

A G R E E M E N T

THIS AGREEMENT entered into this 30th day of September, 2005, by and between **Western Michigan University** (hereinafter referred to as "Western"), and the **Western Michigan University Chapter of the American Association of University Professors** (hereinafter referred to as the "Chapter"),

W I T N E S S E T H:

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

PREAMBLE

Western Michigan University was founded in 1903 as Western State Normal School and was designated as the state's fourth public university in 1957 and granted constitutional autonomy with its own Board of Trustees in 1963. Subsequently, the University was recognized by the state legislature as a graduate-intensive university and by the Carnegie Foundation as a Doctoral/Research Universities-Extensive institution.

The American Association of University Professors (AAUP) was founded in 1915 as a professional society dedicated to formulate the principles of academic freedom, tenure, and professional responsibility. The Western Michigan University Chapter of the AAUP was established in 1975 to represent the Board-appointed teaching and research faculty at Western Michigan University. The present Agreement, developed through a formal process of negotiation between the Chapter and the University, is the twelfth such document to be ratified since the recognition of the Chapter.

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

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

President
WMU Chapter of the American
Association of University Professors

President
Western Michigan University

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

*The WMU Chapter of the
American Association of University Professors
814 Oakland Drive
Kalamazoo, Michigan 49008
269/345-0151*

~or~

*The Office of Academic Collective Bargaining and Contract Administration
Western Michigan University
Kalamazoo, Michigan 49008
269/387-4307*

*This Agreement may be accessed at:
Western Michigan University's Waldo Library,
AAUP Chapter Website: www.wmu-aaup.org and
Academic Collective Bargaining Website: www.wmich.edu/acb*

TABLE OF CONTENTS

	<i>Title</i>	<i>Page</i>
	Statement of Agreement	i
	Preamble	ii
	Information Contacts	iii
Article 1	Recognition of Chapter	1
Article 2	Definitions	2
Article 3	Management Rights	5
Article 4	Chapter Rights	5
Article 5	Article 5, Past Practices, deleted	5
Article 6	Right to Data	5
Article 7	Access to Facilities and Services	6
Article 8	Board of Trustees Observer	7
Article 9	Agency Shop	7
Article 10	Anti-Discrimination and Affirmative Action and Sexual Harassment	9
Article 11	Faculty Records	12

Article 12	Grievance Procedure	15
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TABLE OF CONTENTS

	<i>Title</i>	<i>Page</i>
Article 13	Academic Freedom and Responsibility	22
Article 14	Appointment and Reappointment of Faculty	22
Article 15	Nepotism	24
Article 16	Evaluation of Faculty	25
Article 17	Tenure Policy And Procedures	29
Article 18	Promotion Policy and Procedures	40
Article 19	Faculty Evaluation of Administration	50
Article 20	Faculty Specialists	50
Article 21	Professional Conduct	55
Article 22	Progressive Review and Discipline for Cause	56
Article 23	Faculty Participation in Departmental Governance	65
Article 24	Faculty Senate	67
Article 25	Layoff and Recall	67

Article 26	Sabbatical Leave Policy	73
Article 27	Leaves of Absence	77

TABLE OF CONTENTS

	<i>Title</i>	<i>Page</i>
Article 28	Accommodation for Disability	86
Article 29	Additional Employment	88
Article 30	eLearning	90
Article 31	Compensation Guidelines	92
Article 32	Economic Compensation	94
Article 33	Health Care Benefits and Insurance	96
Article 34	Faculty Research and Creative Activities Support Fund	100
Article 35	Retirement	101
Article 36	Other Fringe Benefits	103
Article 37	Long-Range Planning	105
Article 38	University Calendar	105
Article 39	Annual Survey of Faculty	106
Article 40	Support for Teaching and Learning	107
Article 41	Preference	108
Article 42	Work of the Unit: Workload, Class Sizes, and Scheduling of Classes	110

TABLE OF CONTENTS

	<i>Title</i>	<i>Page</i>
Article 43	Discoveries, Patents and Copyrights	117
Article 44	No Strike--No Lockout	118
Article 45	Waiver Clause	119
Article 46	Savings Provisions	119
Article 47	Employee Assistance Program (EAP)	119
Article 48	Permanent Interdepartmental Transfer Process	120
Article 49	Duration	123
Appendix A	University Policy - Letter of Understanding	124
Appendix B	Bullard-Plawecki Employee Right to Know Act	125
Appendix C	Location of Personally-Identifiable Information	127
Appendix D	Western Michigan University Calendar	129
Appendix E	External Review Process - Promotion and Tenure - Letter of Understanding	139
Index	(Alphabetical Index by Subject)	141

ARTICLE 1
RECOGNITION OF CHAPTER

1.§1 **BARGAINING-UNIT REPRESENTATIVE**. Western recognizes the Chapter as the sole and exclusive collective bargaining representative for all post-doctoral fellows and Board-appointed ranked faculty of Western Michigan University, including ranked faculty in the University Libraries, the University Counseling and Testing Center, faculty specialists except for those specifically excluded from the Unit, and directors of units such as the Center for Women's Studies, the Environmental Studies Program, and the Program in American Studies. Typically, these appointments may range from 50% (proportional appointment) to 100% (full appointment) to 125% (fiscal year) of a full-time appointment, although some appointments may be approved at less than 50% of a full-time appointment.

1.§2 **EXCLUSIONS**. Specifically excluded from the Unit are the ombudsman, department chairpersons, designated directors, persons with faculty rank in Board-appointed administrative positions at or above the level of assistant to the dean, persons on adjunct and visiting appointments, United States Department of Defense personnel teaching in the Department of Military Science, non-Board-appointed part-time instructors, and other positions excluded from the Unit by the list below, and all other positions not covered by Article 1.§1.

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

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

Academic Unit Directors

Africana Studies
Archives and Regional History Collection
Career English Language Center for International Students (CELCIS)
School of Art
School of Communication
School of Community Health Services
School of Music
School of Public Affairs and Administration
School of Social Work
University Counseling and Testing Center
WMU/Bronson School of Nursing

Academic Program Directors

Business Research and Service Institute
Center for Academic Support Programs
Diether H. Haenicke Institute for Global Education
Medieval Institute

Extended University Programs

Extended Campus Directors, including, but not limited to: Southwest, Grand Rapids, Battle Creek, Muskegon, Traverse City, and Lansing
Director of Academic Programs
Director of Conferences and Programs
Director, Kalamazoo and Statewide Programs

Other University Positions

Director, ATIS
Chief Flight Instructor, College of Aviation
Manager of Scheduling and Operations Control, College of Aviation
Director of Safety and Operations, College of Aviation
Directors of Academic Colleges' Advising Offices
Director and Associate Director--Evaluation Center
Director of the Sunway Project
University Certification Officer, College of Education

ARTICLE 2 **DEFINITIONS**

- (a) "Academic year" means the Fall and Spring semesters, each of which is defined in "q" below.
- (b) "Adjunct faculty" means persons appointed by the Board of Trustees to any of the professorial ranks for which they have the professional qualifications or the equivalent. Adjunct appointments are made for a specified term. Normally, the adjunct faculty's primary professional affiliation, if any, is outside the University, and compensation for services at the University is not a provision of the appointment.
- (c) "Administration" (or "Definition: Administrative Agent") means those persons charged by the Board of Trustees with the responsibility for executing the general administrative functions delegated by said Board.
- (d) "Affiliate faculty" means persons who are administrative, professional, or technical employees of the University, who are additionally appointed for one-year terms only, renewable at the sole discretion of the University, to perform specific assignments related to the instructional programs. Affiliate appointments are non-Board-appointed, non-bargaining-unit, fixed-term, uncompensated appointments, and persons holding affiliate appointments earn no credit toward tenure. Affiliate appointments are recommended by the appropriate academic departments/schools and approved by the dean and provost (and graduate dean for graduate-faculty status) and are ranked as affiliate instructor, affiliate assistant professor, affiliate associate professor, or affiliate professor, depending upon the qualifications of the appointees.
- (e) "Alternate academic year" means the Summer I and Summer II sessions plus a Fall or Spring semester, or any other mutually agreed upon arrangement equivalent to an academic year.

- (f) "Board" (of "Trustees") means the Board of Trustees of Western Michigan University.
- (g) "Chapter" means Western Michigan University Chapter, American Association of University Professors.
- (h) "Contract/grant professors, associate professors, assistant professors, instructors, master faculty specialists, faculty specialists II, faculty specialists I and post-doctoral fellows" are ranked bargaining unit faculty, so designated by Western to conduct research and other programs sponsored by external agencies and, in so doing, perform work different from, and additional to, the usual faculty duties and responsibilities. Contract/Grant faculty may be compensated for the specified portion of their assigned time on the project at "market value," in accordance with the policy for the establishment of contract/grant professorships approved by the President of the University on September 13, 1988 (see Appendix A, University Policy), as long as the support for their compensation is derived entirely from externally-funded grants or contracts.
- (i) "Department" means, but is not limited to, any of the organizational components of a unit constituency (e.g., Department of Chemistry or School of Public Affairs).
- (j) "Emergency periods" means those periods when it becomes necessary for the President or his/her designee to suspend University operations due to weather conditions, physical damage, or other emergency conditions that prevent normal operations. Bargaining unit faculty members prevented from working by short-term close-down of the entire University or their personal work area will receive their normal pay and be considered as being excused from their professional duties for the emergency period.
- (k) "Faculty" mean all persons appointed to University positions classified as ranked faculty, adjunct faculty, visiting professors, and part-time instructors.
- (l) "Faculty specialists" mean persons appointed as one of five categories of specialized faculty: (1) lecturer; (2) clinical specialist; (3) professional specialist; (4) aviation specialist; and (5) language specialist.
- (m) "Faculty, traditionally ranked" means faculty ranked as instructor, assistant professor, associate professor, or professor.
- (n) "Graduate assistants" mean graduate students pursuing a program leading to a graduate degree at the University and receiving payment for services to the University. "Graduate assistants" fall into two broad categories of assignment: (a) those involved in teaching classes that produce credit hours independent of any other faculty member, and (b) those involved in assisting with classes, research, and/or administrative responsibilities.
- (o) "Joint appointment" means the appointment of a faculty member to a primary (home) department and to a secondary department or unit.
- (p) "Non-unit faculty" means those persons who are faculty members not included in the bargaining unit as defined in Article 1, Recognition of Chapter (or as stipulated elsewhere).

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

(r) "Ranked faculty" means all persons employed by Western Michigan University who hold Board appointments in any of the following categories: professor, associate professor, assistant professor, instructor, master faculty specialists, faculty specialists II or faculty specialists I.

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

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

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

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

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

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

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

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

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

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

ARTICLE 3
MANAGEMENT RIGHTS

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

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

ARTICLE 4
CHAPTER RIGHTS

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

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

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

ARTICLE 5

Article 5, Past Practices, deleted

ARTICLE 6
RIGHT TO DATA

6.§1 After written request by the Chapter, Western shall make available any information not exempted by law that is necessary for the Chapter to meet its collective bargaining respon-

sibilities or to administer this Agreement. Normally, such information shall be made available within ten (10) days of the Chapter's request; if such information is not readily available within said ten (10) days, Western shall so notify the Chapter, in writing, and shall make the requested information available as soon as reasonably possible. Western shall not be required to compile information in any form different from that available when the request is made.

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

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

6.§3.1 the "statements" will be made available to the Chapter at the same time the reports are issued to the various cost centers; and

6.§3.2 in order to obviate any misunderstandings or misinterpretation of the records to be reviewed, the Administration expects the Executive Committee to discuss its findings with the appropriate University official, and the Executive Committee expects the Administration to answer questions it may have about its findings, prior to the release of a report of any finding.

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

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

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

ARTICLE 7

ACCESS TO FACILITIES AND SERVICES

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

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

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

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

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

ARTICLE 8

BOARD OF TRUSTEES OBSERVER

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

ARTICLE 9

AGENCY SHOP

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

9.§1.1 Any person granted conscientious objector status by the Chapter shall, within ten calendar (10) days after receipt of written notification from the Chapter of the granting of such status, pay to the Chapter an amount of money equal to the annual service fees assessed on non-members. Such conscientious objectors shall determine whether said

payment to the Chapter shall be forwarded intact to the Western Michigan University Scholarship Fund or to the Academic Freedom Fund of the National AAUP.

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

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

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

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

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

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

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

notified of the days or half days when said suspension and loss of pay shall take place. Such suspensions shall be completed within one hundred eighty (180) calendar days of the notification by the hearing officer.

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

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

ARTICLE 10
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION
AND SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

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

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

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

10.§4.1 *Early Resolution*. Within ten (10) days following alleged discrimination proscribed by this article and after consultation with Western's Office of Institutional Equity, the bargaining unit faculty member alleging discrimination may request in writing to Western's Office of Institutional Equity that a meeting be held to informally discuss and attempt to resolve the matter. The meeting shall include a representative of the Office of Institutional Equity and the bargaining unit faculty member alleging discrimination, and may include, at the request of the faculty member, a Chapter representative and/or, at the request of the Office of Institutional Equity, representatives of Western, including the person(s) against whom the charge is made. The meeting shall be held within ten (10) days of the request, when possible. Any agreements resolving the matter which are reached at the meeting shall be reduced to writing and signed by the parties. A copy of any such Early Resolution Agreement shall be provided to the Chapter upon request. Such an Early Resolution Agreement shall be final and binding and shall serve as a bar to any further pursuit of the claim(s) covered by the Early Resolution Agreement, including internal pursuit through the grievance procedure and external pursuit through agencies or courts. If no Early Resolution Agreement is reached at the meeting, the Office of Institutional Equity shall so notify the parties in writing.

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

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

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

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

ARTICLE 11
FACULTY RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.§7.1 *Administrative Use.*

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

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

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

11.§7.2 *Release of Record.*

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

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

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

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

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

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

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

11.§10.1 *Student Complaint.* In response to student complaints which lead to consideration of faculty discipline, including sexual, gender, and racial harassment, the

University shall advise the student (and parents, if the student is a minor) only to the extent required by applicable law.

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

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

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

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

ARTICLE 12 **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

Affairs or his/her designated representative. A copy of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

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

12.§7 MEDIATION. A mediation option shall be available to a grievant with Chapter approval and to Western if a Step One meeting and answer fail to resolve a grievance and may be requested prior to or after a Step One hearing. The provost shall name ten (10) persons and the Chapter shall name ten (10) persons to serve as members of mediation teams. These appointments shall be approved no later than October 20, 2005 and expire January 1, 2009. These twenty (20) persons shall constitute a mediation pool. Additional appointments to the mediation panel may be made as necessary to replace members.

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

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

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

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

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

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

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

12.§8.3.1 Adjustment/Settlement. If, after the board's discussion, the Director of Academic Collective Bargaining and Contract Administration and the Chapter's President or his/her designee agree that the grievance can be adjusted to the mutual satisfaction of the Chapter and Western, the adjustment will be reduced to writing and signed by the Chapter's President or his/her designee and Western's Director of Academic Collective Bargaining and Contract Administration, within fourteen (14) calendar days of the completion of the discussions. If the grievance is adjusted at Step Two, said adjustment shall be final and binding upon all parties. If an adjustment of the grievance is not reached, this fact shall be communicated to the grievant in writing by the Director of Academic Collective Bargaining and Contract Administration and the Chapter's President or his/her designee within seven (7) calendar days after the discussions are completed. If an adjustment is reached, this fact shall be communicated in the same manner within seven (7) calendar days after the signing of the written adjustment.

12.§8.4 *Step Two – Type D Grievance.* In the case of a layoff grievance involving seniority (see Article 25.§8), Step Two in the grievance procedure will be mediation as described in 12.§7. Western and the Chapter agree, in this context, to expedite mediation. The decision of the mediation team will be final. In the event that the mediation team cannot reach a decision. Western's Step One response to the grievance will be implemented. A Type D Grievance is not subject to arbitration.

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

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

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

12.§9.3 *Authority of Arbitrator.* The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator shall not render an opinion as whether a bargaining unit member should or should not be appointed, reappointed, terminated, laid off, or be granted tenure or promotion, but shall be limited in his/her jurisdiction on these matters to determining whether the contractual procedures have been satisfied/followed.

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

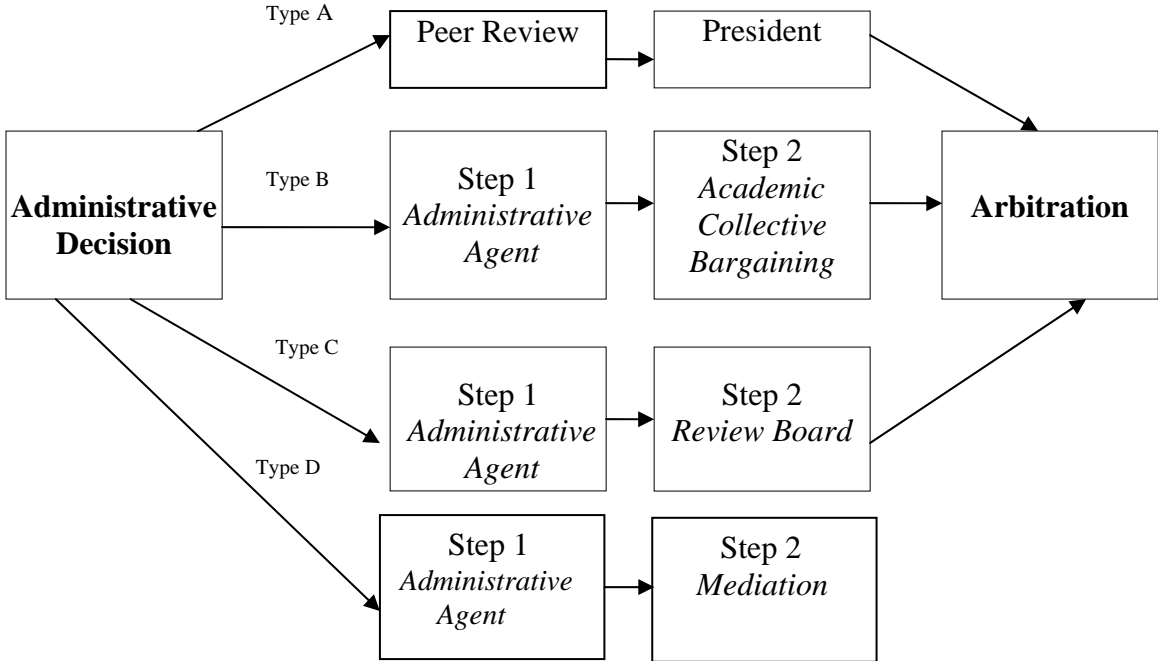
12.§9.4 *Arbitration Panel.* The current members of the rotating panel of arbitrators from which the parties shall select arbitrators to hear grievances are:

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

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

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

GRIEVANCE PROCEDURE



ARTICLE 13
ACADEMIC FREEDOM AND RESPONSIBILITY

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

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

ARTICLE 14
APPOINTMENT AND REAPPOINTMENT OF FACULTY

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

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

14.§1.2 *Spousal Hires*. Western will attempt to identify positions in the bargaining unit for the spouses of faculty hires who are qualified to apply for and hold such positions.

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

14.§2.1 *One-Year Renewable Term.* The Renewable-Term appointment is used for leave-of-absence, sabbatical leave and emergency replacements and for temporary instructional needs, with the recommendation of the departmental faculty, but the consecutive appointments shall not exceed five (5) years. When a term position has been renewed for a fourth consecutive year, the position shall be evaluated and considered for conversion to a tenure-track position.

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

14.§2.3 *Joint.* Joint appointments occur when a board appointed faculty member has a primary appointment in a home department and a secondary appointment in another department or unit. A faculty member's home department will render all decisions, including, but not limited to, tenure, promotion, merit, salary, voting rights, as well as other normal faculty responsibilities for that faculty member. In the case of tenure and promotion, recommendations from faculty colleagues and the chair/director of the secondary department or unit will be provided to the home department in advance of the home department making its recommendation to its chair. These recommendations will become part of the faculty member's adjunctive file, and will be considered by the home department in making its tenure and promotion recommendations.

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

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

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

14.§4 INITIAL APPOINTMENTS. At the time of a formal offer of employment, Western shall advise the faculty member, in writing, of the terms and conditions of the appointment as follows: the type of appointment; salary; credit for prior service toward tenure, promotion, and sabbatical (if any is granted); and length of the tenure probationary period (if appropriate for the appointment). If a visa or other approval by U.S. Citizenship and Immigration Services is required for the prospective faculty member to work for Western, the letter of appointment shall also state the reimbursement of fees, expenses, and/or costs pertaining to relocation (if any are granted). Under extraordinary circumstances, tenure may be awarded at the time of the initial appointment with the recommendation of the department and bargaining unit faculty. Western shall provide the prospective faculty member with a copy of this Agreement and a copy of the appropriate Department Policy Statement. Western shall also inform the prospective faculty member that the Chapter is the exclusive bargaining agent for the faculty (see Preamble of the Agreement) (see also: Article 17, Tenure Policy and Procedures, 17.§4 and 17.§5).

