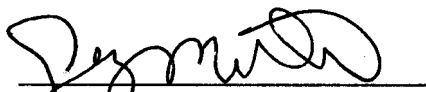


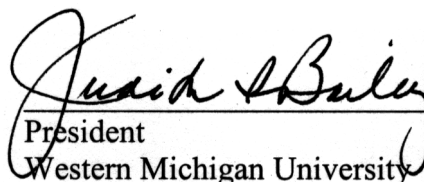
## PREAMBLE

In Article 49 of the Agreement between Western Michigan University and the WMU Chapter of the American Association of University Professors (September 6, 2002 through September 6, 2005), "both parties agree(d) to reopen Articles 32, 33, 35, and 36 (in so far as 36 may be impacted by a committee on health care benefits to be appointed by President Floyd for 2002-2003) at the end of the first year." Negotiations throughout the Summer of 2003 produced the following revisions of Articles 31, 32, and 33 and the additions of Appendices G and H.

These modifications have been ratified by the WMU-AAUP membership on October 1, 2003 and approved by the Western Michigan University Board of Trustees on October 7, 2003. They shall continue in effect as part of the Agreement between Western Michigan University and the WMU Chapter of the American Association of University Professors (September 6, 2002 through September 6, 2005).



President  
WMU Chapter of the American  
Association of University Professors



President  
Western Michigan University

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**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 Summer I or Summer II session, shall receive twenty-two percent (22%) of base salary. Faculty who serve part-time in Summer I or Summer II 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 Summer I or Summer II 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 Spring) 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 Extended University Programs 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 Extended University Programs. However, Extended University Programs assignments shall not be disapproved because of reimbursed time to the University except where Western determines that the Extended University Program assignment interferes with the duties and responsibilities of the faculty member.

31.§1.4.1 Faculty may teach Extended University Programs courses in addition to their regular workload. In general, when Extended University Programs courses are taught in addition to the regular workload, faculty members are limited to teaching one (1) such Extended University Programs course during a semester and, if fully-employed, to one (1) such course during Summer I or Summer II session. Pay rates for bargaining unit faculty members who teach in Extended

University Programs on an "overload" basis (in addition to their regular workloads) are specified in Article 32, Economic Compensation.

31.§1.4.2 The Division of Extended University Programs 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 Extended University Programs, 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 Extended University Programs 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 were 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 Spring 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 percent (144%) of academic-year base salary in any fiscal year from teaching related activities and no more than two hundred percent (200%) from both teaching related activities and grant/contract arrangements referenced in Appendix A of this Agreement.

**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:

<b>Percentage Increase Impact on Faculty Base Salaries</b>	<b>2002-2003</b>	<b>2003-2004</b>	<b>2004-2005</b>
<i>Across-the-Board(ATB)</i>	4.0%	2.0% beginning after ½ of the current annual salary has been paid <sup>1</sup>	2.75% beginning after ½ of the current annual salary has been paid <sup>1</sup>
<i>Merit</i>			0.25% beginning after ½ of the current annual salary has been paid

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):

<b>Effective 2002-2003</b>	<b>Professor</b>	<b>Associate Professor or Master Faculty Specialist</b>	<b>Assistant Professor or Faculty Specialist II</b>	<b>Instructor<sup>2</sup> or Faculty Specialist I</b>
<i>Academic Year</i>	\$61,900	\$47,300	\$38,300	\$30,400
<i>Fiscal Year</i>	\$77,375	\$59,125	\$47,875	\$38,000

32.§3 **EXTENDED UNIVERSITY RATES**. Effective with the current Agreement, the pay rates for bargaining unit faculty members who teach Extended University classes on an "overload" basis shall be:

<sup>1</sup> The beginning date for the salary increase will vary in each of the last two years depending upon whether a faculty member has an academic or a fiscal year appointment and, for faculty with academic year appointments, whether they are on the 18 or 26 pay period plan.

<sup>2</sup> 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.

<b>Rank</b>	<b>Per Credit Hour</b>
Professor	\$910
Associate Professor or Master Faculty Specialist	\$845
Assistant Professor or Faculty Specialist II	\$780
Instructor or Faculty Specialist I	\$700

32.§3.1 Self Instructional Program (SIP) courses are paid on an individual student/credit hour basis.

