member must provide a written notice as circumstances permit.

27.§2.11 *Health Provider's Statement.* If the requested leave is to care for a spouse, child, or parent who has a serious health condition, the bargaining unit member may be required to file with Western in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the member is needed for such care.

27.§2.12 *Alternative Assignment.* Under normal circumstances, a class should be conducted from beginning to end by a single instructor. Leaves taken under this article have the potential of disrupting classes, since the classes will be taught by more than one instructor. In order to keep this disruption to a minimum, Western may deem it wise not to return the faculty member to the classroom for the conclusion of the semester in which a leave is taken. In these cases Western may require the faculty member to transfer temporarily to an alternative position, offered by Western, for which the member is qualified and which has equivalent pay and benefits.

27.§2.13 *Intermittent Leave.* A leave taken under 27.§2.2.1 or 27.§2.2.2 above shall not be taken intermittently or on a reduced leave schedule unless Western and the bargaining unit member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken may be taken intermittently or on a reduced leave schedule when medically necessary, provided, however, that where such leave is foreseeable based upon planned medical treatment, Western may require the member to transfer temporarily to an available alternative position offered by Western for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the member's regular position.

27.§2.14 *Inform Western.* 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.

27.§2.15 *Opinion Verification.* In any case in which Western has reason to doubt the validity of the health care provider's statement or certification for leaves taken under 27.§2.2.4, Western may, at its expense, require a second opinion. If the second opinion differs from the first, a third opinion from a health provider mutually acceptable to Western and the Chapter will be provided at Western's expense. The opinion of the third health provider will be final.

27.§3 LEAVE OF ABSENCE WITHOUT PAY. When unpaid leaves are granted, Western shall notify the faculty member, in writing, of all conditions of the unpaid leave. An unpaid leave of at least one year shall not be counted as a year in a probationary faculty member's probationary period and shall not be counted as a year in rank for promotion if approved with these provisions by Western. It shall be counted as a year of service as defined in provisions of this Agreement related to layoff and retirement. The faculty member shall receive no compensation from Western during the unpaid leave, but may maintain his/her health, life, retirement contributions, and disability insurance as defined in this Agreement at his/her own expense. Faculty members on leave of absence without pay will not accumulate sick-leave credit during such leave. If a request for leave is rejected, Western will notify the faculty member, in writing, of the reasons for rejection.

27.§3.1 *Personal Leave.* A faculty member granted an unpaid leave for personal reasons shall not be entitled to a salary increment during the leave period.

27.§3.2 *Professional Leave.* A faculty member granted an unpaid leave for the purposes of research, advanced study, or other professional development activities shall, upon return to duty, be entitled to the same salary increment that would have been awarded if he/she had been on regular duty during the period of the leave. Such leave time may, upon departmental recommendation and the mutual agreement of Western and the faculty member, be counted toward length of service in rank under the qualifying criteria for promotion and/or (where applicable) toward the completion of his/her probationary period, in either instance said time not to exceed one (1) year.

27.§3.3 *Employee Status.* A faculty member on approved leave shall continue to be deemed an employee of Western. A faculty member who fails to return to his/her employment at the expiration of a leave shall be deemed to have voluntarily resigned his/her position unless unable to return by reason of injury or illness.

27.§4 LEAVE FOR COURT-REQUIRED SERVICE. A faculty member who, during an academic period during which he/she is scheduled to work, is summoned and reports for jury duty or is subpoenaed as a witness in a legal action to which he/she is not a party shall immediately notify the department chairperson of this obligation. Such faculty member shall be paid the difference between his/her regular rate of pay and the amount received for serving as a juror or witness. The foregoing provision shall not apply if the faculty member is a plaintiff or is voluntarily testifying for the plaintiff against the University in a legal action. A faculty member serving jury duty or as a subpoenaed witness is expected to report for regular University duty when his/her attendance at court is not required.

27.§5 FUNERAL LEAVE. Western shall grant bargaining unit members up to, but not to exceed, five (5) consecutive University working days of funeral leave with pay to make arrangements for, and to attend, the funeral of a member of his/her immediate family. The immediate family is defined by University policy to include current spouse and the faculty member's and his/her current spouse's children, parents, grandparents, grandchildren, brothers, or sisters. Request for funeral leave shall be made to the appropriate administrator. If funeral

attendance requires extensive travel or involves unusual circumstances, the faculty member may request additional unpaid leave from the department chairperson.

27.§6 MILITARY LEAVE.

27.§6.1 *Military Service.* The reinstatement of rights of any regular faculty member who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

27.§6.2 *Annual Military Duty.* A faculty member who is ordered to active duty during an academic period in which he/she is scheduled to work, upon his/her written request, shall be granted a military leave of absence, normally not to exceed fifteen (15) working days in any fiscal year (July 1 through June 30), to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service. Such leave shall be credited as continuous service with the University. The faculty member shall be paid the difference between his/her regular rate of pay and the amount received for military duty.

27.§7 SICK LEAVE.

27.§7.1 *Sick-leave Credit.* Paid sick leave will be credited to the following categories of faculty as hereinafter specified:

27.§7.1.1 Full-time, Fiscal-year Faculty. All full-time, fiscal-year faculty members will be credited with available sick-leave benefits on the basis of one-half (1/2) working day for each completed pay period of service or major fraction thereof up to a maximum of two hundred sixty (260) days, provided that the accumulation for any fiscal year shall not exceed thirteen (13) days nor shall the total accumulation of unused sick leave exceed two hundred sixty (260) days.

27.§7.1.2 Full-time Academic-Year Faculty. Sick leave for full-time academic-year faculty shall be credited on the basis of five (5) days per semester (Fall and Winter) and two and one-half (2½) days per session (Spring and Summer). Credit for sick leave will be granted at the start of each semester or session. Sick leave will be permitted to accumulate to a maximum of thirteen (13) days per fiscal year but not to exceed a total of two hundred (200) days.

27.§7.1.3 Proportional Appointment. All regular Board-appointed faculty with a proportional appointment shall be credited with sick-leave benefits in proportion to the time worked relative to full-time teaching load.

27.§7.1.4 Accumulation of Credits While Absent due to Illness. Bargaining unit faculty members entitled to the accumulation of sick-leave credits under this article will continue to accrue one-half (½) day thereof per pay period as long as they are on the active payroll even though they are absent from duty because of illness or injury.

27.§7.2 *Use of Sick-leave Credit.* Sick leave may be used in any period of the year in which a faculty member is on the active payroll and is scheduled to work, but only for the number of days the faculty member is scheduled to receive remuneration, subject to the following provisions:

27.§7.2.1 A faculty member on fiscal-year appointment may not use more than two hundred sixty (260) accumulated sick-leave days during any fiscal year (July 1 through June 30).

27.§7.2.2 A faculty member on academic-year appointment may not use more than two hundred (200) accumulated sick-leave days during any fiscal year (July 1, through June 30).

27.§7.2.3 All absences of the teaching faculty due to illness or injury of one (1) day or more will be debited against the faculty member's accumulated bank of sick leave, regardless of whether his/her department absorbs his/her workload or the University provides a substitute. The declaration of sick leave shall be made by the day, and such deduction shall be made on the basis of availability for work to the University and not time scheduled for classes.

27.§7.2.4 Nothing in this article shall be interpreted to mean that all absences of bargaining unit members due to illness, injury, or medical treatment shall not be debited against the faculty member's sick-leave bank based upon the accumulated time of absence during the relevant pay period.

27.§7.2.5 Brief absences due to medical or health care appointments shall not be debited against the faculty member's sick-leave bank unless they conflict with regularly-scheduled work assignments (e.g., teaching; reference desk shifts; counseling appointments).

27.§7.2.6 Bargaining unit faculty shall be permitted to use sick leave for an immediate family member's illness and doctor or dentist appointments, for up to five (5) days per year for academic-year faculty and eight (8) days for fiscal-year faculty, and provided that the family member resides in the household of the bargaining unit member. "Immediate family" is defined as the bargaining unit member's spouse and the employee's or current spouse's children, mother, or father. Sick-leave usage can, at no time, exceed an individual's accumulated balance.

27.§7.2.7 Bargaining unit faculty shall be permitted to use sick leave for up to thirty (30) days in a rolling year (in addition to the twelve weeks of unpaid FMLA described in 27.§2.2): (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; or (c) to care for a spouse, child, or parent who has a serious health condition and who resides in the same household as the member.

27.§7.2.7.1 The residency in the same household requirement in 27.§7.2.7 shall be waived in the case of a parent, or a child under the age of 19.

27.§7.2.7.2 Bargaining unit faculty, in their first two years, after exhausting any available sick leave and necessity leave, may, upon recommendation of the chairperson and approval of the dean, be granted up to an additional ten (10) days of paid leave for the purposes specified in 27.§7.2.7.

27.§7.2.8 If a faculty member elects to use sick leave while off duty because of a compensable injury and receives his/her full salary, part of the sick-leave credit may be regained by depositing his/her Workers' Compensation check with the University. Sick-leave credit will be computed by dividing the total of Workers' Compensation payments by the faculty member's rate of pay per day.

27.§7.2.9 Western reserves the right to request a physician's statement or sworn affidavit that the claim for sick leave is *bona fide* as a condition precedent to the allowance of paid sick leave.

27.§7.2.10 A bargaining unit member returning from a medical leave of absence of any kind in excess of ten (10) consecutive working days, except for court-required services leaves, funeral leaves, and personal leaves, may be required to furnish a physician's statement as to his/her condition, if Western has reasonable grounds to believe the bargaining unit member may have a medical problem. If medically determined (using the provisions in 27.§2.15) that the member's condition would interfere with performance of his/her regularly assigned duties, or if the duties might result in aggravating the member's condition, reasonable restrictions may be placed on the resumption of duties or may result in the alteration of the bargaining unit member's duties.

27.§7.2.11 When a bargaining unit member has used all of his/her sick-leave credit, he/she will be removed from the payroll until he/she returns to duty.

27.§7.2.12 When bargaining unit faculty members agree to teach classes for colleagues who are using funeral leave or sick leave and who are having their accumulated sick-leave bank debited for such leave, they (the bargaining unit faculty teaching) shall be paid at least sixty dollars ($60.00) for each fifty- (50)

minute class period. Substitute appointments shall be the responsibility of the chairperson/director after receiving timely notification by the affected faculty member.

27.§7.3 *Pregnancy and Childbirth Leave.* Absences due to illness or disability associated with pregnancy or childbirth shall be treated by Western in the same way as absences due to illness or disability for other reasons.

27.§7.4 *Modified Duties Assignment for Childbearing and Child Care.*

27.§7.4.1 Upon the request of the bargaining unit faculty member, and with prior approval, a member of the bargaining unit who has primary responsibility for the care of an infant for the period before and/or immediately following birth of a child or adoption of a child under age five, may be granted a semester of reduced duties in order that the parent can prepare and/or care for the infant or child.

27.§7.4.2 The duration of the modified duties assignment may not exceed one semester, including the anticipated short-term disability leave for pregnancy, childbirth, and recovery therefrom, and should normally coincide with the beginning and ending dates of the semester. Whenever possible, requests for modified duties status should be submitted, in writing, to the chairperson and dean at least two months prior to the start of the requested leave, and must include a certified statement by the bargaining unit member certifying that he/she is assuming primary responsibility for the care of an infant or child.

27.§7.4.3 A modified duties assignment may take two forms. For a modified duties assignment in which the equivalent of a full workload is performed, e.g., an alternate-year position, no adjustment in compensation or future assignments may be required. For a modified duties assignment in which a reduced workload is arranged, some adjustment in compensation and/or in-load teaching or other assignments as described in 27.§7.4.5 below, will be required. It is the responsibility of the bargaining unit member to work with the chairperson and/or dean to develop an acceptable modified duties plan. Conditions and responsibilities of the modified leave status must be approved by the provost or his/her designee.

27.§7.4.4 During that portion of the semester that they are not away on disability leave, bargaining unit members on modified duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the chairperson or dean.

27.§7.4.5 Bargaining unit members on grant/contract appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.

27.§7.4.6 If, in the opinion of a bargaining unit member and the Chapter, the bargaining unit member improperly has been denied modified duties, a grievance may be filed for the purpose of requesting a reconsideration.

27.§8 NECESSITY LEAVE. In case of a personal necessity, a faculty member shall, with the approval of the department chairperson, receive a short-term leave with full compensation of up to five (5) calendar days, excluding Saturdays, Sundays, and University-recognized holidays. This leave is available on an annual basis and is noncumulative.

27.§9 LEAVE OF ABSENCE FOR POLITICAL OFFICE. In the event a faculty member decides to become a candidate for public office, it is professional courtesy that the faculty member inform the department chairperson or director of this intention. In the case of a candidacy for any office, the faculty member shall either continue to perform all duties, or take a leave of absence without pay. The faculty member shall inform the department chairperson or director and appropriate departmental committee in the event of his/her election to a full-time public office, and the faculty member shall request a leave of absence without pay. No such leave of absence shall be extended beyond two (2) years. In the case of a part-time office, such as membership on city councils, school boards, boards of supervisors, etc., a leave of absence may not be required.

ARTICLE 28
ACCOMMODATION FOR DISABILITY

28.§1 DEFINITION. The Americans with Disabilities Act (ADA) extends civil rights protection in hiring, promotion, and other terms of employment by barring discrimination against an individual because of a disability, perceived disability, a record of a disability, or a relationship to someone with a disability. Companion state legislation is defined in the Michigan Handicappers Civil Rights Act, and the provisions in both pieces of legislation pertain to Western.

28.§1.1 An employee with a disability, which is defined as a physical or mental impairment which substantially limits one or more of the major life activities, is protected by the ADA if he/she is otherwise qualified for the position at issue and is able to perform the essential functions of that position with or without accommodation. With certain exceptions defined by law, such an employee is entitled to reasonable accommodation of any disability.

28.§1.2 On the basis of the ADA, an identified disability is a physical or mental impairment which substantially limits one or more of the major life activities. The act provides for reasonable accommodation or change in work environment, without imposing undue hardship on the institution or threatening the safety of co-workers, but which will allow an otherwise qualified individual to perform the essential functions of the position. The individual must be qualified to perform the essential or fundamental

functions, as opposed to marginal duties, associated with the position and to be able to perform such functions with or without a reasonable accommodation.

28.§2 PROCEDURE. The University will establish both a procedure and a process for reviewing requests and awarding appropriate accommodations to bargaining unit members with an identified disability under this law. These procedures include periods of review which are intended to establish a timely process, but given the nature of the requests and complexity of medical matters, both parties agree to extend the time limits based upon a reasonable request by the other party.

28.§2.1 The University will identify an ADA officer and appoint a review committee of five (5) persons which shall include representatives from the offices of: 1) the General Counsel; 2) the Health Center; 3) the Provost; 4) Human Resources; and 5) the relevant college or other administrative officer.

28.§2.2 The committee members need not be standing members and may vary with the nature of the disability and/or requested accommodation.

28.§2.3 The ADA officer will receive all requests for accommodation by bargaining unit members under this act and will provide or make arrangements for an accommodation or schedule and hold a review meeting to review that request within fourteen (14) calendar days of the receipt of the request.