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

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

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

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

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

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

ARTICLE 15 **NEPOTISM**

15.§1 STATEMENT OF PRINCIPLE. Persons related by family or marriage may be employed by the University, provided such individuals meet and fulfill regular University employment standards. However, faculty members shall neither participate in nor influence in any way institutional decisions involving a direct benefit (initial appointment, retention, promotion,

salary, leave of absence, merit pay, etc.) to members of their families. In addition to family and marital relationships, there are various similar relationships that might render it inappropriate for one party to be involved in a personnel decision affecting the other party. In instances where a conflict of interest might occur under normal operating procedures, the responsibility for the decision will pass to an authorized representative of the next higher administrative level. Where other than normal operating procedures involving faculty are followed hereunder, the Chapter shall be notified in writing. Nothing in this article will prohibit or discourage Western from employing dual career couples.

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

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

ARTICLE 16 **EVALUATION OF FACULTY**

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

16.§2 ENHANCING INSTRUCTION AND OTHER PROFESSIONAL DUTIES AND SERVICES. Evaluation and mentoring are related means of enhancing teaching and

professional services at the University. Departments and department chairpersons are encouraged to use a variety of techniques that will support quality teaching, including but not limited to: (a) the assignment of faculty mentors to new faculty; (b) the encouragement of faculty to attend teaching workshops and to work with ATIS; (c) the facilitation of arrangements for faculty to observe classes taught by experienced and successful teachers; and (d) the facilitation of classroom visitations.

16.§3 EVALUATION FOR MAKING PERSONNEL RECOMMENDATIONS. Faculty are encouraged to submit a variety of materials that demonstrate effectiveness in teaching and/or other professional duties and services (see 17.§5.1).

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

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

16.§3.3 *Classroom Visitations*. Western and the Chapter agree that classroom visitations may provide valuable information for both the faculty member and administration.

16.§3.3.1 *Pre-Tenure Classroom Visitations*. Faculty on probationary status shall have at least one classroom visitation per year by either a faculty colleague or an administrator. The probationary faculty member and his/her chair shall determine for each visitation, by mutual agreement, who the observer shall be. If the faculty member and department chair are unable to reach agreement, the department personnel/tenure committee shall work with the faculty member and chair to facilitate the process. In the event that, after facilitation, there is still no agreement, the matter will be referred to Western's Director of Academic Collective Bargaining and Contract Administration and the Chapter's Contract Administrator for resolution. The observer may be a departmental colleague, the department chair, or a faculty member or administrator outside of the faculty member's department, but within the institution. The date/time of each classroom visit shall be determined, by mutual agreement, between the faculty member and his/her chair. There shall be no unscheduled classroom visitations.

16.§3.3.1.1 *Additional Classroom Visitations*. Nothing in this *Agreement* shall prevent the faculty member from arranging additional classroom visitations beyond the one required visit per year.

16.§3.3.1.2 Termination of Classroom Visitations. After three (3) years in the probationary track, the faculty member and his/her chair may determine, by mutual agreement, that no further classroom visitations shall be necessary for the duration of the probationary period.

16.§3.3.2 Post-Probationary Classroom Visitations. There shall be no *required* classroom visitations once a faculty member has been awarded tenure.

16.§3.3.3 Narrative Report. For each required visitation, the observer shall prepare a brief, signed narrative report that shall be distributed only to the faculty member and his/her chair. The department chair shall schedule a conference with the faculty member to discuss the report. A copy of the report shall be entered into the faculty member's personnel file for use in tenure and promotion reviews. The faculty member shall have the right to append a response to the report at the time that it is entered into the personnel file.

16.§4 STUDENT RATINGS OF FACULTY. Student ratings shall be conducted in each class taught by a bargaining unit faculty member in at least one semester of each academic year (to be determined by the faculty member). Through their Department Policy Statements, departments may require that student ratings be conducted more frequently. The course instructor shall not be present in the classroom during the distribution and collection of student rating materials. If there is no assistant assigned to the course, the chair, in consultation with the instructor, shall arrange for someone to distribute and collect the student rating materials. Western and the Chapter agree to the use of one valid and reliable student rating instrument, by all members of the bargaining unit. Western shall pay for all costs associated with the administration of student ratings, as well as for data analysis.

16.§4.1 *Student Ratings Instrument*. Western and the Chapter agree to use the student ratings instrument recommended by the Evaluation Study Committee in its report of February 14, 2003, namely, the Instructor and Course Evaluation System (ICES) of the University of Illinois. A Steering Committee will be responsible for policies and procedures for the use of the student ratings instrument. Faculty members and departments may choose to use additional evaluative tools. Western agrees to take the evidence on professional competence provided by such instruments into consideration in tenure and promotion reviews.

16.§4.2 *Handling of Student Rating Data*. Each department/unit shall retain control over the handling of student rating data. Analyzed data shall be returned to the appropriate department/unit. Summary student rating data shall be entered into the faculty member's personnel record, with the original student rating data sheets being returned to the faculty member. Summary student rating data may be used by the appropriate reviewing bodies in performance reviews such as tenure and promotion. Neither individual nor aggregate evaluation data may be used to compare faculty to other faculty outside of their own departments for the purpose of tenure and promotion reviews.

16.§4.2.1 Faculty shall have access to the original mark-sense sheets/rating forms only after the results are numerically summarized and grades have been recorded. There shall be no facsimiles or copies of any

kind made of the original mark-sense sheets/rating forms.

16.§4.3 *Student Comments.* Student comments may provide valuable feedback to the instructor to assist in making improvements in instructional performance.

16.§4.3.1 Student comments shall remain the sole property of the faculty member. Students shall be informed that the instructor will be allowed to see all student comments, following the submission of grades at the close of the semester/session.

16.§4.3.2 Bargaining unit members may choose to include student comments in adjunctive files submitted for performance reviews (e.g., promotion, tenure). If the faculty member does submit comments, the full data set shall be included in the adjunctive file.

16.§4.4 *Unsubstantiated Comments.* Western shall not use unsubstantiated comments in personnel decisions.

16.§4.5 *Faculty Option.* In cases where evaluations are conducted in more than one semester, the bargaining unit faculty member shall have the option of submitting evaluation data from more than one semester or session for use in performance evaluations.

16.§5 ADDITIONAL EVALUATION OF FACULTY BY WESTERN. Western may evaluate the performance of bargaining unit faculty at other times than those specified in this Agreement, if it needs additional information in order to make personnel decisions.

Such evaluations shall reflect the principles and intent of evaluations described in the articles of this Agreement on reappointment, and performance evaluations such as promotion and tenure.

16.§6 TERM APPOINTMENTS. Only the professional competence and service of term faculty shall be evaluated unless the term faculty member requests an evaluation of professional recognition. Term faculty shall be evaluated annually, and such evaluations shall be completed on or before April 1, so that term faculty have reasonable notice regarding their employment status for the following academic year.

16.§6.1 *Student Ratings.* During the first semester of a term appointment, student ratings shall be conducted using the same student rating instrument used by non-term departmental faculty colleagues. The term appointee may choose to conduct student ratings in the second semester of appointment, and may, in either semester, use instrumentation additional to the standardized student rating form.

16.§6.2 *Classroom Visitations.* During the first semester of a term appointment, a classroom visit shall occur for the purpose of instructional improvement. During the second semester of a term appointment, a classroom visit shall occur, the results of which are to be considered by Western in determining subsequent appointment.

16.§6.2.1 For term appointees, the department chair (or his/her designee) shall determine who shall conduct the classroom visitation. The time/date

of the visitation shall be mutually agreed to by the term appointee and the department chair (or his/her designee).

16.§7 EXTENDED UNIVERSITY PROGRAMS. Bargaining unit faculty who teach in Extended University Programs shall be evaluated using the same student rating instrument as their departmental colleagues. Evaluation procedures shall conform to those specified above for faculty teaching on the main campus.

16.§8 FACULTY SPECIALISTS. Only the professional competence and service of faculty specialists shall be evaluated unless the faculty specialist requests an evaluation of professional recognition.

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

ARTICLE 17

TENURE POLICY AND PROCEDURES

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

17.§2 STATEMENT OF PRINCIPLE. In awarding tenure to a faculty member, the University expresses its commitment to assuring academic freedom and to recognizing and rewarding professional achievement. In accepting tenure, the faculty member expresses a commitment to enhancing the University programs and the academic quality of the institution. In recognition of these commitments, and of the effects of tenure decisions upon the nature of the institution, the quality and diversity of its programs, and its ability to maintain academic quality through periods of change, it is essential that tenure review be thorough, fair, and based on clearly articulated criteria and standards (see 17.§6 and 17.§7). Two categories of review shall be considered in tenure decisions: 1) qualifying requirements and 2) judgmental criteria.

17.§3 QUALIFYING REQUIREMENTS. To be eligible for consideration for tenure, a faculty member must meet qualifying standards in employment status and probationary service. Only those faculty serving on a tenure-track Board appointment are eligible for tenure. A person who is eligible for tenure shall be notified of this eligibility in writing at the time of appointment. Any person whose appointment is solely dependent upon grant or contract funds typically is not eligible for tenure. When faculty in other appointment categories are offered and accept a tenure-track Board appointment, allowance may be made for prior experience, subject to the approval of the provost. Credit for prior service will be determined at the time of the tenure-track appointment and shall be stipulated in the letter of offer. Meeting the qualifying criteria establishes eligibility, but does not ensure attainment of tenure.

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

Exceptions to and modifications of the qualifying requirements are:

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

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

17.§3.3 *Stopping the Tenure Clock.* Circumstances may make it necessary to prolong the probationary period. Stopping the tenure clock may occur for no more than two (2) one-year periods during the probationary period. An extension of the probationary period may be requested by a faculty member when circumstances arise that interfere substantially with his or her completion of the work required for achieving tenure. Such circumstances may include but are not limited to:

- Parental responsibilities related to a newborn or newly adopted child
- Significant caregiver responsibility for an ill and/or disabled child
- Significant caregiver responsibility for a spouse, parent, or other dependent
- Serious personal illness or injury
- Military service obligations
- Unforeseen and significant disruption of projects critical to the work required for tenure

17.§3.3.1 *Requests and Approvals.* All requests for an extension of the probationary period must be made in writing. In cases relating to parental care for a child, written requests require the approval of the faculty member's chairperson and dean. In all other cases, approval by the chairperson, dean, and the provost is required.

17.§3.3.2 *Impact on other timetables.* A faculty member for whom the probationary period is extended will have equal extension of sabbatical eligibility, minimum length of service for promotion, and years of service toward retirement. Stopping the clock may involve an unpaid leave of absence or load and commensurate salary reduction. It does not require faculty to be granted sick, family, or medical leave.

17.§3.3.3. *Productivity Rate.* If an extension of the probationary period is approved, a reduction in scholarly/creative productivity during the period of time addressed in the request shall not prejudice a subsequent renewal decision. Any faculty member in a probationary period for more than six (6) years because of extension(s) shall be evaluated as if the faculty member had been on probationary status for six (6) years.

17.§3.4 *Early Final Tenure Review.* To request an early final tenure review, a faculty member shall submit a written request and a current vita to the chair of the Department Tenure Committee (DTC) by November 15 in the academic year preceding the requested final review. The DTC shall provide a written response to the faculty member by no later than February 1 in the same academic year. There will be no external review in these cases. Only if the departmental unit faculty approves the request by simple majority vote of all tenured departmental faculty, or by other procedures stipulated in the Department Policy Statement, shall an early review take place. There shall be no appeal of this decision. The early final tenure review shall follow the same procedures as those used in a regularly-scheduled final tenure review, but approval to undergo an early final tenure review shall not obligate any reviewing body to render a positive tenure recommendation. Neither a decision not to review, nor a negative recommendation resulting from an approved review, shall prejudice a later, regularly-scheduled review. Documentation of the early review and the decisions made regarding the early review shall become a part of the tenure file in the faculty record. If a candidate's record is judged unsatisfactory for continuation at the second or fourth year review, the fact that the candidate was given permission to be reviewed early for a final tenure decision shall not preclude any review body from rendering a negative decision with a recommendation to terminate.

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

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

17.§5 AREAS OF PERFORMANCE. For faculty specialists, only professional competence and professional service are considered, and the letter of appointment shall be included in their tenure file. Competence in performing assignments contained in the letter of appointment is especially important for faculty specialists. For traditionally ranked faculty the University standards and department criteria for tenure evaluation shall be assessed in the following three areas of performance:

17.§5.1 *Professional Competence.* Competence in teaching is a necessity for awarding tenure to teaching faculty. Therefore, although student evaluations are intended primarily

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

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

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

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

17.§5.5 *External Review Process.* External review in the area of professional recognition for traditionally ranked faculty may be initiated by the candidate, the DTC, or the department chair, for a candidate's final tenure review. Reviewers external to the

faculty of Western Michigan University shall be appropriate to the tenure candidate's specialty area. By mutual agreement of the candidate and the department chair, one reviewer may be from Western Michigan University, but external to the department.

17.§5.5.1 General Process. If the external review process is initiated, the candidate and the department chair shall attempt to identify two mutually acceptable external reviewers. If they are unable to reach agreement on two, each will be responsible for securing the services of one reviewer. Materials sent to the external reviewers should include a vita and other items that demonstrate professional recognition. The candidate and the chair should attempt to reach mutual agreement as to these materials. If they are unable to reach agreement, the chair of the DTC shall make the final decision. Western will be responsible for sending the materials to the external reviewers, although the candidate may choose to send his/her materials directly to the reviewers. A letter clearly indicating the purpose of the external review and who shall have access to the letters of recommendation shall be sent by the chair, with a copy to the candidate, to any potential external reviewer selected by the tenure candidate and the chair to participate in the external review process (see Appendix E, External Review Process--Promotion and Tenure). Nothing in the above is intended to prevent a candidate from soliciting external letters without participating in the above process. External letters of recommendation shall be made part of the adjunctive tenure file, but shall not be placed in the tenure candidate's permanent personnel file. Upon conclusion of the tenure review, the adjunctive file containing all existing copies of the external letters of recommendation shall be returned to the tenure candidate. Western shall not release the external letters of reference to the public except as Western deems necessary to comply with law, court order, subpoena, or pursuant to any legal, administrative, or arbitration proceeding.

17.§5.5.2 Timetable. The timetable for external review shall be as follows.

February 15 of the academic year preceding the candidate's final review	The latest date for the candidate, the DTC, or the department chair to call for external review.
March 15 of the academic year preceding the candidate's final tenure review	Latest date for the candidate and the chair to reach mutual agreement on the external reviewers.
August 15 of the academic year preceding the candidate's final tenure review	Latest date for the candidate or the chair to send materials to the external reviewers.
October 1 of the year of the candidate's final tenure review	Date requested of external reviewers for returning their reviews.

17.§5.5.2.1 Exceptions to the above timetable may be granted by mutual agreement of the candidate and the chair.

17.§5.5.2.2 In the event that a contractually-specified date in the above timetable falls on a weekend, University holiday, or during semester recess, that due date shall move forward to the next scheduled work day.

17.§5.5.2.3 External reviews arriving late shall be immediately added to the candidate's tenure file (see Article 11.§3.1).

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

17.§7 DEVELOPMENT OF CRITERIA FOR TENURE.

17.§7.1 *Development of Criteria.* Each departmental faculty must, in the Department Policy Statement, develop and make known to its members the departmental criteria for the application and relative importance of the University standards in the three areas of performance. Each academic unit, through its Department Policy Statement, must interpret and apply these criteria to the three University standards using the prevailing standards of the relevant field/discipline/profession. Each faculty member's performance will be evaluated according to the University standards and standards developed by the department for the relevant field/discipline/profession. The same standards may not be appropriate for different disciplines. Departmental needs have traditionally been considered in tenure decisions, and the particular skills, expertise, and accomplishments of the faculty member as they relate to the needs of the department shall continue to be considered.

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

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

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

17.§8 TENURE REVIEW PROCESS.

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

17.§8.2 *Joint Appointments.* For faculty holding joint appointments, recommendations from the secondary department or unit must be submitted to the home department at least one week in advance of the latest day for the DTC of the home department to inform the faculty member of its recommendation. The home department shall take this recommendation into consideration in making its tenure recommendation (see Article 14.§2.3).

17.§8.3 *Departmental Review.* Designated departmental faculty members shall have the right and responsibility to make recommendations, with supporting data, concerning the award or denial of tenure to their colleagues, according to the Department Policy Statement and in accordance with the established criteria and timetable. Only tenured departmental faculty members shall be eligible to participate in the review of candidates for tenure, and in the development and rendering of the departmental tenure recommendations. DTCs shall contain at least a majority of traditionally ranked faculty.

17.§8.3.1 Within the guidelines contained herein, it is the responsibility of the faculty of each department to: (a) recommend the evaluation methods to be used; (b) recommend the procedures to be followed; and (c) ensure that tenure evaluations are conducted and the results transmitted, in a timely fashion, to the persons evaluated and to those individuals and groups empowered to make tenure recommendations.

17.§8.3.2 It is the responsibility of the faculty of each department to develop their own procedures for making timely recommendations to the department chairperson and the dean in accordance with the procedures contained in the Department Policy Statement and in compliance with the timetable as stipulated in 17.§10. These procedures shall contain a provision allowing candidates to appeal a recommendation by the DTC prior to the committee's presentation of recommendations to the chairperson and dean. Faculty members shall be informed, in writing, of the evaluation of their professional performance in those areas that were found insufficient by the faculty of the department, as well as

those areas found to be satisfactory. This correspondence shall include complete copies of all recommendation letters and appended supplementary materials, positive or negative, that the DTC proposes to send forward to the department chairperson and the dean, so that the faculty member has the opportunity to appeal before recommendation is sent forward. DTCs shall include in their considerations material submitted by candidates and appropriate evidence solicited from and/or submitted by other sources subject to the provisions in Article 11, Faculty Records.

17.§8.3.3 When departments are unable to constitute a DTC with at least a majority of traditionally ranked tenured faculty, or have fewer than three tenured members to serve on the DTC, traditionally ranked, tenured faculty from other units shall be appointed to the DTC so that there is a majority of traditionally ranked, tenured faculty on the DTC. These additional faculty shall be determined by the mutual consent of the department chair and the traditionally ranked faculty of the department. If a department has fewer than three (3) tenured members to serve on its DTC, a tenure review committee with no fewer than five (5) tenured faculty shall be formed by appointing tenured faculty from other units to the DTC. These faculty shall be determined by the mutual consent of the department chair and the tenured faculty in the department.

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

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

17.§8.5 *Dean's Review.* The dean shall have the right and responsibility to make recommendations to the provost concerning the award or denial of tenure to departmental faculty who hold tenure-track appointments. Such recommendations shall be in accordance with established criteria and the timetable as stipulated in the WMU/AAUP Agreement.

17.§8.5.1 Faculty members shall be informed, in writing, of the evaluation of their professional performance in those areas that were found insufficient by the dean, as well as those areas found to be satisfactory. This correspondence shall include complete copies of all recommendation letters and appended supplementary materials, positive or negative, that the dean proposes to send forward to the provost, so that the faculty member has the opportunity to appeal before the recommendation is sent forward.

17.§8.5.2 At the time the tenure recommendations are forwarded from the dean's office to the provost, all of the supporting material shall be included for each faculty member when the dean has overturned any of the preceding decisions. In addition, a faculty member who requests an appeal hearing with the provost may also request that the supporting material be forwarded to the Provost's Office for review prior to the scheduled hearing.

17.§8.6 *Provost's Review.* If the provost reverses an affirmative recommendation of the Department Tenure Committee, chairperson, or dean, he/she shall provide written notification to the faculty member, the chairperson, and the dean. The notice to the faculty member shall advise him/her of the area(s) in which his/her professional performance was found to be insufficient for tenure. At the faculty member's request, an appeal hearing shall be held with the provost to discuss his/her decision and whether or not a reevaluation should be conducted.

