

AGREEMENT

WESTERN MICHIGAN UNIVERSITY

AND

THE PROFESSIONAL INSTRUCTORS ORGANIZATION

AMERICAN FEDERATION OF TEACHERS
AFL-CIO

2013-2016



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ARTICLE 1
RECOGNITION OF CHAPTER

Western Michigan University (“Western”) recognizes the Professional Instructors Organization 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 bargaining unit described below:

Included:

Non-tenure-track instructors holding an appointment(s) greater than or equal to 3.0 credit hours in the current semester/session at Western.

Instructional duties must include, at a minimum:

- Assigned teaching of students via appointment letter(s); and
- Evaluation/grading of performance of same students.

An employee holding more than one appointment at Western will be included in the unit relative to (and only for purposes of) any appointment meeting the above requirements.

Excluded:

Employees enrolled in an undergraduate program at Western, unless they also possess an appropriate degree in the area they teach;

Those appointed as Resident Artist;

Laboratory assistants;

Tutors and mentors;

Adjuncts and other employees who do not have instructional duties;

Instructors in the Academically Talented Youth Program (ATYP);

Clinical staff in the School of Nursing or Physician Assistant Program;

Employees in non-instructional positions who are assigned instructional duties as part of their work load;

Volunteers and others who engage in instructional duties but receive no monetary compensation for doing so;

Advisors;

Coaches;

Coordinators;

Research staff;

Any employee who has even one executive/manager/supervisor or confidential appointment;

Employees represented by other recognized collective bargaining agents; and

All other employees.

ARTICLE 2
DEFINITIONS

1. **Academic year:** The combined time period of the fall and spring semesters.
2. **Administration:** Those persons charged by the Board of Trustees with the responsibility for executing the general administrative functions delegated by such Board.
3. **Agreement:** The collective bargaining agreement between Western and the PIO.
4. **Business day:** Synonymous with working day, refers to days in which the university conducts its normal business (excludes weekends and holidays).
5. **Calendar day:** Refers to every day of the week and does not exclude weekends or holidays.
6. **Contract year:** Refers to a continuous period during which the contractual agreement is in effect, beginning with the fall semester and concluding at the end of the following summer II session.
7. **Department:** Includes but is not limited to any of the organizational components of a unit constituency (department, school, academic unit, employing unit, and unit shall be regarded as interchangeable terms).
8. **Employee:** The term “Employee” (and “Employees”) as used in this Agreement shall mean a member of the bargaining unit who is on an active appointment with Western Michigan University. Also referred to as part-time instructors.
9. **Employer:** Western Michigan University, a constitutionally established institution of higher education located in Kalamazoo, Michigan, 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.
10. **Fiscal year:** The year beginning July 1 and ending June 30 of the following calendar year.
11. **Semester:** A period of instruction known as fall or spring.
12. **Session:** A period of instruction known as summer I or summer II.
13. **Union:** Professional Instructors Organization (PIO), AFT, AFL-CIO.
14. **University:** Western Michigan University, a constitutionally established institution of higher education, located in Kalamazoo, Michigan.
15. **“Western” or “WMU”:** The Board of Trustees of Western Michigan University and the administrative agents of said Board.

ARTICLE 3
MANAGEMENT RIGHTS

Western 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 4
UNION DUES AND AGENCY FEES

4.1. General Provisions

- a. The parties recognize that the proper negotiation and administration of a collective bargaining agreement and the fulfillment by the Union of its statutory duty of representation entail expenses that are appropriately shared by all Employees who are beneficiaries of such representation. Thus, all Employees under the terms of this Agreement tender to the Union either uniformly required Union membership dues or an agency fee determined by the Union.
- b. Employees may satisfy the above condition of employment by completing an Authorization for Payroll Deduction of Union Dues or Agency Fee form, prepared by the Union and acceptable to both parties (hereafter "authorization form"), authorizing such a deduction and delivering it to the Union no later than thirty-one calendar days after the effective date of appointment.
- c. Employees' financial obligation to the Union shall be met by (1) having their share of dues or agency fees deducted from their paychecks by the Employer provided the Employee has voluntarily executed the authorization form or (2) through another method mutually agreed to in writing by the Employee and the Union.
- d. The Union will present completed authorization forms to the Employer's Payroll Office. The Employer shall, during academic semesters/sessions, deduct for union dues and agency fees in the second through final pay periods. In the case of delayed receipt of authorization forms, deductions will begin in the pay period following the Employer's receipt of the authorization.
- e. No earlier than one (1) calendar day and no later than fifteen (15) 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 agency 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.