28.§3 MEDICAL OPINION. If any difference of opinion between the review committee and the bargaining unit member is based upon the nature or interpretation of a medical opinion, Western shall ask for a review by a second health professional as appropriate to the disability. If the second opinion disagrees with the first, a third shall be identified by mutual agreement of the Chapter and the opinion solicited shall be final and binding upon both parties. Such opinions shall not be solicited from an employee or an independent contractor with an established relationship to the University. Such requests and reviews must be completed in a timely manner to meet, as closely as is reasonable, the schedule of the review process. The professional decisions may not be grieved at any time under the grievance process described in this Agreement.

28.§4 REQUEST. A request for accommodation under the ADA law shall include:

28.§4.1 an identification and/or description of the disability supported by a health professional's statement or other proof of disability;

28.§4.2 an assertion of the manner in which the disability interferes with the functions of the position;

28.§4.3 a description of the preferred accommodation; and

28.§4.4 the request shall be identified as a request for an accommodation under the ADA law, must be made within 182 days after the need for accommodation becomes known, shall be presented to the ADA officer as a complete and written document which includes the components in 28.§4.1, 4.2 and 4.3 cited above, and shall be signed by the bargaining unit member.

28.§5 APPEAL. If the bargaining unit member is dissatisfied with the accommodation, he/she may request an appeal conference with the review committee within fifteen (15) working days after the initial decision by that review committee, and the ADA officer shall schedule a review committee meeting within seven (7) working days of the request. After the appeal conference with the committee, the ADA officer shall prepare the final decision rendered by the committee and so notify the bargaining unit member within five days. The decision by the review committee following the appeal shall be considered final and shall not be grieved through the grievance process recognized in this Agreement.

28.§6 TERMINATION FOR DISABILITY. A faculty member may be terminated by Western whenever he/she is unable for a period of two consecutive academic years, by reason of a health disability, to perform satisfactorily, with or without reasonable accommodation, the essential functions of the position for which they were employed or the essential functions of a vacant position for which they are qualified and eligible pursuant to the terms of the collective bargaining Agreement. During this two-year period, Western will consider reassignment and retraining before making a decision to terminate the employee.

28.§6.1 Before a faculty member can be so terminated, he/she must be notified of the action proposed, supplied with a general summary of the evidence of the disability, and offered an opportunity to consult with the administrative officer who proposed to terminate for such a reason. A copy of such notification and general summary shall be sent to the Chapter at that time.

28.§6.2 If, after such consultation, the disability is disputed by the faculty member, he/she shall be given an opportunity to respond fully with all relevant evidence concerning the issue of disability. The faculty member shall have the option of assistance by another faculty member and/or by legal counsel.

28.§6.3 Following consultation and response, and consideration of any first health care provider opinions supplied by the bargaining unit member, if a dispute exists as to whether the bargaining unit member is disabled, Western may require, at the expense of Western, that the bargaining unit member obtain the opinion of a second health care provider, designated or approved by Western.

28.§6.4 In any case where the second opinion so obtained differs from the first opinion originally offered by the bargaining unit member in support of his/her position that he/she is not disabled, then Western may require, at the expense of Western, that the bargaining unit member obtain the opinion of a third health care provider jointly approved by Western and the Chapter. The opinion of the third health care provider shall state

whether or not the bargaining unit member is disabled under the standard outlined above, and the opinion shall be final and binding on Western, the Chapter, and the bargaining unit member, and shall not be subject to the grievance procedure.

ARTICLE 29
ADDITIONAL EMPLOYMENT

29.§1 PRINCIPLE. The faculty member's primary professional responsibility is to perform satisfactorily all of his/her University duties and assignments; therefore, Western expects that no faculty member will engage in any employment or activity that may prevent him/her from fulfilling that obligation.

29.§2 PROFESSIONAL WORK. Professional activities for financial gain such as writing, consultation, research, and artistic activities are desirable when not pursued to the extent that they interfere with the discharge of professional responsibilities and duties required by this Agreement. Faculty members may engage in professionally-relevant employment inside or outside the University without restriction during those academic semesters or sessions in which they are on appointment, provided that:

29.§2.1 The faculty member advises the department chairperson of the employment. Faculty already engaged in any additional employment inside or outside Western shall notify their chairperson as soon as it is practical, but no later than October 1 each year. Faculty who begin employment during the life of this Agreement shall notify their chairperson in advance. If advance notice is not possible, notice to the chairperson shall be given as soon as possible;

29.§2.2 The department chairperson, the dean, or the provost may require the faculty member to cease such employment if it interferes with the normal duties of the faculty member;

29.§2.3 Any and all use of the University's personnel, facilities, services, or equipment in conjunction with a faculty member's additional employment be approved by Western in writing in advance of such use; and

29.§2.4 Arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University.

29.§3 LARGE-SCALE AND UNIVERSITY CONTRACTUAL SERVICE. When the University undertakes to render service to its various constituencies and clients, such service should be on a contractual basis to permit the hiring of additional personnel or the temporary replacement of personnel to balance any loss in needed internal services. Large-scale service to the community, to industry, or to government should be a matter of regular institutional planning and compensation, not outside employment. Thus, any request by a faculty member for approval to contract for large-scale services shall first require a determination that the matter is not a proper

subject for a University contract. The department chairperson and the dean shall meet with the faculty member to review the proposed project. If it is agreed that the proposed project is a proper subject for contractual service, a contract shall be executed between the University and the client for the proposed services, and all fees and reimbursements shall be paid by the client.

29.§3.1 *Private Work.* In the event that the department chairperson, the dean, and the faculty member determine that the proposed project is properly a private one, approval may be granted subject to the following conditions:

29.§3.1.1 That the project shall not interfere with the normal duties of the faculty member;

29.§3.1.2 That there shall be no conflict of interest or promotion of partisan interest;

29.§3.1.3 That the client be informed that the faculty member is acting privately and not as a representative of the institution; that the University is neither liable nor responsible for the performance of the agreement;

29.§3.1.4 That the University's name shall not be used in connection with the project;

29.§3.1.5 That any and all use by the involved faculty member or the client of the University's personnel, facilities, services, or equipment be approved in advance; and

29.§3.1.6 That arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University.

29.§3.2 *Faculty Recourse.* In the event the faculty member disagrees with Western's interpretation as to whether the proposed project is properly a matter of private or contractual service, the faculty member shall have the right to appeal the matter through the grievance procedure set forth herein.

ARTICLE 30
ELECTRONICALLY-PURVEYED INSTRUCTION

30.§1 PRINCIPLE. This article establishes policies, procedures, and compensation guidelines for the preparation, presentation, transmission, or retransmission of electronically-purveyed instruction. A bargaining unit faculty member shall not be required to teach an electronically-purveyed course, but bargaining unit faculty members shall be given preference in the presentation and/or implementation of such courses.

30.§1.1 *Defined.* Electronically-purveyed instruction is defined as a course in which instruction occurs by live television, by cable or direct signal, by telephone lines, fiber optic lines, and/or exists on video tapes, film, laser disk in direct or interactive format.

30.§1.2 *Remuneration.* Payments for the initial preparation, live presentation, and re-use of electronically-purveyed programs shall be made to the instructor, the sponsoring department, and/or others involved in the delivery process. Faculty remuneration will be in the form of overload payments, as stipulated in this article, or reassigned time. If reassigned time is the agreed-upon form of remuneration, it shall be approved by the department chairperson and the college dean.

30.§2 RESPONSIBILITIES AND COMPENSATION.

30.§2.1 *Preparation.* The initial development of a course usually takes place prior to the course offering and may be spread over a year. Responsibilities include, but are not confined to, the following activities:

30.§2.1.1 development and redesign of lesson plans for the course;

30.§2.1.2 development of student materials for the course;

30.§2.1.3 participation in planning meetings with Media Services to adapt lesson plans to electronically-purveyed instruction, and to become familiar with the available equipment, and participation in planning meetings with the Department of Distance Education to develop study guides, teaching aids, and other course materials;

30.§2.1.4 selection of textbooks and support materials, and assistance in clearing copyrights; and

30.§2.1.5 attendance at no more than three (3) sessions on television presentational techniques.

30.§2.2 *Preparation Fee.* A fee shall be paid for the initial preparation, or, on a *pro rata* basis, for a substantial course revision, of an electronically-purveyed course. Such a fee may also be used for the purchase of equipment, software, and travel-related expenses for specialized training, including registration fees at conferences and workshops. The fee will be a minimum of two thousand dollars ($2,000) plus fringes, as decided by the Senate Committee on University Computer Policy, in accordance with their policies. The fee will be paid to the instructors who create and/or teach the course or will be paid to the sponsoring department to provide reassigned time equal to the credit hours of the electronically-purveyed course. The reassigned time may be provided in the semester preceding the semester in which the electronically-purveyed course is scheduled to be taught. The preparation fee will be paid at the end of the semester in which preparation is completed.

30.§2.3 *Presentation.* It is expected that live presentations will be produced in a television classroom with a regularly-scheduled class in attendance and the extent of faculty involvement will vary with the nature of each course. The clock-hour duration of an electronically-purveyed course shall be appropriate for the sites to which the course is delivered. Responsibilities include:

30.§2.3.1 presenting live presentations to campus students for prescribed contact hours;

30.§2.3.2 acknowledging simultaneous presentation to off-campus students via television, and recognition of their presence in the "audience" through planned involvement;

30.§2.3.3 assisting in the development and application of appropriate support, e.g., roll-ins, graphics, computers, telephone, FAX, etc;

30.§2.3.4 conducting pre- and post-class consultation with Media Services production staff;

30.§2.3.5 establishing schedule times for office hours, site visits (if needed), student consultation, testing, grading, course evaluation, and continuous contact with the offices of Media Services and Distance Education.

30.§2.3.6 cooperating in live presentations which are to be recorded for the permanent collection, re-use, and student review.

30.§2.4 *Presentation Fee.* The following payments for instructional services shall be made directly to the instructor who creates and/or teaches the course as authorized by the Department of Distance Education.

30.§2.4.1 Department compensation arrangements will apply as remuneration for the campus courses, if they are part of the faculty member's load, but not if they are part of an overload agreement. In the latter case, the overload salary schedule shall apply.

30.§2.4.2 When an electronically-purveyed, on-campus course is simultaneously televised to off-campus locations, the instructor shall be entitled to the following compensation equivalent to the per-credit rate for: (a) a continuing education overload course; and (b) a one-time payment of a two hundred dollar ($200) production fee pro-rated for courses of less than three (3) hours of credit for the instructor's time to meet with Media Services staff before and after each electronically-purveyed class session and for the added complexity of television teaching.

30.§2.4.3 Instructors shall be entitled to travel reimbursement in accordance with current Continuing Education travel guidelines. In addition to mileage, meals, and lodging, if necessary, faculty shall be entitled to the Continuing Education "energy increment."

30.§2.5 *Re-broadcast of Pre-recorded Videotape.* If, and when, the Department of Distance Education wishes to re-use the course in its entirety, the following will apply.

30.§2.5.1 If an entire previously-recorded course is offered for credit in a subsequent semester, the instructor who created and/or taught the course shall be notified and given first consideration to administer the re-broadcast of this course. If the instructor who created and/or taught the course chooses to administer the re-broadcast, he/she shall be compensated in accordance with 30.§2.4.2.

30.§2.5.2 If the instructor who created and/or taught the course is unable or declines to administer the course, the sponsoring department may, by agreement with the Department of Distance Education, recruit another instructor with appropriate expertise to administer the course, but the instructor who created and/or taught the course shall be paid a royalty of ten percent (10%) of the total tuition received from all students based on the continuing education tuition rate, but not to include course fees.

30.§2.5.3 The instructor administering the course shall receive payment for supervising the delivery of the course, for consulting with the Department of Distance Education, for student consultations, for site visits (when needed), and for testing, grading and course evaluations as described in 30.§2.4.2(a) and §2.4.2(b). In addition, the instructor shall be entitled to travel reimbursement in accordance with 30.§2.4.3 and additional course support in accordance with 30.§2.5.

30.§2.5.4 If the instructor who created and/or taught the course deems the continued use of an electronically-purveyed course to be detrimental to his/her personal or professional reputation, he/she may request that the course be reviewed by the Department of Distance Education for either substantial revision or removal from circulation. If a decision is made to substantially revise a course, the instructor who created and/or taught the course shall have the first right to revise the course. If that instructor declines, or is unable to do so, the Department of Distance Education may offer the course to another instructor for revision. Any royalties paid after revision will be prorated among the involved persons, based on the contribution of each to the revised course.

30.§2.5.5 An instructor may appeal any of the above decisions in 30.§2.5.4 of the Department of Distance Education to a review committee. The committee shall consist of two faculty members appointed by the Chapter and two members

appointed by Western. Members of the review committee should have expertise in either the subject matter of the course or in electronically-purveyed instruction, or both, if possible. The review committee may decide that the course should be deleted from use, substantially revised, or may be used without change. The decision of the committee shall be final and cannot be grieved.

30.§2.5.6 The provisions in 30.§2.5 above also apply to faculty no longer employed by Western.

30.§2.5.7 Live Presentation of a Previously-Developed Course. Whenever the originating on-camera instructor who created and/or taught the course presents the course content live on television, he/she shall be entitled to presentation fees as provided for in 30.§2.4.2.

30.§2.6 *Additional Instructional Costs.* Unanticipated special circumstances may occur which may include, but are not limited to, large enrollments, heavy grading load, numerous site visits, proctoring and/or tutoring, etc., which require additional instructional support. In such situations, supplementary resources may include, but are not limited to, graduate or undergraduate assistance, additional compensation, etc., and these arrangements shall be agreed upon by the chairperson of the sponsoring department, the Department of Distance Education, and the on-camera instructor.

30.§3 OWNERSHIP AND RE-USE OF ELECTRONICALLY-PURVEYED COURSES. Once a course has been prepared, delivered and recorded on videotape, the videotapes of the course shall become the property of Western Michigan University and shall be retained in the University's video collection for not less than three years. If Western proposes not to retain the tapes at the end of three (3) years, they will be offered to the instructor who created them without charge. Once a course has been prepared and delivered on the Internet, the course shall be copyrighted and become the property of the faculty member or of Western Michigan University.

30.§4 SALE OR LEASE. The University shall have the right to sell or lease the video tapes of a course. The ownership of the content of a web-based course, that is, one which is provided exclusively over the Internet, shall be determined case by case and specified in writing. The instructor(s) who created and/or taught the course shall receive a royalty payment of at least ten percent (10%) of the gross sale or lease price.

30.§5 FACULTY RIGHT TO USE. The faculty member who created the course shall have the right to use the tapes or the content of the web-based course for his/her own classroom teaching. Such use will be permitted without charge and without remuneration to the instructor who created and/or taught the course.

30.§6 PERCENTAGE OF COURSE. Individual tapes that constitute less than ten percent (10%) of a course may be used separately by other instructors with the permission of Western and the instructor who created and/or taught the course, but without compensation to the instructor(s) who created and/or taught the course.

30.§7 EFFECTIVE DATE. Any courses taught after January 1, 1992, shall be covered by this Agreement, including preparation which occurred prior to January 1, 1992 for courses taught after January 1, 1992.