17.§8.7 *Appeals.* A faculty member has the right to appeal recommendations by the DTC, the chairperson, the dean, and the provost. The faculty member shall be informed, in writing, of the evaluation of his/her professional performance in those areas which were found insufficient. DTCs shall inform each affected faculty member of the DTC's recommendation, so that the faculty member may appeal to the DTC before the DTC's recommendation is forwarded to the chairperson (see 17.§8.3.2). Appeals to the DTC shall be in accordance with policies which shall be developed by the departments in accordance with Article 23, Faculty Participation in Departmental Governance. Chairpersons shall inform each affected faculty member of the recommendation of the chairperson, so that the faculty member may appeal to the chairperson before the chairperson's recommendation is submitted to the dean. Deans shall inform each affected faculty member of the recommendation of the dean, so that the faculty member may appeal to the dean before the dean's recommendation is submitted to the provost. The provost shall inform each affected faculty member of his/her recommendation, so that faculty may appeal to the provost before the provost's recommendation is forwarded to the Board of Trustees. In the case of an appeal by the faculty member, the provost and the President shall consult before the provost renders a decision. At all levels of review, the faculty member shall be given a complete copy of the proposed letters of recommendation and appended supplementary materials, positive or negative, prior to sending that recommendation forward to the next reviewer. In cases where an appeal results in a revised recommendation, the original recommendation and the candidate's request for an appeal will be removed from the tenure file unless the candidate requests otherwise. In cases where the appeal does not result in any change, the appeal materials will remain a part of the tenure file.

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

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

September 15	Latest date for department chairperson to notify faculty members of eligibility for tenure considerations and/or promotion.
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October 15	Latest date for department chairperson to convene the first meeting of the DTC and/or the DPC.
October 15	Latest date for faculty member to submit tenure file to DTC and/or promotion file to DPC.
November 15	Latest date for DTC and/or DPC to inform faculty member of recommendation.
November 18	Latest date for faculty member to inform DTC and/or DPC of intent to appeal.
November 23	Latest date for DTC and/or DPC recommendations, together with supporting data, to be presented to the department chairperson and, for promotion, to the CPC.
January 10	Latest date for department chairperson to inform faculty member of recommendation.
January 13	Latest date for faculty member to inform chairperson of intent to appeal.
January 18	Latest date for DTC and/or DPC recommendations, with the separate recommendations of the chairperson appended, together with supporting data, to be presented to the dean.
February 25	Latest date for the dean to inform faculty member of recommendation.
February 28	Latest date for the faculty member to inform dean of intent to appeal.
March 12	Latest date for the dean to present the recommendations of the DTCs and/or DPCs, the CPC (for promotion), and the chairpersons, with the deans' separate recommendations appended, and with the tenure and/or promotion checklist, to the provost. All supporting material submitted by a faculty member shall be held in, or returned to, the office of the dean until the final recommendations are submitted to the Board of Trustees, and, at that time, shall be returned to the faculty member. At the time the promotion/tenure recommendations are forwarded from the dean's office to the provost, all of the supporting material shall be included for each faculty member where the dean has overturned any of the preceding decisions. In addition, a faculty member who requests an appeal hearing with the provost may also request that the supporting material be forwarded to the Provost's Office for review prior to the scheduled hearing.
April 21	Latest date for the provost to inform faculty member of recommendation.
April 24	Latest date for the faculty member to inform provost of intent to appeal.
May 20	Latest date for the provost to inform the candidate of final recommendation.
May	The recommendations of the provost shall be submitted to the Board of Trustees, to be acted upon at its next regularly scheduled meeting, which shall be held no later than July 31. For fiscal-year appointments, tenure will be effective July 1. For academic-year appointments, tenure will be effective at the beginning of the fall semester.

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

17.§11 TENURE DECISIONS.

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

17.§11.2 *Non-Renewal of Continuing Probationary Tenure-Track Appointments.* The circumstances under which a continuing probationary tenure-track appointment may be non-renewed at the expiration of any year-to-year term of such appointment are: (a) unsatisfactory performance in professional competence at the time of a first year review, if required by Western¹; or unsatisfactory performance in professional competence and/or professional recognition at the time of the second year or subsequent review; or (b) failure to make satisfactory progress toward tenure in the period between two or more reviews by not remedying noted serious deficiencies, so that meeting professional standards for tenure awarded by the end of the probationary appointment is not likely. Where such an appointment is not renewed in these circumstances, then written notice of non-renewal (or *pro rata* pay in lieu of notice) shall be given by the provost according to the following schedule:

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

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

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

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

¹ Western and the Chapter agree that a first-year review is unusual, and constitutes an exception to the norm of providing for a more extended period of time in the probationary period prior to undergoing performance review. A first year performance review shall be called for only under exceptional circumstances, where there is considerable concern regarding performance in the area of professional competence.

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

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

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

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

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

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

ARTICLE 18

PROMOTION POLICY AND PROCEDURES

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

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

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

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

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

18.§1.5 Administrators who hold faculty rank and are considered for academic promotion may be reviewed according to this article in the department of the designated rank. Article 17.§13, Tenure Policy and Procedures, notwithstanding, prior to the letter of offer to an administrator, or the promotion of an administrator, the department representing the administrator's discipline shall be consulted and asked to recommend the academic rank for that administrator. Departmental faculty shall have the option of declining participation in the promotion reviews of administrators.

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

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

18.§2.1 *Educational Attainments*. In most disciplines, the earned doctorate constitutes the conventional terminal degree for traditionally ranked faculty. For faculty specialists, the terminal criteria are likely to differ. For faculty for whom the doctorate is not normally required, appropriate alternate criteria must be determined and approved as follows:

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

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

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

or higher rank at other educational institutions may be included, except that it is limited to a maximum of seven (7) years. Such prior service credit shall be determined at the time of initial appointment and included in the initial appointment letter. To be eligible for promotion to assistant professor, a faculty member shall have been an instructor for at least three (3) years. The exception is for tenure track faculty members who are hired as instructors, because they are in the process of completing their terminal degree. They shall be upgraded to assistant professor in the semester following the completion of that degree. To be eligible for promotion to associate professor, a faculty member shall have been an assistant professor for at least six (6) years. To be eligible for promotion to professor, a faculty member shall have been an associate professor for at least seven (7) years. To be eligible for promotion to faculty specialist II, a faculty member shall have been a faculty specialist I for at least three (3) years. To be eligible for promotion to master faculty specialist, a faculty member shall have been a faculty specialist II for at least six (6) years.

18.§2.3 *Exceptions.* Exceptions to the requirements of educational attainment and length of service in rank may be requested by a faculty member from his/her Department Promotion Committee (DPC). There shall be no early promotion review without the approval of the DPC. To request an early final promotion review, a faculty member shall submit a written request and a current vita to the chair of the DPC by November 15 of the academic year preceding the year the review would take place. The DPC shall provide a written response to the faculty member by no later than February 1 of the same academic year. There shall be no appeal to the decision of the DPC.

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

18.§3 JUDGMENTAL CRITERIA. No later than October 15 all faculty who are eligible for promotion on the basis of qualifying criteria and who wish to be evaluated for promotion by the department shall submit their promotion files to their DPC. A faculty member who is eligible for promotion in a given year but who does not submit his/her file shall be removed from consideration for promotion during the said year. The promotion files, when submitted, shall contain at least the faculty member's current vita, as well as any additional materials called for by this Agreement and by an approved Department Policy Statement and/or requested by evaluators. In the case of faculty specialists, the letter of appointment shall be included in the file. Areas to be evaluated include professional competence, professional recognition, and professional service for traditionally ranked faculty, and professional competence and professional service for faculty specialists. The review shall include achievements in prior ranks and in the present rank. The department's policy statement shall clearly state the criteria and standards that department faculty must meet. The same standards may not be appropriate for different disciplines. Criteria specified in this section and in approved Department Policy Statements shall be used in making promotion recommendations.

18.§3.1 *Professional Competence.* Competence in teaching is a necessity for promotion for teaching faculty. Although student evaluations of faculty are intended primarily for use in faculty self-improvement, numerical summary data of student ratings shall be included and considered in all promotion decisions. No single item, nor small subset of

items on student rating forms shall be used as the sole basis for a promotion decision. Student ratings should not be the sole source of information about teaching competence, and it is the responsibility of the faculty to provide additional evidence of competence. Western shall seriously consider all such evidence submitted by the faculty member in conjunction with numerical summaries of student ratings in making promotion decisions. Insofar as they are related to the individual faculty member's teaching of assigned courses, successful efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation. Competence in performance of other professional duties appropriate to certain disciplines (such as faculty in the University Libraries, the University Counseling and Testing Center and other similar units), is correspondingly a necessity for the promotion of faculty whose responsibility is other than classroom teaching. Attainment of various levels and forms of licensure and certification may be considered as constituting professional competence. Competence in the supervision of master's theses, doctoral dissertations, clinical and practicum work, as well as the general tutelage of graduate students, shall also be considered. Competence in performing assignments contained in the letter of appointment is especially important for faculty specialists.

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

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

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

18.§3.5 *Interpretation of Judgmental Criteria.* No single statement of criteria can be sufficient for all academic units and disciplines within the University. Each academic unit, through its Department Policy Statement, must interpret and apply these judgmental criteria by the currently prevailing standards of the relevant field/discipline/profession.

Departments without an approved promotion policy interpreting judgmental criteria will have their applications for promotion evaluated by faculty committees and administrators on the basis of the general meanings attributed to these criteria.

18.§3.6 *Application of Judgmental Criteria to Traditionally Ranked Faculty.* In considering candidates for promotion; professional competence, professional recognition, and professional service are all important. For the purpose of clarification in the promotion review process, the following terms are presented ordinally, from high to low: *outstanding; substantial; significant; satisfactory.* A faculty member whose major achievement is outstanding achievement as a teacher may be promoted to assistant or associate professor. Similarly, a faculty member whose primary responsibility is other than teaching who achieves outstanding success in his/her primary non-teaching capacity may be promoted to assistant or associate professor. A competent faculty member whose major achievement is outstanding professional recognition may be promoted to assistant or associate professor. For promotion to full professor, a faculty member must have:

- (a) achieved outstanding professional recognition and a satisfactory record of professional competence; or
- (b) achieved outstanding success in professional competence and gained substantial professional recognition; or
- (c) gained substantial professional recognition, a satisfactory record of professional competence, and rendered significant professional service.

18.§3.7 *Application of Judgmental Criteria to Faculty Specialists.* In considering candidates for promotion, professional competence and professional service are both important. Expectations relative to these two areas will be delineated in the letter of appointment.

18.§3.8 *Review of Additional Judgmental Criteria.* If departments wish to propose additional or more particular judgmental criteria, they shall be developed in accordance with the procedures employed in establishing the Department Policy Statement. If approved, such additional criteria will be official departmental policy and shall become part of the Department Policy Statement.

18.§3.9 *External Review Process.* External review in the area of professional recognition for traditionally ranked faculty may be initiated by the candidate, the DPC, or the department chair, for a candidate's promotion review. Reviewers external to the faculty of Western Michigan University shall be appropriate to the promotion candidate's specialty area. By mutual agreement of the candidate and the department chair, one reviewer may be from Western Michigan University, but external to the department.

18.§3.9.1 *General Process.* If the external review process is initiated, the candidate and the department chair shall attempt to identify two mutually acceptable external reviewers. If they are unable to reach agreement on two, each will be responsible for securing the services of one reviewer. Materials sent to the external reviewers should include a vita and other items that demonstrate

professional recognition. The candidate and the chair should attempt to reach mutual agreement as to these materials. If they are unable to reach agreement, the chair of the DPC shall make the final decision. Western will be responsible for sending the materials to the external reviewers, although the candidate may choose to send his/her materials directly to the reviewers. A letter clearly indicating the purpose of the external review and who shall have access to the letters of recommendation shall be sent by the chair, with a copy to the candidate, to any potential external reviewer selected by the promotion candidate and the chair to participate in the external review process (see Appendix E, External Review Process--Promotion and Tenure). Nothing in the above is intended to prevent a candidate from soliciting external letters without participating in the above process. External letters of recommendation shall be made part of the adjunctive promotion file, but shall not be placed in the promotion candidate's permanent personnel file. Upon conclusion of the promotion review, the adjunctive file containing all existing copies of the external letters of recommendation shall be returned to the promotion candidate. Western shall not release the external letters of reference to the public except as Western deems necessary to comply with law, court order, subpoena, or pursuant to any legal, administrative, or arbitration proceeding.

18.§3.9.2 Timetable. The timetable for external review shall be as follows.

February 15 of the academic year preceding the candidate's final review	The latest date for the candidate, the DPC, or the department chair to call for external review.
March 15 of the academic year preceding the candidate's final promotion review	Latest date for the candidate and the chair to reach mutual agreement on the external reviewers.
August 15 of the academic year preceding the candidate's final promotion review	Latest date for the candidate or the chair to send materials to the external reviewers.
October 1 of the year of the candidate's final promotion review	Date requested of external reviewers for returning their reviews.

18.§3.9.2.1 Exceptions to the above timetable may be granted by mutual agreement of the candidate and the chair.

18.§3.9.2.2 In the event that a contractually-specified date in the above timetable falls on a weekend, University holiday, or during semester recess, that due date shall move forward to the next scheduled work day.

18.§3.9.2.3 External reviews arriving late shall be immediately added to the candidate's promotion file.

18.§4 RECOMMENDATIONS. Departmental faculty members at or above the rank sought by the promotion candidates shall have the right and responsibility to make negative and positive recommendations, with supporting data, for promotions of

colleagues according to the Department Policy Statement and in accordance with the established criteria and contractual timetable. For purposes of promotion, the rank of associate professor is considered equivalent to the rank of master faculty specialist, and the rank of assistant professor is considered equivalent to the rank of faculty specialist II. If a department has fewer than three (3) full professors to serve on the DPC, a promotion committee with no fewer than four (4) full professors shall be formed by appointing full professors from other units to the DPC. These faculty shall be determined by mutual consent of the department chair and the full professors in the department. Within the guidelines contained herein, it is the responsibility of the faculty of each department to determine: (a) the evaluation methods to be used; (b) the procedures to be followed; and (c) that promotion evaluations are conducted and the results transmitted, in a timely fashion, to the persons evaluated and to those individuals and groups entitled to make promotion recommendations. DPCs shall contain a majority of traditionally ranked faculty. Candidates for promotion shall not be ranked by either the DPC or the CPC.

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

18.§4.2 *Joint Appointments.* For faculty holding joint appointments, recommendations from the secondary department or unit must be submitted to the home department at least one week in advance of the latest day for the DPC of the home department to inform the faculty member of its recommendation (see 14.§2.3). The home department must take this recommendation into consideration in making its own recommendation.

18.§4.3 *Notification of Recommendation.* The names of faculty members recommended for promotion and those not recommended shall be forwarded no later than November 23 to the department chairperson and the CPC along with all supporting data. To allow affected faculty to appeal to the Departmental Promotion Committee (DPC), the DPC chairperson shall provide written notification to each affected faculty member of the DPC's positive recommendation or negative recommendation prior to the November 23 deadline for transmittal to the department chairperson and the CPC. This notice shall include complete copies of all recommendation letters and appended materials, positive or negative, that the DPC proposes to send forward to the department chairperson and the CPC so that the candidate has the opportunity to review and respond to all recommendation documents before they are sent forward. This notice shall, in the case of a negative recommendation, advise the affected faculty member of the areas in which his/her professional performance was found to be insufficient for promotion. Department Promotion Committees shall include in their considerations material submitted by candidates and appropriate evidence solicited from and/or submitted by other sources subject to the definition in Article 11, Faculty Records. Candidates may remove their names from the promotion process at this or any other time. A candidate who withdraws from consideration for promotion prior to the forwarding of files to the dean may remove from his/her faculty record any documentation pertaining to the aborted review.

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

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

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

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

September 15	Latest date for department chairperson to notify faculty members of eligibility for tenure considerations and/or promotion.
October 15	Latest date for department chairperson to convene the first meeting of the DTC and/or the DPC.
October 15	Latest date for faculty member to submit tenure file to DTC and/or promotion file to DPC.
November 15	Latest date for DTC and/or DPC to inform faculty member of recommendation.
November 18	Latest date for faculty member to inform DTC and/or DPC of intent to appeal.
November 23	Latest date for DTC and/or DPC recommendations, together with supporting data, to be presented to the department chairperson and, for promotion, to the CPC.
November 23	Latest date for the dean to convene the first meeting of the CPC.
January 10	Latest date for the CPC to inform faculty member of recommendation.

January 10	Latest date for the department chairperson to inform faculty member of recommendation.
January 13	Latest date for faculty member to inform chairperson of intent to appeal.
January 13	Latest date for faculty member to inform CPC of intent to appeal.
January 18	Latest date for DTC and/or DPC recommendations, with the separate recommendations of the chairperson appended, together with supporting data, to be presented to the dean.
January 18	Latest date for the CPC recommendations, together with supporting data, to be presented to the dean.
February 25	Latest date for the dean to inform faculty member of recommendation.
February 28	Latest date for the faculty member to inform dean of intent to appeal.
March 12	Latest date for the dean to present the recommendations of the DTCs and/or DPCs, the CPC (for promotion), and the chairpersons, with the dean's separate recommendations appended, and with the tenure and/or promotion checklist, to the provost. All supporting material submitted by a faculty member shall be held in or returned to the office of the dean until the final recommendations are submitted to the Board of Trustees, and, at that time, shall be returned to the faculty member. At the time the promotion/tenure recommendations are forwarded from the dean's office to the provost, all of the supporting material shall be included for each faculty member where the dean has overturned any of the preceding decisions. In addition, a faculty member who requests an appeal hearing with the provost may also request that the supporting material be forwarded to the Provost's Office for review prior to the scheduled hearing.
April 21	Latest date for the provost to inform faculty member of recommendation.
April 24	Latest date for the faculty member to inform provost of intent to appeal.
May 20	Latest date for the provost to inform the candidate of final recommendation.
May	The recommendations of the provost shall be submitted to the Board of Trustees, to be acted upon at its next regularly scheduled meeting, which shall be held no later than July 31. For fiscal-year appointments, promotions are effective July 1. For academic year appointments, promotions are effective at the beginning of the fall semester.

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

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

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

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

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

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

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

18.§13 PROMOTION DENIAL. In cases involving the denial of promotion by the Board of Trustees, the departmental faculty shall have the right to make a recommendation to the provost

within ten (10) working days of the Board's action. Western shall have the responsibility for the final decision.

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

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

18.§16 THE RELATIONSHIP BETWEEN THE TENURE AWARD AND THE AWARD OF PROMOTION TO ASSOCIATE PROFESSOR. For faculty in rank at the level of Assistant Professor, promotion to the level of Associate Professor shall be concurrent, and automatically conferred, with the granting of the tenure award. No separate review shall be required. This provision in the Agreement is to be in effect for all faculty who are appointed to the bargaining unit for the 1999-2000 academic year and beyond. Any untenured faculty member whose appointment date precedes this point in time is eligible for promotion in the fifth year without it being considered early.

ARTICLE 19

FACULTY EVALUATION OF ADMINISTRATION

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

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

ARTICLE 20

FACULTY SPECIALISTS

20.§1 STATEMENT OF PRINCIPLE. Western Michigan University and the Chapter recognize that growth in the diversity of mission, complexity of programs, and graduate education have created new challenges. Therefore the parties agree to a new bargaining unit appointment category designated as faculty specialist to replace the bargaining unit category designated as academic career specialist. Faculty specialists are a specialized type of faculty member.

20.§1.1 There are five types of faculty specialists: lecturers, clinical specialists, professional specialists, aviation specialists, and language specialists.

20.§1.2 Persons holding this appointment shall be fully participating faculty members in the academic community; however, departments, through their Department Policy Statements, may limit the participation of faculty specialists in tenure and promotion reviews of traditionally-ranked faculty.

20.§2 CHARACTERISTICS. Faculty specialists are a special type of faculty who differ from other faculty in the following ways:

20.§2.1 Faculty specialists may obtain tenure through the procedures listed in Article 17. Since it is recognized that their positions are more specialized than those of other faculty, however, there is an explicit recognition that if the need for those positions no longer exists, those faculty may be laid off following procedures described in Article 25, Layoff and Recall.

20.§2.2 Faculty specialists are evaluated for tenure, promotion and merit based upon professional competence and professional service. A wide variety of activities, including but not limited to the following, can demonstrate professional competence: attainment of various levels and forms of licensure and certification; working with the schools; providing consultation for external agencies; serving as a consultant for colleagues and advanced graduate students; holding office in national, regional, and state professional associations; acquisition of externally funded grants; presentation of conference papers or the publication of articles or books.

20.§2.3 Faculty specialists' maximum full-time workload shall be thirty (30) credit hours of regularly-scheduled courses or their equivalent in any one (1) academic or alternate-academic year and seven and one-half (7½) credit hours or the equivalent in the Summer Sessions.