- f. The Employer shall furnish to the Union each pay period a listing of all dues and agency fees deducted from the salaries of Employees. The Employer shall transfer all dues and agency fees deductions to the Union in a timely manner each pay period.
- g. The Employer will 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(s).
- h. An Employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the Union, provided the Employee has made alternate arrangements for payment to the Union. The Union must then inform the Payroll Office.

4.2. Amount of Union Dues and Agency Fees. The amount or percentage rate of the deductions and the remittance address of the Union shall be certified in writing to the Employer by the Union no later than sixty (60) days before the changes will become effective. Such changes are limited to not more than two (2) occurrences annually.

4.3. 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.

4.4. 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.

4.5. Letter of Appointment. At the time of a formal offer of employment, Western shall advise the prospective Employee, in writing, of the terms and conditions of the appointment. Western shall also inform the prospective Employee that the PIO is the exclusive bargaining agent for the professional instructors, and that the Union is financially supported through dues or agency fees. In addition, the letter of appointment will reference the current PIO website for further information.

ARTICLE 5
PART-TIME INSTRUCTOR SUPPORT

5.1. Access to Information Technology. No later than the first date of employment, Employees will be provided entrée to the Western system, currently accessed via the Bronco Net ID.

5.2. Access to E-mail. Access to the Western e-mail system will be granted no later than the effective date of employment. It will end twenty-four (24) months after the ending date of employment.

5.3. Library Access. Employees will receive the following privileges at the University Libraries: the borrowing period for an Employee is one semester; Employees may borrow up to fifty (50) items; and such materials must be returned no later than the end of employment date for the current semester/session. Employees are not exempt from ordinary overdue fines, fines for overdue recalled items, or replacement charges for lost items.

5.4. Mailboxes. Each academic department 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 shall make available one (1) receptacle for each Employee, but no less than one (1) receptacle for every five (5) Employees.

5.5. Instructional Materials. 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.

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 to the extent required by his/her employment obligations, as determined by the employing unit.

5.6. Access to Non-department Facilities. Employees will be accorded the use of University facilities (e.g., offices, research facilities, etc.) authorized by the directors of the facilities on the same basis as other employees of Western. This provision does not apply to the West Hills Athletic Club. Employees are required to pay the membership fee to have access to the student recreation center.

5.7. Access to Department Facilities. Employee access to department offices, buildings, equipment, and other resources will be determined by the hiring department.

ARTICLE 6
UNION RIGHTS

6.1. Designated representatives of the Union will be permitted to transact official business with appropriate representatives of the Employer at mutually agreeable times provided they follow regular Employer procedures.

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

6.3. The Union may affix notices to approved or designated bulletin boards on campus.

6.3.1. 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 ½-inch by 11-inch sheets.

6.3.2. 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 derogatory or defamatory material about the University, its units, or any employee of the University.

6.4. The Employer shall provide a link to this Agreement on the University's Human Resources website and the website for Academic Collective Bargaining.

6.5. The Union shall be permitted to distribute Union material to Employees' mailboxes/receptacles per the employing unit's customary means.

6.6. The Employer will provide, without charge, one (1) parking permit for use by the Union's designated staff employee. The Union shall not allow any other person to use the parking permit.

ARTICLE 7 **GOVERNANCE**

7.1. Department Participation. Each academic department sets guidelines for participation in the governance of the department. Employees will have, at a minimum, an advisory role in matters directly related to their employment obligations. The breadth and depth of such involvement will be determined by the employing department.

Employees will be given an opportunity to confer periodically with the department chair or director.

7.2. University Participation. When vacancies occur on University-wide committees that have representation of other academic employee groups, the University shall inform the Union of the vacancies and invite the Union to nominate Employees to fill the vacancies.