30.§8 FACULTY FUND FOR COMPUTER BASED MULTI-MEDIA AND WEB-SUPPORTED COURSES. To encourage a high standard of excellence among members of the faculty at Western Michigan University in support of faculty members who wish to develop computer based multi-media and web-supported courses, a Faculty Fund for Computer Based Multi-Media and Web-Supported Courses has been established. The administration of this fund shall follow policies established by the Senate Committee on University Computer Policy, approved by the President of the Faculty Senate, the President of the University, and the President of the Chapter. The funds shall be administered through the Office of Information Technology. Awards funded by these monies shall be awarded only to bargaining unit faculty. The awards may be used for a combination of equipment and software purchases, a stipend for the developer, and travel for specialized training. All equipment purchased through this grant shall be the property of the University.

30.§8.1 *Allocation*. Western shall allocate funds for the life of this Agreement. Any unused funds shall carry over to the next Agreement.

30.§9 UNIVERSITY STUDY OF ELECTRONICALLY-PURVEYED INSTRUCTION. The President of Western will appoint a committee to study the future of electronically-purveyed instruction at Western. The AAUP and the Faculty Senate will be asked to submit nominations for membership on the committee. Mid-contract amendments to this article and to Article 43, Discoveries, Patents and Copyrights, shall be permitted in the event that the Study Group recommendations are mutually agreed to by Western and the AAUP.

ARTICLE 31
COMPENSATION GUIDELINES

31.§1 OPERATIONAL GUIDELINES. The following principles shall apply to faculty compensation:

31.§1.1 The salary assigned for the academic year or for the alternate academic year shall be the academic-year faculty member's "base salary." The salary assigned for the fiscal year shall be the fiscal-year faculty member's "base salary."

31.§1.2 Board-appointed part-time faculty shall receive a *pro rata* salary equal to the percent of a full-time appointment.

31.§1.3 Academic-year faculty, including academic-year non-teaching faculty, who serve full-time in a Spring or Summer session, shall receive twenty-two percent (22%) of base salary. Faculty who serve part-time in Spring or Summer sessions shall receive a *pro rata*

salary equal to the percent of employment, with twenty-two percent (22%) of base salary as the base of proration.

31.§1.3.1 If a faculty member has extra-departmental support for research during a Spring or Summer session, he/she will not be excluded from consideration for teaching assignment during the other session of that year; that is, extra-departmental support will not be prejudicial to teaching assignments.

31.§1.3.2 Bargaining-unit alternate-academic-year faculty who serve half time on an "off semester" (Fall or Winter) shall receive twenty-two percent (22%) of base salary. Faculty who serve less than half time on the "off semester" shall receive a *pro rata* salary equal to the percent of employment, with twenty-two percent (22%) of base salary as the base of proration.

31.§1.4 Courses offered through the Division of Continuing Education are taught by bargaining unit faculty. If all qualified bargaining unit faculty members choose not to exercise their preference rights as specified in Article 41, Preference, a non-unit faculty member may be employed. Teaching assignments are made with the approval of the department chairperson, the dean, and the Division of Continuing Education. However, Continuing Education assignments shall not be disapproved because of reimbursed time to the University except where Western determines that the Continuing Education assignment interferes with the duties and responsibilities of the faculty member.

31.§1.4.1 Faculty may teach Continuing Education courses in addition to their regular workload. In general, when Continuing Education courses are taught in addition to the regular workload, faculty members are limited to teaching one (1) such Continuing Education course during a semester and, if fully-employed, to one (1) such course during Spring or Summer session. Pay rates for bargaining unit faculty members who teach in Continuing Education on an "overload" basis (in addition to their regular workloads) are specified in Article 32, Economic Compensation.

31.§1.4.2 The Division of Continuing Education also provides faculty consultants to public schools, community agencies and organizations, and to industrial, business, and professional groups. Fees for such consulting services shall be established by mutual agreement between the bargaining unit faculty members, the Division of Continuing Education, and the recipient of the services.

31.§1.5 Western may offer, and bargaining unit faculty may accept, teaching assignments in addition to the maximum load specified herein at the Continuing Education rate as specified in Article 32, Economic Compensation.

31.§1.6 Full-time fiscal-year faculty hired or appointed after September 1, 1977 shall receive one hundred and twenty-five percent (125%) of the academic-year base salary. Whenever fiscal-year faculty are returned to academic-year appointments, their salary

adjustments will be based on whatever percentage adjustments were made when they are transferred from academic-year to fiscal-year appointments in the first instance. Faculty whose adjustment percentage is unknown shall be converted at the one hundred and twenty-five percent (125%) rate. Faculty serving part-time fiscal-year appointments shall receive a *pro rata* salary equal to the percent of appointment, with one hundred and twenty-five percent (125%) of academic-year base salary as the base of proration.

31.§1.7 Western will use one hundred fifty (150) days per academic year as a basis for calculation of the daily pay rate for academic-year faculty, including salary calculations for faculty who work for less than a complete Fall or Winter semester and calculations of sick-leave pay and payoffs.

31.§2 LIMITS OF COMPENSATION. The following limits shall apply to faculty compensation:

31.§2.1 Without the express and written permission of the provost, no faculty member shall earn more than one hundred forty-four (144%) percent of academic-year base salary in any fiscal year from all University sources.

ARTICLE 32
ECONOMIC COMPENSATION

32.§1 SALARY ADJUSTMENTS. Western shall provide the following adjustments to the base salaries of eligible bargaining unit faculty members in their second or later full consecutive (academic or fiscal) year of service, as follows:

Percentage Increase **Impact on Faculty Base Salaries**	**1999-** **2000**	**2000-** **2001**	**2001-** **2002**
ATB	4.0%	4.0%	4.0%
Research II Adjustment to Create Equity Among State Institutions	2.5%	.5%	.5%
Administrative Merit	.5%	.5%	
Salary Compression Adjustment		.5%	

32.§1.1 *Salary Compression Committee.* A joint study committee shall be established by October 15, 1999 to determine policies and procedures for distribution of compression funds specified in year two of this Agreement. The committee: (1) shall consist of no more than three representatives each from Western and the Chapter; (2) may choose to consult with other personnel throughout its deliberations; (3) shall operate by consensus; and (4) shall complete its charge by the close of the Winter 2000 semester.

32.§2 SALARY MINIMA. The salary minima shall be as follows for the life of the Agreement (adjustments to salaries below the minima shall be made on the day following any contractual percentage increases):

Effective 1999-2000	**Professor**	**Associate**	**Assistant**	**Instructor**[10]
Academic Year	$55,000	$42,000	$34,000	$27,000
Fiscal Year	$68,750	$52,500	$42,500	$33,250

32.§3 CONTINUING EDUCATION RATES. Effective with the current Agreement, the pay rates for bargaining unit faculty members who teach Continuing Education classes on an "overload" basis shall be:

Rank	**Per Credit Hour**
Professor	$700
Associate	$650
Assistant	$600
Instructor	$525

The President is currently doing a study of Continuing Education at Western. Increases in salary for faculty who teach in Continuing Education that derive from that study will be applied at the beginning of the next fiscal year (July 1, 2000).

32.§4 RETIREMENT CONTRIBUTION. The University's TIAA/CREF retirement contribution is eleven per cent (11%) "flat" rate on salary for faculty who have elected the TIAA/CREF retirement plan and is "de-linked" from social security contributions.

32.§5 MERIT-BASED SALARY ADJUSTMENTS Western shall provide across-the-board and merit adjustments to the base salaries of eligible bargaining unit faculty members in their second or later full consecutive (academic or fiscal) year of service in a Board-appointed position. The available merit pool for the first and second years of the Agreement shall be one-half percent (.5%) of the eligible faculty salary base.

[10] Post-doctoral fellows may be paid at "market value," which may be less than the instructor minima, when funded by external grants/contracts. The instructor minima shall apply to post-doctoral fellows funded by sources internal to Western.

32.§5.1 *Merit Eligibility.* A bargaining unit faculty member who is in his/her second or subsequent full consecutive year at Western and who has a term, tenure-track, or tenured appointment will be eligible for consideration for merit pay, provided that, in the year prior to the merit considerations, the faculty member was performing bargaining unit faculty duties at Western, or was on a sabbatical leave, or was on a professional leave and performing work falling under the general merit criteria and which benefited the University and the merit of which can be evaluated. Individuals who hold a non-tenure-track position in one year and accept a tenure-track position for the following year shall be eligible for across-the-board merit increases and other increases at Western's discretion.

32.§5.1.1 Merit From Grants. By mutual agreement of the Chapter and the University, on a case-by-case basis, certain bargaining unit faculty members on grant appointments may be considered for merit pay, provided that: 1) there is sufficient money in the grant to cover the merit increase to base salary; 2) the faculty member is in the second or subsequent full consecutive year of bargaining-unit grant appointment and there is reason to believe that the grant will be renewed; 3) there is no mixing of grant money into the merit pool for faculty members on non-grant appointments and a separate merit "pool" is established for the faculty member(s) on grant appointment; 4) the faculty member(s) on grant appointment are evaluated like other bargaining unit faculty members in the department; and 5) the money awarded to faculty on grant appointments does not exceed the amount in the separately-established grant-funded merit "pool."

32.§5.1.2 Proportional Awards. In addition, it is agreed that, for the life of this Agreement, in the case of bargaining unit faculty members on fractional (less than full time) term, tenure-track, or tenured appointments who are eligible for and are awarded merit pay, the minimum merit award may be prorated based on the fraction of the appointment.

32.§6 <u>GUIDELINES FOR MERIT PAY DISTRIBUTION</u>.

32.§6.1 *General Criteria.* Merit pay considerations shall be based on the evaluation of the performance of eligible faculty members in the areas of the three judgmental criteria: professional competence, professional recognition, and professional service. Western, at its sole discretion, may choose to offer a merit pay component in the third year of this Agreement.

32.§6.1.1 Meritorious performance in all three areas may be the basis for a merit award to an individual faculty member. Meritorious performance in the area of professional competence and/or meritorious performance in the area of professional recognition may also be the basis for a merit award. In addition, meritorious professional service, combined with meritorious performance in the area of one of the other two criteria, may be the basis for a merit award.

Accordingly, merit pay may be awarded for meritorious performance in: professional competence, professional recognition, and professional service; professional competence and professional recognition; professional competence; professional recognition; professional competence and professional service; professional recognition and professional service.

32.§6.1.2 The faculty member's professional performance in the year immediately prior to the year of merit consideration shall be given emphasis when merit recommendations are made.

32.§7 ADMINISTRATIVE MERIT POOL (AMP). It is the intent of the parties to this Agreement that the Administrative Merit Pool will reward bargaining unit faculty members who demonstrate excellence in one or more of the three judgmental areas (professional competence, professional recognition, and professional service), but it is understood that, since the AMP contains a finite amount of funds, not all persons with excellent records in one or more of the areas will receive awards.

32.§7.1 *Basis for AMP*. Many of the people who receive awards from the AMP will excel in two or three judgmental areas, but others will receive awards mainly for their achievements in one area. It is expected that all persons who receive awards from the AMP will be competent and productive faculty members, but the balanced and sustained record in all three areas that is required for tenure and promotion (per Articles 17, Tenure Policy and Procedures, and 18, Promotion Policy and Procedures) is not a prerequisite for awards from the AMP.

32.§7.2 *Minimum AMP Allocation.* A minimum of twenty percent (20%) of the money available in the AMP each year of the Agreement will be used to reward faculty members whose primary achievement is excellence in teaching.

32.§7.3 *Minimum AMP Award.* The minimum award from the AMP shall be five hundred ($500) dollars.

32.§8 TIMETABLE FOR MERIT DECISIONS. The provost shall make the final decision on merit increases by November 20 of each year of the Agreement, and the merit award shall be added to the salary base.

32.§9 RECOGNITION AWARDS. In addition to the initial cash awards, bargaining unit faculty members who receive Distinguished Scholar, Distinguished Service, or Alumni Teaching Excellence Awards shall receive a one-time base salary increase of two thousand dollars ($2,000) effective at the beginning of the year after receipt of the award. The base increases for these awards shall be funded from the Administrative Merit Pool.

32.§10 PROMOTION INCREMENTS. For promotions effective July 1 for fiscal-year faculty, and for promotions effective at the start of the academic year for academic-year faculty, and thereafter for the life of the current Agreement, Western shall provide the following promotion increments:

Rank	Academic Year	Fiscal Year
Professor	$5,000	$6,250
Associate	$3,500	$4,375
Assistant	$2,500	$3,125

32.§11 MID-YEAR RETIREMENT. Faculty members who receive a merit increase and then retire at mid-year shall receive the entire merit award earned for that year.

ARTICLE 33
HEALTH CARE BENEFITS AND INSURANCE

33.§1 HEALTH BENEFIT PLANS. Western shall provide faculty members with a choice of at least two health benefit plans. One shall be a self-insured, University sponsored indemnity plan. All health benefit coverage in effect as of the effective date of this Agreement (September 6, 1999) is to be maintained at the same levels as specified in the plan documents, with the addition of the "Sindecuse Plan" described in this article. Western retains the right to determine carriers and administrative agents of such benefits and programs at its sole discretion. Upon request, Western will provide the Chapter with a copy of all contracts with health care agents and providers. The University Benefits Office shall serve as an advocate for faculty in obtaining the health care services offered under these plans.

33.§2 HEALTH CARE PREMIUMS[4]

33.§2.1 *Faculty.* Western shall pay for one hundred percent (100%) of the cost of health care premiums[11] for bargaining unit faculty.

33.§2.2 *Spouse and Dependent.* Western shall subsidize medical premiums at fifty percent (50%) for the spouse and/or dependents[12] of the bargaining unit faculty.

33.§2.3 *Retired Faculty.* Western shall continue to pay for one hundred percent (100%) of the cost of health care premiums, thereby providing coverage equivalent to the coverage for faculty on the active payroll for faculty retiring during the term of this Agreement up until the faculty member is covered by Medicare, at which time the University Indemnity plan coverage will become supplemental to Medicare. For faculty

[11] Payment of the calculated premiums for the indemnity plan provides access to the benefits as described in that plan document.
[12] "Dependents" is used here to refer to children of bargaining unit members by birth, marriage, adoption, or court order, and is distinct from "spouse."

ineligible for the MPSERS medical plan, coverage levels and options shall supplement Medicare to provide a comparable level of service to that available to employed bargaining unit faculty at Western. Faculty who are eligible for MPSERS shall have the medical program offered under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty who are under the MPSERS program.

33.§2.4 *Spouse and Dependents of Retiree.* Spouses and eligible dependents may be continued on the group hospital-medical plan at the retiree's expense. For faculty ineligible for the MPSERS health plan, the coverage shall be supplemental to Medicare at the time Medicare becomes available to the individual.

33.§2.5 *Spouse and Dependent Survivor.* Western shall provide the option to surviving spouses and to dependent survivor(s) of deceased active faculty members to continue, on the Western group hospital-medical plan under which the faculty member was enrolled, for one (1) year following the faculty member's death. Western agrees to continue the same employer's share of the premium costs for that year as Western contributed at the time of death of the faculty member. After that year, spouse and/or eligible dependents may remain under the group hospital-medical plan at the group rate if the deceased faculty member would have met the requirements to be considered a Western retiree as specified elsewhere in this Agreement (35.§1).