20.§2.4 Faculty specialists may hold and be promoted through the progressive ranks of faculty specialist I, faculty specialist II, and master faculty specialist.

20.§2.5 Other differences that refer to specific types of faculty specialist are delineated later in this article.

20.§3 RIGHTS AND PRIVILEGES. Faculty specialists shall have all of the rights and privileges provided by the current WMU/AAUP Agreement.

20.§4 DESCRIPTION OF TYPES OF FACULTY SPECIALISTS.

20.§4.1 *Lecturer*. The primary responsibility of lecturers is teaching, although they may be assigned other related responsibilities. Lecturers may hold academic or fiscal year appointments.

20.§4.2 *Clinical Specialist*. The clinical specialist is a qualified, certified or licensed specialist who provides undergraduate or graduate level clinically related instruction and/or supervision to students preparing for professions. The clinical specialist has the appropriate qualifications to educate students as established by the relevant discipline or professional organization. The clinical specialist provides instruction to students engaged

in practice-related educational activities. These may include activities of a habilitative or rehabilitative nature and may be completed in on-campus or off-campus settings. Clinical specialists may also teach classes.

20.§4.3 *Professional Specialist.* The professional specialist may plan, schedule, monitor, coordinate, implement, or evaluate academic programs which provide, enhance, complement, or support classroom or laboratory learning. Activities may include, but not be limited to, representing academic programs to the broader community; marketing and student recruitment including providing orientation events for incoming students; staffing advisory committees; arranging for experiential student internships; managing and supervision of grant and contract staff; coordinating academic programs at branch campus sites; conducting surveys, focus groups, and other capstone events for matriculating students. Professional specialists may also teach classes. Professional specialists shall not have supervisory authority over other bargaining unit faculty.

20.§4.4 *Aviation Specialist.* The aviation specialist has an appointment in the College of Aviation and provides instruction in an aviation discipline (including, but not limited to, flight, ground, simulator and engineering). This is done in accordance with an approved syllabus that is in compliance with FAA regulations. The aviation specialist holds the necessary forms of licensure and certification as detailed by the appropriate regulatory authority (Civil Aviation Authority, Joint Aviation Authorities, Federal Aviation Administration). Aviation specialists differ from most other faculty specialists in the following ways.

20.§4.4.1 The workload for aviation specialists shall be forty (40) scheduled hours per week. It is recognized that this may at times include work on the weekend; and that in any given week the required hours may be greater or less than forty, as determined by the aviation specialist's supervisor, but reasonable effort will be made to approximate forty hours per week. In the event that the forty hour work week is routinely exceeded, the aviation specialist and his/her immediate supervisor will meet to arrange for compensatory time off to be taken at mutually agreeable times within a reasonable period after its accrual.

20.§4.4.2 All aviation specialists working thirty or more hours per week shall be members of the bargaining unit except that recent graduates of the aviation program shall be considered non-bargaining instructional staff for the first eighteen (18) months following their graduation.

20.§4.4.3 Aviation specialists shall be evaluated to comply with regulatory and safety requirements and college standards.

20.§4.4.4 Letters of appointment for aviation specialists may include, but are not limited to, the following types of information: help to be provided by the University in obtaining a visa or green card, repatriation and/or relocation commitments, licensing arrangements, physical and rating provisions.

20.§4.5 *Language Specialist.* Faculty specialist with an appointment in the Career English Language Center for International Students (CELCIS). Language specialists differ from most other faculty specialists in the following ways.

20.§4.5.1 The academic year for language specialists is considered to be Fall and Spring semesters and either a Summer I or Summer II session. Thus, language specialists must teach either Summer I or Summer II as part of a normal academic year load. This is not considered a fiscal year appointment.

20.§4.5.1.1 The normal workload for language specialists is fifteen (15) credit hours per semester and seven and one half (7 ½) credit hours per session.

20.§4.5.1.2 Language specialists are responsible for assigned work the first week of the semester and during exam week. They are also responsible for participating in various student activities during the semester or session.

20.§4.5.1.3 Language specialists have preference for a fourth course in semesters or sessions in which they are scheduled to teach. The pay for the fourth course will be at overload rates. The director of CELCIS will determine which language specialist(s) will teach an additional course in any given semester or session. This will be done in a systematic way that is fair to all language specialists.

20.§4.5.1.4 Language specialists will receive preference for courses that are available in the Summer I or Summer II session in which they are not scheduled to teach as part of their academic year load. When they do so, they will be paid 18% for a full load (7½ credit hours) and a proportional amount for less than a full load.

20.§4.5.1.5 Language specialists do not have preference in replacing people who are on leave. When they do agree to teach classes for colleagues on sick, funeral, or necessity leave, they shall be paid \$40 for each fifty minute class period.

20.§4.5.2 Salary minima do not apply to language specialists. At such time that the salaries of language specialists become base-funded through the general fund, the salary minima shall then apply to language specialists.

20.§4.5.3 Language specialists may be eligible for sabbatical leave in the future at the discretion of the provost and paid for by the office of the provost.

20.§4.5.4 The layoff provisions below for language specialists recognize the need for CELCIS to independently fund its operation. These provisions and not Article 25 govern the layoff and recall for language specialists.

20.§4.5.4.1 The number of CELCIS classes offered in any semester or session shall be determined by Western. CELCIS classes shall be assigned to language specialists based on bargaining-unit seniority as determined by their date of appointment. Language specialists shall be laid off in any Fall or Spring semester or in their regular session in which they are not assigned to teach at least ten (10) credit hours or equivalent workload.

20.§4.5.4.2 Layoff notification shall be issued to the language specialist no later than the end of the second week of any semester or the Summer I session in which the layoff is anticipated for the following semester. During the semester/session prior to layoff language specialists shall be afforded a full appointment equivalent to fifteen (15) semester credit hours or seven and one half (7½) session credit hours. These assignments shall be made in accordance with seniority.

20.§4.5.4.3 Prior to the effective date of layoff and for a period of two (2) years following the effective date of layoff for language specialists who held tenure at the time of layoff, Western shall give special consideration for placement within the bargaining unit at the University to a language specialist who has been laid off, provided that a suitable vacant position is available for which the language specialist is qualified.

20.§4.5.4.4 Language specialists on layoff shall be recalled by bargaining unit seniority, provided the assignment method specified in this contract results in the language specialist being offered the equivalent of three (3) classes (at least two classes and another appropriate assignment) in a semester or session after layoff.

20.§4.5.4.5 Layoffs shall be considered temporary until a language specialist has been laid off for a consecutive period of two (2) years, at which point the language specialist's bargaining unit and University seniority terminates.

20.§4.5.4.6 If the University decides to close CELCIS, bargaining-unit language specialists shall receive written notice of permanent layoff at least one semester or one combined Summer I/Summer II period prior to the effective date of the closure, or be paid in lieu of such notice of permanent layoff, an amount equal to their regular pay for the notice period of one semester or one Summer I/Summer II period.

20.§4.5.4.7 Layoff decisions shall not be referred to the Board of Trustees.

20.§5 EXCLUSIONS. Explicitly excluded from the category of faculty specialist are current faculty positions in the University Counseling and Testing Center and the University Libraries.

ARTICLE 21
PROFESSIONAL CONDUCT

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

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

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

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

21.§1.4 As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or University. As citizens, engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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

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

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

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

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

21.§2.5 *Neglect of Required Certification or Licensure*. That is, failure to maintain certification and/or licensure required by external regulatory bodies and/or accreditation associations. This provision applies only to situations where certification and/or licensure was a required condition of employment at initial hire.

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

21.§4 NOTIFICATION. The Chapter shall be notified within five (5) working days of any complaints filed by bargaining unit members under the "Employee Conduct and Disciplinary Action" section of the Employee Handbook.

ARTICLE 22

PROGRESSIVE REVIEW AND DISCIPLINE FOR CAUSE

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

follows: a) investigatory meeting that may progress to b) disciplinary hearing that may progress to c) disciplinary action that could include discipline by documentation, dismissal for cause, suspension, or financial penalty. In the case of dismissal, suspension, or financial penalty, the process includes the opportunity for the faculty member to call for a peer review. The process also allows for a grievance to be filed. The progressive review may conclude at any point in the process when the concerns raised have been satisfactorily addressed.

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

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

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

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

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

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

22.§2.2.3 To allow the bargaining unit member an opportunity to respond to the concerns and to provide an explanation concerning the issues. At the investigatory meeting, the bargaining unit member may respond, stand silent and simply receive the information, or respond through an intermediary. The bargaining unit member should be aware that anything he/she says may be used in any subsequent disciplinary hearings.

22.§2.3 *Conclusion of the Meeting.* The faculty member may be informed of the decision at the end of the meeting or conference, which is the administrator's prerogative, but shall be notified, in writing, of the action no later than five (5) working days from the end of the investigatory meeting or clarification conference. After the investigatory meeting, the administrator may decide on:

22.§2.3.1 *Informal Resolution.* If the allegation is unsubstantiated, the faculty member shall be notified verbally or by means of an informal letter stating that a meeting occurred on a given date to discuss mutual concerns. This letter does not become part of the personnel file.

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

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

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

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

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

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

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

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

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

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

22.§2.4.6 The bargaining unit member may respond, in writing, to the content of the letter of notice, and may document any disagreement about the investigatory meeting and/or the content of the letter. The faculty member's written response, if any, is attached to and filed with the letter of notice.

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

22.§3 DISCIPLINARY HEARING.

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

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

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

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

22.§4 HANDLING OF EVIDENCE.

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

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

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

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

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

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

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

22.§4.2 *New Evidence.* When new documentary evidence comes into existence or into Western's possession in the course of the disciplinary or dismissal proceedings, Western shall immediately provide copies of the documentary evidence to the faculty member. The faculty member shall have ten (10) working days from the time of receipt to review

and respond to the documentary evidence. If Western fails to provide copies of any such documentary evidence to the faculty member, it shall not be used.

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

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

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

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

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

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

22.§6 DISMISSAL/SUSPENSION FOR CAUSE. If the discipline resulting from a disciplinary hearing is dismissal for cause, suspension, or other financial penalty (does not apply to Article 9, Agency Shop) the decision may be pursued by a request for a peer review panel as provided below. If a faculty member does not request review of this judgment in accordance with the following provisions, the judgment as stated in the post-hearing written notice shall be considered final; when a review is requested and conducted, the University President shall make the final decision. The faculty member's employment status shall continue at the same compensation level until the internal grievance process, up to and including the final decision by the University President (see 22.§7.4) has been completed.

22.§7 PEER REVIEW.

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

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

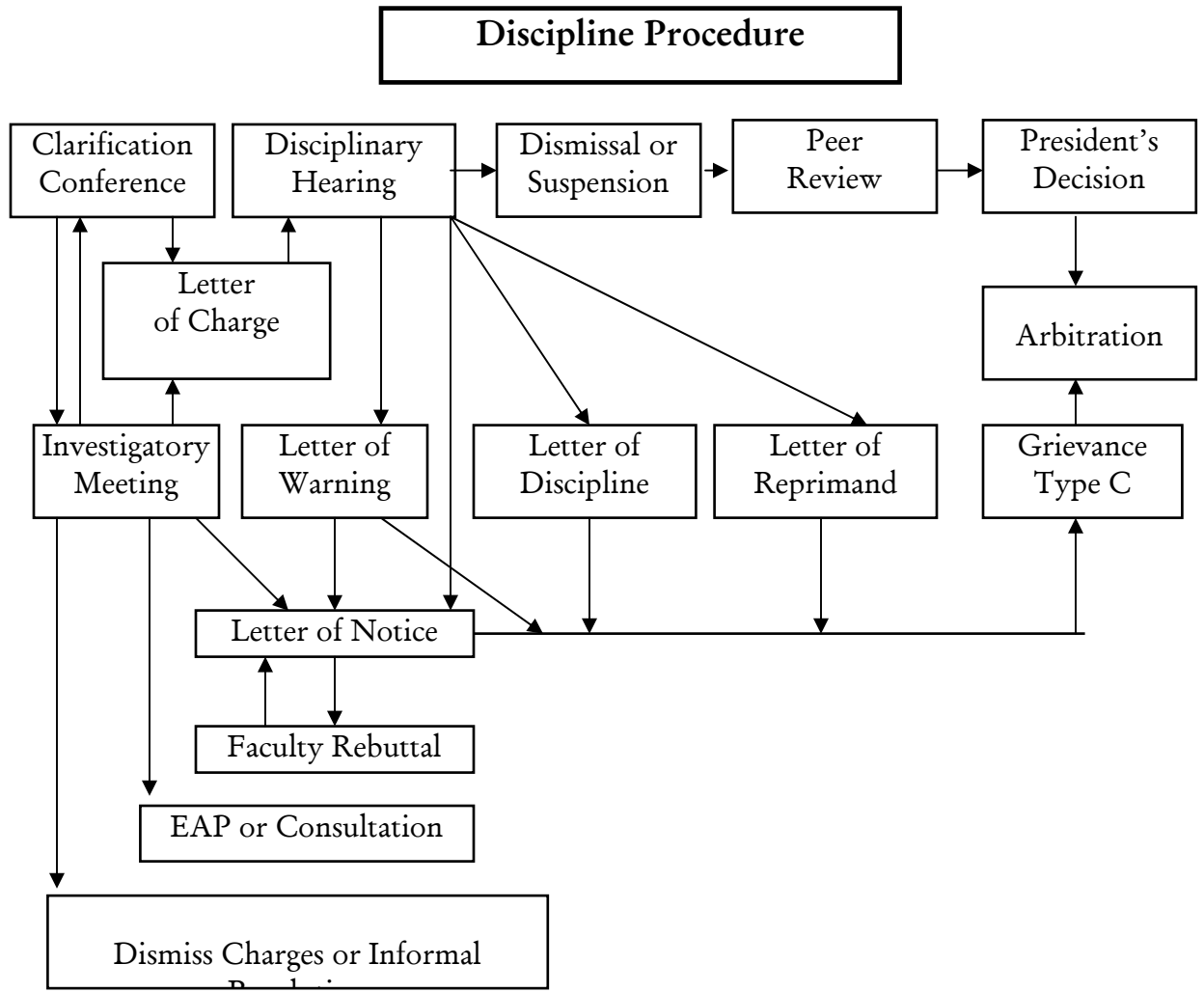
22.§7.2.1 The faculty member shall have the option of assistance by another faculty member, except a member of the committee, and/or by legal counsel of his/her choice. The faculty member shall have the aid of the committee and University, when needed, in securing the attendance of witnesses. Testimony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

22.§7.3 *Committee Recommendation.* The committee shall reach its recommendation in private on the basis of evidence adduced in the hearing. Its recommendation shall be presented, in writing, to the University President, the faculty member, and the Chapter no later than ten (10) working days after the close of the hearing.

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

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

22.§8.1 *Notification*. Whenever an investigatory meeting or any other hearing is scheduled under this article, the Chapter will be informed in writing five (5) business days prior to that meeting.



ARTICLE 23
FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE

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

23.§2 CONTRACTUAL GOVERNANCE. Departmental faculty shall develop Department Policy Statements which shall govern the means by which the faculty make recommendations to Western on a variety of matters. Departmental Policy Statements shall not conflict with provisions of the collective bargaining Agreement, or with established University policies.

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

23.§2.2 *Mandatory Policies*. Departmental faculty must have procedures and develop policies for making recommendations to Western concerning tenure, promotion, appointment and reappointment of faculty (including faculty specialists), equitable distribution of opportunities to teach in Summer sessions and Extended University Programs, evaluation of faculty, and sabbatical leave proposals.

23.§2.3 *Permissive Policies*. Departmental faculty may have procedures for making recommendations to Western concerning alternate academic-year appointments, class schedules, class sizes, and appointment and removal of the department chairperson/director. These recommendations, when approved, become part of the Department Policy Statement. Departmental faculty may also have procedures for measuring workload in terms of credit hours as stipulated in Article 42.

23.§2.4 *Curricular and Budgetary Policies*. Departmental faculty may have procedures for making recommendations to Western concerning departmental degree requirements and curricular offerings, departmental program development and discontinuance, and departmental budget allocations. These recommendations, when approved, become part of the Department Policy Statement.

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

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

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

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

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

23.§4.2 Western's Director of Academic Collective Bargaining and Contract Administration and the AAUP Contract Administrator shall review Department Policy Statements simultaneously for compliance with the Agreement and University policy. Western and the Chapter may make recommendations for policy revisions that are not based on contractual violations or violations of University policies, but may not delay or withhold approval contingent upon such recommendations. Written responses shall be forwarded to the departmental faculty contact person within forty (40) working days.

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

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

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

ARTICLE 24
FACULTY SENATE

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

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

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

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

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

24.§1.5 The President of the Faculty Senate shall be granted six (6) credit hours of assigned time during Fall and Spring semesters to fulfill his/her responsibilities as Senate President. The Office of the Provost shall provide funding for replacement costs.

ARTICLE 25
LAYOFF AND RECALL

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

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

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

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

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

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

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

25.§3 ORDER OF LAYOFF. After Western has given the sixty-day notice referred to in 25.§4.1 of this article, the Chapter and the affected departments or similar units shall have an opportunity to recommend alternatives to such anticipated action, and, if a financial crisis layoff is anticipated, Western agrees to consult with the Chapter, upon request, during the sixty-day period, regarding the financial crisis. Western agrees to give serious consideration to recommendations of alternatives. Alternatives to layoff of individual faculty members may include, but are not limited to: early retirement per Article 35, Retirement, or reduced load per Article 35.§4; reassignment of faculty, not limited to reassignment of specific individuals subject to layoff; alternate academic-year appointments; extended university courses up to a full workload; and shared load in another program.

25.§3.1 Consistent with the operating needs of the University, Western, after such consultation as is provided for herein, may lay off employees with work assignments no longer deemed necessary by Western. The decision of Western to implement layoff and the programmatic changes making layoffs necessary shall be ratified by the Board of Trustees prior to the issuing of layoff notices to individual faculty members. Layoffs shall be in the following order, subject to the ability of those remaining faculty members, if any, to adequately perform all remaining work responsibilities assigned to the college, department, unit, or program area affected by layoffs:

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

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

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

25.§3.1.4 Bargaining unit faculty specialists on tenure track appointment in inverse order of continuous service with the University.

25.§3.1.5 Non-tenured bargaining unit traditionally ranked faculty members on tenure-track appointment in inverse order of continuous service with the University.

25.§3.1.6 Tenured bargaining unit faculty specialists in inverse order of continuous service with the University.

25.§3.1.7 Tenured bargaining unit traditionally ranked faculty members in inverse order of continuous service with the University.

25.§3.1.8 When two or more faculty specialists in 25.§3.1.4 or 25.§3.1.6 above have the same length of continuous service, the faculty member with the lesser rank shall be first to be laid off.

25.§3.1.9 When two or more faculty specialists in 25.§3.1.4 or 25.§3.1.6 above have the same length of continuous service and the same rank, the department chairperson or similar officer shall determine which shall be the first to be laid off, based on the operating needs of the department or similar unit. This decision shall not be grievable.

25.§3.1.10 When two or more traditionally ranked faculty in 25.§3.1.5 or 25.§3.1.7 above have the same length of continuous service, the faculty member with the lesser rank shall be first to be laid off.

25.§3.1.11 When two or more traditionally ranked faculty in 25.§3.1.5 or 25.§3.1.7 above have the same length of continuous service and the same rank, the department chairperson or similar officer shall determine which shall be the first to be laid off, based on the operating needs of the department or similar unit. This decision shall not be grievable.

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

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

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

25.§3.3.2 With due regard for the operating needs of the academic department, the criteria for consideration for retention pursuant to 25.§3.3, as appropriate, may

include, but shall not be limited to, demonstrated mastery of subject matter, teaching experience, professional experience, research, and University service.

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

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

25.§4 NOTICE.

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

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

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

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

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

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

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

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

25.§5 SPECIAL CONSIDERATION.

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

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

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

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

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

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

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

25.§5.2.6 In addition to the above, a faculty member who has been notified of pending layoff, or a faculty member who has been laid off, may apply for any vacant position in the University for which he/she considers himself/herself qualified and will be considered for the position by Western on the same basis as

any internal applicant for a vacant position. If the faculty member is hired, the salary and other terms of employment shall be those of the vacant position, which will probably differ from those of the previous position.

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

25.§6 RECALL.

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

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

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

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

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

25.§7 FACULTY RIGHTS.

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

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

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

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

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

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

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

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

25.§8 GRIEVANCES. Review in the grievance procedure of the provisions of this article shall be limited to issues of whether contractual procedures have been followed, and whether any more senior person as defined in 25.§3 who is subject to layoff is qualified to assume the duties of a less senior person as defined in 25.§3. The decision of Western to implement layoff and to curtail, modify or eliminate programs, services, offerings, and courses of instruction are not grievable.