7.3. Evaluation of Administrators. Employees may, if allowed by department policy, participate in any scheduled evaluation of a chair, director, or dean. Employees may refuse participation without penalty.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1. Definition of Grievance. A grievance is a dispute involving a claimed breach, misinterpretation, or improper application of the provisions of this Agreement.

8.2. Construction. Nothing contained in this article shall prevent the informal adjustment of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the Employee and the respective administrative agent of Western.

8.3. Basic Provisions. The basic provisions for all steps of all grievances shall be as follows:

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

8.3.2. Extension of Time Limits. Unless extended by mutual consent, in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of Western, the Union may automatically advance the grievance to the next step of the grievance procedure, except that nothing herein shall be construed to automatically advance a grievance to the arbitration step. In the event of the failure to comply with the time limits on the part of the Union (grievant), the grievance shall be considered as having been withdrawn.

8.3.3. Legal Counsel. At all levels of the grievance procedure and arbitration hearings, Western and the Union shall have the right to have legal counsel present at their own expense. A party who plans to bring legal counsel must give a minimum of five (5) working days notice to the other party.

8.4. Initiation of Grievance. The Union may initiate a grievance by serving a written notice of it to the administrative agent specified herein. Such notice shall be clearly identified as a grievance and shall concisely state the facts upon which the grievance is based and when they occurred, specify the provision, article, and/or sections thereof within the Agreement which allegedly have been violated, specify the relief and remedy sought, and be signed by a designated representative of the Union. Such notice shall be filed within thirty (30) calendar days of the date when the affected Employee(s) or the Union knew, or should have known, of the occurrence. If the grievance is not initiated within the thirty (30) calendar day time limit, the grievance shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to thirty (30) calendar days before the filing of a written notice of grievance.

8.4.1. Within an Academic Unit. A Step One grievance that originates in an academic department or similar academic unit or at the college level shall be filed with the dean of the relevant college or his/her designated agent. A copy of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

8.4.2. With the Vice President. A Step One grievance that originates at the level of the provost shall be filed with the provost or his/her designated agent. A Step One grievance regarding an action at the level of the Vice President for Student Affairs shall be filed with the Vice President for Student Affairs or his/her designated representative. A copy

of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

8.5. Step One

8.5.1. Upon receipt of the written grievance, the designated administrative agent shall arrange a meeting to discuss the grievance with the appropriate representative of the Union and with the affected Employee(s), at their option. 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 ten (10) working days after the required initiation notice is received by the administrator. A written answer to the grievance shall be provided to the Union by Western within ten (10) working days of the Step One meeting.

8.5.2. If the grievance is satisfactorily adjusted, 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.

8.6. Step Two. If the grievance is not adjusted to the Union's satisfaction 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 is presented to the Director of Academic Collective Bargaining and Contract Administration no later than seven (7) calendar days after electronic conveyance of the Step One answer. If the Employer has not provided a Step One answer by the due date, the Union may calculate the date by which the grievance can be advanced using the date on which the answer was due.

8.6.1. Upon receipt of the Union's appeal to Step Two, the Director of Academic Collective Bargaining and Contract Administration shall arrange a meeting to discuss the grievance with the appropriate representative of the Union and the affected Employee(s), at their option. The Director 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 ten (10) working days after the required written appeal is received by the Director. A written answer to the grievance shall be provided to the Union by Western within fourteen (14) working days of the Step Two meeting

8.6.2. If the grievance is satisfactorily adjusted, the adjustment will be signed by the parties. One (1) copy thereof will be given to the Union, and one (1) copy will be retained by the Director of Academic Collective Bargaining and Contract Administration.

8.7. Impartial Arbitration. If the grievance has not been adjusted satisfactorily in the foregoing steps, the Union shall have the right to request arbitration of the dispute, provided such written request is made no later than thirty (30) calendar days after receipt by the Union of Western's Step Two answer. If the Employer has not provided a Step Two answer by the due date, the Union may calculate the date by which the grievance can be advanced using the date on which the answer was due. Such notice shall identify the grievance and set forth the provisions of the Agreement involved and the remedy desired. If a timely request is made, Western and the Union will promptly join in submitting the dispute to arbitration according to the following procedures,

and according to the Rules of the American Arbitration Association to the extent that they are applicable.