33.§2.6 *COBRA.* Western shall provide health care coverage according to the COBRA provisions of federal law to faculty members on LOA (i.e., leave of absence) or who are terminated due to a disability.

33.§2.7 *Open Enrollment.* Western shall make available to faculty and dependents an open enrollment period at the time of employment and annually during the period of employment, at which time faculty may elect to add dependents or change health care plans without proof of insurability.

33.§2.8 *Spouse Defined.* "Spouse" means current spouse, by legal marriage.

33.§2.9 *Dependents Defined.* Eligible dependents shall include natural, adopted, and stepchildren to age nineteen (19) and then to age twenty-six (26) if attending a recognized post-secondary school on a full-time basis.

33.§3 PRINCIPLES OF CARE. Western shall provide health care benefit coverage to all bargaining unit faculty for "medically necessary" care and treatment for illness due to disease and/or accident according to the level of service and plan design. "Medically necessary" care and treatment is that which is recommended or approved by a physician, is consistent with the patient's condition or accepted standards of good medical practice, and is the appropriate level of services which can be safely provided to the patient. The available health care service plans shall include the following principles of service and health care benefits. The level and extent of health care services may vary among providers according to the level of service and plan design selected by the bargaining unit member.

33.§3.1 *Reasonable and Customary*. When medical coverage refers to "reasonable and customary" charges for services, such charges shall be paid up to the ninetieth (90th) percentile as determined by reference to published rates of actual service charges in the area in which service is incurred during the preceding twelve- (12) month period. Charges up to the 90th percentile shall be deemed covered by the Health Benefit Plans, subject to coinsurance and deductible where applicable.

33.§4 HEALTH CARE SERVICES. The following health care services shall be covered, although the level of service and the plan options may vary among the plans:

33.§4.1 *Preventive Services.* Preventive services and physician office visits including: routine office visits; consulting specialist care; complete physical assessments, annually or as medically necessary; and routine pediatric care; all according to the level of service and the plan design. Additional preventive services available to bargaining unit members on the University's indemnity plan only: routine mammograms, with one baseline mammogram between the ages of thirty-five (35) and thirty-nine (39), and one mammogram every calendar year beginning at age forty (40); routine gynecological exams, including breast and pelvic exam, pap smear, and related lab charges, with one exam per year; routine prostate exam, including the Prostate Specific Antigen (PSA) test if indicated, with one exam per calendar year beginning at age forty (40). Services rendered outside of the Sindecuse Health Center shall be covered at fifty percent (50%), rather than one hundred percent (100%), not subject to a deductible.

33.§4.2 *Emergency Services.* Emergency services and urgent care including: hospital emergency room; emergency treatment of an injury or disease; immediate care center services; office emergencies; and services provided by other hospitals, both in and outside the service area; all according to the level of service and the plan design.

33.§4.3 *Maternity Services.* Maternity services including: prenatal and postnatal care; delivery by a certified provider and home nursing follow-up if medically ordered; and well-baby care in hospital and home nursing follow-up if medically ordered; all according to the level of service and the plan design.

33.§4.4 *Mental Health.* Mental health care, alcoholism and drug abuse services on a per person basis including: outpatient services, inpatient services, and alcoholism and drug abuse services, including residential treatment programs, and detoxification treatments, as medically ordered; all according to the level of service and the plan design. For those members enrolled in the University indemnity plan, the following applies:

33.§4.4.1 Inpatient Mental Health. The mental health benefit for inpatient treatment will be limited to forty-five (45) days per covered family member, but may be extended an additional fifteen (15) days if inpatient treatment continues to be required by order of a mental health professional for reasons of danger to self

or others. The benefit is renewable for each covered family member one hundred twenty (120) days after the inpatient benefit has been exhausted.

33.§4.4.2 Partial Hospitalization Mental Health. If appropriate to the diagnosis and treatment, partial days of inpatient treatment may be used in the ratio of 2:1 (partial days: full days), when the benefit claim for treatment is in the same ratio. When the benefit claim is not in the same ratio, appropriate alterations in this coverage may be made, but shall not exceed the total number of available full days. Each partial day reduces the inpatient benefit by one-half (1/2) day and the benefit is renewable for each covered family member one hundred twenty (120) days after the inpatient benefit has been exhausted.

33.§4.4.3 Outpatient Mental Health. The subsidy for outpatient mental health treatment shall be according to the following schedule for each covered family member when benefit claims are at or below the "reasonable and customary" fee, determined separately for practitioners within each respective mental health service specialty area (e.g., for psychiatrists; for licensed psychologists; for certified social workers; for psychiatric nurses; etc.). Reasonable and customary as defined in Article 33.§3.1 includes any amount billed that falls below the 90th percentile of billing charges among members of that professional specialty for the particular service offered, in the year in which the service was rendered, and for the region in which treatment is sought. The first visit listed below refers to the first visit each year after annual insurance deductibles have been paid:

Visits 1 - 5	100%
Visits 6 - 10	85%
Visits 11 -15	70%
Visits 16 +	55%

33.§4.5 *Hospice.* Hospice care coverage including: inpatient coverage certified by a physician according to the plan design.

33.§4.6 *Diagnostics.* The following diagnostic x-ray and laboratory tests, and services: radiation therapy; serum and immunizations; allergy care (including tests); voluntary family planning; pap smears; mammograms; prostate screening; cholesterol screens; PSA; and defined laboratory tests and procedures; all according to the level of service and plan design.

33.§4.7 *Reproductive Health.* Vasectomies and tubal ligations and other medically necessary services related to the reproductive system, according to the level of service and plan design.

33.§4.8 *Infertility.* Infertility counseling and treatment, not including artificial affectation of pregnancy, and according to the level of service and plan design.

33.§4.9 *Health Education.* Medically-ordered health education, both preventive and therapeutic, according to the level of service and plan design.

33.§4.10 *Home Health Care.* Home health care, if medically ordered, according to the level of service and plan design.

33.§4.11 *Medical Transportation.* Ambulance services, according to the level of service and plan design.

33.§4.12 *Physical Therapy.* Physical therapy, speech therapy, and occupational therapy, according to the level of service and plan design.

33.§4.13 *Prosthesis.* Durable medical equipment, appliances and prosthetic devices, according to the level of service and plan design.

33.§4.14 *Vision.* Eye examinations, every twenty-four (24) months; lenses (single vision, bifocal, trifocal, or contacts) and frames, up to one hundred dollars ($100) every two (2) years, according to the level of service and plan design.

33.§4.15 *Dental.* Dental services including: examinations and consultations; diagnostic, preventive, and restorative treatments and services; emergency palliatives; radiographs; periodontics; endodontics; bridges, partials and dentures; and orthodontics, all according to the level of service and plan design.

33.§4.16 *Oral Surgery.* Oral surgery, according to the level of service and plan design.

33.§5 THE SINDECUSE PLAN. The "Sindecuse Plan" describes additional benefits applicable only to members enrolled in the University indemnity plan. The services, although listed as a part of the "Sindecuse Plan," are not all available through the Sindecuse Health Center, e.g., glasses, dental health.

33.§5.1 *Prescriptions.* Generic prescription drugs and medicines shall be available without cost; non-generic prescription drugs and medicines shall be available for a two dollar ($2.00) co-pay at the Sindecuse Health Center pharmacy.

33.§5.2 *Physicals.* Annual physicals shall be available at Sindecuse at the level of service and plan described by that facility.

33.§5.3 *Laboratory Screening.* Preventive tests shall be available through Sindecuse at a subsidized rate and level of service as defined by that facility.

33.§5.4 *Preventive Care.* Routine mammograms, with one baseline mammogram between the ages of 35 and 39, and one mammogram every calendar year beginning at age 40; routine gynecological exams, including breast and pelvic exam, pap smear, and related lab charges, with one exam per year; routine prostate exam, including the Prostate

Specific Antigen (PSA) test if indicated, with one exam per calendar year beginning at age 40. Annual screening exam(s) done at the University's Sindecuse Health Center will be covered at one hundred percent (100%), not subject to a deductible. These services will be available at the level of service as defined by that facility.

33.§5.5 *Dental Care.* Dental services subject to a maximum dental benefit of One thousand five hundred dollars ($1,500) per calendar year per person including: examinations and consultations; diagnostic, preventive, and restorative treatments and services; emergency palliatives; radiographs; periodontics; endodontics; bridges, partials and dentures; and orthodontics. The maximum lifetime orthodontic benefit per person is one thousand five hundred dollars ($1,500).

33.§5.6 *Hospice Care.* Hospice care coverage including: inpatient coverage up to one hundred eighty (180) days per lifetime; and outpatient coverage up to ten thousand dollars ($10,000) per lifetime, as certified by a physician according to the plan design.

33.§6 PROMOTION OF HEALTH AND HEALTHY LIFE-STYLES.

33.§6.1 *Use of the Recreational Facilities.* Western shall provide the bargaining unit faculty with scheduled access to and use of recreational facilities such as the Lawson Ice Arena and Gabel Natatorium, Kanley Park and Track, and the outdoor tennis courts. Western shall make available to bargaining unit faculty members a "limited membership" to West Hills Athletic Club. If faculty so choose, they may instead receive a two hundred dollar ($200) credit towards a full membership. Western will also allow faculty to utilize twenty-five (25) hours of their sick and/or annual leave banks for the purchase of an annual membership to the Student Recreation Center (membership must commence at the start of the Fall or Winter semester; no partial years allowed). At West Hills and at the Student Recreation Center, faculty will have access to services and facilities normally provided to members. Accepting either or both of these memberships will result in tax consequences of reported income on a faculty member's W-2, and will cause tax withholding to occur in the pay period in which this option is elected (approximately $200 reported income for either of the West Hills options and value of the membership fee for the Student Recreation Center).

33.§6.2 T*he Wellness and Fitness Program*. Western shall continue to provide the wellness and fitness program. A limited membership at West Hills will be required for Zest for Life offerings at that facility. Western agrees that it will, for the life of this Agreement, provide a wellness and fitness program that is substantially equivalent to the program that existed as of April 1, 1993.

33.§7 CONSULTING WITH THE AAUP.

33.§7.1 Western and the Chapter agree that the Chapter shall have the right to be consulted before the selection of any managed care and/or preferred provider organization that will be involved in the administration of health care benefits for bargaining unit

faculty. Western shall consult with the Chapter before it contracts with or extends or renews its contract with any managed care or preferred provider organization.

33.§8 RETIREMENT CONTRIBUTIONS. The University's TIAA/CREF retirement contribution shall continue at eleven percent (11%) of salary for faculty who have elected the TIAA/CREF retirement plan. Western shall also make available a salary reduction plan for retirement contributions.

33.§9 LONG-TERM DISABILITY. Western shall provide benefits of sixty-six and two-thirds percent (66- 2/3%) of basic annual earnings for total disability, up to a maximum of seven thousand dollars ($7,000) per month, after a thirty- (30) day waiting period or the complete exhaustion of accumulated sick-leave benefits. Disability benefits shall be continued under the conditions and for the periods stipulated in the summary plan description. Western shall contribute eighty percent (80%) of the cost of the long-term disability premium.

33.§10 LTD AND RETIREMENT. Western will make the University's TIAA/CREF contributions for a period not to exceed two (2) years for bargaining unit faculty members who are enrolled in the TIAA/CREF retirement plan and who are on long-term disability.

33.§11 TRAVEL ACCIDENT INSURANCE. Western shall provide faculty with accidental death and dismemberment insurance for travel in a University-owned vehicle or other University-authorized professional travel, including accommodations in public or private conveyances.

33.§12 TERM LIFE INSURANCE.

33.§12.1 *Fixed Term.* Western shall provide each bargaining unit faculty member with one hundred thousand dollars ($100,000) of fixed-term life insurance paid by Western. This fixed-term life insurance is in addition to other policies and shall terminate on the date of separation because of retirement, resignation, or termination.

33.§12.2 *Decreasing Term.* Western shall provide each bargaining unit member with a decreasing term life insurance policy, payable in the event of death from any cause. Western shall pay fifty percent (50%) of the cost of the life insurance premium.

Attained age	Amount of Life Insurance
Less than 51	$50,000
51-55	$40,000
56-60	$30,000
61-64	$20,000
65-69	$13,000
70 or over	$ 5,000

33.§13 WORKERS' COMPENSATION. Western shall provide Workers' Compensation Insurance to the extent required by law.

33.§14 DURATION OF BENEFIT.

33.§14.1 *Board-Appointed Faculty*. Bargaining unit faculty members employed on an alternate-year or an academic-year appointment shall be extended the benefits herein described without interruption for the duration of the "extended academic year," defined as the Fall and Winter semester of the academic year and the following Spring/Summer sessions. This period extends from the "beginning date" for the first academic-year salary payment to the day prior to the "beginning date" for the next academic-year salary payment. Bargaining unit members who accept a reduced load and elect an assignment in only one semester, or Spring/Summer for those on an alternate year, shall also receive these benefits for the same extended academic year. Benefits shall continue as described in other articles following resignation, retirement, or termination.

ARTICLE 34
FACULTY RESEARCH AND CREATIVE ACTIVITIES SUPPORT FUND

34.§1 PRINCIPLE. To encourage a high standard of excellence among the members of the faculty of Western Michigan University in significant scholarly research, rigorous scientific inquiry, original artistic activity, and inventive technology, a Faculty Research and Creative Activities Support Fund has been established. The administration of this fund, which incorporates the former Faculty Research and Creative Activities Fund and the former Faculty Research Travel Fund, shall follow policies established by the Research Policies Council and approved by the Faculty Senate, and, subsequently, recommended to the President of the University by the Faculty Senate and approved by the President of the University and the President of the Chapter. Awards funded by the Faculty Research and Creative Activities Support Fund shall be given only to bargaining unit faculty. Faculty may receive travel support for up to two (2) professionally recognized meetings per year.

34.§2 CARRY FORWARD. Funds in the travel category not expended in a given year for that purpose shall be carried over within this fund to the travel category in the next fiscal year. Funds in the scholarly/creative activities category not expended in a given year for that purpose shall be carried over within this fund to the scholarly/creative activities category in the next fiscal year. Refunds from faculty of unused awards in scholarly/creative activities shall be returned to the scholarly/creative activities category within Faculty Research and Creative Activities Support Fund for subsequent redistribution. An accounting of the fund shall be provided to the Chapter, upon request, each year.

34.§3 AAUP NOTIFICATION. A copy of current and annual changes in the Research Policies Council policies shall be sent to the Chapter by the Faculty Senate.

ARTICLE 35
RETIREMENT

35.§1 ELIGIBILITY. In order for a bargaining unit faculty member to be eligible for the supplemental retirement benefit and University retirement fringe benefits and to be considered a retiree from Western Michigan University, he/she: 1) must have completed at least ten (10) years or the equivalent of full-time service in a Board-appointed, ranked faculty position; 2) must hold tenure in an academic department at the University prior to the effective date of retirement; 3) must be an employee at the time of retirement; and 4) must be at least fifty-five (55) years old.

35.§2 RETIREMENT NOTICE. A faculty member who intends to retire shall notify Western by submitting his/her retirement letter by February 15 for retirement no earlier than the following December 30 and May 1 for retirement no earlier than the following April 30. This notification requirement may be waived at the discretion of Western, particularly for reasons of health, personal emergencies, or retirement income planning, although these stipulations are not considered a requirement for the approval of such waivers.