ARTICLE 26

SABBATICAL LEAVE POLICY

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

26.§1 ELIGIBILITY FOR SABBATICAL LEAVE.

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

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

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

26.§2 REQUIREMENTS FOR SABBATICAL LEAVES.

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

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

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

26.§2.4 *Report.* Recipients of sabbatical leaves shall file a written account of their sabbatical activities and accomplishments with their chairperson, their dean, and the University Sabbatical Leave Committee. Such reports will become a permanent part of the faculty record.

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

26.§3 SELECTION PROCESS.

26.§3.1 *Department and College Review.*

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

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

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

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

26.§3.2 *The University Sabbatical Leave Committee.*

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

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

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

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

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

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

26.§4 FUNDING AND DURATION.

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

26.§4.1.1 A faculty member may apply for a non-sequential, two-semester sabbatical leave (i.e., Fall followed by Fall, Spring followed by Spring, or Spring followed by Fall). When granted, such leave shall not extend beyond a period of two fiscal years. Such accommodations are rare and shall be approved when these arrangements lessen the disruption of academic programs, or when the nature of the faculty member's proposed sabbatical leave activities is dependent on such alternative arrangements (e.g., to facilitate longitudinal research). When such arrangements are recommended and forwarded by the dean and approved by the provost, eligibility for a subsequent sabbatical shall be determined from the end of the year in which the final semester of leave occurred. If the leave is awarded, the faculty member shall receive a sabbatical grant of seventy-five percent (75%) of his/her base salary for the period of the sabbatical.

26.§4.1.2 A faculty member shall have the option of taking a one (1) semester sabbatical leave and receive a sabbatical grant of one hundred percent (100%) of his/her base salary in lieu of a two (2) semester sabbatical leave of either a sequential or non-sequential type. If awarded, eligibility for a subsequent sabbatical leave shall be determined from the end of the academic year in which the one-semester sabbatical leave was taken.

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

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

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

ARTICLE 27
LEAVES OF ABSENCE

27.§1 ANNUAL LEAVE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

adoption or foster care must notify, in writing, the department chairperson and dean, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the bargaining unit member must provide as much written notice as is practicable under the circumstances.

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

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

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

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

27.§2.14 Inform Western. A bargaining unit member on an approved FMLA leave should keep the department chairperson informed regarding her/his status and intent to return to work upon conclusion of the leave.

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

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

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

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

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

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

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

27.§6 MILITARY LEAVE.

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

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

27.§7 SICK LEAVE.

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

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

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

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

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

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

number of days the faculty member is scheduled to receive remuneration, subject to the following provisions:

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

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

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

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

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

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

27.§7.2.7 Bargaining unit faculty shall be permitted to use sick leave for up to thirty (30) days in a rolling year (in addition to the twelve weeks of unpaid FMLA described in 27.§2.2): (a) for the birth of a son or daughter of the member and to care for such child; (b) for the placement of a child with the member for adoption or foster care; or (c) to care for a spouse, designated other (36.§11), child, or parent who has a serious health condition and who resides in the same household as the member. Bargaining unit faculty shall be permitted to use sick leave for an additional five (5) days in a rolling year in situations (a) and (b).

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

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

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

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

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

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

27.§7.2.12 When bargaining unit faculty members agree to teach classes for colleagues who are using funeral leave or sick leave and who are having their accumulated sick-leave bank debited for such leave, they (the bargaining unit faculty teaching) shall be paid at least sixty dollars (\$60.00) for each fifty- (50) minute class period. Substitute appointments shall be the responsibility of the chairperson/director after receiving timely notification by the affected faculty member.

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

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

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

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

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

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

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

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

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

27.§9 LEAVE OF ABSENCE FOR POLITICAL OFFICE. In the event a faculty member decides to become a candidate for public office, it is professional courtesy that the faculty

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

ARTICLE 28

ACCOMMODATION FOR DISABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28.§6 TERMINATION FOR DISABILITY. A faculty member may be terminated by Western whenever he/she is unable for a period of two consecutive academic years, by reason of a health disability, to perform satisfactorily, with or without reasonable accommodation, the essential functions of the position for which they were employed or the essential functions of a vacant

position for which they are qualified and eligible pursuant to the terms of the collective bargaining Agreement. During this two-year period, Western will consider reassignment and retraining before making a decision to terminate the employee.

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

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

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

28.§6.4 In any case where the second opinion so obtained differs from the first opinion originally offered by the bargaining unit member in support of his/her position that he/she is not disabled, then Western may require, at the expense of Western, that the bargaining unit member obtain the opinion of a third health care provider jointly approved by Western and the Chapter. The opinion of the third health care provider shall state whether or not the bargaining unit member is disabled under the standard outlined above, and the opinion shall be final and binding on Western, the Chapter, and the bargaining unit member, and shall not be subject to the grievance procedure.

ARTICLE 29

ADDITIONAL EMPLOYMENT

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

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

29.§2.1 The faculty member advises the department chairperson of the employment. Faculty already engaged in any additional employment inside or outside Western shall

notify their chairperson as soon as it is practical, but no later than October 1 each year. Faculty who begin employment during the life of this Agreement shall notify their chairperson in advance. If advance notice is not possible, notice to the chairperson shall be given as soon as possible;

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

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

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

29.§3 LARGE-SCALE AND UNIVERSITY CONTRACTUAL SERVICE. When the University undertakes to render service to its various constituencies and clients, such service should be on a contractual basis to permit the hiring of additional personnel or the temporary replacement of personnel to balance any loss in needed internal services. Large-scale service to the community, to industry, or to government should be a matter of regular institutional planning and compensation, not outside employment. Thus, any request by a faculty member for approval to contract for large-scale services shall first require a determination that the matter is not a proper subject for a University contract. The department chairperson and the dean shall meet with the faculty member to review the proposed project. If it is agreed that the proposed project is a proper subject for contractual service, a contract shall be executed between the University and the client for the proposed services, and all fees and reimbursements shall be paid by the client.

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

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

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

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

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

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

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

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

ARTICLE 30 **eLEARNING**

30.§1 **PRINCIPLE.** This article establishes policies, procedures, and compensation guidelines for the development, preparation, presentation, transmission, or re-transmission for eLearning (distance education).

30.§2 **DEFINITION.** eLearning courses are those where the instructor and the student are separated geographically so that face-to-face communications are rare or non-existent. Instruction occurs instead through media including, but not limited to: live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape; CD-ROM; DVD; computer and internet technology; e-mail or other electronic means, now known or hereafter developed. To be eligible for stipends per 30.§4.3, eLearning courses must be delivered through the Western Michigan University (WMU) Academic Technology and Instructional Services (ATIS) department.

30.§2.1 **WEB ENHANCED:** Using a course management system (such as WebCT) or other web-based resources for communication and discussion, with the majority of the course remaining as traditional face-to-face interaction. These courses are generally supported by ATIS staff, although not delivered through ATIS (these courses are not eligible for the eTeaching stipend per 30.§4.3).

30.§2.2 **HYBRID:** Face-to-face classroom instruction is limited to one-fourth (¼) of total class time; the remainder of instruction is through eLearning modalities.

30.§2.3 **FULLY ONLINE:** No required face-to-face meetings, delivery is through eLearning modalities.

30.§2.4 **COMPRESSED VIDEO-INTERACTIVE TELEVISION (CVIT):** face-to-face classroom interaction via audio and video technologies (established CVIT rooms). EUP site-to-site-courses are supported by ATIS, not delivered through ATIS (i.e., these courses are not eligible for the eTeaching stipend per 30.§4.3).

30.§3 **ACADEMIC FREEDOM.** Faculty members engaged in eLearning shall have academic freedom in discussing their subject. Individual faculty members should have the same responsibility for selecting, developing and presenting content or other materials in courses offered through eLearning technologies that they have in those offered in traditional classroom settings.

30.§3.1 Methods of presentation and course materials are to be under the control of the faculty assigned to develop and/or teach the eLearning course, with consideration of ATIS design/layout guidelines to maintain consistency. Course content must be prepared/documented prior to release of an eLearning course, including, if applicable: textbooks, lessons, quizzes, exams and any other material needed for course presentation.

30.§3.2 eLearning courses (or modifications thereof) shall comply with all of the standard procedures and criteria which have been established for traditional in-the-classroom courses—including but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determinations about appropriate class size, copyright clearance, and oversight of all final course offerings by the appropriate faculty committee to ensure conformity with previously established traditions of course quality and relevance to programs.

30.§3.3 Oversight by the faculty member's colleagues within the department or program shall be subject to the usual norms and responsibilities of supervision and oversight associated with the functions of the department or program.

30.§3.4 Assistance to faculty members in converting course content into usable eLearning media, and additional services associated with eLearning courses, shall be made available to the greatest extent possible by ATIS.

30.§4 WORKING CONDITIONS. Bargaining-unit faculty members shall be given preference over all non-bargaining unit personnel in the presentation and/or implementation of courses. They shall not be required to teach eLearning courses.

30.§4.1 Determination of class size for an eLearning course will be based on pedagogical and fiscal considerations.

30.§4.2 The initial course content development of an eLearning course usually takes place in the semester prior to the course offering, and it may be spread over a year. Course content development is defined, but not limited to: development of lesson plans and student materials, selection of textbooks and support materials, copyright clearance, participation in planning meetings for eLearning adaptation, and the development of any additional materials. ATIS CVIT courses where no course content development occurs are not eligible for the eTeaching stipend.

30.§4.3 Faculty members teaching eLearning courses (hybrid, fully online and CVIT) offered through ATIS will receive an extra one thousand dollar (\$1,000) eTeaching stipend per course delivery for up to three sections delivered. Faculty member's acceptance of the extra compensation for eLearning delivery and/or support through ATIS grants WMU limited rights of usage of those materials, as determined by the originating faculty member and the department chair. Faculty members have the right to waive (in writing – via an ATIS letter of intent) the eTeaching stipend.

30.§4.4 eLearning courses may be included as part of the faculty member's regular load, or may constitute an overload, or be a combination of both, as approved by department chair and college dean. Grades will be issued using normal University procedures.

30.§5 INTELLECTUAL PROPERTY. Courses and course delivery shall not be recorded (audio- or video-taped or digitally captured) without prior knowledge and consent of the faculty member. Such recordings are not to be re-used without the written consent of the faculty member. Copyright of recordings of courses, course presentations, computer-assisted instructional content, course content developed, or other digital materials created by the faculty member(s), shall be owned by the faculty member(s), as in the case of traditional course material.

30.§5.1 The faculty member (or an appropriate faculty body) who creates the course content materials (or adapts a pre-existing course to an eLearning format) for use in eLearning shall exercise control over the future use, modification, and distribution of instructional material, and shall determine whether the material should be revised or withdrawn from use.

ARTICLE 31 **COMPENSATION GUIDELINES**

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

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

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

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

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

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

31.§1.4 Courses offered through the Division of Extended University Programs are taught by bargaining unit faculty. If all qualified bargaining unit faculty members choose

not to exercise their preference rights as specified in Article 41, Preference, a non-unit faculty member may be employed. Teaching assignments are made with the approval of the department chairperson, the dean, and the Division of Extended University Programs. However, Extended University Programs assignments shall not be disapproved because of reimbursed time to the University except where Western determines that the Extended University Program assignment interferes with the duties and responsibilities of the faculty member.

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

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

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

31.§1.6 Full-time fiscal-year faculty hired or appointed after September 1, 1977 shall receive one hundred and twenty-five percent (125%) of the academic-year base salary. Whenever fiscal-year faculty are returned to academic-year appointments, their salary adjustments will be based on whatever percentage adjustments were made when they are transferred from academic-year to fiscal-year appointments in the first instance. Faculty whose adjustment percentage is unknown shall be converted at the one hundred and twenty-five percent (125%) rate. Faculty serving part-time fiscal-year appointments shall receive a *pro rata* salary equal to the percent of appointment, with one hundred and twenty-five percent (125%) of academic-year base salary as the base of proration.

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

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

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

in any fiscal year from teaching related activities and no more than two hundred (200%) percent from both teaching related activities and grant/contract arrangements referenced in Appendix A of this Agreement.

ARTICLE 32
ECONOMIC COMPENSATION

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

Percentage Increase Impact on Faculty Base Salaries	2005-2006	2006-2007	2007-2008
<i>Across-the-Board</i>	3.5%	3.0%	3.25%

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

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

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

Rank	Per Credit Hour
Professor	\$910
Associate Professor or Master Faculty Specialist	\$845

² Post -doctoral fellows may be paid at "market value," which may be less than the instructor minima, when funded by external grants/contracts. The instructor minima shall apply to post-doctoral fellows funded by sources internal to Western.

Assistant Professor or Faculty Specialist II	\$780
Instructor or Faculty Specialist I	\$700

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

32.§4 RETIREMENT CONTRIBUTION. The University's TIAA/CREF retirement contribution is eleven per cent (11%) "flat" rate on salary for faculty who have elected the TIAA/CREF retirement plan and is "de-linked" from social security contributions. The University's MPSERS retirement contribution is as required by law. Western shall also make available a salary reduction plan for retirement contributions.

32.§5 MERIT BASED SALARY ADJUSTMENTS. Western shall provide merit based salary adjustments at Western's discretion. Western is encouraged to increase the base salaries of those faculty whose research, teaching, or service have been exemplary. Nothing in this article, or any other article in this Agreement shall be construed to prohibit or discourage Western from increasing the base salaries of those faculty whose research, teaching, or service has been outstanding. Nothing in this article or any other article in this Agreement shall be construed to prohibit or discourage a bargaining unit faculty member from requesting Western to increase his or her base salary for outstanding research, teaching, or service. The criteria that Western uses to determine whether a faculty member should have his or her base salary increased for meritorious research, teaching, or service will be made known to the bargaining unit, and any application by a faculty member for a merit increase in his or her base salary will be given thorough and fair consideration.

32.§6 RECOGNITION AWARDS. In addition to the initial cash awards, bargaining unit faculty members who receive a Distinguished Scholar, Distinguished Service, or Teaching Excellence Award shall receive a one-time base salary increase of two thousand dollars (\$2,000) effective at the beginning of the year after receipt of the award. The base increases for these awards shall be funded from the Administrative Merit Pool.

32.§7 PROMOTION INCREMENTS. For promotions effective July 1 for fiscal-year faculty, and for promotions effective at the start of the academic year for academic-year faculty, and thereafter for the life of the current Agreement, Western shall provide the following promotion increments:

Rank	Academic Year	Fiscal Year
Professor	\$5,000	\$6,250
Associate Professor or Master Faculty Specialist	\$3,500	\$4,375

Assistant Professor or Faculty Specialist II	\$2,500	\$3,125
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32.§8 **STEP INCREASE FOR MASTER FACULTY SPECIALISTS.** To be eligible for a step increase of \$2,000, a master faculty specialist must have been in rank for six years and must receive a positive review, equivalent to a promotion review. Eligible candidates will be reviewed according to standard promotion procedures. The final decision concerning the step increase will reside with the provost.

32.§9 **MID-YEAR RETIREMENT.** Faculty members who receive a merit increase and then retire at mid-year shall receive the entire merit award earned for that year.

ARTICLE 33
HEALTH CARE BENEFITS AND INSURANCE

33.§1 **HEALTH BENEFIT PLANS.** Western shall provide faculty members with a preferred provider organization (PPO) health benefit plan. The "WMU Health Services Plan" as described in this article shall continue for the length of this Agreement. Western retains the right to determine carriers and administrative agents of such benefits and programs at its sole discretion, with the prior consultation of the WMU Chapter of the AAUP. Upon request, Western will provide the Chapter with a copy of all contracts with health care agents and providers. Human Resources shall assist faculty with questions and concerns regarding these health care plans.

33.§2 **HEALTH CARE PREMIUMS.**

33.§2.1 *Faculty.* Each bargaining unit member with single coverage will pay the following under the PPO plan:

- Calendar year 2006: 10% of the two-person rate.
- Calendar year 2007: 10% of the two-person rate.
- Calendar year 2008: 10% of the two-person rate.

33.§2.2 *Spouse and Dependent.* Western shall subsidize medical premiums for the PPO for the spouse and/or dependents³ of the bargaining unit faculty:

- Calendar year 2006: at sixty-percent (60%).
- Calendar year 2007: at sixty-percent (60%).
- Calendar year 2008: at fifty-seven-and-one-half-percent (57.5%).

³ "Dependents" is used here to refer to children of bargaining unit members by birth, marriage, adoption, or court order, and is distinct from "spouse"

33.§2.3 *Retired Faculty.* Western shall continue to provide coverage equivalent to the coverage for faculty on the active payroll for faculty retiring during the term of this Agreement up until the faculty member is covered by Medicare, at which time the PPO plan coverage will become supplemental to Medicare. For faculty ineligible for the MPSERS medical plan, the PPO plan shall supplement Medicare. Faculty who are eligible for MPSERS shall have the medical program offered under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty who are under the MPSERS program.

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

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

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

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

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

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

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

medical practice, and is the appropriate level of services which can be safely provided to the patient.

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

33.§4.1 *Vision.* Eye examinations, lenses and frames as described in plan documents (Benefits Summary and Benefits Guides).

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

33.§5 THE WMU HEALTH SERVICES PLAN. The "WMU Health Services Plan" describes additional benefits applicable to members enrolled in the PPO plan.

33.§5.1 *Prescriptions.* Prescription drugs shall be available at the Sindecuse Health Center pharmacy through the PPO plan provider's three-tier formulary with co-pay levels of \$10/\$20/\$30, for generic, preferred brands, and non-preferred brands, respectively. A ninety (90) day supply of maintenance drugs will be available for one co-pay, except that "first fill" prescriptions will be limited to a 30-day supply at a reduced co-pay.

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

33.§5.3 *Preventive Care.* Annual physicals shall be available at Sindecuse at the level of service and plan described by that facility. Routine mammograms, with one baseline mammogram between the ages of 35 and 39, and one mammogram every calendar year beginning at age 40; routine gynecological exams, including breast and pelvic exam, pap smear, and related lab charges, with one exam per year; routine prostate exam, including the Prostate Specific Antigen (PSA) test if indicated, with one exam per calendar year beginning at age 40. Annual screening exam(s) done at the University's Sindecuse Health Center will be covered at one hundred percent (100%), not subject to a deductible. These services will be available at the level of service as defined by that facility.

33.§5.4 *Unified Clinics.* All services provided by the Unified Clinics shall be available at one hundred percent (100%), not subject to a deductible, to PPO plan members and at a level of service as defined by that facility. Such services currently include those offered by the Geriatric Assessment Center, the Child Trauma Center, the Low Vision Clinic, the Women's Health Center, the Substance Abuse Clinic, Occupational Therapy, Speech and Language Services, Voice Services, and Audiology.

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

33.§6.1 *Use of the Recreational Facilities.* Western shall provide the bargaining unit faculty with scheduled access to and use of recreational facilities such as the Lawson Ice Arena and Gabel Natatorium, Kanley Park and Track, and the outdoor tennis courts.

Western shall make available to bargaining unit faculty members a "limited membership" to West Hills Athletic Club. If faculty so choose, they may instead receive a two hundred dollar (\$200) credit toward a full membership. Western shall make available to bargaining unit faculty members an annual membership to the Student Recreation Center. At West Hills and at the Student Recreation Center, faculty will have access to services and facilities normally provided to members. Accepting either or both of these memberships will result in tax consequences of reported income on a faculty member's W-2, and will cause tax withholding to occur in the pay period in which this option is elected (membership at the SRC or either of the West Hills options will result in approximately \$200 of reported income).

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

33.§7 CONSULTING WITH THE AAUP.

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

33.§8 LONG-TERM DISABILITY. Western shall provide benefits of sixty-six and two-thirds percent (66-2/3%) of basic annual earnings for total disability, up to a maximum of seven thousand dollars (\$7,000) per month, after a thirty- (30) day waiting period or the complete exhaustion of accumulated sick-leave benefits. Disability benefits shall be continued under the conditions and for the periods stipulated in the summary plan description. Western shall contribute eighty percent (80%) of the cost of the long-term disability premium.

33.§9 LTD AND RETIREMENT. Western will make the University's TIAA/CREF contributions for a period not to exceed two (2) years for bargaining unit faculty members who are enrolled in the TIAA/CREF retirement plan and who are on long-term disability.

33.§10 TRAVEL ACCIDENT INSURANCE. Western shall provide faculty with accidental death and dismemberment insurance for travel in a University-owned vehicle or other University-authorized professional travel, including accommodations in public or private conveyances.

