

AGREEMENT

WESTERN MICHIGAN UNIVERSITY

AND

THE TEACHING ASSISTANTS' UNION

**AMERICAN FEDERATION OF TEACHERS
AFL-CIO LOCAL 1729**

2009-2012



Teaching Assistants Union

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Recognition

The Graduate College at Western Michigan University recognizes graduate appointments of three appointment types: Graduate Assistantships, Doctoral Graduate Assistantships, and Doctoral Associateships. Each graduate appointment also carries a classification: teaching, research, or non-teaching.

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on May 3, 2006, in Case No. R06 B-020, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other conditions of employment for all employees in the following described bargaining unit:

Included:

All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates appointed by the Employer with the classification of teaching. Collectively these positions are known as teaching assistantships.

Excluded:

1. All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates appointed by the Employer with the classification of research.
2. All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates appointed by the Employer with the classification of non-teaching.
3. All faculty, as defined in the then-current faculty collective bargaining agreement, and all part-time faculty and/or part-time instructors.
4. All supervisors and other employees.

Article 2 Definitions

1. Employee: The term "Employee" (and "Employees") as used in this Agreement shall mean a member of the bargaining unit.
2. Employer: Western Michigan University, a constitutionally established institution of higher education located in Kalamazoo, MI, its Board of Trustees, and the administrative agents of that Board. "The Employer," "Western," "the University," and "the Administration" shall be regarded as interchangeable terms.
3. Union: Teaching Assistants Union (TAU), AFT, AFL-CIO, Local Number 1729.
4. Classification of Teaching: All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates will be assigned the classification of teaching if their primary duties are coordinating, leading, or assisting in the instructional process in direct interaction with students or holding regularly scheduled office hours for direct interaction with students, or

grading papers or examinations in a manner that requires subjective evaluation above and beyond the mechanical or routine comparison of submitted papers or examinations with answers, responses, or elements predetermined as correct or acceptable by another individual or method.

5. Good standing: A graduate student being in good standing is determined according to current University policy.

Article 3 Non-Discrimination Policy

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, disability, marital status, or sexual orientation.

Employees will be afforded any additional protections, more expansive than above, as set forth in any current non-discrimination policies of the Board of Trustees of Western Michigan University.

Article 4 University Rights

The University retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to manage, direct and control the University and its programs, and to determine and make decisions on the manner in which the University's operations will be conducted, except where limited by the express and specific terms of this Agreement. This Agreement shall in all cases be interpreted so as not to deprive the University of its legal authority to control all final decisions regarding its academic and non-academic programs.

Article 5 Union Rights

1. The Union's internally-designated representatives will be permitted to transact official business with appropriate representatives of the Employer at mutually agreeable times provided that they follow regular Employer procedures.

2. The Union may request to schedule periodic meetings to conduct Union business on campus, subject to customary charges, if any. Other facilities or equipment, such as computing and audiovisual, may also be available at customary charges. Requests for such space shall be processed through regular Employer procedures.

3. Each semester/session, upon request of the Union, twenty (20) minutes will be made available to the Union at the first Employee training or Employee orientation session (if any) of any academic department/school, academic college, or the Graduate College, with scheduling at the discretion of the department, school, or college.

4. The Union has the right to affix notices to approved or designated bulletin boards on campus.
 - a. Upon request, the Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in ten (10) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8 1/2-inch by 11-inch sheets.
 - b. All other posting of material must comply with SALP policy (see, http://salp.wmich.edu/Flyer_posting_guidelines.pdf).
 - c. All notices shall be signed by a responsible officer of the Union and be informational to the members of the bargaining unit concerning Union business and social events. In no case will the Union post on Union bulletin board space derogatory or defamatory material about the University, its units, or any employee of the University.
5. The Employer will, by the end of the first full week of each semester/session, supply to all Employee supervisors and to all faculty appointed to courses that employ Employees a document summarizing those terms and conditions of this Agreement relevant to those faculty and the Employees they are supervising. This document will be co-written and co-signed by the Employer and the Union, and will be reviewed and distributed each year by August 1.
6. The Employer shall provide the Union with file space for a Union website, along with links to the Union website from the Human Resources and Graduate College web pages.
7. The Union shall be permitted to distribute materials in University mailboxes on the basis of an employing unit's customary means and through electronic mail.
8. Western will provide, without charge, one (1) teaching assistant parking pass for use by the Union's employee. The Union shall not allow any other persons to use the parking pass.