35.§2.1 The written announcement of the decision to retire and its acceptance by the University Board of Trustees is irrevocable unless mutual agreement is attained between the faculty member and the University. Faculty members considering retirement are advised to seek the confidential counsel of the University Benefits Office before submitting a letter of intent to retire.

35.§3 SUPPLEMENTAL RETIREMENT BENEFIT. The supplemental retirement benefit defined in this article shall remain in effect through January 10, 2006. Faculty members who qualify under 35.§1 and 35.§2 of this article, and who retire on or before January 10, 2006, shall receive a supplemental retirement benefit at the time of retirement. That benefit shall be paid in a lump sum by the first salary date after the retirement date.

35.§3.1 For fiscal, alternate-academic, and academic-year faculty:

Through January 10, 2006	Professor	Associate	Assistant
	$53,000	$43,500	$37,500

35.§3.2 *Board-Appointed Proportional Faculty.* Board-appointed proportional appointment faculty shall receive a *pro rata* supplemental retirement benefit equal to the percent of a full-time appointment and equated for years of service, which is determined by years of service divided by ten (10) and then multiplied by the proportion of the position. The final product, if less than one (1), is multiplied by the total value of the retirement benefit to determine the personal benefit. If the product is greater than or equal to one (1), the appropriate retirement benefit in the table applies. The equated annual accumulated service cannot exceed one, nor can the retirement benefit exceed one hundred percent (100%) of the amount in 35.§3.1.

35.§4. FRINGE BENEFITS. Retirees shall remain eligible for fringe benefits as follows:

35.§4.1 *Life Insurance.* Retirees shall remain eligible for decreasing term life insurance, with the University paying the full premium if the faculty member participated in the group life insurance plan for ten (10) years prior to retirement. The amount of coverage shall be at the same level provided to bargaining unit faculty during the life of this Agreement, but shall decrease to two thousand dollars ($2,000) at age seventy (70) for retirees.

35.§4.2 *Medical Benefits.* A faculty member who elects to retire before the age of sixty-five (65) and is not eligible for MPSERS benefits, shall remain in the full Hospital/Medical plan as provided to full-time employed faculty until he/she attains age sixty-five (6) and qualifies for Medicare, at which time the University Hospital/Medical plan becomes supplemental to Medicare. Those who are eligible for retirement benefits under MPSERS shall have a different plan under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty.

35. §4.3 *Other Fringe Benefits.* Retirees are eligible for all fringe benefits as specified in Article 36, Other Fringe Benefits, of the Agreement to the extent possible and are eligible to obtain a permanent University identification card to use library services.

35.§5 LOAD REDUCTION. A faculty member who is a least fifty-five (55) years of age may request a reduction from the twenty-four (24) credit hours of regularly scheduled courses or the thirty-five (35) scheduled hours per week. The faculty member's salary shall be subject to prorated reduction on a per-credit-hour or hourly basis. The faculty member shall continue to receive all salary increments due under this Agreement on the aforementioned *pro rata* basis and Western shall continue to offer and make its contribution to the faculty member's fringe benefits, with the contribution to retirement based upon the prorated reduced salary but the retirement contribution shall be at one hundred forty percent (140%) of the contractual contribution rate. The Office of the Provost shall promptly notify the Chapter, in writing, whenever any such request from a faculty member is granted. A load reduction request under this article must include a date certain for retirement and, once the reduced load is approved, said reduction shall remain in effect until the faculty member's retirement. Faculty on such reduced loads shall not be eligible for Spring and Summer assignments.

35.§6 RESOLUTION. The benefit amount, eligibility, and all conditions for receipt of the supplemental retirement benefit shall be considered resolved for retirements through January 10, 2006. Nothing in this Agreement, however, prohibits reconsideration of the supplemental retirement benefit by mutual consent and agreement in the interim, but said conditions for the continuation of any supplemental retirement benefit beyond January 10, 2006 shall be a subject of discussions to begin no earlier than January 1, 2004 and no later than June 1, 2004, so that faculty considering retirement during the life of that Agreement's successor shall be informed concerning the provisions of any successor Agreement relative to this benefit.

35.§7 DURATION OF THIS ARTICLE. Regardless of the provisions of the duration clause (see Article 49, Duration), the supplemental retirement benefit provisions of this article shall continue through January 10, 2006.

ARTICLE 36
OTHER FRINGE BENEFITS

36.§1 DISCOUNTS ON EVENTS AND PROGRAMS. Western shall offer bargaining unit faculty discounts on the purchase, for personal use only, of season tickets for admission to selected University athletic and cultural events, programs or series. Western shall, on an annual basis, establish the amount of the discount to be offered for each event and/or combination of events and programs.

36.§2 BOOKSTORE DISCOUNT. Western shall provide bargaining unit faculty with a discount of ten percent (10%) on all purchases of one dollar ($1.00) or more made at Western's Campus Bookstore.

36.§2.1 *Breadth.* Western will apply the bookstore discount to any item ordered specially by the bookstore for a person eligible for the discount if the item is of the type normally carried as a part of the bookstore's merchandise line. The discount shall apply only to the first copy of any given book.

36.§2.2 *Limits.* Discounts shall be awarded on purchases made on behalf of immediate families (spouses, sons, daughters) and not for other relatives, friends, or acquaintances.

36.§3 PARKING. Western shall make available to bargaining unit faculty parking facilities in quantity of about 2,475 "R"-Sticker parking spaces, the number existing in September 1993, on a non-reserved basis in restricted lots. In addition, Western shall make available the choice of either a) one (1) hang-tag and one (1) parking sticker or b) two (2) parking stickers. Access to parking will be made available in the Miller Auditorium parking structure on a metered or fee basis only.

36.§3.1 For the duration of this Agreement, Western shall make available to bargaining unit faculty parking privileges on a non-reserved basis in the Miller Auditorium Parking Ramp for twenty-five dollars ($25) per month on a monthly contract. Bargaining unit faculty may also purchase a reserved parking space in the Miller Auditorium Parking Ramp for fifty dollars ($50) per month on a yearly contract.

36.§4 PURCHASE OF MEDICINE AND DRUGS. Bargaining unit faculty shall have access to use the Health Center Pharmacy for the purpose of purchasing prescription drugs and medicines during its regular hours of operation.

36.§5 LIMITED USE OF HEALTH SERVICE. Bargaining unit faculty shall have access to the University health service in those instances requiring emergency medical treatment for sudden

illness or injury which occurs on campus. Further, the health service shall provide flu shots for bargaining unit faculty members and/or immunizations for bargaining unit faculty and dependents for overseas travel at a nominal cost per injection, and Western shall permit bargaining unit faculty the use of additional Sindecuse Health Center services at the sole discretion of Western. As a clarification, Western does not offer routine care, on-going treatment, or periodic physical examinations as a contractual service except as specified in the Sindecuse Plan (see Article 33.§5, Fringe Benefits and Insurance).

36.§6 EMERGENCY USE OF THE UNIVERSITY COUNSELING AND TESTING CENTER. The University Counseling and Testing Center is intended to provide counseling services for students. However, in the event of an emergency only, the University Counseling and Testing Center may provide, if the schedule allows, for brief immediate intervention for faculty by referral from the Employee Assistance Program (EAP). The University Counseling and Testing Center does not provide long-term care for bargaining unit faculty. Mental health services are part of the bargaining unit faculty medical-insurance program and assessment and referral services are available through the EAP.

36.§7 USE OF RECREATIONAL FACILITIES. Western shall provide bargaining unit faculty with scheduled access to and use of recreational facilities such as the Lawson Ice Arena and Gabel Natatorium, Kanley Park and Track, and the outdoor tennis courts. Western shall also make available to bargaining unit faculty members a "limited membership" to West Hills Athletic Club (see Article 33.§6.1 for details). Western will also allow faculty (this does not include retirees) to utilize twenty-five (25) hours of their sick and/or annual leave banks for the purchase of an annual membership to the Student Recreation Center (see Article 33.§6.1 for details). Accepting either or both of these memberships will result in tax consequences of reported income on a faculty member's W-2, and will cause tax withholding to occur in the pay period in which this option is elected (approximately $200 reported income for either of the West Hills options and value of the membership fee for the Student Recreation Center).

36.§8 DIRECT DEPOSITS IN FINANCIAL INSTITUTIONS. Western shall make direct deposits or payroll deductions, on faculty request, to the Southwestern Michigan State Employees Credit Union or the Educational Community Credit Union. Direct deposit of payroll checks to employee accounts in other financial institutions designated by Western shall also be made available.

36.§9 TAX-SHELTERED ANNUITY AND BOND OPTIONS. A tax sheltered annuity benefit program is available to Western Michigan University faculty. Bargaining unit faculty may also purchase United States Savings Bonds through payroll deduction.

36.§10 TUITION REMISSION PROGRAM. Western shall provide the following:

> 36.§10.1 *Bargaining Unit Faculty*. Western shall provide a seventy-five percent (75%) discount on tuition and required fees (e.g. standard assessment, enrollment) for graduate and undergraduate courses taken at Western Michigan University by bargaining unit faculty members. The discount is applicable to the first six (6) hours in a Fall or Winter

semester and the first three (3) hours in a Spring or Summer session, but shall not apply to individual course or lab fees.

36.§10.2 *For Spouses and Dependents.* Western shall provide a fifty percent (50%) discount on tuition and required fees (e.g. standard assessment, enrollment) for undergraduate courses taken by a spouse/dependent meeting admission requirements at Western Michigan University. The discount does not apply to individual course or lab fees. There shall be a lifetime maximum per individual of one hundred-thirty (130) credit hours (does not include non-credit courses) at the undergraduate level.

36.§10.3 *Extended Eligibility.* An eligible dependent or spouse who began the remission program prior to the death, retirement, or permanent disability of the faculty member shall have four (4) years of eligibility after the event.

36.§10.4 *Definitions.* "Spouse" means current spouse, by legal marriage. "Dependent" means a person who qualifies as a dependent for the purpose of the eligible employee's federal income tax and is so reported for the period for which tuition remission is granted.

36.§11 REPORTS. Western shall provide the Chapter with an annual report on total contributions made to TIAA-CREF for each bargaining unit member and on total medical-insurance payment deductions made for dependency coverage for each bargaining unit member.

36.§12 OTHER FRINGE BENEFITS. During the period of negotiations, the two parties identified, considered, and agreed to the level of benefits herein described. The parties also recognize, however, that such discussions may have failed to identify benefits, and, therefore, the parties agree that established fringe benefits not specifically identified and covered in this Agreement which were in effect on September 5, 1996 shall be continued at the same level for the duration of this Agreement.

ARTICLE 37
LONG-RANGE PLANNING

37.§1 The Chapter shall recommend to the President of the University the names of bargaining unit faculty for membership on any long-range, strategic or institutional planning council, board, or committee which is established during the life of this Agreement and which includes bargaining unit faculty members appointed by the President.

ARTICLE 38
UNIVERSITY CALENDAR

38.§1 UNIVERSITY/ACADEMIC-YEAR CALENDAR. Western shall have the right to determine the University calendar, which identifies all of the University events from July 1 to June 30, in accordance with the definitions of "semester" and "session" specified in Article 2,

Definitions. The Chapter shall have the right to negotiate the specific dates for each academic calendar, which identifies the pertinent dates of each "semester" and "session" which define the workload of bargaining unit faculty, prior to the publication of such dates by Western. The academic-year calendar is understood to be a subset of the University calendar (see Appendix D, Western Michigan University Calendar).

38.§2 WORK OUTSIDE CALENDAR. Western and the Chapter recognize that a variety of the legitimate responsibilities of academic-year faculty (e.g. registration; departmental orientation/organization meetings; retreats; committee assignments; grading situations) fall outside the academic calendar, that is, before the Fall semester begins, between the Fall and Winter semesters**,** and after the Winter semester ends. Western will follow present procedures to cover these assignments. If Western is unable to ensure faculty coverage for such legitimate responsibilities, Western will notify the Chapter before assigning faculty to such tasks.

38.§3 FINAL EXAMINATIONS. In every class taught, all faculty shall give a final examination, i.e., some form of comprehensive evaluative academic exercise appropriate to the course content and according to the published schedule of examinations, during the last week of the semester (which shall be set aside for final examinations), or at or near the scheduled conclusion of the session. The final evaluative exercise may be distributed before the time scheduled for the final exam providing that it is due and collected on the day during the final week of the semester on which the final exam has been scheduled. Exceptions to the requirement of scheduling a final examination (or other appropriate evaluative activity) may be granted, in writing, at the discretion of the appropriate chairperson and/or dean, upon request from the faculty member.

38.§4 HOLIDAYS DEFINED.

38.§4.1 *Academic Year*. Bargaining unit faculty on academic/alternate-year appointments shall not be required to work during the following University-recognized holidays: two (2) days at Thanksgiving; two (2) days each at Christmas and New Year's; single days for Dr. Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; and a designated Western Spirit Day (none of these days shall be a Saturday or a Sunday); nor during periods between semesters and sessions when classes are not scheduled to meet, except in the limited circumstances envisioned in 38.§2 of this Agreement.

38.§4.2 *Fiscal Year*. Bargaining unit faculty with fiscal-year appointments shall not be required to work during the following University-recognized holidays: two (2) days at Thanksgiving; two (2) days each at Christmas and New Year’s; and single days for Dr. Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; and a designated Western Spirit Day (none of these days shall be a Saturday or Sunday). In addition, fiscal-year faculty members shall receive either the faculty member's birthday or another day to be mutually agreed upon by the faculty member and his/her supervisor.

38.§4.3 *Calendar*. The academic-year calendars for, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004 are in Appendix D, Western Michigan University Calendar, of

this Agreement. University-recognized holidays (38.§4.1, above) are specified in Appendix D.

ARTICLE 39
ANNUAL SURVEY OF FACULTY

39.§1 AAUP REPORT. Western shall continue to participate in the annual survey of faculty compensation conducted by the national office of the American Association of University Professors. Western shall not be required to furnish data that represent a significant substantive alteration in the content of the information heretofore sought. A copy of the data filed with the AAUP will be given to the Chapter.

ARTICLE 40
CENTER FOR TEACHING AND LEARNING POLICY

40.§1 CENTER FOR TEACHING AND LEARNING. Western offers a Center for Teaching and Learning program that has been established to facilitate faculty and institutional renewal, to increase the possibilities for professional development, and to provide for a full utilization of faculty resources. The Center for Teaching and Learning activities are intended to orient, inform, retrain, upgrade, and renew the professional competencies of faculty. Center for Teaching and Learning programs encourage, coordinate, and facilitate professional development for bargaining unit faculty through a variety of services and activities, including, but not limited to the following: workshops and seminars on teaching enhancement, financial support for teaching conferences, course improvement projects, course tuition, and mid-semester evaluation and individual consultation services.

40.§2 CENTER FOR TEACHING AND LEARNING. The Center for Teaching and Learning shall be coordinated under the auspices of the Office of the Provost.

40.§3 CENTER FOR TEACHING AND LEARNING COMMITTEE. An advisory committee, consisting of two members appointed by the Chapter and two members appointed by Western, shall recommend Center for Teaching and Learning policies, programs, and activities to the Office of the Provost and the Chapter.