33.§11 TERM LIFE INSURANCE.

33.§11.1 *Fixed Term.* Western shall provide each bargaining unit faculty member with one hundred thousand dollars (\$100,000) of fixed-term life insurance paid by Western.

This fixed-term life insurance is in addition to other policies and shall terminate on the date of separation because of retirement, resignation, or termination.

33.§11.2 *Decreasing Term.* Western shall provide each bargaining unit member with a decreasing term life insurance policy, payable in the event of death from any cause. Western shall pay fifty percent (50%) of the cost of the life insurance premium.

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

33.§12 WORKERS' COMPENSATION. Western shall provide Workers' Compensation Insurance to the extent required by law.

33.§13 DURATION OF BENEFIT.

33.§13.1 *Board-Appointed Faculty.* Bargaining unit faculty members employed on an alternate-year or an academic-year appointment shall be extended the benefits herein described without interruption for the duration of the "extended academic year," defined as the Fall and Spring semester of the academic year and the following Summer I/Summer II sessions. This period extends from the "beginning date" for the first academic-year salary payment to the day prior to the "beginning date" for the next academic-year salary payment. Bargaining unit members who accept a reduced load and elect an assignment in only one semester, or Summer I/Summer II for those on an alternate year, shall also receive these benefits for the same extended academic year. Benefits shall continue as described in other articles following resignation, retirement, or termination.

ARTICLE 34
FACULTY RESEARCH AND CREATIVE ACTIVITIES
SUPPORT FUND

34.§1 PRINCIPLE. To encourage a high standard of excellence among the members of the faculty of Western Michigan University in significant scholarly research, rigorous scientific inquiry, original artistic activity, and inventive technology, a Faculty Research and Creative Activities Support Fund has been established. The administration of this fund, which incorporates the former Faculty Research and Creative Activities Fund and the former Faculty Research Travel Fund, shall follow policies established by the Research Policies Council and approved by the Faculty Senate, and, subsequently, recommended to the President of the University by the Faculty Senate and approved by the President of the University and the

President of the Chapter. Awards funded by the Faculty Research and Creative Activities Support Fund shall be given only to bargaining unit faculty. Faculty may receive travel support for up to two (2) professionally recognized meetings per year.

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

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

ARTICLE 35 **RETIREMENT**

35.§1 ELIGIBILITY. In order for a bargaining unit faculty member to be eligible for University retirement fringe benefits and to be considered a retiree from Western Michigan University, he/she: 1) must have completed at least ten (10) years or the equivalent of full-time service in a Board-appointed, ranked faculty position; 2) must hold tenure in an academic department at the University prior to the effective date of retirement; 3) must be an employee at the time of retirement; and 4) must be at least fifty-five (55) years old. Faculty specialists who were full-time employees at Western immediately prior to becoming academic career specialists or faculty specialists may retire under the provisions of *Western's Human Resources Policies/Procedures Manual*, until such time as they meet the qualifications to retire as faculty, under this Agreement.

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

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

35.§3 FRINGE BENEFITS. Retirees shall remain eligible for fringe benefits as follows:

35.§3.1 *Life Insurance.* Retirees shall remain eligible for decreasing term life insurance, with the University paying the full premium if the faculty member participated in the group life insurance plan for ten (10) years prior to retirement. The amount of coverage shall be at the same level provided to bargaining unit faculty during the life of this Agreement, but shall decrease to two thousand dollars (\$2,000) at age seventy (70) for retirees.

35.§3.2 *Medical Benefits.* A faculty member who elects to retire before the age of sixty-five (65) and is not eligible for MPSERS benefits, shall remain in the PPO plan as provided to full-time employed faculty until he/she qualifies for Medicare, at which time the University PPO plan becomes supplemental to Medicare. Those who are eligible for retirement benefits under MPSERS shall have a different plan under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty.

35.§3.3 *Other Fringe Benefits.* Retirees are eligible for all fringe benefits as specified in Article 36, Other Fringe Benefits, of the Agreement to the extent possible and are eligible to obtain a permanent University identification card to use library services.

35.§4 LOAD REDUCTION. A faculty member who is at least fifty-five (55) years of age may request a reduction from the twenty-four (24) credit hours of regularly scheduled courses or the thirty-five (35) scheduled hours per week. If the request for a load reduction is denied by the chair, the faculty member may appeal to the dean. The dean shall respond to the faculty member's appeal within ten (10) working days. If denial occurs at the level of the dean, the faculty member may appeal to the provost. The provost shall respond to the faculty member's appeal within fifteen (15) working days. The provost's decision shall be binding, and is not subject to the grievance process. The faculty member's salary shall be subject to prorated reduction on a per-credit-hour or hourly basis. The faculty member shall continue to receive all salary increments due under this Agreement on the aforementioned *pro rata* basis and Western shall continue to offer and make its contribution to the faculty member's fringe benefits, with the contribution to retirement based upon the prorated reduced salary but the retirement contribution shall be at one hundred forty percent (140%) of the contractual contribution rate. The Office of the Provost shall promptly notify the Chapter, in writing, whenever any such request from a faculty member is granted. A load reduction request under this article must include a date certain for retirement and, once the reduced load is approved, said reduction shall remain in effect until the faculty member's retirement. Faculty on such reduced loads shall not be eligible for Summer I and Summer II assignments.

35.§4.1 The request for a load reduction shall be made by September 15 of the year preceding the reduction. This notification requirement may be waived at the discretion of Western.

35.§4.2 The maximum length of a load reduction is five (5) years.

ARTICLE 36
OTHER FRINGE BENEFITS

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

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

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

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

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

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

36.§5 LIMITED USE OF HEALTH SERVICE. Bargaining unit faculty shall have access to the University health service in those instances requiring emergency medical treatment for sudden illness or injury which occurs on campus. Further, the health service shall provide flu shots for bargaining unit faculty members and/or immunizations for bargaining unit faculty and dependents for overseas travel at a nominal cost per injection, and Western shall permit bargaining unit faculty the use of additional Sindecuse Health Center services at the sole discretion of Western. As a clarification, Western does not offer routine care, on-going treatment, or periodic physical examinations as a contractual service except as specified in the WMU Health Services Plan (see Article 33.§5, Fringe Benefits and Insurance).

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

part of the bargaining unit faculty medical-insurance program and assessment and referral services are available through the EAP.

36.§7 DIRECT DEPOSITS IN FINANCIAL INSTITUTIONS. Western shall make direct deposits or payroll deductions, on faculty request, to the Allegis Credit Union or the Educational Community Credit Union. Direct deposit of payroll checks to employee accounts in other financial institutions designated by Western shall also be made available.

36.§8 TAX-SHELTERED ANNUITY AND BOND OPTIONS. A tax sheltered annuity benefit program is available to Western Michigan University faculty. Bargaining unit faculty may also purchase United States Savings Bonds through payroll deduction.

36.§9 TUITION DISCOUNT AND REMISSION PROGRAM. Western shall provide the following:

36.§9.1 *Bargaining Unit Faculty*. Western shall provide a one-hundred percent (100%) discount on tuition and required fees (e.g., standard assessment, enrollment) for graduate and undergraduate courses taken at Western Michigan University by bargaining unit faculty members. The discount is applicable to the first eight (8) hours in a Fall or Spring semester and the first four (4) hours in a Summer I or Summer II session, 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 bargaining unit member.

36.§9.2 *For Spouses and Dependents*. Western shall provide a seventy-five percent (75%) remission on tuition and required fees (e.g., standard assessment, enrollment) for undergraduate courses taken by a spouse/dependent meeting admission requirements at Western Michigan University. The remission does not apply to individual course or lab fees. There shall be a lifetime maximum per individual of one hundred-thirty (130) credit hours (does not include non-credit courses) at the undergraduate level.

36.§9.3 *Extended Eligibility*. An eligible dependent or spouse who began the remission program prior to the death, retirement, or permanent disability of the faculty member shall have four (4) years of eligibility after the event.

36.§9.4 *Definitions*. "Spouse" means current spouse, by legal marriage. "Dependent" means a person who qualifies as a dependent for the purpose of the eligible employee's federal income tax and is so reported for the period for which tuition remission is granted.

36.§10 REPORTS. Western shall provide the Chapter with an annual report on total contributions made to TIAA-CREF for each bargaining unit member and on total medical-insurance payment deductions made for dependency coverage for each bargaining unit member.

36.§11 DESIGNATION IN LIEU OF SPOUSE. Bargaining unit faculty may, in lieu of and other than a spouse, designate one person for the purpose of eligibility to receive the benefits described in 36.§11.1 through 36.§11.4 below. Western will have administrative latitude in designing a system to facilitate the provision of these benefits. Accepting discounts on Campus

Bookstore purchases and on tuition and required fees (see 36.§11.1 and 36.§11.2 below) will result in tax consequences of reported income on a faculty member's W-2 form.

36.§11.1 Discounts on Campus Bookstore purchases made by the bargaining unit faculty member on behalf of the designated person as provided to spouses in 36.§2.2.

36.§11.2 Seventy-five percent (75%) remission on tuition and required fees as provided in 36.§9.2.

36.§11.3 Funeral leave as provided for spouses in 27.§5.

36.§11.4 Use of sick leave credits as provided for care of spouses in 27.§7.2.6.

36.§11.5 Access, at cost, to the services of the Sindecuse Health Center and the Unified Clinics.

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

ARTICLE 37

LONG-RANGE PLANNING

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

ARTICLE 38

UNIVERSITY CALENDAR

38.§1 UNIVERSITY/ACADEMIC-YEAR CALENDAR. Western shall have the right to determine the University calendar, which identifies all of the University events from July 1 to June 30, in accordance with the definitions of "semester" and "session" specified in Article 2, Definitions. The Chapter shall have the right to negotiate the specific dates for each academic calendar, which identifies the pertinent dates of each "semester" and "session" which define the workload of bargaining unit faculty, prior to the publication of such dates by Western. The academic-year calendar is understood to be a subset of the University calendar (see Appendix D, Western Michigan University Calendar).

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

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

38.§4 HOLIDAYS DEFINED.

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

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

38.§4.3 *Calendar*. The academic-year calendars for 2005-2006, 2006-2007, 2007-2008 2008-2009, 2009-2010 are in Appendix D, Western Michigan University Calendar, of this Agreement. University-recognized holidays (38.§4.1, above) are specified in Appendix D.

ARTICLE 39
ANNUAL SURVEY OF FACULTY

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

ARTICLE 40 **SUPPORT FOR TEACHING AND LEARNING**

40.§1 SUPPORT FOR TEACHING AND LEARNING. Western Michigan University supports teaching and learning through various units across campus, such as Academic Technology and Instructional Services (ATIS).

40.§1.1 *ATIS Services*: ATIS provides support services for all academic technology and instructional needs across the University. These services may include, but are not limited to: technology needs analysis, classroom technology support, technology enhancement of courses (including face-to-face), web-enhanced, hybrid, fully online, compressed video and interactive television (CVIT) and other delivery modes that may be developed.

40.§1.2 *ATIS Activities*: Are intended to orient, inform, retrain, upgrade, and renew the professional competencies of faculty. ATIS programs encourage, coordinate, and facilitate professional development for bargaining unit faculty through a variety of services and activities, including, but not limited to: workshops, seminars, mentoring, and one-on-one consultations. A goal of ATIS is to research and implement new faculty development strategies and techniques to foster enhanced teaching and learning.

40.§2 REPORTING. Academic Technology and Instructional Services reports to the Office of the Provost.

40.§3 ATIS ADVISORY COMMITTEE. An advisory committee, representing faculty concerns from across WMU, serves as an advisor to the ATIS director regarding academic technology and instructional services needs, issues, and concerns. The Committee shall include two (2) members recommended by the Chapter. The Committee will assist with the development of a campus-wide academic technology plan and also be a communications mechanism for faculty and academic unit input and information dissemination. In performing this work, the Committee will work closely with the appropriate council of the Faculty Senate and the Office of Information Technology. The Committee will recommend criteria for the review of proposals for Instructional Development Grants (see 40.§5).

40.§4 ELIGIBILITY. All bargaining unit faculty are eligible to utilize the services of ATIS.

40.§5 INSTRUCTIONAL DEVELOPMENT GRANTS. Western agrees to provide a minimum of eighty thousand dollars (\$80,000) each year of this Agreement to be used to support teaching and learning proposals from bargaining unit members. Proposals are encouraged as well from groups of faculty, from departments, and from inter-departmental consortia of faculty. Topics of

proposals may include, but not be limited to: program development, continuing self-education, and international education. Faculty proposals are to be submitted to the department chairperson, and proposals will be evaluated by the department chairperson, dean, and provost for consideration of funding.

ARTICLE 41 **PREFERENCE**

41.§1 **PREFERENCE**. Bargaining unit faculty shall have preference for work assignments, as provided in this article. Preference applies to teaching of courses in the faculty member's department that the faculty member is qualified to teach.

41.§1.1 *Graduate Assistants*. Preference for bargaining unit faculty shall not operate to prevent graduate assistants from being assigned to teach courses during the academic year in accordance with Graduate College policies, and bargaining unit faculty shall not be given preference for these assignments (except as provided in Article 25, Layoff and Recall). In those departments with doctoral programs, graduate assistants may also teach up to the equivalent of one (three or four credit hour) course in their department in either the Summer I or Summer II session, but shall not displace bargaining unit faculty, who shall be given preference.

41.§1.2 *Non-unit Faculty*. Preference for bargaining unit faculty shall be provided based on the appointment year, as follows:

41.§1.2.1 Bargaining-unit academic-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

41.§1.2.1.1 for their regular academic-year appointments, as provided in Article 25, Layoff and Recall;

41.§1.2.1.2 for up to a full-time [six (6) credit hours of regularly-scheduled courses for teaching faculty and thirty-five (35) hours per week for faculty in the University Libraries and the University Counseling and Testing Center] Summer I or Summer II appointment each year, if available, paid at the contractual percentage of base salary [twenty-two percent (22%) for a full-time Summer I or Summer II appointment];

41.§1.2.1.2.1 To receive preference, bargaining unit faculty must notify their chair that they want to be scheduled to teach Summer I or Summer II classes no later than November 1 of the year preceding.

41.§1.2.1.2.2 Bargaining unit faculty whose Summer I or Summer II classes are canceled for low enrollment, if qualified to teach classes assigned to non-bargaining unit faculty, shall have preference.

41.§1.2.1.3 for up to one (1) Extended University Programs course per semester, if available, at the overload rate;

41.§1.2.1.4 for up to one (1) Extended University Programs course in Summer I or Summer II, if available, at the overload rate, if the faculty member is fully employed on campus during that session, and if the faculty member is not employed on campus during a Summer I or Summer II session, he/she shall be given preference for up to eight (8) hours of Extended University Programs courses, if available.

41.§1.2.2 Bargaining-unit alternate-academic-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

41.§1.2.2.1 for their regular alternate-academic-year appointments, as provided in Article 25, Layoff and Recall;

41.§1.2.2.2 for up to a half-time [six (6) credit hours of regularly-scheduled courses] Fall or Spring teaching assignment per year, if available, during the "off semester," paid at twenty-two percent (22%) of base salary for a half-time Fall or Spring assignment;

41.§1.2.2.3 for up to two (2) Extended University Programs courses per alternate-academic year, plus one (1) Extended University Programs course during the "off semester," if available, at the overload rate;

41.§1.2.2.4 if the faculty member is not employed on campus during the "off semester," he/she shall be given preference for up to eight (8) hours of Extended University Programs courses, if available.

41.§1.2.3 Bargaining-unit fiscal-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

41.§1.2.3.1 for their regular fiscal-year appointments, as provided in Article 25, Layoff and Recall;

41.§1.2.3.2 for up to three (3) Extended University Programs courses per year, if available, at the overload rate.

41.§1.3 *Part-time Instructors*. In addition, current bargaining unit faculty on alternate-academic-year appointments shall be offered preference over part-time instructors for any academic-year appointments for which Western determines that said current faculty are qualified.

41.§1.4 *Non-departmental Course*. Preference applies only if Western decides to offer courses for which faculty members eligible for preference are qualified. Preference shall

not apply to courses offered by Extended University Programs that are not offered through a department or similar unit.

41.§1.5 *Extended University Programs.* Preference shall not operate to allow bargaining unit faculty members to "bump" non-unit persons already assigned to Extended University Programs courses during a Summer I or Summer II session (or during an "off semester," i.e., Fall or Spring, for faculty on alternate-year appointments) if the bargaining unit faculty member's on-campus course(s) have been canceled because of insufficient enrollment.

41.§1.6 *Notification.* Notification is understood to mean that "overload" teaching opportunities are "posted" by written communication within the department identified with the course, before assignments are made to part-time instructors.

ARTICLE 42
WORK OF THE UNIT:
WORKLOAD, CLASS SIZES, and SCHEDULING of CLASSES

42.§1 **WORK OF THE UNIT: PRINCIPLE.** The work that belongs primarily to the faculty includes graduate and undergraduate teaching, research/creative activity, professional librarianship, professional counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), University and professional service, and other scholarly/creative activities. (For faculty specialists, workload shall conform to the provisions of Article 20, Faculty Specialists.) Therefore, the work of bargaining unit faculty members includes, but is not limited to, the following:

42.§1.1 *Instruction.* Classroom and non-classroom teaching and/or providing instructional support in a variety of manners and settings. Classroom teaching comprises regularly scheduled courses, and non-classroom teaching comprises arranged instructional activities, including, but not limited to: work on Honors College and Master's theses, dissertations, comprehensive exams, clinics, laboratory supervision, practica, internships, field supervision, student performances, independent studies, special projects, and professional training workshops.

42.§1.2 Advising, supervising, mentoring, and consulting with students.

42.§1.3 Engaging in scholarly activities, including research, writing, publication and creative artistic activities appropriate to the faculty member's discipline or interdisciplinary work.

42.§1.4 Fulfilling ongoing departmental needs of both a maintenance and developmental nature.

42.§1.5 Supporting, in many ways, the proper and efficient functioning of the University as a whole in such ways as performing committee work, and providing consultation to the University and its communities.

42.§1.6 Supporting, in a variety of ways, the proper and efficient functioning of the academic and professional societies as a whole in leadership roles, editorial work, conference organization, committee and board work, and other activities essential to the strength of professional societies, related to their academic disciplines.

42.§2 ADDITIONAL WORK. Western may offer and bargaining unit faculty may accept appropriate professional work in addition to their regular workload at the rates specified in Article 31, Compensation Guidelines, Article 32, Economic Compensation, Article 30, eLearning, and Article 41, Preference. When the Agreement does not specify a rate, work shall be assigned and the rate determined by mutual agreement between Western and the faculty member. Such assignments shall not change the departmental membership of the faculty member.

42.§3 WORK ASSIGNMENTS: STATEMENT OF PRINCIPLE. Through department chairs, Western may assign bargaining unit faculty members to perform, as part of their regular workload, appropriate professional duties which the faculty are qualified to perform. In determining qualifications, chairs shall seek and give serious consideration to the advice of departmental faculty. Department faculty may, at their discretion, make recommendations to department chairs concerning the qualifications of individual unit and non-unit faculty members to teach specific courses, to participate in departmental programs, and to assume other departmental responsibilities.

42.§3.1 Department faculty, by virtue of their command of their respective disciplines, shall make recommendations to department chairs concerning work assignments. Faculty recommendations shall follow their Department Policy Statement's guidelines for measuring faculty work assignments in terms of credit hours.

42.§3.1.1 Assignments. The making of assignments as provided in this article shall not operate to reduce the regular academic year, alternate-academic year, or fiscal-year pay of any bargaining unit faculty member.

42.§3.1.2 Mutual Agreement. Faculty work shall be performed within the faculty member's own department in accordance with the guidelines in Article 31, Compensation Guidelines, and Article 41, Preference. Assignment outside the department shall be by mutual agreement.

42.§4 DEFINITION OF WORKLOAD. For bargaining unit faculty who are not faculty specialists, the maximum full-time faculty workload shall be twenty-four (24) credit hours of regularly-scheduled courses in any one (1) academic or alternate-academic year, or six (6) credit hours in the Summer I or Summer II sessions. It shall be possible, by mutual agreement, to balance out fewer than twelve (12) credit hours (or equivalent work assignment) in one semester with more than twelve (12) credit hours (or equivalent work assignment) in another semester. For faculty specialists, the maximum full-time workload shall conform to the provisions of Article 20, Faculty Specialists.

42.§5 MEASURING WORKLOAD. The bargaining unit faculty of a department, in consultation with the chairperson of that department, may develop department guidelines for

measuring workload in terms of credit hours. Once approved by the administration, these guidelines will become part of the Department Policy Statement. The guidelines will be based on the department's program requirements and priorities.