Article 6

Union Dues and Service Fees

1. General Provisions

- a. The parties recognize that the proper negotiation and administration of this Collective Bargaining Agreement and the fulfillment by the Union of its statutory duty of representation entail expenses which are appropriately shared by all Employees who are the beneficiaries of the Agreement.
- b. The Employer shall, when issuing letters of appointment, state that Teaching Assistants are represented by TAU, a union financially supported by dues/fees. The letter of appointment will reference the current TAU website for further information.
- c. All Employees shall, within thirty-one (31) calendar days after the effective date of appointment, tender payment to the Union of either the dues assessed on members, or the service fees assessed on nonmembers, or sign an authorized form for payroll deduction of dues or service fees, or make written application to the Union for religious objector status

(see Section 2).

d. Payment of dues or fees: The Administration shall deduct from the salaries of Employees, in installments for each pay period, service fees or dues levied by the Union, provided the Employee has voluntarily executed a standard form, prepared by the Union and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.

e. An Employee who has authorized dues or service fees deductions may cancel such authorization by submitting to the Union written notice of cancellation, provided that s/he has made alternate arrangements for payment to the Union.

f. The Administration shall furnish to the Union each pay period a listing of all dues and service fees deducted from the salaries of Employees. The Administration shall transfer all dues and service fees deductions to the Union each pay period.

g. Western shall not be liable to the Union, 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 Employee.

h. No earlier than thirty (30) calendar days and no later than forty-five (45) calendar days after an Employee comes into noncompliance with the provisions of this article, and following at least fourteen (14) calendar days written notice to the Employee, the Union may notify the Director of Academic Collective Bargaining and Contract Administration that the Employee has not complied with this article. Upon receipt of such written notification from the Union, Western shall notify the Employee that failure to comply with the terms of this article within fourteen (14) calendar days will result in the automatic deduction of a representation fee in an amount equal to the service-fee obligation of an Employee at the applicable rate of pay during his/her term of employment. The representation fee shall be remitted to the Union by the Employer.

i. Indemnification: The Union 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 costs of litigation and the fees of an attorney at the Union attorney's customary rate.

2. Religious Objector Status

a. The Union shall make available to Employees, upon request, a written explanation of the process by which an Employee may apply to the Union for religious objector status. Upon application for that status, the Union shall provide a written decision on religious objector status to the Employee applying no later than twenty (20) calendar days after the date of receipt of the application, with a copy of the decision to the Employer.

b. Any person granted religious objector status by the Union shall, within ten calendar (10) days after receipt of written notification from the Union of the granting of such

status, pay to the Union an amount of money equal to the service fees assessed on non-members. Such amounts shall be forwarded intact to the Rollie Hopgood Scholarship Fund of AFT-Michigan.

c. Any person not granted religious objector status shall, within ten (10) calendar days after receipt of written notification from the Union, tender payment to the Union 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.

Article 7 Information

1. Upon written request from the Union, the Employer will provide the Union with relevant information necessary for the purposes of collective bargaining, as allowed by state or federal law. The cost of providing and reproducing such information shall be discussed and agreed upon by the parties.
2. Not more than ten (10) working days after the start of each semester/session, the Employer shall provide, at no cost to the Union, a preliminary list of all current Employees in the bargaining unit, with an updated list provided no later than twenty (20) working days after the start of each semester/session. These lists will be provided by the Employer in an electronic format, shall be alphabetical, and contain:
 1. Name of the Employee.
 2. Employee number.
 3. Employing unit.
 4. Enrolled unit.
 5. Job title.
 6. Appointment level.
 7. Appointment percentage.
 8. Rate of pay.
 9. Local address and phone number.
 10. Permanent address and phone number.
 11. E-mail address.
 12. U.S. citizenship status.
3. If a court of competent jurisdiction rules it is impermissible for the Employer to provide any of the above information, the Employer will give the Union the opportunity to convene an Article 17 conference before complying with the court ruling. The Employer retains the discretion to decide whether it can delay complying with the court ruling pending an appeal.
4. Upon written request from the Union, the Employer shall provide updates of the list of current Employees in the bargaining unit. Such an update shall be available within ten (10) working days of the request from the Union. The Union will pay the Employer's regular price for such updates.
5. The Union shall retain all information in confidence and disclose it only to those whose

Union duties require them to have such information.