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. The University's MPSERS retirement contribution is as required by law.

32.§5 MERIT BASED SALARY ADJUSTMENTS. Western Michigan University, as a student-centered research institution, seeks to encourage, recognize and reward significant achievements in research (professional recognition), teaching (professional competence), and service (professional service) for traditionally ranked faculty and in professional competence and professional service for faculty specialists. Therefore, merit pay recommendations should be made for extraordinary achievements in the above categories. The purpose of this policy is to assign the parameters for merit pay, not to document or assemble negative data.

Department Chairs may – and in some circumstances should – consider recommending merit pay based on any one of these categories. However, in most circumstances recommendations should be based on some combination of all three for traditionally ranked faculty and on the relevant two for faculty specialists, and in no circumstances should merit pay be recommended to anyone with a record of unsatisfactory professional competence.

In recommending merit pay, department chairs should also consider a faculty member's achievements in relation to his/her rank, teaching load, professional growth, and prominence in her or his field. What follows is a set of guidelines to allow the fair determination of merit pay allocations, all of which have one simple goal: to help WMU maintain and develop its reputation as a student-centered research institution.

32.§5.1 *Timetable*. To be considered for merit pay, eligible bargaining unit members must submit a supporting letter of application and a PAR to their chair by October 15. The letter should elucidate the faculty member's rationale for merit pay consideration. The letter and PAR(s) must reflect accomplishments since the last year in which merit pay was awarded. The department chair or director, based upon the criteria set forth in the Agreement, will forward ranked merit pay evaluations and recommendations to the

dean of the college by November 1. College deans will forward ranked recommendations to the Provost's Office by November 15. The Provost shall make the final decision on merit pay awards by December 1.

32.§5.2 *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 during one year and accept a tenure-track position for the following year shall be eligible for merit increases.

32.§5.2.1 Merit pay consideration for traditionally ranked faculty shall be based on the evaluation of the performance of eligible faculty members in the categories of professional competence, professional recognition, and professional service. Under normal circumstances, professional competence and professional recognition will each be considered forty percent (40%) of the evaluation and professional service will be considered twenty percent (20%). Under exceptional circumstances these percentages may be modified and merit pay may be awarded for outstanding accomplishments in one or two categories.

32.§5.2.2 Merit pay consideration for faculty specialists shall be based on the evaluation of the performance of eligible faculty members in the categories of professional competence and professional service. Special reference should be made to letters of appointment in determining the expectations for each of these categories. Under normal circumstances, each category will be considered fifty percent (50%) of the evaluation, although this may be modified by the letter of appointment. For faculty specialists who make contributions in the area of professional recognition that are in addition to the agreed upon duties in their letter of appointment, these contributions may be recognized for merit by mutual consent of the faculty specialist and the chair.

32.§5.2.3 These assessments and computations will be made for every bargaining unit member who applies for merit pay consideration.

32.§5.2.4 Merit pay may also be awarded to faculty members receiving pay 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.§5.2.5 Proportional awards may be made in the case of bargaining unit faculty members on fractional (less than full time) term, tenure-track, or tenured appointments. The minimum merit award shall be prorated based on the fraction of the appointment.

32.§5.3 *Process.* Evaluations of applicants for merit pay will be undertaken by department chairs. The possible range of merit scores will be from 0 to 100.

32.§5.3.1 Traditionally Ranked Faculty. For each category (professional recognition, professional competence, and professional service), a bargaining unit member may be assigned up to 10 points, with 10 points being the highest level of merit for that category. The number of points for each category will be multiplied by four in the case of professional recognition and professional competence and by two in the case of professional service to obtain each category score. The three products will be added to provide a total merit score.

For example, suppose a professor receives a rating of 6 for professional recognition, 8 for professional competence, and 7 for professional service. His/her total merit score would be computed as follows:

Category	Points	Multiplier	Category Score
Recognition	6	4	24
Competence	8	4	32
Service	7	2	14
Merit Score			70

32.§5.3.2 Faculty Specialists. For each category (professional competence and professional service), a bargaining unit member may be assigned up to 10 points, with 10 points being the highest level of merit for that category. The number of points for each category will be multiplied by five unless the letter of appointment calls for a different ratio. The two products will be added to provide a total merit score.