42.§5.1 The guidelines will take into account, at a minimum, the following factors for which adjustments of classroom teaching loads shall be available: teaching large classes; heavy advising responsibilities (see 42.§9.1); evident substantial creative and scholarly activity and research; chairing/supervising doctoral dissertations; directing M.A., M.S. theses, or specialist projects; and supervising field experiences, studios, laboratories, clinics, or other situations which result in contact hours significantly in excess of the nominal credit hours of a faculty member's load.

42.§5.2 The guidelines will also take into account, at a minimum, the following factors for which adjustments of classroom teaching load may be available: graduate-level instruction; upper level courses; new or multiple preparations; individual student projects (such as independent study and reading); supervision of Honors College courses or theses; mentoring new faculty; course or program development and improvement for the department or college; participation in and service to professional and academic organizations; departmental, college, University or community service, or service to the Chapter.

42.§6 DISTRIBUTION OF WORK ASSIGNMENTS. Chairpersons will give work assignments to individual faculty that are in accordance with the Department Policy Statement's guidelines for measuring workload, the priorities of different assignments, current programmatic needs, resource availability, and faculty requests and recommendations.

42.§6.1 *Requests for Work Assignments.* Individual faculty may make requests for specific work assignments. Department committees may also recommend work assignments for an individual faculty member. These requests and recommendations shall be considered by the department chairperson in determining work assignments.

42.§6.2 *Work Assignment Notification.* At least annually, the department chairperson will distribute to the department the work assignments of all department bargaining unit members.

42.§7 INSTRUCTIONAL SUPPORT SERVICES. Other appropriate adjustments of teaching load include allocation of additional support services (such as teaching assistants) or maintenance of reduced class sizes allowing for extensive writing instruction, intensive preparation for graduate instruction, or sustained mentoring of graduate work. Such adjustments may be made, rather than commensurate adjustment of teaching load, as indicated in the Department Policy Statements.

42.§7.1 The provost shall assign the equivalent of six (6) hours of faculty workload time per semester to one or more faculty members recommended by their respective deans to serve as faculty teaching mentors. Their focus will be on helping faculty who teach large classes, but they may also provide assistance in other areas of teaching. The Chapter

will be notified at the beginning of each semester about who the faculty mentors are.

42.§8 OTHER KINDS OF FACULTY WORKLOADS.

42.§8.1 The workload for faculty in the University Libraries, and the University Counseling and Testing Center, shall be thirty-five (35) scheduled hours a week. This workload shall also apply when academic-year non-teaching faculty receive Summer I or Summer II session appointments.

42.§8.2 *Professional Development Leave.* Faculty members in the University Libraries, and the University Counseling and Testing Center, shall be eligible for up to ten (10) days of professional development leave. Such professional development leave shall be scheduled with the approval of the administrative officer of the faculty member's department or similar unit after a written proposal from the faculty member has been accepted.

42.§8.2.1 The leave assignment will be completed with the filing of a written report from the faculty member to his/her administrative officer.

42.§8.3 *Scholarly Activities Leave.* Bargaining unit faculty members in the University Libraries, and the University Counseling and Testing Center, shall be eligible for scholarly leave dedicated to the pursuit of research, writing, and other scholarly activities as indicated in the Department Policy Statement.

42.§9 OTHER WORKLOAD REQUIREMENTS.

42.§9.1 *Advising.* The academic advising of students is a regular part of the responsibilities of a full-time faculty member, and each faculty member may be assigned up to twenty (20) advisees, without workload adjustment. Advising is defined as giving advice on program requirements and curricular matters.

42.§9.2 Each faculty member shall bear a fair and reasonable share of necessary departmental, college, and University committee work.

42.§9.3 *Extended University Programs.* Each faculty member shall be available for involuntary assignment to an Extended University Programs course as part of the contractual workload once during either the Fall or Spring semester. Involuntary assignment to off-campus courses shall be fairly distributed among departmental bargaining unit faculty. Upon mutual agreement, Western may assign Extended University Programs courses as part of the workload, up to a full workload. When the Extended University Programs course is assigned as part of the bargaining unit faculty's contractual workload, he/she shall be entitled to the usual "energy increment" and expenses for meals and mileage in accordance with current Extended University Programs policies, but shall not be entitled to additional compensation. This restriction of one off-campus course by involuntary assignment shall not apply to faculty hired to teach at established off-campus sites, except when these faculty are assigned to teach on other University campuses, in which case they shall receive the mileage/energy/meals expenses as indicated in this

section.

42.§9.4 Administrative agents with supervisory responsibility for the University Libraries, and the University Counseling and Testing Center, may make such other professionally-relevant assignments as are fair and reasonable in the various working contexts of these units.

42.§9.5 Faculty members who make commitments for advising and independent research, thesis and dissertation supervision shall either work with students or make other arrangements that the faculty member deems appropriate to fulfill the responsibilities associated with the assignment which fall outside of the academic-year calendar or occur during a period in which the faculty member is not on the active payroll.

42.§9.6 *Office Hours.* Each faculty member shall post and hold a reasonable number of regularly-scheduled office hours, such schedule to be approved by the department chairperson, with a copy retained in the department office. When assigned time for advising and/or other administrative duties is approved, the schedule for these hours shall be mutually agreed to by the faculty member and the chairperson.

42.§10 WORKLOAD APPEALS PROCESS. The explicit intention of Article 42, Work of the Unit: Workload, Class Sizes and Scheduling of Classes, is to prevent serious inequities in the workloads assigned to faculty members.

42.§10.1 A faculty member who perceives that his/her workload exceeds the recommended parameters set forth in this article and in the approved Department Policy Statement shall have the right to appeal to the department chairperson. The chairperson shall review that faculty member's workload according to the definition and recommendations set forth in this article and the Department Policy Statement and shall respond within ten (10) calendar days.

42.§10.2 If the chairperson's response is not satisfactory, the faculty member may appeal to the appropriate dean. It shall be incumbent upon the dean to assess the faculty member's workload according to the recommendations set forth in this article and the approved Department Policy Statement, and respond to the faculty member within fifteen (15) calendar days.

42.§10.3 If resolution is not achieved at the dean's level, the faculty member may demand a review by a panel consisting of the chair, the dean, and three (3) faculty members, two of whom shall be members of his/her department, and one of whom is from another department within the same college.

42.§10.3.1 Faculty members of the review panel shall be selected by the WMU-AAUP Contract Administrator.

42.§10.3.2 The review panel shall render its recommendation to the provost within fifteen (15) calendar days.

42.§10.3.3 The provost shall consider the panel's recommendation, and shall render a decision regarding the faculty member's work assignment within fifteen (15) calendar days. The provost's decision shall be final; however, the faculty member shall retain the right to grieve the provost's decision.

42.§11 FINAL DECISION. Western agrees to give serious consideration to workload guidelines set forth in Department Policy Statements, to requests from faculty for specific work assignments, and recommendations from department committees regarding work assignments of individual faculty (see 42.§6.1). Final determination of all work assignments shall be made by Western. Failure of the faculty member to meet unexcused scheduled obligations may result in appropriate action by Western.

42.§12 VITA. To enable Western and the Chapter to assess the workload activities of faculty, each member of the bargaining unit shall submit the following to his/her chairperson no later than October 15:

42.§12.1 In the first year of this contract, an updated vita and a Professional Activities Report (PAR; see 42.§12.2).

42.§12.2 Annually, a Professional Activities Report (PAR) based on a form specified by the dean of his/her college.

42.§13 CHAPTER SERVICE. During this Agreement, the Chapter shall be able to purchase up to fifty-four (54) credit hours of teaching time per year for up to eight (8) Chapter officials at one-half (1/2) the actual replacement costs, provided the Chapter has given the Office of the Provost the names of the Chapter officials one (1) semester in advance (or at the earliest date practicable) to provide for proper scheduling, and further provided that the fifty-four (54) hours are used in blocks equivalent to at least one full class for each person receiving assigned time for Chapter service. In addition, the Chapter shall be able to purchase up to eighteen (18) additional credit hours of teaching time for up to two (2) Chapter officials at the full replacement cost, provided the same notice is given and the eighteen hours are used in blocks as specified above.

42.§13.1 If the Chapter decides to purchase assigned time for non-teaching faculty members, three (3) credit hours of teaching time shall be considered, for this purpose only, as equivalent to one-fourth (1/4) of a semester's or one-half (1/2) of a Summer I or Summer II workload of a non-teaching faculty member.

42.§14 CLASS-SIZE CAPACITY RECOMMENDATIONS AND APPROVAL PROCESS. Departmental faculty may submit recommendations on class-size capacities for all courses to their departmental chairperson. The chair shall work with the faculty to develop class-size policy recommendations that are mutually agreeable. The department chair shall then carry the process forward to the dean and the provost for their review, input, and approval. The dean and provost shall complete their review within thirty (30) calendar days. If the provost does not approve the class-size policies as submitted, specific guidance shall be offered to the departmental faculty and chair for consideration in further development of the proposed class-size policies. When

class-size policies are approved by the departmental chairperson, the dean, and the provost as meeting current and foreseeable student and institutional needs with acceptable pedagogic standards, and are also approved by the Chapter as not violating the *Agreement*, class-size shall not be increased above a recommended and approved cap without the approval of the assigned faculty member or an appropriate departmental committee except in the following circumstances:

42.§14.1 *One-time Basis*. A class is increased above the recommended and approved cap on a one-time basis by the departmental chairperson because of an emergency, such as a faculty member's death, illness, or sudden resignation.

42.§14.2 *Temporary Increase*. A class is temporarily increased by the departmental chairperson above a recommended and approved cap by no more than ten (10) students or twenty percent (20%), whichever is less. When departmental chairpersons make decisions regarding temporary increases in class size, they will take into account a variety of factors, which may include the nature of the class, the physical facilities available, the concerns of the instructor, and the needs of students. For one or more of these reasons, a chairperson who finds it necessary to temporarily increase a class size may decide to increase it by less than the maximum temporary increase provided herein, for example, for certain classes, an increase of more than three students might be found unfeasible.

42.§14.3 *Trial*. An individual faculty member agrees to or requests (and the departmental chairperson approves) an increase in the size of a class above the recommended and approved cap and/or above the temporary increase allowed by 42.§15.2 above in order to determine if he/she can effectively teach the class in the larger class-size format. If the teaching of the larger class is found to be successful by the faculty member and the departmental chairperson, the faculty member may continue to teach that class in the larger format. The departmental faculty may request a summary of the chairperson's and the faculty member's conclusions concerning the success of the larger class-size format.

42.§14.4 *Duration*. Approved class-size recommendations in effect in Spring of 2005 shall remain in effect for the life of this Agreement. There shall continue to be no contractual restriction on class size in departments that do not have recommended and approved course capacities, established in accordance with this article.

42.§15 SCHEDULING OF CLASSES. Each department chairperson shall develop a process to ascertain individual faculty course preferences as well as the preferred days and times for offering these courses. Once the tentative schedule is completed, faculty shall be notified of their assignments so that they may discuss them with the chairperson prior to submission of the schedule to the registrar. Though Western shall give serious consideration to faculty scheduling preferences, final determination of teaching assignments shall be made by Western.

42.§15.1 Specific scheduling recommendations shall reflect the following guidelines:

42.§15.1.1 If a faculty member is assigned an evening class which ends after 8:00 p.m., consideration shall be granted for the starting time of his/her classes the

following day.

42.§15.1.2 The time within the same day from the start of a faculty member's first class to the end of his/her last class shall be considered in arranging a faculty member's teaching schedule, to avoid excessively long days.

42.§15.1.3 In order to promote effective teaching and to provide time for careful course preparation and grading, the number of new courses and the number of different courses shall be taken into consideration when planning a faculty member's schedule.

42.§16 Teaching and other work assignments shall be made with due consideration of each bargaining unit faculty member's areas of specialization and competence.

42.§17 No bargaining unit faculty member on academic-year appointment shall be required to teach during Summer sessions, and no bargaining unit faculty member on alternate-academic-year appointment shall be required to teach in their off semester.

ARTICLE 43

DISCOVERIES, PATENTS AND COPYRIGHTS

The development of patentable inventions or discoveries is not the primary purpose of the research activities of Western's faculty. However, certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research, with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

43.§1 **SHARED ROYALTIES.**

43.§1.1 Bargaining unit faculty members whose activities lead to a patentable invention when the activities are part of the work for which Western is paying the faculty member (from any source) or the activities involve the use of any University space or equipment shall share equally with Western in any royalties derived from such patents.

43.§1.2 Bargaining unit faculty members whose activities lead to a patentable invention or copyrightable material when the activities are a part of work performed for which Western is not paying the faculty member (from any source), and no University space or equipment is used, shall be entitled to any or all royalties derived from such patents or copyrights.

43.§1.3 Western shall make a claim for royalties for textbooks, scholarly books, or other written documents and copyrightable material successfully published by bargaining unit faculty while in the employ of the University only when such material was prepared at the request of the University and for which the University provided direct remuneration. The assignment of potential royalties shall be made at the time of the agreement for the

work. The preparation of a book while on an approved sabbatical leave for that purpose or other approved leave of absence, in and of itself, does not qualify as direct remuneration by the University for an assignment.

43.§1.4 Contributions by members of the faculty to the profession and the discipline and the transmittal to students of such personal scholarly endeavor is an important facet of the academy. The inherent and potential conflict of interest when faculty authors select their text for use in classes which they teach cannot be avoided, but the donation of the royalties of such sales to student support programs at least recognizes an attempt to assuage those feelings which may result from a perceived conflict of interest. Nothing in this article compels either acknowledgment of royalties or a donation of those royalties to the University. Rather, this article recognizes the potential goodwill of donations of the royalties of such sales to the "faculty author's scholarship fund" or the University library endowment fund or other department, college, or University programs which support students and the academic enterprise. However, the sale, lease and/or rental of educational materials by faculty to students enrolled in their classes, without the explicit permission of the departmental or college administrator is prohibited.

43.§2 RIGHTS.

43.§2.1 *Name and Logo.* The name of the University shall not be used in connection with any campaigns, typically characterized by a large number or repetition of communication and/or size of audience, without prior written permission from the Vice President for Business and Finance. This restriction applies to the use of the name, letterhead, seal, logo, mascot and all other marks associated with the University on any commercial publications, product promotion, expressed opinion, or political action.

43.§2.2 *Sponsoring Agency.* In any instance where the provisions of this article are in conflict with any agreement with a sponsoring agency, the agreement with the sponsoring agency shall govern only if both Western and the bargaining unit faculty member have signed the agency agreement.

43.§2.3 *Option to Rights.* Either party (the bargaining unit faculty member or Western) may waive its rights under this article if it so chooses. The Vice President for Business and Finance will have the authority to act for Western in this matter.

ARTICLE 44 **NO STRIKE, NO LOCKOUT**

44.§1 CHAPTER. The Chapter agrees that, during the life of this Agreement, the Chapter, its officers, affiliates, and members shall not authorize, instigate, aid, or engage in any strike, slowdown, stoppage of work, concerted efforts not to meet classes, or any other concerted acts that interfere with the normal operations of the University over any matter covered by this Agreement.

44.§2 UNIVERSITY. The University agrees that during the life of this Agreement there shall be no lockout of the members of the Chapter over any matter covered by this Agreement.

ARTICLE 45
WAIVER CLAUSE

45.§1 AGREE AND ACKNOWLEDGE. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Western and the Chapter, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 46
SAVINGS PROVISIONS

46.§1 PRINCIPLE. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, Western and the Chapter shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 47
EMPLOYEE ASSISTANCE PROGRAM

47.§1 PRINCIPLE. Western agrees to provide an employee assistance program (EAP) to respond to the problems of faculty members and other University employees who demonstrate maladaptive work-related behaviors, including alcohol and substance abuse, mental/emotional illness, and significant personal problems. The program services shall be available through referral by self or others. Western and the Chapter agree that when a faculty member represents an immediate or potential danger to students, staff, or self, the faculty member may be removed from contact with students and other University personnel and referred to the University Employee Assistance Program.

47.§1.1 *Purpose*. The EAP shall emphasize the elements of problem identification, personnel training and education, therapeutic confrontation, and appropriate referral for assessment and treatment. It shall incorporate the right of Western to require

examination and/or treatment and to invoke disciplinary procedures when necessary. It shall also incorporate an internal response system and possible relations with appropriate external agencies.

47.§2 PROGRAM AVAILABILITY. Western agrees to provide access to EAP services for bargaining unit faculty during normal working hours.

47.§3 DURATION. Western agrees not to discontinue or substantially modify the present EAP for bargaining unit faculty for the duration of this Agreement.

ARTICLE 48

PERMANENT INTERDEPARTMENTAL TRANSFER PROCESS

48.§1 TRIAL ASSIGNMENT IN NEW DEPARTMENT. A tenured or tenure-track bargaining unit faculty member who is under consideration for a permanent transfer from one academic department to another shall be given a trial assignment in the new department. Permanent transfer consideration may be initiated by the faculty member or by Western, and these permanent transfer procedures shall be effective upon mutual agreement of the faculty member and Western, after consultation with the bargaining unit faculty of the receiving and the original departments.

48.§2 The conditions for approved trial assignments are:

48.§2.1 *Length*. The trial assignment shall be for two (2) or three (3) years.

48.§2.2 *Salary*. The trial assignment shall be, at least, at the faculty member's salary at the time of transfer plus any contractually-mandated increases subsequent to the transfer.

48.§2.3 *Rank*. The assignment shall be at the faculty member's rank at the time of transfer, and the faculty member shall not be eligible for promotion during the trial assignment.

48.§2.4 *Departmental Membership*. The faculty member shall remain a member of his/her original department during the trial assignment, but shall not participate in performance evaluations such as promotion or tenure recommendation processes in the original department unless the bargaining unit faculty of the original department recommend such participation.

48.§2.5 *Stipulations*. Both prior to the trial assignment and after the first year review, but prior to the second year of the trial assignment, the departmental faculty may recommend and Western may stipulate what the faculty member must accomplish during the trial assignment in order to be recommended for permanent membership in the new department. All such stipulations shall be directly related to the criteria specified in Article 17, Tenure Policy and Procedures.

48.§2.6 *Reviews.* The faculty member shall be reviewed by the new department in at least the first and last year of the trial assignment.

48.§2.7 *Return to Original Department.* With Western's approval, the faculty member may be returned to his/her original department at the end of any semester during or at the end of the trial assignment. Return may be initiated by the faculty member or by Western. The original department shall not have the prerogative to deny the faculty member's return to the department.

48.§2.8 *Continuous Service.* Continuous service of the bargaining unit faculty member shall not be affected by interdepartmental transfer.

48.§2.9 *Modification.* The above conditions may be modified by mutual agreement of the bargaining unit faculty member, Western, and the Chapter. Before agreeing to any such modifications, both the original and the receiving departments shall be consulted, and their recommendations shall be given serious and timely consideration.

48.§2.9.1 The trial period may be eliminated and the faculty member may make an immediate, permanent transfer to a receiving department only if the bargaining unit faculty in the receiving department recommend the permanent transfer.

48.§2.9.2 The faculty member requesting the immediate transfer shall receive from Western, in writing, the specific terms of the transfer (e.g., appointment, rank, tenure, salary, and other relevant stipulations).

48.§3 PERMANENT ASSIGNMENT IN NEW DEPARTMENT.

48.§3.1 *New Departmental Membership Decision.* In the case of a tenured faculty member, at the end of the trial assignment, the departmental bargaining unit faculty shall recommend whether the faculty member shall be granted permanent membership in the new department. If the faculty member is granted permanent membership in the new department by Western, he/she shall become a permanent member of the new department and shall no longer be a member of the original department. A tenured faculty member shall retain his/her tenure throughout the transfer process.

48.§3.1.1 In the case of a tenure-track faculty member, at the end of the trial assignment, the departmental faculty shall make a recommendation of whether he/she shall be granted permanent membership in the new department. The final tenure review of the faculty member shall be conducted by the new department in the last year of trial assignment--or later, if so stipulated prior to the trial assignment. A tenure-track faculty member may only be recommended for tenure when he/she has had a positive membership recommendation.

48.§3.2 *Rank.* The faculty member shall not have his/her rank reduced by permanent transfer to the new department.

48.§3.3 *Promotion Eligibility.* At the start of the trial period, Western shall stipulate the number of years-in-rank with which the new faculty member shall be credited for purposes of promotion eligibility in the new department. Based on the years-in-rank credit, the faculty member is eligible for promotion in the new department after becoming a permanent member of that department.

48.§3.4 *Salary.* The faculty member's salary shall not be reduced because of permanent transfer to the new department.