8.7.1. Selection of Arbitrator. An arbitrator shall be selected from an agreed-upon rotating panel of arbitrators. The first arbitrator contacted shall be the arbitrator whose name is at the top of the list.

After an arbitrator has heard a grievance for the parties, his/her name shall be placed at the bottom of the list. The arbitrator whose name is then at the top of the list shall be contacted for any subsequent grievance, and so on. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible.

If the arbitrator is unable to offer a hearing date within four (4) months of selection, either party may exercise the option to request arbitration from the next arbitrator on the list, so long as that arbitrator is available to hear the grievance more quickly than the arbitrator bypassed. If a contacted arbitrator is not able to hear a grievance within the time limits described herein, his/her name shall remain in the same place on the list.

8.7.2. Authority of Arbitrator. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

The Arbitrator shall also not have the authority to order that a discharged Employee be reinstated or offered a new appointment, but shall be limited in his/her jurisdiction on these matters to determining whether the contractual procedures have been followed. In addition, any monetary remedy for wrongful discharge shall be limited to the remaining unpaid portion of the Employee's appointment.

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

Deborah Brodsky
Mark Glazer
Maurice Kelman
Ruth Kahn
Theodore St. Antoine
Donald Sugerman
Kathryn Van Dagens

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

8.7.4. Arbitration Fees. 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 Western or the Union shall be paid by the party producing

the witness or having the representation.

8.7.5. The decision of the Arbitrator, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding on the Employer, the Union, and the Employee(s) involved.

ARTICLE 9 **INFORMATION**

9.1. No later than the 15th business day after the start of each semester/session, the Employer shall provide, at no cost to the Union, a list of current Employees in the bargaining unit. This will be provided as an electronic file containing the following information for each Employee appointment:

1. Employee Name
2. Employee Grade
3. Employee Number
4. Employee Home Address & Telephone Number, if the Employer has possession of them
5. Employing Department
6. Appointment Start Date
7. Appointment End Date
8. Credit Hours Assigned
9. Salary, including and itemized by
 - a. Total pay;
 - b. Continuing pay (if any);
 - c. Other or miscellaneous pay.
10. E-mail address
11. Employee job description

9.2. 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 meet on the matter before complying with the court ruling. The Employer retains the discretion to decide whether it can delay complying with the court ruling pending any appeal.

ARTICLE 10 **POSTING**

10.1. Academic departments shall keep posted on their website current information regarding application for employment consideration. This posting shall include a description of what materials must be submitted and to whom they must be submitted.

10.2. Departments shall within twenty (20) working days of receipt of such materials notify applicants that the materials have been received, will be kept on file for twelve (12) months, and that the department will contact the applicant as necessary.

10.3. An individual may send material to more than one academic department.

10.4. Acceptance of materials is not an offer of employment.

ARTICLE 11 **REAPPOINTMENT**

11.1. An Employee will be granted continuing status upon completion of teaching at least one semester or session in each of two consecutive contract years in the same Academic Unit. Upon reaching continuing status, this status will be lost if the Employee does not teach in the Academic Unit for eight (8) consecutive semesters/sessions; any subsequent appointment in the Academic Unit would restart the accumulation of semesters/sessions for continuing status.

11.2. Continuing status is achieved in a specific Academic Unit. An Employee teaching in multiple Academic Units can achieve continuing status in each Academic Unit.

11.3. An Employee with continuing status has a rebuttable presumption that she/he will be awarded a future part-time teaching appointment in the succeeding semester/session, dependent on Academic Unit needs and resources.

11.3.1. The presumption is rebutted when the Academic Unit determines that an alternate candidate possesses demonstrably superior qualifications for the instruction involved.

11.3.2. The Department Chair shall provide written notification of such determination to the Employee.

11.4. No later than sixty (60) calendar days prior to the “effective date” – defined as the first day of the first pay period of each semester/session – the University must provide to all Employees with continuing status either: (1) written notice of appointment for one or more classes in the upcoming semester/session; or (2) written notice that the instructor will not be offered an appointment in the upcoming semester/session or, if applicable, in the foreseeable future.