32.§5.3.3 Other Considerations.

32.§5.3.3.1 For faculty holding joint appointments, recommendations from the chair or director of the secondary department or unit must be submitted to the chair of the home department at least one week in advance of the date on which the chair of the home department must make his/her recommendations to the dean.

32.§5.3.3.2 The assignment of points will take into consideration the relationship of the faculty member's achievements in relation to his or her rank. In some cases, the weighting of scores for each category of performance may be altered, with appropriate explanation and justification, to accurately reflect atypical faculty workload assignments.

32.§5.3.3.3 Appropriate supporting information and/or data will accompany the ranked recommendations from the chair or director. The college dean will provide a college-wide ranking of faculty recommended for merit pay. All information submitted by chairs and directors and appropriate additional information offered by college deans will be submitted with ranked recommendations to the Provost's Office.

32.§5.4 *Criteria.* The minimum award for merit pay shall be \$700. The following criteria are offered as suggestions of meritorious performance in the categories of professional recognition, professional competence, and professional service. Individual departments may wish to customize the list, by means of the department policy statement, with other criteria basic to that department. Consideration should be given primarily for the accomplishments in the previous year, or the previous period since merit pay was last awarded. In cases where a bargaining unit member has been on sabbatical for the previous year, performance in the categories of teaching and service for the year preceding the sabbatical should be considered.

#### 32.§5.4.1 Professional Recognition.

32.§5.4.1.1 Publications: Books, monographs, juried articles, original creative works, pedagogical essays, reviews, professional editing.

32.§5.4.1.2 Grants: Internally or externally funded projects.

32.§5.4.1.3 Presentations: Presentations at national or international conferences, exhibitions of artistic works, professional performances, panel presentations, professional consultation.

32.§5.4.1.4 Holding Office: Holding office in international, national, regional, state professional associations.

32.§5.4.2 Professional Competence. Outstanding teaching performance, recipient of teaching award, demonstration of teaching innovations, significant program development, evidence of student accomplishments, thesis and dissertation supervision, self-education projects of significance.

32.§5.4.3 Professional Service. Holding office in Faculty Senate or AAUP; service to the department, college, and University; significant community service related to one's discipline or offering significant benefit to the University.

32.§5.5 *Criteria for Assigning Points.*

32.§5.5.1 A faculty member must demonstrate accomplishments that are extraordinary in every way in order to be awarded ten points. This is considered an exceptional award to be given only in very productive years.

32.§5.5.2 A faculty member must demonstrate accomplishments that are significantly better than average in comparison with others in the department in order to be awarded 8-9 points.

32.§5.5.3 A faculty member must demonstrate above average work in order to be awarded 6-7 points.

32.§5.5.4 A faculty member who does satisfactory work should be assigned 4-5 points.

32.§6 RECOGNITION AWARDS. In addition to the initial cash awards, bargaining unit faculty members who receive a Distinguished Scholar, Distinguished Service, or Teaching Excellence Award 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.§7 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:

<b>Rank</b>	<b>Academic Year</b>	<b>Fiscal Year</b>
Professor	\$5,000	\$6,250
Associate Professor or Master Faculty Specialist	\$3,500	\$4,375
Assistant Professor or Faculty Specialist II	\$2,500	\$3,125

32.§8 STEP INCREASE FOR MASTER FACULTY SPECIALISTS. To be eligible for a step increase of \$2,000, a master faculty specialist must have been in rank for six years and must receive a positive review, equivalent to a promotion review. Eligible candidates will be reviewed according to standard promotion procedures. The final decision concerning the step increase will reside with the provost.

32.§9 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 and the other a preferred provider organization (PPO). The "Sindecuse Plan" as described in this article shall continue for the length of this Agreement. Western retains the right to determine carriers and administrative agents of such benefits and programs at its sole discretion, with the prior consultation of the WMU Chapter of the AAUP. 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.**

33.§2.1 *Faculty.* Western shall pay for one hundred percent (100%) of the cost of health care premiums<sup>3</sup> for bargaining unit faculty for the PPO health plan. A premium contribution is required for all other plans offered.