Article 8

Appointment and Assignment

1. Appointment

- a. Employing units will make available on their websites information concerning teaching assistantships, including descriptions of required and preferred qualifications, application and selection procedures, application due dates, and the name or location of an office where inquiries or applications may be made. Links to these sites will be made available on the Graduate College website.

2. Appointment Decisions

- a. The Employer, through its employing units, will notify applicants for teaching assistantships of employment decisions:
 - i. By March 31 for bargaining unit members who will be employed for a following Summer Session.
 - ii. By March 31 for bargaining unit members who will be employed for either the following Fall Semester or for the following Fall and Spring Semesters except where external deadlines exist. In such cases, after documentation of the deadline is presented by the Employer to the Union by December 15th, the deadline for notification will be extended to the date of the external deadline.
 - iii. By December 1 for bargaining unit members who will be employed for the following Spring Semester.
 - iv. An employing unit that has employment opportunities after the dates in i, ii, and iii, above, will maintain a pool of applicants who meet employment qualifications and who may be employed at a later date. The employing unit will, upon request, advise applicants as to whether they are in the pool.

3. Assignments

- a. Employing units will permit Employees as well as applicants for teaching assistantships to express their preferences for work assignments in writing through established procedures within the departments. Final determination of all work assignments shall be made by the Employer.
- b. Employing units will make available on their websites a listing of courses that typically

have teaching assistants assigned and/or are expected to have teaching assistants assigned.

- c. Units will, through their websites, provide updated lists to include other course opportunities that may become available. A separate list of Summer Session course opportunities will be posted if applicable.

Article 9 Salaries

1. General Compensation Provisions

a. The salaries and salary adjustments listed below are minimum requirements and do not include the cash value of tuition waivers (Article 11). At its discretion, the Employer may make upward adjustments in the salary and fringe benefits of individual Employees when appropriate. Each Employee will be appointed at one of the appointment levels (full, $\frac{3}{4}$, $\frac{2}{3}$, $\frac{1}{2}$) listed below.

b. If an Employee's graduate appointment under the classification of teaching is renewed, there should be no reduction in the appointment type or funding level unless by mutual agreement of the Employer and Employee.

2. Salary Baseline and Wage Adjustments for Contract Period

Employees will receive their base pay according to the Employer's pay schedule.

For the period specified, pay shall be:

Graduate Assistant/Doctoral Graduate Assistant: Full Appointment (a total work assignment for the semester/session of up to 20 hours per week, on average)

2009-2010:

\$5385.00 per Fall or Spring semester, \$2,692.50 per Summer I or Summer II session.

2010-2011:

\$5,493.00 per Fall or Spring semester, \$2,746.50 per Summer I or Summer II session.

2011-2012:

\$5,658.00 per Fall or Spring semester, \$2,829.00 per Summer I or Summer II session.

Doctoral Associate: Full Appointment (a total work assignment for the semester/session of up to 20 hours per week, on average)

2009-2010:

\$6,648.00 per Fall or Spring semester, \$3,324.00 per Summer I or Summer II session.

2010-2011:

\$6,781.00 per Fall or Spring semester, \$3,390.50 per Summer I or Summer II session.

2011-2012:

\$6,985.00 per Fall or Spring semester, \$3,492.50 per Summer I or Summer II session.

Salaries and average hours worked for $\frac{3}{4}$, $\frac{2}{3}$, and $\frac{1}{2}$ fractional appointments will scale accordingly, rounded up to the nearest quarter/quarter hour.

Article 10 Benefits

For each year of this contract, the Employer shall, for each employee on a full appointment, contribute (prorated for fractional appointments) towards the premium cost of a student health insurance plan made available by the University. Premium payments to be made by the Employee shall be deducted in pro-rata amounts from paychecks. Employees electing health care insurance in the fall semester will have their premium payments deducted from the last six (6) paychecks of the fall semester as well as the first six (6) paychecks of the spring semester. For Employees electing health care insurance beginning in the spring semester, the premium payments will be deducted from the last six (6) paychecks of the spring semester.

The Employer contribution shall be:

	Basic Plan	Comprehensive Plan
2009-2010	\$800.00	\$900.00
2010-2011	\$850.00	\$950.00
2011-2012	\$900.00	\$1,000.00

An Employee who, during the academic year, has been insured during (1) the fall and spring semesters, or (2) only the spring semester, and has paid his/her portion of the premiums (if any) shall be covered until the end of the insured year.