40.§4 ELIGIBILITY. All bargaining unit faculty are eligible to participate in all Center for Teaching and Learning programs, subject to the policies recommended by the Center for Teaching and Learning Advisory Committee and approved by the provost and the Chapter.

40.§5 PROGRAM DEVELOPMENT. Western agrees to provide a minimum of fifteen thousand dollars ($15,000) each year of this Agreement to be used by the Center for Teaching and Learning to provide support for programs designed to improve teaching, individually and collectively, at the University.

40.§6 CONTINUING EDUCATION. Western agrees to provide a minimum of thirty thousand dollars ($30,000) each year of this Agreement to be used by the Center for Teaching and Learning to support individual faculty members for attendance at conferences, workshops, seminars, and similar activities and events for the purpose of improving their teaching.

40.§7 INTERNATIONAL EDUCATION. Western agrees to provide a minimum of fifteen thousand dollars ($15,000) each year of this Agreement to be used by the Center for Teaching and Learning to support the involvement of individual faculty in activities such as workshops, seminars and conferences for the purpose of improving international education.

40.§8 AWARD POLICY. Policies governing the award of monies for these projects will be developed by the Center for Teaching and Learning Advisory Committee and approved by Western and the Chapter. The award of monies will be approved by the Center for Teaching and Learning Advisory Committee and the provost.

ARTICLE 41
PREFERENCE

41.§1 PREFERENCE. Bargaining unit faculty shall have preference for work assignments, as provided in this article. Preference applies to teaching of courses in the faculty member's department that the faculty member is qualified to teach.

41.§1.1 *Graduate Assistants.* Preference for bargaining unit faculty shall not operate to prevent graduate assistants from being assigned to teach courses during the academic year in accordance with Graduate College policies, and bargaining unit faculty shall not be given preference for these assignments (except as provided in Article 25, Layoff and Recall). In those departments with doctoral programs, graduate assistants may also teach up to the equivalent of one (three or four credit hour) course in their department in either the Spring or Summer session, but shall not displace bargaining unit faculty, who shall be given preference.

41.§1.2 *Non-unit Faculty.* Preference for bargaining unit faculty shall be provided based on the appointment year, as follows:

41.§1.2.1 Bargaining-unit academic-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

41.§1.2.1.1 for their regular academic-year appointments, as provided in Article 25, Layoff and Recall;

41.§1.2.1.2 for up to a full-time [six (6) credit hours of regularly-scheduled courses for teaching faculty and thirty-five (35) hours per week for faculty in the University Libraries, Media Services, and the University Counseling and Testing Center] Spring or Summer appointment each year,

if available, paid at the contractual percentage of base salary [twenty-two percent (22%) for a full-time Spring or Summer appointment];

41.§1.2.1.3 for up to one (1) Continuing Education course per semester, if available, at the continuing education rate;

41.§1.2.1.4 for up to one (1) Continuing Education course in Spring or Summer, if available, at the Continuing Education rate, if the faculty member is fully employed on campus during that session, and if the faculty member is not employed on campus during a Spring or Summer session, he/she shall be given preference for up to eight (8) hours of Continuing Education courses, if available.

41.§1.2.2 Bargaining-unit alternate-academic-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

41.§1.2.2.1 for their regular alternate-academic-year appointments, as provided in Article 25, Layoff and Recall;

41.§1.2.2.2 for up to a half-time [six (6) credit hours of regularly-scheduled courses] Fall or Winter teaching assignment per year, if available, during the "off semester," paid at twenty-two percent (22%) of base salary for a half-time Fall or Winter assignment;

41.§1.2.2.3 for up to two (2) Continuing Education courses per alternate-academic year, plus one (1) Continuing Education course during the "off semester," if available, at the Continuing Education rate;

41.§1.2.2.4 if the faculty member is not employed on campus during the "off semester," he/she shall be given preference for up to eight (8) hours of Continuing Education courses, if available.

41.§1.2.3 Bargaining-unit fiscal-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

41.§1.2.3.1 for their regular fiscal-year appointments, as provided in Article 25, Layoff and Recall;

41.§1.2.3.2 for up to three (3) Continuing Education courses per year, if available, at the Continuing Education rate.

41.§1.3 *Part-time Instructors.* In addition, current bargaining unit faculty on alternate-academic-year appointments shall be offered preference over part-time instructors for any academic-year appointments for which Western determines that said current faculty are qualified.

41.§1.4 *Non-departmental Course.* Preference applies only if Western decides to offer courses for which faculty members eligible for preference are qualified. Preference shall not apply to courses offered by Continuing Education that are not offered through a department or similar unit.

41.§1.5 *Continuing Education.* Preference shall not operate to allow bargaining unit faculty members to "bump" non-unit persons already assigned to Continuing Education courses during a Spring or Summer session (or during an "off semester," i.e., Fall or Winter, for faculty on alternate-year appointments) if the bargaining unit faculty member's on-campus course(s) have been canceled because of insufficient enrollment.

41.§1.6 *Notification.* Notification is understood to mean that "overload" teaching opportunities are "posted" by written communication within the department identified with the course, before assignments are made to part-time instructors.

ARTICLE 42
WORK OF THE UNIT:
WORKLOAD, CLASS SIZES, and SCHEDULING of CLASSES

42.§1 WORK OF THE UNIT: PRINCIPLE. The work that belongs primarily to the faculty includes teaching, professional librarianship, professional counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), University and professional service, and other scholarly/creative activities.

42.§1.1 *Assignments.* Western may assign bargaining unit faculty members to perform, as part of their regular workload, appropriate professional duties which they are qualified to perform. In determining qualifications, chairpersons shall seek and give serious consideration to the advice of departmental faculty. Departmental faculty may, at their discretion, make recommendations to the department chairperson concerning the qualifications of individual unit and non-unit faculty members to teach specific courses, to participate in departmental programs, and to assume other departmental responsibilities. Western shall make the final decision concerning assignments in accordance with the guidelines in Article 31, Compensation Guidelines, and Article 41, Preference. The making of assignments as provided in this article shall not operate to reduce the regular academic year, alternate-academic year, or fiscal-year pay of any bargaining unit faculty member.

42.§1.2 *Mutual Agreement.* This work shall be performed within the faculty member's own department in accordance with the guidelines in Article 31, Compensation Guidelines, and Article 41, Preference. Assignment outside the department shall be by mutual agreement.

42.§2 ADDITIONAL WORK. Western may offer and bargaining unit faculty may accept appropriate professional work in addition to their regular workload at the rates specified in

Article 31, Compensation Guidelines, Article 32, Economic Compensation, Article 30, Electronically-Purveyed Instruction, and Article 41, Preference. When the Agreement does not specify a rate, work shall be assigned and the rate determined by mutual agreement between Western and the faculty member. Such assignments shall not change the departmental membership of the faculty member.

42.§3 WORKLOAD. The workload of bargaining unit faculty members encompasses many professional duties and responsibilities necessary to their varied roles, including, but not limited to, the following:

42.§3.1 *Instruction.* Classroom and non-classroom teaching and/or providing instructional support in a variety of manners and settings. Classroom teaching is comprised of regularly scheduled courses, and non-classroom teaching is comprised of arranged instructional activities, including, but not limited to, work on Honors College and Master's theses, dissertations, comprehensive exams, clinics, practica, internships, field supervision, student performances, independent studies, special projects, professional training workshops.

42.§3.2 Advising, supervising, mentoring, and consulting with students.

42.§3.3 Engaging in scholarly activities, including research, writing, publication and creative artistic activities appropriate to the faculty member's discipline or interdisciplinary work.

42.§3.4 Fulfilling ongoing departmental needs of both a maintenance and developmental nature.

42.§3.5 Supporting, in many ways, the proper and efficient functioning of the University as a whole in such ways as performing committee work, and providing consultation to the University and its communities.

42.§3.6 Supporting, in a variety of ways, the proper and efficient functioning of the academic and professional societies as a whole in leadership roles, editorial work, conference organization, committee and board work, and other activities essential to the strength of professional societies, related to their academic disciplines.

42.§4 WORKLOAD: STATEMENT OF PRINCIPLE. The faculty, by virtue of its command of its respective disciplines, shall make recommendations concerning faculty workloads.

42.§5 DEPARTMENT POLICY STATEMENT WORKLOAD PROVISIONS. With respect to the determination of appropriate faculty workloads, bargaining unit faculty shall recommend departmental policy for workload allocations for unit faculty members, taking into account such factors as large classes; teaching a class for the first time; number of different preparations; service to academic and professional societies, the Chapter, the department, college and University; research and scholarship; program development and improvement for the department,

college, and University; advising, supervision of dissertations and theses and similar program graduation requirements; contact hours as relating to corresponding credit hours; graduate courses; and other factors.

42.§6 DEFINITION OF WORKLOAD. The maximum full-time faculty workload shall be twenty-four (24) credit hours of regularly-scheduled courses in any one (1) academic or alternate-academic year, or six (6) credit hours in the Spring or Summer sessions. It shall be possible to balance out fewer than twelve (12) credit hours (or equivalent workload) in one semester with more than twelve (12) credit hours (or equivalent workload) in another semester.

42.§7 EQUITABLE WORKLOADS. A commensurate adjustment of classroom teaching load shall be available for assignment to faculty who are engaged in heavy advising responsibilities (see 42.§10.1); substantial research, creative and/or other scholarly activity; heavy responsibility for supervision of M.A., M.S. theses, specialist projects or doctoral dissertations. A commensurate adjustment of classroom teaching may be assigned for faculty who are engaged in: graduate-level instruction; classes with high enrollments; upper level courses; laboratory supervision; new or multiple preparations; individual student projects (such as independent study and reading); supervision of Honors College courses or theses; course or program development; participation in and service to professional and academic organizations; departmental, University or community service.

42.§8 INSTRUCTIONAL SUPPORT SERVICES. Other appropriate adjustments of teaching load include allocation of additional support services (such as teaching assistants) or maintenance of reduced class sizes allowing for extensive writing instruction, intensive preparation for graduate instruction, or sustained mentoring of graduate work. Such adjustments may be made, rather than commensurate adjustment of teaching load, as indicated in the Department Policy Statements.

42.§9 OTHER KINDS OF FACULTY WORKLOADS.

42.§9.1 The workload for faculty in the University Libraries, the University Counseling and Testing Center, and Media Services, shall be thirty-five (35) scheduled hours a week. This workload shall also apply when academic-year non-teaching faculty receive Spring or Summer session appointments.

42.§9.2 *Professional Development Leave.* Faculty members in the University Libraries, the University Counseling and Testing Center, and Media Services, shall be eligible for up to ten (10) days of professional development leave. Such professional development leave shall be scheduled with the approval of the administrative officer of the faculty member's department or similar unit after a written proposal from the faculty member has been accepted.

42.§9.2.1 The leave assignment will be completed with the filing of a written report from the faculty member to his/her administrative officer.

42.§9.3 *Scholarly Activities Leave.* Bargaining unit faculty members in the University Libraries, the University Counseling and Testing Center, and Media Services, shall be eligible for scholarly leave dedicated to the pursuit of research, writing, and other scholarly activities as indicated in the Department Policy Statement.

42.§10 OTHER WORKLOAD REQUIREMENTS.

42.§10.1 *Advising*. The academic advising of students is a regular part of the responsibilities of a full-time faculty member, and each faculty member may be assigned up to twenty (20) advisees, without workload adjustment. Advising is defined as giving advice on program requirements and curricular matters.

42.§10.2 Each faculty member shall bear a fair and reasonable share of necessary departmental, college, and University committee work.

42.§10.3 *Continuing Education*. Each faculty member shall be available for involuntary assignment to a Continuing Education course as part of the contractual workload once during either the Fall or Winter semester. Involuntary assignment to off-campus courses shall be fairly distributed among departmental bargaining unit faculty. Upon mutual agreement, Western may assign Continuing Education courses as part of the workload, up to a full workload. When the Continuing Education course is assigned as part of the bargaining unit faculty's contractual workload, he/she shall be entitled to the usual "energy increment" and expenses for meals and mileage in accordance with current Continuing Education policies, but shall not be entitled to additional compensation. This restriction of one off-campus course by involuntary assignment shall not apply to faculty hired to teach at established off-campus sites, except when these faculty are assigned to teach on other University campuses, in which case they shall receive the mileage/energy/meals expenses as indicated in this section.

42.§10.4 Administrative agents with supervisory responsibility for the University Libraries, the University Counseling and Testing Center, and Media Services, may make such other professionally-relevant assignments as are fair and reasonable in the various working contexts of these units.

42.§10.5 Faculty members who make commitments for advising and independent research, thesis and dissertation supervision shall either work with students or make other arrangements that the faculty member deems appropriate to fulfill the responsibilities associated with the assignment which fall outside of the academic-year calendar or occur during a period in which the faculty member is not on the active payroll.

42.§10.6 *Office Hours.* Each faculty member shall post and hold a reasonable number of regularly-scheduled office hours, such schedule to be approved by the department chairperson, with a copy retained in the department office. When assigned time for advising and/or other administrative duties is approved, the schedule for these hours shall be mutually agreed to by the faculty member and the chairperson.

42.§11 The explicit intention of Article 42, Work of the Unit: Workload, Class Sizes and Scheduling of Classes, is to prevent serious inequities in the workloads assigned to faculty members. A faculty member who perceives that his/her workload exceeds the recommended parameters set forth in this article and in the approved Department Policy Statement shall have the right to appeal to the department chairperson. The chairperson shall review that faculty member's workload according to the definition and recommendations set forth in this article and the Department Policy Statement and shall respond within ten (10) calendar days. If the chairperson's response is not satisfactory, the faculty member may appeal to the appropriate dean. It shall be incumbent upon the dean to assess the faculty member's workload according to the recommendations set forth in this article and the approved Department Policy Statement, and respond to the faculty member within fifteen (15) calendar days.

42.§12 Though Western agrees to give serious consideration to workload recommendations set forth in Department Policy Statements, final determination of all faculty workloads shall be made by Western. Failure of the faculty member to meet unexcused scheduled obligations may result in appropriate action by Western.

42.§13 VITA. To enable Western and the Chapter to assess the workload activities of faculty, each member of the bargaining unit shall submit the following to his/her chairperson no later than October 15:

> 42.§13.1 In the first year of this contract, an updated vita.
>
> 42.§13.2 Annually, a Professional Activities Report (PAR) based on a form specified by the Dean of his/her college.

42.§14 CHAPTER SERVICE. During this Agreement, the Chapter shall be able to purchase up to forty-eight (48) credit hours of teaching time per year for up to eight (8) Chapter officials at one-half (1/2) the actual replacement costs, provided the Chapter has given the Office of the Provost the names of the Chapter officials one (1) semester in advance (or at the earliest date practicable) to provide for proper scheduling, and further provided that the forty-eight (48) hours are used in blocks equivalent to at least one full class for each person receiving "released" time for Chapter service. In addition, the Chapter shall be able to purchase up to nine (9) additional credit hours of teaching time for up to two (2) Chapter officials at the full replacement cost, provided the same notice is given and the nine hours are used in blocks as specified above.