33.§2.2 *Spouse and Dependent.* Western shall subsidize medical premiums for the PPO at sixty percent (60%) for the spouse and/or dependents<sup>4</sup> of the bargaining unit faculty. For all other options Western shall subsidize medical premiums at fifty percent (50%) for the spouse and/or dependents of the bargaining unit faculty.

33.§2.3 *Retired Faculty.* Western shall continue to provide 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 ineligible for the MPSERS medical plan, the indemnity plan shall supplement Medicare. 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 would have been eligible for one (1) year following the faculty member's death. Western agrees to

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<sup>3</sup> Payment of the calculated premiums for the indemnity plan provides access to the benefits as described in that plan document.

<sup>4</sup> "Dependents" is used here to refer to children of bargaining unit members by birth, marriage, adoption, or court order, and is distinct from "spouse."

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 a leave of absence (LOA) 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, if applicable, 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. Proof of full-time student status shall be required on an annual basis.

33.§3 PRINCIPLES OF CARE AND SERVICES. Western shall provide health care benefit coverage to all bargaining unit faculty according to the level of service and plan design as described in the plan documents (Benefits Summary and Benefits Guides). "Medically necessary" care and treatment is that which is recommended or approved by a physician or healthcare provider, is consistent with the patient's condition and accepted standards of good medical practice, and is the appropriate level of services which can be safely provided to the patient.

33.§4 VISION AND DENTAL CARE SERVICES. The following health care services shall be covered.

33.§4.1 *Vision*. Eye examinations, lenses and frames according to the level of service and plan design (Benefits Summary and Benefits Guides).

33.§4.2 *Dental*. Dental services as per plan design described in plan documents (Benefits Summary and Benefits Guides).

33.§5 THE SINDECUSE PLAN. The "Sindecuse Plan" describes additional benefits applicable only to members enrolled in the University Indemnity or PPO plans.

33.§5.1 *Prescriptions*. Prescription drugs and medicines shall be available for a 20% co-pay with a \$5 minimum and a \$15 maximum at the Sindecuse Health Center pharmacy.

33.§5.2 *Laboratory Screening.* Preventive tests shall be available through Sindecuse at a subsidized rate and level of service as defined by that facility.

33.§5.3 *Preventive Care.* Annual physicals shall be available at Sindecuse at the level of service and plan described by that facility. 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.§ 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 toward 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 Spring 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 *The 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 will 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 shall 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.

<u>Attained Age</u>	<u>Amount of Life Insurance</u>
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 Spring semester of the academic year and the following Summer I/Summer II 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 Summer I/Summer II 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.

## APPENDIX G

### 2003 WINDOW SEVERANCE INCENTIVE PLAN

#### I. Eligibility Requirements

Bargaining unit faculty employees who have completed ten (10) years of service at Western Michigan University on or before their retirement/severance date, and who have reached the age of 55 on or before their retirement/severance date, and who are otherwise currently eligible to receive the "Supplemental Retirement Benefit" under the terms of Article 35, Section 3\* (i.e., meeting all conditions of Section 3's incorporation by reference of Article 35 Sections 1 and 2, and all sub-sections of Section 3) of the 2002-2005 WMU/AAUP Collective Bargaining Agreement, and who were members of the bargaining unit as of September 15, 2003, are eligible to participate in the 2003 Window Severance Incentive Plan. In order to facilitate an applicant's information as to eligibility, a basic summary of all conditions of eligibility for bargaining unit faculty applicants follows:

- (a) completion of at least ten (10) years or the equivalent of full-time service in a Board-appointed, ranked faculty position, as of the time of retirement/severance;
- (b) holding tenure in an academic department at the University prior to the effective date of retirement/severance;
- (c) employment at the time of retirement/severance;
- (d) age 55 or greater at the time of retirement/severance;
- (e) membership in the bargaining unit as of September 15, 2003.