If the total premium is projected to increase by 12% or more in year 2 or 3 of the agreement, either party may exercise the option to open this article.

Article 11 Tuition Waiver

1. Tuition remission is granted during semesters/sessions falling within the employment period specified in the Employee's letter of appointment. The amount of tuition remission granted shall be pro-rated for fractional appointments. Any tuition owed by an Employee may be paid via the University's deferred payment plan. The set-up fee for the deferred payment plan will be refunded after the first payment is received. There is no interest charged when payments are made according to the payment plan.
2. All Doctoral Associates and Doctoral Graduate Assistants shall be granted a minimum of 9

credits of tuition remission during each of Fall/Spring semesters, and a minimum of 3 credits of tuition remission during each of Summer I/Summer II sessions.

3. All Graduate Assistants shall be granted a minimum of 6 credits of tuition remission during each of Fall/Spring semesters and a minimum of 3 credits of tuition remission during each of Summer I/ Summer II sessions.

Article 12 Leave Time

1. Medical Leave

An Employee shall be eligible for up to five (5) days of medical leave pay in a semester/session beginning the first day of the initial employment period. The Employee must take medical leave when unable to meet employment obligations (e.g., lectures, recitations, labs, office hours, staff meetings, etc.) because of personal illness, injury, or other disabling medical condition, or when the Employee's physical presence is needed for direct participation in the care of the Employee's ill, injured or disabled spouse, child (including step-child), mother, or father. The Employer may request documentation of such need, and the Employee shall provide documentation when requested.

Nothing in this Article shall be construed so as to limit an Employee's rights under the Family Medical Leave Act.

2. Jury Duty/Court Testimony

In the event an Employee is unable to meet employment obligations (e.g., lectures, recitations, labs, office hours, staff meetings, etc.), because he/she is summoned and reports for jury duty or is subpoenaed for court testimony in a legal action to which he/she is not a party, the Employee shall be granted paid time off. An Employee who uses leave to serve jury duty will remit to the Employer his/her jury duty pay, if any. When summoned or subpoenaed for jury duty or testimony, the Employee shall provide the immediate supervisor (or department or unit designee) with written verification (i.e., copy of summons or subpoena) of the times and dates of the required service.

3. Immigration Proceedings

In the event an Employee is unable to meet employment obligations (e.g., lectures, recitations, labs, office hours, staff meetings, etc.) because he/she is compelled during working hours to participate in immigration proceedings for him/herself or for the Employee's spouse or child (including step-child), such absence shall be with compensation for up to two (2) days of absence. If compelled to participate in immigration proceedings during working hours, the Employee shall provide the immediate supervisor (or department or unit designee) with written verification from the involved governmental agency including times and dates relevant to the absence.

4. Bereavement Leave

An Employee will be granted up to five (5) consecutive university working days off with pay to attend the funeral, memorial, or other similar service or gathering, and/or to make arrangements necessitated by the death of a family member. In this case, family member will be defined as spouse, parent (or other person standing *in loco-parentis* to Employee), child (including step-child), grandparent, sibling, or the Employee's spouse's parent, grandparent, or sibling.

5. Designee in Lieu of Spouse

An Employee may, in lieu of and other than a spouse, designate one person for whom the Employee may exercise the benefits of items 1, 3, and 4 of this article.

6. Replacement Coverage

In the event an Employee is unable to meet employment obligations for reasons covered under this Article, the Employee will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the Employer. In addition, an Employee will make reasonable efforts to assist in arrangements for another to meet his or her employment obligations. It is the responsibility of the Employer to find a temporary replacement.

In no case will the Employee be required to pay for the replacement work or coverage.

Article 13 Standard Performance Requirements

In the performance of their duties, all Employees will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory, employing unit and the University.

1. Employee Responsibilities

- a. Employees are responsible for following University policies and procedures regarding instruction.
- b. Employees are responsible for carrying out their duties under the direction, and according to the requirements, of assigned faculty of record or supervisors.
- c. Employees shall be responsible, under faculty of record or supervisor direction, for maintaining the integrity of scholarship, grades and professional standards in instruction.
- d. Employees who are assigned responsibility for determining course/laboratory content will ensure that such content is consistent with course descriptions approved through the University Curriculum Review Process.
- e. Where applicable, Employees are responsible for clearly stating course objectives, methods of determining final course grades and any special attendance requirements that

differ from the unit's attendance requirements at the beginning of the semester/session, and for specifying the above in course syllabi.