> 42.§14.1 If the Chapter decides to purchase "released" time for non-teaching faculty members, three (3) credit hours of teaching time shall be considered, for this purpose only, as equivalent to one-fourth (1/4) of a semester's or one-half (1/2) of a Spring or Summer workload of a non-teaching faculty member.

42.§15 CLASS-SIZE CAPACITY RECOMMENDATIONS. Departmental faculty may submit recommendations on class capacities for all courses to their departmental chairperson. If these recommendations are approved by the departmental chairperson, the dean, and the provost as meeting current and foreseeable student and institutional needs with acceptable pedagogic

standards and are also approved by the Chapter as not violating the Agreement, class size shall not be increased above a recommended and approved cap without the approval of the assigned faculty member or an appropriate departmental committee except in the following circumstances:

42.§15.1 *One-time Basis.* A class is increased above the recommended and approved cap on a one-time basis by the departmental chairperson because of an emergency, such as a faculty member's death, illness, or sudden resignation.

42.§15.2 *Temporary Increase.* A class is temporarily increased by the departmental chairperson above a recommended and approved cap by no more than ten (10) students or twenty percent (20%), whichever is less. When departmental chairpersons make decisions regarding temporary increases in class size, they will take into account a variety of factors, which may include the nature of the class, the physical facilities available, the concerns of the instructor, and the needs of students. For one or more of these reasons, a chairperson who finds it necessary to temporarily increase a class size may decide to increase it by less than the maximum temporary increase provided herein, for example, for certain classes, an increase of more than three students might be found unfeasible.

42.§15.3 *Trial.* An individual faculty member agrees to or requests (and the departmental chairperson approves) an increase in the size of a class above the recommended and approved cap and/or above the temporary increase allowed by 42.§15.2 above in order to determine if he/she can effectively teach the class in the larger class-size format. If the teaching of the larger class is found to be successful by the faculty member and the departmental chairperson, the faculty member may continue to teach that class in the larger format. The departmental faculty may request a summary of the chairperson's and the faculty member's conclusions concerning the success of the larger class-size format.

42.§15.4 *Duration.* Approved class-size recommendations in effect in Winter of 1999 shall remain in effect for the life of this Agreement. There shall continue to be no contractual restriction on class size in departments that do not have recommended and approved course capacities, established in accordance with this article.

42.§16 SCHEDULING OF CLASSES. Each department chairperson shall develop a process to ascertain individual faculty course preferences as well as the preferred days and times for offering these courses. Once the tentative schedule is completed, faculty shall be notified of their assignments so that they may discuss them with the chairperson prior to submission of the schedule to the registrar. Though Western shall give serious consideration to faculty scheduling preferences, final determination of teaching assignments shall be made by Western.

42.§16.1 Specific scheduling recommendations should be a part of the Department Policy Statement and should reflect the following guidelines:

42.§16.1.1 If a faculty member is assigned an evening class which ends after 8:00 p.m., consideration shall be granted for the starting time of his/her classes the following day.

42.§16.1.2 The time within the same day from the start of a faculty member's first class to the end of his/her last class shall be considered in arranging a faculty member's teaching schedule, to avoid excessively long days.

42.§16.1.3 In order to promote effective teaching and to provide time for careful course preparation and grading, the number of new courses and the number of different courses shall be taken into consideration when planning a faculty member's schedule.

42.§17 Teaching and other work assignments shall be made with due consideration of each bargaining unit faculty member's areas of specialization and competence.

42.§18 No bargaining unit faculty member on academic-year appointment shall be required to teach during Spring or Summer sessions, and no bargaining unit faculty member on alternate-academic-year appointment shall be required to teach in their off semester.

ARTICLE 43
DISCOVERIES, PATENTS AND COPYRIGHTS

The development of patentable inventions or discoveries is not the primary purpose of the research activities of Western's faculty. However, certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research, with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

43.§1 SHARED ROYALTIES.

43.§1.1 Bargaining unit faculty members whose activities lead to a patentable invention when the activities are part of the work for which Western is paying the faculty member (from any source) or the activities involve the use of any University space or equipment shall share equally with Western in any royalties derived from such patents.

43.§1.2 Bargaining unit faculty members whose activities lead to a patentable invention or copyrightable material when the activities are a part of work performed for which Western is not paying the faculty member (from any source), and no University space or equipment is used, shall be entitled to any or all royalties derived from such patents or copyrights.

43.§1.3 Western shall make a claim for royalties for textbooks, scholarly books, or other

written documents and copyrightable material successfully published by bargaining unit faculty while in the employ of the University only when such material was prepared at the request of the University and for which the University provided direct remuneration. The assignment of potential royalties shall be made at the time of the agreement for the work. The preparation of a book while on an approved sabbatical leave for that purpose or other approved leave of absence, in and of itself, does not qualify as direct remuneration by the University for an assignment.

43.§1.4 Contributions by members of the faculty to the profession and the discipline and the transmittal to students of such personal scholarly endeavor is an important facet of the academy. The inherent and potential conflict of interest when faculty authors select their text for use in classes which they teach cannot be avoided, but the donation of the royalties of such sales to student support programs at least recognizes an attempt to assuage those feelings which may result from a perceived conflict of interest. Nothing in this article compels either acknowledgment of royalties or a donation of those royalties to the University. Rather, this article recognizes the potential goodwill of donations of the royalties of such sales to the "faculty author's scholarship fund" or the University library endowment fund or other department, college, or University programs which support students and the academic enterprise. However, the sale, lease and/or rental of educational materials by faculty to students enrolled in their classes, without the explicit permission of the departmental or college administrator, is prohibited.

43.§2 RIGHTS.

43.§2.1 *Name and Logo.* The name of the University shall not be used in connection with any campaigns, typically characterized by a large number or repetition of communication and/or size of audience, without prior written permission from the Vice President for Business and Finance. This restriction applies to the use of the name, letterhead, seal, logo, mascot and all other marks associated with the University on any commercial publications, product promotion, expressed opinion, or political action.

43.§2.2 *Sponsoring Agency.* In any instance where the provisions of this article are in conflict with any agreement with a sponsoring agency, the agreement with the sponsoring agency shall govern only if both Western and the bargaining unit faculty member have signed the agency agreement.

43.§2.3 *Option to Rights.* Either party (the bargaining unit faculty member or Western) may waive its rights under this article if it so chooses. The Vice President for Business and Finance will have the authority to act for Western in this matter.

ARTICLE 44
NO STRIKE, NO LOCKOUT

44.§1 CHAPTER. The Chapter agrees that, during the life of this Agreement, the Chapter, its officers, affiliates, and members shall not authorize, instigate, aid, or engage in any strike, slowdown, stoppage of work, concerted efforts not to meet classes, or any other concerted acts that interfere with the normal operations of the University over any matter covered by this Agreement.

44.§2 UNIVERSITY. The University agrees that during the life of this Agreement there shall be no lockout of the members of the Chapter over any matter covered by this Agreement.

ARTICLE 45
WAIVER CLAUSE

45.§1 AGREE AND ACKNOWLEDGE. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Western and the Chapter, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 46
SAVINGS PROVISIONS

46.§1 PRINCIPLE. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, Western and the Chapter shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 47
EMPLOYEE ASSISTANCE PROGRAM

47.§1 PRINCIPLE. Western agrees to provide an employee assistance program (EAP) to respond to the problems of faculty members and other University employees who demonstrate maladaptive work-related behaviors, including alcohol and substance abuse, mental/emotional illness, and significant personal problems. The program services shall be available through referral by self or others. Western and the Chapter agree that when a faculty member represents an immediate or potential danger to students, staff, or self, the faculty member may be removed from contact with students and other University personnel and referred to the University Employee Assistance Program.

47.§1.1 *Purpose.* The EAP shall emphasize the elements of problem identification, personnel training and education, therapeutic confrontation, and appropriate referral for assessment and treatment. It shall incorporate the right of Western to require examination and/or treatment and to invoke disciplinary procedures when necessary. It shall also incorporate an internal response system and possible relations with appropriate external agencies.

47.§2 PROGRAM AVAILABILITY. Western agrees to provide access to EAP services for bargaining unit faculty during normal working hours.

47.§3 DURATION. Western agrees not to discontinue or substantially modify the present EAP for bargaining unit faculty for the duration of this Agreement.

ARTICLE 48
PERMANENT INTERDEPARTMENTAL TRANSFER PROCESS

48.§1 TRIAL ASSIGNMENT IN NEW DEPARTMENT. A tenured or tenure-track bargaining unit faculty member who is under consideration for a permanent transfer from one academic department to another shall be given a trial assignment in the new department. Permanent transfer consideration may be initiated by the faculty member or by Western, and these permanent transfer procedures shall be effected upon mutual agreement of the faculty member and Western, after consultation with the bargaining unit faculty of the receiving and the original departments.

48.§2 The conditions for approved trial assignments are:

48.§2.1 *Length:* The trial assignment shall be for two (2) or three (3) years.

48.§2.2 *Salary:* The trial assignment shall be, at least, at the faculty member's salary at the time of transfer plus any contractually-mandated increases subsequent to the transfer.

48.§2.3 *Rank:* The assignment shall be at the faculty member's rank at the time of transfer, and the faculty member shall not be eligible for promotion during the trial assignment.

48.§2.4 *Departmental Membership:* The faculty member shall remain a member of his/her original department during the trial assignment, but shall not participate in performance evaluations such as promotion or tenure recommendation processes in the original department unless the bargaining unit faculty of the original department recommend such participation.

48.§2.5 *Stipulations:* Both prior to the trial assignment and after the first year review, but prior to the second year of the trial assignment, the departmental faculty may recommend and Western may stipulate what the faculty member must accomplish during the trial assignment in order to be recommended for permanent membership in the new department. All such stipulations shall be directly related to the criteria specified in Article 17, Tenure Policy and Procedures.

48.§2.6 *Reviews:* The faculty member shall be reviewed by the new department in at least the first and last year of the trial assignment.

48.§2.7 *Return to Original Department:* With Western's approval, the faculty member may be returned to his/her original department at the end of any semester during or at the end of the trial assignment. Return may be initiated by the faculty member or by Western. The original department shall not have the prerogative to deny the faculty member's return to the department.

48.§2.8 *Continuous Service:* Continuous service of the bargaining unit faculty member shall not be affected by interdepartmental transfer.

48.§2.9 *Modification:* The above conditions may be modified by mutual agreement of the bargaining unit faculty member, Western, and the Chapter. Before agreeing to any such modifications, both the original and the receiving departments shall be consulted, and their recommendations shall be given serious and timely consideration.

> 48.§2.9.1 The trial period may be eliminated and the faculty member may make an immediate, permanent transfer to a receiving department only if the bargaining unit faculty in the receiving department recommend the permanent transfer.
>
> 48.§2.9.2 The faculty member requesting the immediate transfer shall receive from Western, in writing, the specific terms of the transfer (e.g., appointment, rank, tenure, salary, and other relevant stipulations).

48.§3 PERMANENT ASSIGNMENT IN NEW DEPARTMENT.

48.§3.1 *New Departmental Membership Decision:* In the case of a tenured faculty member, at the end of the trial assignment, the departmental bargaining unit faculty shall recommend whether the faculty member shall be granted permanent membership in the new department. If the faculty member is granted permanent membership in the new department by Western, he/she shall become a permanent member of the new department and shall no longer be a member of the original department. A tenured faculty member shall retain his/her tenure throughout the transfer process.

48.§3.1.1 In the case of a tenure-track faculty member, at the end of the trial assignment, the departmental faculty shall make a recommendation of whether he/she shall be granted permanent membership in the new department. The final tenure review of the faculty member shall be conducted by the new department in the last year of trial assignment--or later, if so stipulated prior to the trial assignment. A tenure-track faculty member may only be recommended for tenure when he/she has had a positive membership recommendation.

48.§3.2 *Rank:* The faculty member shall not have his/her rank reduced by permanent transfer to the new department.

48.§3.3 *Promotion Eligibility:* At the start of the trial period, Western shall stipulate the number of years-in-rank with which the new faculty member shall be credited for purposes of promotion eligibility in the new department. Based on the years-in-rank credit, the faculty member is eligible for promotion in the new department after becoming a permanent member of that department.

48.§3.4 *Salary:* The faculty member's salary shall not be reduced because of permanent transfer to the new department.

48.§3.5 *Service on Committees:* The original and receiving departments may extend to faculty members transferred under this provision the rights and responsibilities to serve on departmental committees during the trial period. After obtaining permanent membership, the transferred faculty member shall be granted all rights and responsibilities that apply to any other member of the receiving department, and shall have no rights in the original department.

ARTICLE 49
DURATION

49.§1 DURATION. This Agreement shall become effective as of the 6th day of September, 1999, and, except as hereinafter set forth, shall continue in full force and effect until 12:01 a.m. on the 6th day of September, 2002, and for continuing periods of one (1) year thereafter unless a written notice is served by one party upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify, or terminate this Agreement.

Regardless of the provisions of the duration clause in this article, the supplemental retirement benefit provisions of this article shall continue through January 10, 2006, and the calendar provisions in Article 38, University Calendar, and Appendix D, Western Michigan University Calendar, shall continue through the fiscal year of 2003-2004. This Agreement is signed in Kalamazoo, Michigan on this 10th day of September 1999.

WMU Chapter of the American Association of University Professors	**Western Michigan University**
Robert R. Ricci, Chief Negotiator	Thomas P. Hustoles, Chief Negotiator
Ariel L.H. Anderson, Chapter President	Chester B. Rogers, Dir. Academic Collective Bargaining and Contract Administration
Peter W. Krawutschke	Adrian (Ed) Edwards
Gary Mathews	Janet I. Pisaneschi
Elaine L. Phillips	Carol L. Stamm
	Dean K. Honsberger

APPENDIX A
UNIVERSITY POLICY

Contract/Grant Professorships

The University has long realized that the work performed by professors who conduct research and other programs sponsored by external agencies differs in many ways from the standard University faculty assignments. While the work associated with faculty status is varied and encompasses teaching, research, publishing, creative activity, and advising, faculty members are not typically called upon to administer major operations requiring budget and personnel management or other non-instructional responsibilities without added compensation. The proposed policy recognizes that the tasks performed by a principal investigator or a participating scholar differ from the usual assignments. Thus, this policy recommendation reflects that difference and authorizes altered compensation levels for those professors who undertake sponsored projects which substantially change the nature and scope of their responsibilities.

Policy Statement:

In recognition of the additional duties and responsibilities with involvement in externally-funded grants and contracts, persons involved directly in the projects may be designated as contract/grant assistant professors, contract/grant associate professors, or contract/grant professors. In proposals submitted for external funding under the aegis of the University and administered through the University, involved faculty members may be designated as contract/grant professors and, for the specified proportion of their assigned time on the project, may be budgeted at market value.[13]

Contract/grant professors may be budgeted for Spring and Summer sessions at the same market value basis, as long as the support for their compensation derives entirely from externally-funded contracts or grants.

The designation and remuneration will apply to all external grants and contracts under the aegis of the University including research grants and contracts, training grants, etc. Faculty consultants on such projects will receive remuneration in accordance with existing policy (see the current WMU/AAUP Agreement). The contract/grant professor policy will not apply to paid leaves of absence, sabbaticals, and other such leaves. All salaries paid from University funds will be at regular salary levels. Only the salary derived from external sources in recognition of altered responsibilities will be at the approved market rate.