11.5. An Employee will be granted continuing status automatically if he or she served as a full-time faculty member, as defined in the Western/WMU-AAUP collective bargaining agreement, at any time within the twelve (12) months prior to the beginning of the part-time appointment.

ARTICLE 12 **PERFORMANCE EVALUATION**

12.1. Employees will be evaluated, at a minimum, once per contract year. This evaluation will be facilitated by the department chair and adhere to protocols established in this Agreement, by individual employing departments, and by the Office of the Provost.

12.2. Employees will be evaluated based on student evaluations; other evidence of teaching performance, such as course materials and department-identified materials; and classroom visitations.

12.2.1. Employees will conduct student evaluations, using the University-approved instrument and process, according to policy of the employing department for each appointment period.

12.2.2. Other evidence of teaching may be provided for evaluation, as long as it is consistent with department-developed criteria.

12.2.3. Classroom visitations may occur during each period of employment. Such visitations will be arranged with the department chair and follow department procedures.

12.2.4. Other professional activities, such as publications, may be submitted by the Employee in the evaluation process; however, since Employees are employed to teach, the quality of their teaching is the paramount concern in the evaluation process.

12.3. Employees will be given ten working days' notice of the date by which they must provide materials for the purpose of evaluation.

12.4. A copy of each evaluation shall be provided to the Employee, with an additional copy placed in the Employee's department personnel file.

ARTICLE 13 **LEAVE TIME**

13.1. Medical Leave. An Employee shall be eligible for up to five (5) days of medical leave pay in a semester (three days in a session) beginning the first day of the initial employment period. The Employee must take medical leave when unable to meet employment obligations 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 to do so.

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

13.2. Jury Duty/Court Testimony. In the event an Employee is unable to meet employment obligations because she/he is summoned and reports for jury duty or is subpoenaed for court testimony in a legal action to which she/he is not a party, the Employee shall be granted paid time off. When summoned or subpoenaed for jury duty or testimony, the Employee shall provide the immediate supervisor or department designee written verification such as a copy of the summons or subpoena including the times and dates of the required service.

13.3. Immigration Proceedings. In the event an Employee is unable to meet employment obligations because compelled during working hours to participate in immigration proceedings, such absence shall be with compensation for up to two (2) days of absence. If compelled to participate in immigration proceedings during working hours, Employee shall provide the

immediate supervisor or department designee written verification from the involved governmental agency including times and dates relevant to the absence.

13.4. 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, child (including step-child), grandparent, sibling, or the Employee's spouse's parent, grandparent, or sibling.

13.5. 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.

13.6. 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 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 14

STANDARD PERFORMANCE REQUIREMENTS

14.1. Employee Responsibilities

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. At a minimum, Employees will adhere to the following requirements:

14.1.1. Employees are responsible for following University policies and procedures regarding instruction and all other matters.

14.1.2. Employees are responsible for carrying out their duties under the direction, and according to the requirements, of department chairs and/or department committees.

14.1.3. Employees shall be responsible, under direction of the department chair and/or Employer, for maintaining the integrity of scholarship, grades and professional standards in instruction.

14.1.4. 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.

14.1.5. 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. Course syllabi must be available to students no later than the start of the first scheduled class meeting.

14.1.6. 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.

14.1.7. 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 department chair 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.

14.1.8. Employees will make themselves available for consultation with students outside of direct classroom instruction.

14.1.9. Grades shall be assigned based on the methods described in the course syllabus and turned in to meet University employing unit deadlines.

14.2. General Disciplinary Provisions

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

14.2.2. Discipline and/or termination of appointment 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.

14.2.3. 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.

14.2.4. 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.

14.3. Procedure for Unsatisfactory Performance

14.3.1. 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.

14.3.2. 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.

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

14.4. Appeals

14.4.1. Grievances regarding suspension, termination, or reduction in fraction of employment and pay may be submitted following the process delineated in the article on grievance procedure.

14.4.2. 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.

ARTICLE 15 **SCOPE OF THE AGREEMENT**

15.1. 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 and/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.

15.2. 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.

15.3. 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 the 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.

15.4. 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.

15.5. 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, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Union shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

ARTICLE 16 **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.

Nothing in this Agreement shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights.