- f. Assignments and examinations are expected to be returned to students with reasonable promptness. Final exams and grading records shall be retained for at least one semester to permit review by students.
- g. Employees are expected to meet their classes at the regularly scheduled times. In the event of illness or injury, Employees will, when possible, notify the supervising faculty or employing unit in advance if they are to be absent. In other cases, absences from class must be approved in advance by the employing unit. Employees are encouraged to assist the employing unit in finding appropriate coverage for the missed classes.
- h. Employees are expected to schedule and keep a reasonable number of office hours, in accordance with established University or departmental policy, and to make appointments available for individual student or small group conferences as needed. These times should be convenient for both students and Employees. Employees shall make reasonable efforts to respond to work-related e-mail communications.
- i. Grades shall be assigned based on the methods described in the course syllabus and turned in to meet employing unit deadlines. When there are multiple Instructors of Record, there will be reasonable attempts to consult on final grades prior to submission of such grades.
- j. Student ratings of instruction (course evaluations) shall be conducted in each class taught by Employees in accordance with established University or department procedures. Copies of his/her student ratings will be provided to each Employee, and summaries of student ratings shall be placed in the Employee's personnel record for use by the employing unit and the University in evaluating the Employee.

2. Unit Policies

- a. Each employing unit shall provide to the Union or an Employee in the unit, upon request, a copy of its policies at no cost.
- b. Each employing unit shall communicate to its Employees any new policies or changes in policy, the standards of Employee conduct, and the penalties, if any, for violating such policies.
- c. Departments will make available to Employees information directly relevant to the courses which Employees are teaching, which at the minimum includes course catalog information, departmental syllabi, approved textbook information, exam protocols, and relevant procedures for proposing adjustment to any set course policies.
- d. Departments are encouraged to evaluate the performance of Employees annually.

Article 14

Employee Rights

1. **Library Access:** Employees will receive the following privileges at the University Libraries when they identify their status as Employees before checkout: the borrowing period for an Employee is one semester; Employees may borrow up to 50 items, and are exempt from ordinary overdue fines. The exemption from ordinary overdue fines does not include fines for overdue recalled items and replacement charges for lost items. Details are available at the library circulation desk.
2. **Mailboxes:** Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive University business correspondence and U.S. Mail. Where possible, each department or unit shall make available one (1) receptacle for each Employee, but no less than one (1) receptacle for every five (5) employees.
3. Departments will make arrangements for Employees to obtain texts when provided free of charge by the publisher. Any instructional materials required by the department chair or designee for a course being taught by the Employee and required of students taking the course will be provided or made available at no cost to the Employee.
4. Employees will be accorded the use of University facilities (e.g., offices, research facilities, etc.) authorized by the director of the facilities on the same basis as faculty. This provision does not apply to the West Hills Athletic Club.
5. An Employee's department or unit shall make arrangements for the Employee's access to his or her office, and to the building containing that office, consistent with arrangements made for the instructional or research or similarly situated professional staff of that department or unit.
6. Supplies, duplicating, collating and other office machinery (including but not limited to photocopiers, computers and computer printers) shall be available without charge to an Employee at least to the extent required by his/her employment obligations, as determined by the employing unit.
7. Prior to making any changes in final grades, the chair or designee shall make reasonable attempts to consult with the Employee.
8. **Parking:** Employees will be provided with the choice of either a hang-tag parking pass, or a parking sticker valid for parking in university employee parking lots at no cost. Each pass or sticker will be valid for the period of the Employees' current appointment.
9. Employees will receive a 10% discount on books and supplies purchased for personal use at the University bookstore (excluding class rings and sale items) in the term during which they hold an appointment. To receive this discount, Employees must identify their status as Employees at the service desk before purchases are made.
10. Employees will be accorded priority in securing University housing in residence halls or

family housing apartments (if deadlines are observed and vacancies permit).

Article 15 Job Security

1. Period of Employment

a. An Employee's employment terminates at the end of the period specified in the Employee's appointment letter or when the Employee fails to meet the requirement of being a full-time graduate student in good standing in a graduate degree program.