#### II. Application Period and Procedure

The application period will begin one week after ratification of the tentative agreement in fall, 2003 and shall run through 4:30 p.m. on October 31, 2003. WMU will accept or deny applications in writing by November 7, 2003, based upon (a) eligibility (see I above); (b) timing (see III below); and (c) caps (see VI below). An employee whose application is accepted will be offered forty-five (45) days following acceptance to sign and return required waivers, releases, or other documents. The forty-five (45) day period may be waived by the employee if the employee so chooses. If such documentation is not timely signed and returned to WMU, then acceptance of the employee's application shall be withdrawn. Once the documentation is signed and returned to WMU, the employee shall have seven (7) further days to revoke the decision to

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\* There are three categories of faculty whose qualifications are articulated in a separate letter of agreement between Western Michigan University and the WMU Chapter of the American Association of University Professors (See Appendix H).

separate. If that decision is not revoked in writing within seven (7) days, the decision to separate becomes irrevocable.

### **III. Effective Dates**

Academic year faculty applicants will have the choice of designating one of three preferred separation dates: January 2, 2004; April 26, 2004; or January 2, 2005. Fiscal year faculty applicants may choose one of the above separation dates or may choose June 30, 2004. WMU will accept the applicant's preferred separation date, unless, in its sole discretion, it determines that acceptance of that date would have a negative impact on the particular department or college in question. In that event, WMU will notify the faculty member of a later separation date which in no event would be later than January 2, 2005.

### **IV. Benefit**

The window severance incentive benefit shall consist of the sum of (a) the "supplemental retirement benefit" described in Article 35 of the WMU/AAUP Collective Bargaining Agreement; plus (b) one week's pay times years of WMU service. The "one week's pay" shall be calculated on the following basis. For academic year faculty, the academic year salary will be divided by 150 days to establish a "daily" rate which will then be multiplied by five. For fiscal year faculty, the fiscal year salary shall be divided by 1.25 to convert it to an equivalent academic year salary, and then will be divided by 150 days to establish a "daily" rate which will then be multiplied by five.

### **V. Timing of Payout**

The amount of the window severance incentive benefit as defined in Section IV above shall be divided by five, and paid out in annual installments over a period of five years, except for those participants who are age 63 or above at the time of separation. For federal tax reasons, payments for employees age 63 through 65 at the time of separation shall not extend beyond age 67. Payments for employees over age 65 at the time of separation shall not extend beyond two years. Installments will be paid annually, starting with the first pay period in January of the year following their effective date of separation. In the event that a participant dies before the entire benefit is paid out, the entire remaining sum shall be promptly due and payable to the participant's estate.

### **VI. Caps by College**

WMU and the AAUP recognize that it would not be in the interests of either WMU or the faculty to have an inordinate number of separations within a particular college during a short period of time. Accordingly, there will be a "cap" within each college consisting of thirty percent (30%) of the eligible applicants. If this cap is exceeded, as calculated at the end of the application period, then acceptance of applicants within a college shall be determined by reverse order of WMU seniority date. Upon request, and after consultation with the AAUP and the dean of the affected college, the provost may, at WMU's sole discretion based on guidelines to be

shared with the AAUP prior to the exercise of that discretion, approve individual exceptions to the cap.

## **VII. Amendment of Article 35 Supplemental Retirement Benefit**

The Article 35 supplemental retirement benefit will be amended as follows:

A. Bargaining unit faculty who are eligible for the window benefit, but who choose not to apply during the window, or whose applications are denied, must, no later than May 1, 2004 exercise a one-time irrevocable option to either (1) choose the then applicable salary supplement under VII C; or (2) choose to remain eligible for the Article 35 supplemental retirement benefit.

B. Bargaining unit faculty who would become eligible for the Article 35 supplemental retirement benefit as of January 10, 2009 must, no later than May 1, 2004 exercise a one-time irrevocable option to either (1) choose the then applicable salary supplement under VII C; or (2) choose to remain eligible for the Article 35 supplemental retirement benefit.