ARTICLE 17 **INTELLECTUAL PROPERTY**

Intellectual property developed by the Employee, on her/his own time and using her/his own resources, shall be the property of the Employee. If there is any intellectual property developed either using University resources or as part of the Employee's employment responsibilities, the University will have some ownership in the property. The latter will be subject to the University's "Intellectual Property Policy," last updated March 1, 2007 and incorporated by reference into this Agreement.

ARTICLE 18 **PROFESSIONAL DEVELOPMENT**

18.1. University Professional Development Programs

18.1.1. The Employer agrees to provide part-time instructors with access to University-sponsored professional development workshops or seminars.

18.1.2. All part-time instructors shall be eligible to consult with the Office of Faculty

Development.

18.2. Required Training or Development. When the Employer requires the Employee to attend and/or participate in any type of external training or professional development as a requirement of his/her employment, associated actual costs will be paid by the Employer, subject to standard University reimbursement policy.

ARTICLE 19 COMPENSATION

Eligibility under this article is limited to Employees on active part-time teaching appointments at Western. When an Employee has an active appointment with Western, the Employee will receive the following:

19.1. Salary Minima. The minimum salary per credit hour shall be as follows:

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Per Credit Hour:	\$800.00	\$825.00	\$850.00

19.2. Lump Sum Payment. Employees who had continuing status as of February 2013, who earned \$825 per credit hour or less in total pay (excluding miscellaneous pay) in their more recent semester or session, and who are reappointed during the 2013-14 contract year, will be paid a lump sum payment of \$25 for each semester or session they are employed as a part-time instructor during the 2013-14 contract year. This payment will be made no later than the third paycheck of the semester or session.

19.3. Negotiated Salary. Academic units may establish and Employees may negotiate higher rates than the minima prescribed above (e.g., web classes, online instruction, heavily enrolled courses).

19.4. Pay Schedules. Each appointment letter shall have a start date that results in the first pay date occurring no later than within the second week of the semester/session.

19.5. Sindecuse Health Center

19.5.1. Purchase of Medications and Prescriptions. Employees shall have access to use the Sindecuse Health Center Pharmacy for the purpose of purchasing prescription drugs and medicines during its regular hours of operation.

19.5.2. Other Services Provided at Sindecuse Health Center. Western shall permit Employees and their dependents (12 years and older) the use of additional Sindecuse Health Center services at the sole discretion of Western and at the Employee's cost.

Western shall provide flu shots and/or immunizations for Employees and their dependents (12 years and older) as needed, and for overseas travel at a nominal cost per injection.

19.6. Emergency use of Counseling Services at Sindecuse. Counseling Services at Sindecuse is intended to provide counseling services for students. However, in the event of an emergency only, Counseling Services at Sindecuse may provide, if the schedule allows, for brief immediate intervention for part-time instructors.

19.7. Tuition Discount Program. In support of professional development for Employees, Western shall provide a 100% discount on tuition, records initiation fee, enrollment fee, student assessment fee and EUP technology fee for graduate and undergraduate courses taken by the Employee at Western Michigan University. The discount is applicable to the first four (4) credit hours, but shall not apply to individual course or lab fees. Accepting the tuition discount for non-job-related graduate courses may create tax liability for the Employee.

19.8. Tax-Deferred Annuity. Employees may elect to contribute to an individual tax-deferred annuity. The Employee's optional contribution may be currently invested with TIAA-CREF or Fidelity. The Employer has discretion as to the organizations selected to provide this service.

19.9. Retirement. Employees who were employed before January 1, 1996 with one of the seven Michigan universities [Central, Eastern, Ferris State, Lake Superior State, Michigan Technological, Northern and Western], and who participated in MPSERS prior to January 1, 1996, remain eligible for continued participation in MPSERS. Michigan law precludes the University from enrolling new hires in MPSERS. New hires are defined as those hired on or after January 1, 1996.

19.10. Reports. Western shall provide the Union with an annual report on total wellness benefits paid for each employee.

19.11. Discounts on Events and Programs.

Western shall offer employees discounts on the purchase, for personal use only, of season tickets for admission to selected University athletic and cultural events, programs or series. Western shall, on an annual basis, establish the amount of the discount to be offered for each event and/or combination of events and programs.