2. Procedures for Assignment/Reassignment

a. A signed appointment letter received by the Employer is an accepted offer of employment.

b. The Employer will provide the Employee at least two (2) calendar weeks' notice of any change in appointment. If the need for change becomes known in a period shorter than two (2) calendar weeks, notice will be provided as soon as possible.

c. If an accepted offer of employment must be terminated for reasons other than: (1) unsatisfactory employment performance; or (2) the Employee failing to meet the requirement of being a full-time graduate student in good standing in a graduate degree program, the Employer shall make reasonable effort to find the Employee an alternate departmental instructional appointment.

d. If no alternate departmental instructional appointment can reasonably be arranged, the Employee will be offered non-instructional duties, if available.

e. An offered instructional appointment or non-instructional duties must be accepted within three (3) business days after the offer.

f. If non-instructional duties are unavailable, or if the Employee declines the offered instructional appointment or non-instructional duties, the Employer's placement efforts end.

3. General Disciplinary Provisions

a. The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against Employees for just cause.

b. Discipline and/or discharge may result from unsatisfactory employment performance (subject to the procedure described below) or for Employee misconduct. Either may result from an accumulation of lesser infractions or from a single serious infraction.

c. Whenever possible, the Employer shall give the Employee advance notice of its intent to hold an investigatory interview. An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the Employee, and if the Employee requests one.

d. If any disciplinary action is taken against an Employee, the Employee will receive a written notice of such action. A copy of the notice will also be provided to the Union.

4. Procedure for Unsatisfactory Performance

a. In cases of unsatisfactory employment performance, the matter will be discussed with the Employee prior to any action being taken. A written summary of such a discussion will be available at the written request of the Employee provided the Employee's request is received within forty-eight (48) hours of the discussion; whenever the Employee requests such a summary, a copy of the document will also be provided to the Union.

b. If the Employer determines that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction.

c. When appropriate, employment duties may be reduced and employment fraction and pay may be reduced correspondingly, or employment may be terminated.

5. Appeals

a. Grievances regarding suspension, discharge, or reduction in fraction of employment and pay may be submitted beginning at Step Two of the Grievance and Arbitration Procedures, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of the termination, suspension, or reduction. Grievances regarding other forms of discipline may be submitted beginning at Step One of the Grievance and Arbitration Procedures, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of disciplinary action.

b. If, in the event of arbitration, the Arbitrator does not find for the Employer, the Arbitrator may make only a finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the Employee would have earned from the date of termination to the end of the term of employment, plus interest.

Article 16 Grievance and Arbitration Procedures

1. Definition and Representation

A grievance is a written complaint and request for remedy involving an alleged violation of a specific provision(s) of the Agreement and filed using the procedure outlined below. The primary purpose of this procedure is to secure, at the lowest level possible, equitable resolution of the grievance.

2. Informal Resolution of Workplace Concerns

Nothing contained in this article shall prevent the informal adjustment of any workplace concern, and the parties intend that, insofar as is reasonably possible, every workplace concern will be resolved between the employee(s) involved and the administrative agent(s) of Western immediately involved.

3. Grievants

The Union is responsible for determining when, in its judgment, there has been an alleged violation of the contract, and for filing grievances with the appropriate administrator(s) accordingly.

When more than one Employee has a grievance involving common facts and provisions of the Agreement, the Union shall process the grievance on behalf of all similarly-situated Employees, clearly specifying that it is a "Group Grievance."

Where one or more extant grievances involve a similar issue, those grievances, by mutual agreement of the parties, may be held in abeyance without prejudice, pending the disposition of an appeal to Step Two or arbitration of a representative case.

4. Grievance Procedure

The specified time limits at each step of the procedure may be extended by mutual written agreement of the parties involved at that step.

An actual verified receipt, time-stamped email, or postmark will be regarded by the parties as evidence of delivery and receipt for the purposes of determining whether time limits have been met.