C. Bargaining unit members currently eligible for the Article 35 supplemental benefit under the terms of Article 35, Sections 1, 2, and 3 who have less than 20 years of WMU service, and who are not covered by VII A or B, will no longer be eligible for this benefit, but will receive the following amounts on the first full pay period of the selected pay option (fiscal, academic, or alternate year) for the 2004-2005 fiscal year as a one time adjustment to their base pay:

Less than 6 years service --	.5%
6 years service --	.6%
7 years service --	.7%
8 years service --	.8%
9 years service --	.9%
10 years service --	1.0%
11 years service --	1.1%
12 years service --	1.2%
13 years service --	1.3%
14 years service --	1.4%
15 years service --	1.5%
16 years service --	1.6%
17 years service --	1.7%
18 years service --	1.8%
19 years service --	1.9%

**Years of service will be determined as of June 30, 2004.**

D. Bargaining unit members currently eligible for the Article 35 supplemental benefit under the terms of Article 35, Sections 1, 2, and 3 who have 20 or more years of WMU service, and who are not covered by VII A or B, must, no later than May 1, 2004, exercise a one-

time irrevocable option to choose (1) a 1.9% one time adjustment to their base pay; or (2) choose to remain eligible for the Article 35 supplemental retirement benefit. (Note: Current benefit under Article 35 supplemental benefit is not secured beyond 2009).

E. In the event that eligible bargaining unit faculty under VII A or VII B above fail to exercise their option by May 1, 2004, Western and the AAUP shall consider those bargaining unit faculty to have irrevocably exercised the option to receive the salary supplement under VII C.

F. New bargaining unit hires, defined as those with a hire date after the beginning of the Spring 2004 semester, will not be eligible for this benefit.

### **VIII. Releases**

In consideration of WMU's acceptance and approval of an employee's application for this Plan, the employee shall waive, effective the date of the employee's separation from WMU, all employment rights, all entitlement to future wage and benefit increases, all rights to participate in any group benefit plans other than the retiree benefits as outlined in the WMU/AAUP Collective Bargaining Agreement, and shall agree not to re-apply for employment, unless such reapplication is consented to by WMU.

## APPENDIX H

### **Letter of Agreement between Western Michigan University and the WMU Chapter of the American Association of University Professors Regarding the Window Severance**

Three categories of bargaining unit faculty who do not meet the eligibility requirements for the Window Severance Incentive Plan described in Appendix G, Part I, Eligibility Requirements, will be eligible if they meet the requirements described below. The three categories are: language specialists; grant contract faculty; and faculty who have completed at least ten (10) years or the equivalent of service at Western Michigan University but who have completed less than ten (10) years of service as a faculty member. For these three categories of faculty, the eligibility requirements at the time of retirement/severance follow:

1. completion of at least ten (10) years or the equivalent of full-time service at Western Michigan University;
2. employment by Western Michigan University;
3. age 55 or older;
4. membership in the bargaining unit as of September 15, 2003.

With regards to effective dates of retirement for faculty applicants who are eligible to receive a pension and health insurance through the Michigan Public School Employees Retirement System (MPERS), the effective date of their retirement shall be December 31, 2003, or April 30, 2004, or December 31, 2004. This will allow for uninterrupted health insurance coverage (i.e., university sponsored health insurance to MPERS health insurance). Installments will be paid annually. For a December 31, 2003, retirement date, the first payment will be issued with the first full pay period in January, 2005; for a retirement date of April 30, 2004, the first payment will be issued with the first full pay period in January, 2005; for a December 31, 2004 retirement date, the first payment will be issued with the first full pay period in January, 2006.

With regards to effective dates of retirement for academic year faculty applicants who are Medicare (Parts A & B) eligible, the effective date of their retirement shall be December 31, 2003, or April 30, 2004, or December 31, 2004. This will allow for uninterrupted health insurance coverage (i.e., university sponsored health insurance plan to Medicare Parts A & B). Installments will be paid annually. For a December 31, 2003, retirement date, the first payment will be issued with the first full pay period in January, 2005; for a retirement date of April 30, 2004, the first payment will be issued with the first full pay period in January, 2005; for a December 31, 2004 retirement date, the first payment will be issued with the first full pay period in January, 2006.