APPENDIX B

[13] Market value will be arrived at by the chief research officer in consultation with the professor, chairperson/director, and dean, subject to the approval of the provost. The history of proposal budgets to particular funders and University-wide proposal remuneration rates will guide the establishment of market values.

BULLARD PLAWECKI EMPLOYEE RIGHT TO KNOW ACT (EXCERPT)

423.501. Short title; definitions

Sec.1. (1) This act shall be known and may be cited as the *"Bullard-Plawecki Employee Right to Know Act."*

(2) As used in this act:

(a) "Employee" means a person currently employed or formerly employed by an employer.

(b) "Employer" means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has four (4) or more employees and includes an agent of the employer.

(c) "Personnel record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:

(i) Employee references supplied to an employer if the identity of the person making the reference would be disclosed.

(ii) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions, and job assignments.

(iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.

(iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to Section 9.[7]

(vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.

[7] Section 432.509

(vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under Section 513(a) of Title 5 of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g.

(viii) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than six (6) months after the date of the occurrence or the date the fact becomes known.

423.509 Record of investigation of criminal activity of employee which may result in loss or damage to employer's property; record of criminal justice agency involved in investigation of criminal activity of employee.

Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation or after two (2) years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it shall be destroyed.

P.A. 1978, No. 397, §1, Eff. Jan. 1, 1979.

APPENDIX C[8]

LOCATION OF PERSONALLY-IDENTIFIABLE INFORMATION

TO: Faculty Members
FROM: Director of Academic Collective Bargaining and Contract Administration

You have requested a review of your personnel record. This is to notify you that several offices on campus hold files that may contain personnel records or other personnel-related or 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, although an attempt has been made to identify all offices and information pertaining to you. The first seven are the most important and comprehensive.

A. 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.

B. HUMAN RESOURCES
Employment application/resume; personnel transaction forms; salary letters; sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; unemployment and Workers' Compensation claim records; tuition benefit plan records.

C. PROVOST'S OFFICE
Employment application/resume; academic transcripts; salary letters; personnel transaction forms; sick leave/disability certificates or letters; materials concerning evaluations, tenure, promotion, and reappointment; disciplinary records; sabbatical leave records; grant applications; leave of absence records; reclassification correspondence; I-9 and citizenship status records; retirement and service award records.

D. DEAN'S OFFICE
Employment application/resume; academic transcripts; salary letters; personnel transaction forms; sick leave/disability certificates or letters; materials concerning evaluations, tenure, promotion, and reappointment; disciplinary records; sabbatical leave records; grant applications; leave of absence records; reclassification correspondence; I-9 and citizenship status records; retirement and service award records.

E. DEPARTMENT OFFICE

[8] The provisions of this memorandum are not grievable under the terms of this Agreement

Employment application/resume; academic transcripts; salary letters; personnel transaction forms; sick leave/disability certificates or letters; materials concerning evaluations, tenure, promotion, and reappointment; disciplinary records; sabbatical leave records, grant applications; leave of absence records; reclassification correspondence; I-9 and citizenship status records; retirement and service award records.

F. GENERAL COUNSEL
I-9 and citizenship status records.

G. THE OFFICE OF UNIVERSITY RELATIONS
Curriculum vitae; background information; news releases; pictures; and summary of area of expertise.

H. The following offices may have records, if you have participated in their purpose, or used their services:

1. Faculty Senate
2. Admissions and Orientation Department
3. Office of Institutional Equity
4. Office of Vice President for Research
5. University Counseling and Testing Center
6. Housing Office
7. Ombudsman's Office
8. Accounting Services and Accounts Payable
9. Department of Public Safety
10. Registrar's Office
11. Sindecuse Health Center
12. WMU Unified Clinics

APPENDIX D

WESTERN MICHIGAN UNIVERSITY CALENDAR

1999-2000

Fall Semester 1999	
August 30, Monday	Advising Day
August 30, Monday	Classes Begin at 4:00 p.m.
September 6, Monday	Labor Day Recess
October 22, Friday	Western Spirit Day* Recess
October 23, Saturday	Homecoming
November 24, Wednesday	Thanksgiving Recess (noon)
November 29, Monday	Classes Resume
December 6-10	Final Examination Week
December 11, Saturday	Semester Ends - Commencement
December 14, Tuesday	Fall Grades Due at Noon
December 23, Thursday	Christmas Recess
December 24, Friday	Christmas Recess
Winter Semester 2000	
December 30, Thursday	New Year's Recess
December 31, Friday	New Year’s Recess
January 3, Monday	Advising Day
January 3, Monday	Classes Begin at 4:00 p.m.
January 17, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
February 28, Monday	Semester Recess
March 6, Monday	Classes Resume
April 17 - 21	Final Examination Week
April 22, Saturday	Semester Ends - Commencement
April 25, Tuesday	Winter Grades Due at Noon

***** The "Western Spirit Day" will migrate with the designation of Homecoming.

1999-2000

Spring Session 2000	
May 1, Monday	Classes Begin
May 29, Monday	Memorial Day Recess
June 21, Wednesday	Session Ends at Noon
June 24, Saturday	Commencement
June 27, Tuesday	Spring Grades Due at Noon
Summer Session 2000	
June 21, Wednesday	Classes Begin at Noon
July 4, Tuesday	Independence Day Recess
August 11, Friday	Session Ends
August 15, Tuesday	Summer Grades Due at Noon

1999-2000

Days Classes Meet			
Fall 1999 Semester	*Winter 2000 Semester*	*Spring 2000 Session*	*Summer 2000 Session*
M-14	M-14	M-7	M-7
T-15	T-15	T-8	T-6
W-15	W-15	W-8	W-8
Th-14	Th-15	Th-7	Th-8
F-13	F-15	F-7	F-8
71	**74**	**37**	**37**
S-13	S-14	S-7	S-7

2000-2001

Fall Semester 2000	
August 28, Monday	Advising Day
August 28, Monday	Classes Begin at 4:00 p.m.
September 4, Monday	Labor Day Recess
October, Friday to be announced	Western Spirit Day* Recess
October, Saturday to be announced	Homecoming
November 22, Wednesday	Thanksgiving Recess (Noon)
November 27, Monday	Classes Resume
December 4-8	Final Examination Week
December 9, Saturday	Semester Ends - Commencement
December 12, Tuesday	Fall Grades Due at Noon
December 22, Friday	Christmas Recess
December 25, Monday	Christmas Recess
Winter Semester 2001	
December 29, Friday	New Year's Recess
January 1, Monday	New Year's Recess
January 2, Tuesday	Advising Day
January 2, Tuesday	Classes Begin at 4:00 p.m.
January 15, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
February 26, Monday	Semester Recess
March 5, Monday	Classes Resume
April 16 - 20	Final Examination Week
April 21, Saturday	Semester Ends - Commencement
April 24, Tuesday	Winter Grades Due at Noon

*The "Western Spirit Day" will migrate with the designation of Homecoming.

Spring Session 2001	
April 30, Monday	Classes Begin
May 28, Monday	Memorial Day Recess
June 20, Wednesday	Session Ends at Noon
June 23, Saturday	Commencement
June 26, Tuesday	Spring Grades Due at Noon
Summer Session 2001	
June 20, Wednesday	Classes Begin at Noon
July 4, Wednesday	Independence Day Recess
August 10, Friday	Session Ends
August 14, Tuesday	Summer Grades Due at Noon

2000-2001

Days Classes Meet			
Fall 2000 Semester	*Winter 2001 Semester*	*Spring 2001 Session*	*Summer 2001 Session*
M-14	M-13	M-7	M-7
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-7
Th-14	Th-15	Th-7	Th-8
F-13	F-15	F-7	F-8
71	**73**	**37**	**37**
S-13	S-14	S-7	S-7

2001-2002

Fall Semester 2001	
August 27, Monday	Advising Day
August 27, Monday	Classes Begin at 4:00 p.m.
September 3, Monday	Labor Day Recess
October, Friday to be announced	Western Spirit Day* Recess
October, Saturday to be announced	Homecoming
November 21, Wednesday	Thanksgiving Recess (Noon)
November 26, Monday	Classes Resume
December 3-7	Final Examination Week
December 8, Saturday	Semester Ends - Commencement
December 11, Tuesday	Fall Grades Due at Noon
December 24, Monday	Christmas Recess
December 25, Tuesday	Christmas Recess
Winter Semester 2002	
December 31, Monday	New Year's Recess
January 1, Tuesday	New Year's Recess
January 7, Monday	Advising Day
January 7, Monday	Classes Begin at 4:00 p.m.
January 21, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
March 4, Monday	Semester Recess
March 11, Monday	Classes Resume
April 22-26	Final Examination Week
April 27, Saturday	Semester Ends - Commencement
April 30, Tuesday	Winter Grades Due at Noon

*The "Western Spirit Day" will migrate with the designation of Homecoming.

Spring Session 2002	
May 6, Monday	Classes Begin
May 27, Monday	Memorial Day Recess
June 26, Wednesday	Session Ends at Noon
June 29, Saturday	Commencement
July 2, Tuesday	Spring Grades Due at Noon
Summer Session 2002	
June 26, Wednesday	Classes Begin at Noon
July 4, Thursday	Independence Day Recess
August 16, Friday	Session Ends
August 20, Tuesday	Summer Grades Due at Noon

2001-2002

Days Classes Meet			
Fall 2001 Semester	*Winter 2002 Semester*	*Spring 2002 Session*	*Summer 2002 Session*
M-14	M-14	M-7	M-7
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-8
Th-14	Th-15	Th-7	Th-7
F-13	F-15	F-7	F-8
71	**74**	**37**	**37**
S-13	S-14	S-7	S-7

2002-2003

Fall Semester 2002	
September 2, Monday	Labor Day Recess
September 3, Tuesday	Advising Day
September 3, Tuesday	Classes Begin at 4:00 p.m.
October, Friday to be announced	Western Spirit Day* Recess
October, Saturday to be announced	Homecoming
November 27, Wednesday	Thanksgiving Recess (Noon)
December 2, Monday	Classes Resume
December 9-13	Final Examination Week
December 14, Saturday	Semester Ends - Commencement
December 17, Tuesday	Fall Grades Due at Noon
December 24, Tuesday	Christmas Recess
December 25, Wednesday	Christmas Recess
Winter Semester 2003	
December 31, Tuesday	New Year's Recess
January 1, Wednesday	New Year's Recess
January 6, Monday	Advising Day
January 6, Monday	Classes Begin at 4:00 p.m.
January 20, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
March 3, Monday	Semester Recess
March 10, Monday	Classes Resume
April 21-25	Final Examination Week
April 26, Saturday	Semester Ends - Commencement
April 29, Tuesday	Winter Grades Due at Noon

*The "Western Spirit Day" will migrate with the designation of Homecoming.

2002-2003

Spring Session 2003	
May 5, Monday	Classes Begin
May 26, Monday	Memorial Day Recess
June 25, Wednesday	Session Ends at Noon
June 28, Saturday	Commencement
July 1, Tuesday	Spring Grades Due at Noon
Summer Session 2003	
June 25, Wednesday	Classes Begin at Noon
July 4, Friday	Independence Day Recess
August 15, Friday	Session Ends
August 19, Tuesday	Summer Grades Due at Noon

2002-2003

Days Classes Meet			
Fall 2002 Semester	*Winter 2003 Semester*	*Spring 2003 Session*	*Summer 2003 Session*
M-14	M-14	M-7	M-7
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-8
Th-14	Th-15	Th-7	Th-8
F-13	F-15	F-7	F-7
71	**74**	**37**	**37**
S-13	S-14	S-7	S-7

2003-2004

Fall Semester 2003	
September 1, Monday	Labor Day Recess
September 2, Tuesday	Advising Day
September 2, Tuesday	Classes Begin at 4:00 p.m.
October, Friday to be announced	Western Spirit Day* Recess
October, Saturday to be announced	Homecoming
November 26, Wednesday	Thanksgiving Recess (Noon)
December 1, Monday	Classes Resume
December 8-12	Final Examination Week
December 13, Saturday	Semester Ends - Commencement
December 16, Tuesday	Fall Grades Due at Noon
December 24, Wednesday	Christmas Recess
December 25, Thursday	Christmas Recess
Winter Semester 2004	
December 31, Wednesday	New Year's Recess
January 1, Thursday	New Year's Recess
January 5, Monday	Advising Day
January 5, Monday	Classes Begin at 4:00 p.m.
January 19, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
March 1, Monday	Semester Recess
March 8, Monday	Classes Resume
April 19-23	Final Examination Week
April 24, Saturday	Semester Ends - Commencement
April 27, Tuesday	Winter Grades Due at Noon

*The "Western Spirit Day" will migrate with the designation of Homecoming.

2003-2004

Spring Session 2004

May 3, Monday	Classes Begin
May 31, Monday	Memorial Day Recess
June 23, Wednesday	Session Ends at Noon
June 26, Saturday	Commencement
June 29, Tuesday	Spring Grades Due at Noon
Summer Session 2004	
June 23, Wednesday	Classes Begin at Noon
July 5, Monday	Independence Day Recess
August 13, Friday	Session Ends
August 17, Tuesday	Summer Grades Due at Noon

2003-2004

Days Classes Meet			
Fall 2003 Semester	*Winter 2004 Semester*	*Spring 2004 Session*	*Summer 2004 Session*
M-14	M-14	M-7	M-6
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-8
Th-14	Th-15	Th-7	Th-8
F-13	F-15	F-7	F-8
71	**74**	**37**	**37**
S-13	S-14	S-7	S-7

APPENDIX E

EXTERNAL REVIEW PROCESS -- PROMOTION AND TENURE

As stipulated in 17.§5.4 and 18.§3.6.1, departmental faculty may decide to require letters of recommendation from reviewers external to the faculty of Western Michigan University, and

who are appropriate to a tenure and/or promotion candidate's specialty area, as part of the tenure/promotion review process. Following the process outlined in 17.§5.5 and in 18.§3.7.1, the DTC/DPC shall be responsible for soliciting external recommendations from those reviewers identified by the tenure/promotion candidate and the DTC/DPC. The solicitation request for an external recommendation shall include the following language:

> The external review process for tenure and promotion reviews at Western Michigan University is governed by the faculty at the departmental level. You have been identified as a potential external reviewer in the case of (candidate's name)'s tenure and/or promotion review. Should you choose to participate in the external review process, you should be aware of the following:
>
> - External letters of recommendation shall be made part of (candidate's name)'s adjunctive tenure/promotion file.
> - After promotion or tenure is granted, all review letters and documentation shall be extracted from the faculty member's personnel record and returned to the faculty member, except for the final notification of the award.
> - Those who will have access to your letter of recommendation include:
> - (candidate's name)
> - the departmental tenure/promotion review committee
> - the department chairperson
> - the college-level review committee (promotion, only)
> - the college dean
> - the provost
> - the University President
> - any and all other relevant administrators who participate in the review process

Western shall not release the external letters of reference to the public except as Western deems necessary to comply with law, court order, subpoena, or pursuant to any legal, administrative, or arbitration proceeding. It must be understood that Western Michigan University is a public institution, and there may be circumstances under which Western is compelled to release external recommendations.

A

AAUP

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