- a. Initiation of Grievance. The Union may initiate a grievance by serving a written notice of it to the appropriate administrative agent (e.g., a grievance within a department shall be filed with the dean of the relevant college). A copy of any grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration. 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 grievance officer of the Union. 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 employee or the Union 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 employee or Union had knowledge thereof or conditions were such that the employee or the Union should have had knowledge thereof.

i. In the event of an error in the identification of the appropriate administrative agent(s), the employer shall bear the responsibility of notifying the Union of the error and of routing the grievance to the appropriate administrative agent(s). Errors in the identification of the appropriate administrative agent(s), and the time entailed in correcting them, shall not be counted against the thirty (30) calendar day time limit for the initiation of a grievance.

b. Step One. Upon receipt of the written grievance, the designated administrative agent shall arrange a meeting to discuss the grievance with the appropriate representative(s) of the Union. The administrative agent may invite an associate to attend, and additional persons may be present by mutual agreement. This presentation by the Union and ensuing discussion shall be completed within fourteen (14) calendar days after the required initiation notice is received by the administrator. A written answer to the grievance shall be given to the Union by Western within fourteen (14) calendar days of that meeting. If the grievance is adjusted to the Union's satisfaction, the adjustment will be signed by the parties. One (1) copy thereof will be given to the Union, one (1) copy to the Director of Academic Collective Bargaining and Contract Administration, and one (1) copy will be retained by the administrator.

i. If the representative of Western fails to schedule a meeting within fourteen (14) calendar days of receipt of the grievance, or to respond in writing to the grievance within fourteen (14) calendar days of the meeting, the grievance shall automatically advance to the next step of the grievance procedure. In the event of the failure to comply with the time limits on the part of the Union, the grievance shall be considered as having been withdrawn.

c. Step Two. If the grievance is not adjusted in Step One, the Union may appeal the grievance to the second step of the grievance procedure, provided such appeal is sought in writing, signed by the Union, sets forth the objection to the Step One answer, and, within thirty (30) calendar days after receipt of the Step One answer is presented to the Director of Academic Collective Bargaining and Contract Administration.

i. If the representative of Western fails to schedule a meeting within fourteen (14) calendar days of receipt of the grievance, or to respond in writing to the grievance within fourteen (14) calendar days of the meeting, the grievance shall be advanced to arbitration at the Union's option. In the event of the failure to comply with the time limits on the part of the Union, the grievance shall be considered as having been withdrawn.

d. Impartial Arbitration

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.

A grievance, as defined in Section 1, which is not resolved at Step Two of the grievance procedure may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the Director of Academic Collective Bargaining and Contract Administration within thirty (30) calendar days following receipt by the Union of the Step Two answer (or, as per the time limits set forth in Section 4.c.i.). Such notice shall identify the grievance, and shall set forth the provisions of the Agreement involved and the remedy desired.

i. Following written notice to the Director of Academic Collective Bargaining and Contract Administration, an arbitrator shall be selected from the rotating panel of arbitrators set forth in Section 4e below. If the arbitrator at the head of the queue is unable to schedule a hearing date within 120 days of the request for his/her services, the next arbitrator will be contacted, and so on until an arbitrator who can schedule the hearing within 120 days is identified. If the Arbitrator does not accept selection, the next Arbitrator on the panel will be contacted.

ii. The Employer and Union shall jointly notify the Arbitrator of his/her selection, and upon acceptance by the Arbitrator, shall forward to the Arbitrator a copy of the grievance chain, the Union's notice of intent to arbitrate and a copy of the Agreement. If the Arbitrator does not accept selection, the next Arbitrator on the panel will be contacted.

iii. The Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision. The hearing will be held in Kalamazoo, Michigan, unless the parties mutually agree to a different location.\

iv. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.

v. Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator, with the Employer and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the cost of the Arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.

vi. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.

vii. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Article 16, Section 1 submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.

viii. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify this Agreement. The Arbitrator shall also not have the authority to order that a discharged Employee be reinstated or offered a new appointment, but rather any monetary remedy for

wrongful discharge will be limited to the remaining unpaid portion of the Employee's appointment.

ix. The fees and expenses of the Arbitrator shall be paid by the party not prevailing. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative.

x. The Arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing or the deadline for the submission of briefs, whichever is later.

xi. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.

xii. The provisions of this section do not prohibit the Employer and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances

e. Panel of Arbitrators:

Deborah Brodsky, Mark Glazer, Ruth Kahn, Maurice Kelman, Theodore St. Antoine,
Donald Sugerman

5. Procedure for Disputes Over Employee Classification

In the event that the Union believes an employee has not been properly classified, and the employee's classification would be determinative of whether the employee is a member of the bargaining unit, the Union may request the convening of a special conference (as per Article 17) to discuss this matter. Should the special conference fail to resolve the matter, a grievance may be initiated at Step Two of the grievance procedure.