19.12. Bookstore Discount. Western shall provide employees with a discount of ten percent (10%) on all purchases of one dollar (\$1.00) or more made at Western's Campus Bookstore. Western will apply the bookstore discount to any item ordered specially by the bookstore for a person eligible for the discount if the item is of the type normally carried as a part of the bookstore's merchandise line. The discount shall apply only to the first copy of any given book.

19.13. Parking. Employees will be provided one (1) hangtag-parking pass for parking in non-reserved university employee parking lots. The pass will be valid for the period of the Employee's current appointment.

19.14. Mileage. Employees who are required by their department or university to travel away from their primary work site shall be paid mileage for the trip in accordance with the Employer's mileage reimbursement policy.

19.15. Direct Deposits in Financial Institutions. The Employer shall make direct deposit or payroll deductions, on the Employee's request and with written authorization, to the bank or credit union of the Employee's choice.

19.16. Emergency Closing. In the event of an emergency that necessitates a school closing or delayed opening, the amount of pay that the Employee is to receive will not be reduced. It is expected that the Employee will ensure that all course work is covered during the semester or session.

19.17. Required. All Employees will be afforded those benefits required by law.

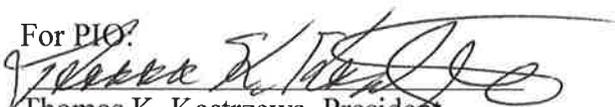
**ARTICLE 20
DURATION OF THE AGREEMENT**

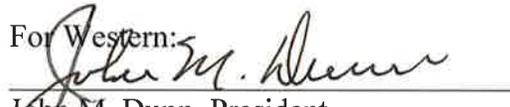
All provisions of the Agreement take effect at the beginning of the Fall 2013 semester.

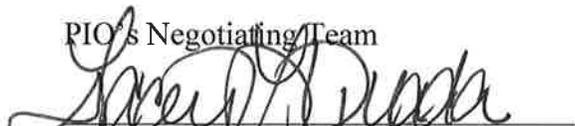
The Agreement will terminate on August 28, 2016. It may extend beyond that date upon written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by November 1, 2015. Following such notice, negotiations will begin by December 1, 2015, unless mutually agreed to otherwise, with the intention of reaching a successor Agreement prior to March 31, 2016.

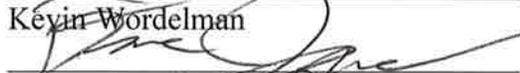
This Agreement is signed in Kalamazoo, Michigan on this 20th day of March, 2013.

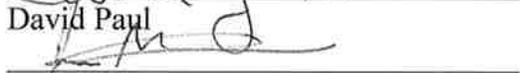
Authorizing Signatures:

For PIO:

Thomas K. Kostrzewa, President

For Western:

John M. Dunn, President

PIO's Negotiating Team

Tracey Quada

Keyin Wordelman

David Jones

David Paul

Jamie McCandless

Western's Negotiating Team

Susan L. Caulfield

Patti VanWalbeck

Patti VanWalbeck

Chris Cheatham

John Clark

Christine Stamper

Kurt Sherwood

APPENDIX A

Part-time instructors whose sole appointment is one section of Seminar in Education (currently ED 4100) will be included in the unit and the Seminar In Education credit hours are eligible for Articles 19.1 and 19.2.

Part-time instructors whose sole appointment is the first-year experience seminar (FYE 2100 or HNRS 1015) will be included in the unit, but exempt from Articles 19.1 and 19.2. Their job grade for these appointments will be PT2, regardless of how many times they teach these courses.

For part-time instructors with credit hours for variable credit courses in the College of Education and Human Development, the variable credit course hours will be exempt from Articles 19.1 and 19.2.

The courses listed below will be treated similar to variable credit courses for the purpose of establishing exemption from Articles 19.1 and 19.2.

ED 4500	HPER 4990	SPED 4810
ED 4065	SPED 3310	SPED 5040
ED 4080	SPED 3410	SPED 6300
ED 6445	SPED 4040	SPED 6630
HPER 4199	SPED 4740	SPED 6740
HPER 4980	SPED 4750	SPED 6750