Article 17
Special Conferences

Special conferences on issues of mutual interest to Employees and the Employer may be arranged between representatives of the Union and of the Employer. The agenda and scheduling of the special conference will be determined by mutual agreement of the representatives of the Union and of the Employer.

Article 18
Class Size

1. Class-size capacities for all courses in a department are determined in accordance with the faculty collective bargaining agreement.
2. When scheduling Employees' course sections, departments will set class sizes in the same manner as for faculty.

3. Departments will make known to Employees departmental procedures for adding additional students to class rosters.
4. The special conference procedure (as set forth in Article 17) shall be made available to discuss Employee concerns regarding class size.

Article 19 Curriculum

1. The curriculum and the educational programs of Western Michigan University are established through the University Curriculum Review Process (UCRP).
2. Departmental curriculum committees and associated policy-making bodies are encouraged to solicit and consider Employees' input when re-organizing or reviewing courses taught by Employees.
3. Employees are encouraged to submit written comments and recommendations to departmental curriculum committees and associated policy-making bodies for their consideration.
4. Nothing herein precludes oral dialogue on class-specific or overall curriculum.

Article 20 Training and Professional Development

1. The Employer is responsible for establishing orientation and in-service training programs for all Employees. Such programs shall, at a minimum, provide training in the teaching of subject matter, an introduction to course goals, grading criteria and practices, and classroom procedures. Employees shall, as part of their regular duties, participate in such programs.
2. While such programs are important for all Employees, attendance will not be required for any Employee who is determined by the employing unit already to have the skills and experience equivalent to those provided in the program.
3. The Employer shall consider Employee input and participation in developing training programs. Employing units will consider Employee requests for additional training.
4. To gain feedback and increase Employees' effectiveness, employing units will be encouraged to provide avenues for professional development. Such avenues may include mentorship in pedagogy and class observation by faculty and/or peers.
5. If required training occurs during the defined work period of an Employee's employment, then time spent in training will be included as part of the hourly total in the Employee's workload. If required training occurs before the defined work period of an Employee's employment, the Employee will be compensated in salary at the hourly equivalent of the

Employee's rate. Given a timely request by the Employee, the Employer will provide housing, if available, at the customary rates, to be paid by the Employer for Employees who attend training prior to the first day of the defined work period of an Employee's employment.

6. Employees will not be required to pay for mandatory training sessions.
7. Upon request, the Employer agrees to meet with representatives of the Union, under the auspices of Article 17, to receive input, comments and suggestions relating to the need for specific training programs, the content of programs offered or programs to be considered for development. In such meetings the Employer agrees to arrange for participation of members of the University community with appropriate expertise.

Article 21

Scope of the Agreement

1. This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall supersede and cancel all previous agreements, between the Employer, the Union or Employees. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Union.
2. No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms and conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the Employer and the Union.
3. The Employer and the Union 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. No provision of this Agreement, nor the right of either the Employer or the Union under the terms of the Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between Employer and the Union. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.
4. Any agreement reached between the Employer and the Union is binding upon all Employees in the bargaining unit, the Employer and the Union, and may not be changed by any individual or group of Employees, or unilaterally by the Employer or the Union.
5. Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid,

upon written request the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Article 22
Duration

This Agreement shall become effective as of August 18, 2009 and shall continue in full force and effect until 12:01 a.m. on the 22nd day of August, 2012

This Agreement will terminate at the end of Summer II session 2012. It may extend beyond that date upon written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by September 15, 2011. Following such notice, negotiations will begin by October 1, 2011, unless mutually agreed otherwise, with the intention of reaching a successor Agreement prior to February 15, 2012.

This Agreement is signed in Kalamazoo, Michigan on this 31st day of March, 2009.

TAU's Negotiating Team

Western's Negotiating Team

Jesse Thompson

Susan L. Caulfield

Curtis Van Donkelaar

Jan Van Der Kley

Lisa Horton

Katharine Cummings

Julie Dare Houck

Alex Enyedi

Jamie McCandless

Don Nelson

Alyssa Picard

Julie Scrivener

Kurt Sherwood

Authorizing Signatures:

For TAU:

For Western:

Jamie McCandless
President

John M. Dunn
President