48.§3.5 *Service on Committees.* The original and receiving departments may extend to faculty members transferred under this provision the rights and responsibilities to serve on departmental committees during the trial period. After obtaining permanent membership, the transferred faculty member shall be granted all rights and responsibilities that apply to any other member of the receiving department, and shall have no rights in the original department.

ARTICLE 49
DURATION

49. §1 DURATION. This Agreement shall become effective as of the 6th day of September, 2005, and, except as hereinafter set forth, shall continue in full force and effect until 12:01 a.m. on the 6th day of September, 2008, and for continuing periods of one (1) year thereafter unless a written notice is served by one party upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify, or terminate this Agreement.

Regardless of the provisions of the duration clause in this article, the calendar provisions in Article 38, University Calendar, and Appendix D, Western Michigan University Calendar, shall continue through the fiscal year of 2009-2010. This Agreement is signed in Kalamazoo, Michigan on this 30th day of September 2005.

**WMU Chapter of the American
Association of University
Professors**

Jon Neill, Chief Negotiator

Ralph Tanner, President

Jerry Kreuze

Ned Smith

Leo Stevenson

Paul Wilson

Western Michigan University

Thomas P. Hustoles, Co-Chief Negotiator

Jay A. Wood, Co-Chief Negotiator,
Dir. Academic Collective Bargaining

Eileen Evans

Bassam Harik

Richard O'Hearn

Janet Pisaneschi

Lowell Rinker

Kurt Sherwood

APPENDIX A

UNIVERSITY POLICY

Contract/Grant Professorships

The University has long realized that the work performed by professors who conduct research and other programs sponsored by external agencies differs in many ways from the standard University faculty assignments. While the work associated with faculty status is varied and encompasses teaching, research, publishing, creative activity, and advising, faculty members are not typically called upon to administer major operations requiring budget and personnel management or other non-instructional responsibilities without added compensation. The proposed policy recognizes that the tasks performed by a principal investigator or a participating scholar differ from the usual assignments. Thus, this policy recommendation reflects that difference and authorizes altered compensation levels for those professors who undertake sponsored projects which substantially change the nature and scope of their responsibilities.

Policy Statement:

In recognition of the additional duties and responsibilities with involvement in externally-funded grants and contracts, persons involved directly in the projects may be designated as contract/grant assistant professors, contract/grant associate professors, or contract/grant professors. In proposals submitted for external funding under the aegis of the University and administered through the University, involved faculty members may be designated as contract/grant professors and, for the specified proportion of their assigned time on the project, may be budgeted at market value.

Contract/grant professors may be budgeted for Spring and Summer sessions at the same market value basis, as long as the support for their compensation derives entirely from externally-funded contracts or grants.

The designation and remuneration will apply to all external grants and contracts under the aegis of the University including research grants and contracts, training grants, etc. Faculty consultants on such projects will receive remuneration in accordance with existing policy (see the current WMU/AAUP Agreement). The contract/grant professor policy will not apply to paid leaves of absence, sabbaticals, and other such leaves. All salaries paid from University funds will be at regular salary levels. Only the salary derived from external sources in recognition of altered responsibilities will be at the approved market rate.

APPENDIX B

BULLARD PLawecki EMPLOYEE RIGHT TO KNOW ACT (EXCERPT)

423.501. Short title; definitions

Sec.1. (1) This act shall be known and may be cited as the "*Bullard-Plawecki Employee Right to Know Act.*"

(2) As used in this act:

- (a) "Employee" means a person currently employed or formerly employed by an employer.
- (b) "Employer" means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has four (4) or more employees and includes an agent of the employer.
- (c) "Personnel record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:
 - (i) Employee references supplied to an employer if the identity of the person making the reference would be disclosed.
 - (ii) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions, and job assignments.
 - (iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.
 - (iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
 - (v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to Section 9.
 - (vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.
 - (vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under Section 513(a) of Title 5 of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g.

(viii) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than six (6) months after the date of the occurrence or the date the fact becomes known.

423.509 Record of investigation of criminal activity of employee which may result in loss or damage to employer's property; record of criminal justice agency involved in investigation of criminal activity of employee.

Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation or after two (2) years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it shall be destroyed.

P.A. 1978, No. 397, §1, Eff. Jan. 1, 1979.

APPENDIX C

LOCATION OF PERSONALLY-IDENTIFIABLE INFORMATION

TO: Faculty Members
FROM: Director of Academic Collective Bargaining and Contract Administration

You have requested a review of your personnel record. This is to notify you that several offices on campus hold files that may contain personnel records or other personnel-related or personally-identifiable information which is generally available to you. In addition, there may be offices on campus that have files that contain personally-identifiable information about you that is not a personnel file or a personnel-related record.

Listed below are some offices which may hold files that contain information that identifies you, and the types of information that they may hold. The list is not exhaustive, although an attempt has been made to identify all offices and information pertaining to you. The first seven are the most important and comprehensive.

A. PAYROLL

Payroll history reports; time and attendance records; salary records; retirement plan selection cards; retirement reports; insurance applications; W-2, W-4, and MI-W-5.

B. HUMAN RESOURCES

Employment application/resume; personnel transaction forms; salary letters; sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; unemployment and Workers' Compensation claim records; tuition benefit plan records.

C. PROVOST'S OFFICE

Employment application/resume; academic transcripts; salary letters; personnel transaction forms; sick leave/disability certificates or letters; materials concerning evaluations, tenure, promotion, and reappointment; disciplinary records; sabbatical leave records; grant applications; leave of absence records; reclassification correspondence; I-9 and citizenship status records; retirement and service award records.

D. DEAN'S OFFICE

Employment application/resume; academic transcripts; salary letters; personnel transaction forms; sick leave/disability certificates or letters; materials concerning evaluations, tenure, promotion, and reappointment; disciplinary records; sabbatical leave records; grant applications; leave of absence records; reclassification correspondence; I-9 and citizenship status records; retirement and service award records.

E. DEPARTMENT OFFICE

Employment application/resume; academic transcripts; salary letters; personnel transaction forms; sick leave/disability certificates or letters; materials concerning evaluations, tenure, promotion, and reappointment; disciplinary records; sabbatical leave records, grant applications; leave of absence records; reclassification correspondence; I-9 and citizenship status records; retirement and service award records.

F. GENERAL COUNSEL

I-9 and citizenship status records.

G. THE OFFICE OF UNIVERSITY RELATIONS

Curriculum vitae; background information; news releases; pictures; and summary of area of expertise.

H. The following offices may have records, if you have participated in their purpose, or used their services:

1. Faculty Senate
2. Admissions and Orientation Department
3. Office of Institutional Equity
4. Office of Vice President for Research
5. University Counseling and Testing Center
6. Housing Office
7. Ombudsman's Office
8. Accounting Services and Accounts Payable
9. Department of Public Safety
10. Registrar's Office
11. Sindecuse Health Center
12. WMU Unified Clinics

APPENDIX D

WESTERN MICHIGAN UNIVERSITY CALENDAR

2005-2006

Fall Semester 2005	
August 29, Monday	Advising Day
August 29, Monday	Classes Begin at 4:00 p.m.
September 5, Monday	Labor Day Recess
November 23, Wednesday	Thanksgiving Recess (Noon)
November 28, Monday	Classes Resume
December 5-9	Final Examination Week
December 10, Saturday	Semester Ends - Commencement
December 13, Tuesday	Fall Grades Due at Noon
December 23, Friday	Holiday Recess
December 26, Monday	Holiday Recess
Spring Semester 2006	
December 30, Friday	New Year's Recess
January 2, Monday	New Year's Recess
January 9, Monday	Advising Day
January 9, Monday	Classes Begin at 4:00 a.m.
January 16, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
February 24, Friday	Spirit Day
February 27, Monday	Spring Break
March 6, Monday	Classes Resume
April 24-28	Final Examination Week
April 29, Saturday	Semester Ends - Commencement
May 2, Tuesday	Spring Grades Due at Noon

2005-2006

Summer I Session 2006	
May 8, Monday	Classes Begin
May 29, Monday	Memorial Day Recess
June 28, Wednesday	Session Ends
July 1, Saturday	Commencement
July 3, Monday	Summer I Grades Due at Noon
Summer II Session 2006	
June 29, Thursday	Classes Begin
July 4, Tuesday	Independence Day Recess
August 18, Friday	Session Ends
August 22, Tuesday	Summer Grades Due at Noon

2005-2006

Days Classes Meet			
<i>Fall 2005 Semester</i>	<i>Spring 2006 Semester</i>	<i>Summer I 2006 Session</i>	<i>Summer II 2006 Session</i>
M-14	M-13	M-7	M-7
T-15	T-15	T-8	T-6
W-15	W-15	W-8	W-7
Th-14	Th-15	Th-7	Th-8
F-14	F-14	F-7	F-8
<u>72</u>	<u>72</u>	<u>37</u>	<u>36</u>
S-13	S-14	S-7	S-7

2006-2007

Fall Semester 2006	
September 1, Friday	Advising Day
September 4, Monday	Labor Day Recess
September 5, Tuesday	Classes Begin at 8:00 a.m.
November 22, Wednesday	Thanksgiving Recess (Noon)
November 27, Monday	Classes Resume
December 11-15	Final Examination Week
December 16, Saturday	Semester Ends - Commencement
December 19, Tuesday	Fall Grades Due at Noon
December 22, Friday	Holiday Recess
December 25, Monday	Holiday Recess
Spring Semester 2007	
December 29, Friday	New Year's Recess
January 1, Monday	New Year's Recess
January 5, Friday	Advising Day
January 8, Monday	Classes Begin at 8:00 a.m.
January 15, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
March 2, Friday	Spirit Day
March 5, Monday	Spring Break
March 12, Monday	Classes Resume
April 23-27	Final Examination Week
April 28, Saturday	Semester Ends - Commencement
May 1, Tuesday	Spring Grades Due at Noon

2006-2007

Summer I Session 2007	
May 7, Monday	Classes Begin
May 28, Monday	Memorial Day Recess
June 27, Wednesday	Session Ends
June 30, Saturday	Commencement
July 3, Tuesday	Summer I Grades Due at Noon
Summer II Session 2007	
June 28, Thursday	Classes Begin
July 4, Wednesday	Independence Day Recess
August 17, Friday	Session Ends
August 21, Tuesday	Summer II Grades Due at Noon

2006-2007

Days Classes Meet			
<i>Fall 2006 Semester</i>	<i>Spring 2007 Semester</i>	<i>Summer I 2007 Session</i>	<i>Summer II 2007 Session</i>
M-14	M-14	M-7	M-7
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-6
Th-14	Th-15	Th-7	Th-8
F-14	F-14	F-7	F-8
<u>72</u>	<u>73</u>	<u>37</u>	<u>36</u>
S-13	S-13	S-7	S-7

2007-2008

Fall Semester 2007	
August 31, Friday	Advising Day
September 3, Monday	Labor Day Recess
September 4, Tuesday	Classes Begin at 8:00 a.m.
November 21, Wednesday	Thanksgiving Recess (Noon)
November 26, Monday	Classes Resume
December 10-14	Final Examination Week
December 15, Saturday	Semester Ends - Commencement
December 18, Tuesday	Fall Grades Due at Noon
December 24, Monday	Holiday Recess
December 25, Tuesday	Holiday Recess
Spring Semester 2008	
December 31, Monday	New Year's Recess
January 1, Tuesday	New Year's Recess
January 4, Friday	Advising Day
January 7, Monday	Classes Begin at 8:00 a.m.
January 21, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
February 29, Friday	Spirit Day
March 3, Monday	Spring Break
March 10, Monday	Classes Resume
April 21-25	Final Examination Week
April 26, Saturday	Semester Ends - Commencement
April 29, Tuesday	Spring Grades Due at Noon

2007-2008

Summer I Session 2008	
May 5, Monday	Classes Begin
May 26, Monday	Memorial Day Recess
June 25, Wednesday	Session Ends
June 28, Saturday	Commencement
July 1, Tuesday	Summer I Grades Due at Noon
Summer II Session 2008	
June 26, Thursday	Classes Begin
July 4, Friday	Independence Day Recess
August 15, Friday	Session Ends
August 19, Tuesday	Summer II Grades Due at Noon

2007-2008

Days Classes Meet			
<i>Fall 2007 Semester</i>	<i>Spring 2008 Semester</i>	<i>Summer I 2008 Session</i>	<i>Summer II 2008 Session</i>
M-14	M-14	M-7	M-7
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-7
Th-14	Th-15	Th-7	Th-8
F-14	F-14	F-7	F-7
<u>72</u>	<u>73</u>	<u>37</u>	<u>36</u>
S-13	S-13	S-7	S-7

2008-2009

Fall Semester 2008	
August 29, Friday	Advising Day
September 1, Monday	Labor Day Recess
September 2, Tuesday	Classes Begin at 8:00 a.m.
November 26, Wednesday	Thanksgiving Recess (Noon)
December 1, Monday	Classes Resume
December 8-12	Final Examination Week
December 13, Saturday	Semester Ends - Commencement
December 16, Tuesday	Fall Grades Due at Noon
December 24, Wednesday	Holiday Recess
December 25, Thursday	Holiday Recess
Spring Semester 2009	
December 31, Wednesday	New Year's Recess
January 1, Thursday	New Year's Recess
January 2, Friday	Advising Day
January 5, Monday	Classes Begin at 8:00 a.m.
January 19, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
February 27, Friday	Spirit Day
March 2, Monday	Spring Break
March 9, Monday	Classes Resume
April 20-24	Final Examination Week
April 25, Saturday	Semester Ends - Commencement
April 28, Tuesday	Spring Grades Due at Noon

2008-2009

Summer I Session 2009	
May 4, Monday	Classes Begin
May 25, Monday	Memorial Day Recess
June 24, Wednesday	Session Ends
June 27, Saturday	Commencement
June 30, Tuesday	Summer I Grades Due at Noon
Summer II Session 2009	
June 25, Thursday	Classes Begin
July 3, Friday	Independence Day Recess
August 14, Friday	Session Ends
August 18, Tuesday	Summer II Grades Due at Noon

2008-2009

Days Classes Meet			
<i>Fall 2008 Semester</i>	<i>Spring 2009 Semester</i>	<i>Summer I 2009 Session</i>	<i>Summer II 2009 Session</i>
M-14	M-14	M-7	M-7
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-7
Th-14	Th-15	Th-7	Th-8
F-14	F-14	F-7	F-7
<u>72</u>	<u>73</u>	<u>37</u>	<u>36</u>
S-13	S-13	S-7	S-7

2009-2010

Fall Semester 2009	
September 4, Friday	Advising Day
September 7, Monday	Labor Day Recess
September 8, Tuesday	Classes Begin at 8:00 a.m.
November 25, Wednesday	Thanksgiving Recess (Noon)
November 30, Monday	Classes Resume
December 14-18	Final Examination Week
December 19, Saturday	Semester Ends - Commencement
December 22, Tuesday	Fall Grades Due at Noon
December 24, Thursday	Holiday Recess
December 25, Friday	Holiday Recess
Spring Semester 2010	
December 31, Thursday	New Year's Recess
January 1, Friday	New Year's Recess
January 8, Friday	Advising Day
January 11, Monday	Classes Begin at 8:00 a.m.
January 18, Monday	Dr. Martin Luther King, Jr. Day Recess, Convocation & Activities
March 5, Friday	Spirit Day
March 8, Monday	Spring Break
March 15, Monday	Classes Resume
April 26-30	Final Examination Week
May 1, Saturday	Semester Ends - Commencement
May 4, Tuesday	Spring Grades Due at Noon

2009-2010

Summer I Session 2010	
May 10, Monday	Classes Begin
May 31, Monday	Memorial Day Recess
June 30, Wednesday	Session Ends
July 3, Saturday	Commencement
July 6, Tuesday	Summer I Grades Due at Noon
Summer II Session 2010	
July 1, Thursday	Classes Begin
July 5, Monday	Independence Day Recess
August 20, Friday	Session Ends
August 24, Tuesday	Summer II Grades Due at Noon

2009-2010

Days Classes Meet			
<i>Fall 2009 Semester</i>	<i>Spring 2010 Semester</i>	<i>Summer I 2010 Session</i>	<i>Summer II 2010 Session</i>
M-14	M-14	M-7	M-6
T-15	T-15	T-8	T-7
W-15	W-15	W-8	W-7
Th-14	Th-15	Th-7	Th-8
F-14	F-14	F-7	F-8
<u>72</u>	<u>73</u>	<u>37</u>	<u>36</u>
S-13	S-13	S-7	S-7

APPENDIX E

EXTERNAL REVIEW PROCESS -- PROMOTION AND TENURE

As stipulated in 17.§5.5 and 18.§3.9, the candidate, the DTC/DPC, or the chair may require letters of recommendation from external reviewers who are appropriate to a tenure and/or promotion candidate's specialty area, as part of the tenure/promotion review process. Following the process outlined in 17.§5.5 and in 18.§3.9, the chair, or, in special cases described in 17.§5.5 and in 18.§3.9., the candidate shall be responsible for soliciting external recommendations from those reviewers identified by the tenure/promotion candidate and the chair. The solicitation request for an external recommendation shall include the following language:

You have been identified as a potential external reviewer in the case of (candidate's name)'s tenure and/or promotion review. The purpose of the external review is to have you evaluate the candidate's record in the area of professional recognition. We are not asking you to judge whether or not the candidate should be given tenure/promotion, but only to evaluate his/her scholarly work and its recognition by others outside our University.

Should you choose to participate in the external review process, you should be aware of the following:

- External letters of recommendation shall be made part of (candidate's name)'s adjunctive tenure/promotion file.
- After promotion or tenure is granted, all review letters and documentation shall be extracted from the faculty member's personnel record and returned to the faculty member, except for the final notification of the award.
- Those who will have access to your letter of recommendation include:
 - (candidate's name)
 - the departmental tenure/promotion review committee
 - the department chairperson
 - the college-level review committee (promotion, only)
 - the college dean
 - the provost
 - the University President
 - any and all other relevant administrators who participate in the review process
- Western shall not release the external letters of reference to the public except as Western deems necessary to comply with law, court order, subpoena, or

pursuant to any legal, administrative, or arbitration proceeding. It must be understood that Western Michigan University is a public institution, and there may be circumstances under which Western is compelled to release external recommendations.

INDEX

AAUP

Annual Compensation Report from
Western, 107

Conscientious Objector, 7

Definition of Chapter, 3

Dues, 8

Report

Annual Survey of Faculty

Compensation, 107

Service Fees, 8

Academic Freedom, ii

Academic Freedom and Responsibility, ii,
22, 29, 55

Academic Performance

University Standards for Tenure, 34

Academic Potential

University Standards for Tenure, 34

Academic Tenure, 29

Academic Year

University Calendar, 106

Academic Year, Definition, 2

Access to Facilities and Services

Provision to Chapter, 6

Accommodation for Disability, 40, 86

Americans with Disabilities Act (ADA),
86

Committee, 86

Appeal Process, 87

Definition, 86

Disability

Definition, 86

Medical Opinion, 87

Reasonable Accommodation, 86

Request for Accommodation, 87

Request for Review Procedure, 86

Termination for Disability, 87

Additional Employment, 88

Contractual Service, 89

Large-Scale and University Contractual
Service, 89

Principle, 88

Private Work, 89

Professional Work, 88

Adjunct Faculty, 2

Adjunctive

Records, 12

Tenure Review File, 34

Tenure/Promotion File, 139

Administrative Agent, 2

Administrators Who Hold Faculty Rank

Promotion Review, 41

Affiliate

Appointments, 2

Faculty, 2

Affirmative Action, 9

Agency Shop, 7

Conscientious Objector Status, 7

Dues

Payroll Deduction, 7

Dues, Service Fees, 7

Agreement

Copies of, 7

Department Policy Statement

Compliance, 66

Duration of, 123

Faculty Senate Compliance, 67

General Purposes, i

Savings Provisions, 119

Waiver Clause, 119

Alcohol and Substance Abuse

Employee Assistance Program, 119

Impaired Performance of Duties, 56

Alternate Academic Year, 2

Alternatives to Layoff

Layoff and Recall, 68

Alumni Teaching Excellence Award, 95

Americans with Disabilities Act (ADA), 86

Annual Report

Affirmative Action, 10

Audited Financial Report

Copy to Chapter, 6

Budget Request

Copy to Chapter, 6

Compensation Reported to AAUP, 107
 Contributions to Chapter
 Fringe Benefits, 104
 Sabbatical Leave Selection, 76
Annuity, Tax Sheltered, 104
Anonymous Comments, 13
Anti-Discrimination and Affirmative Action and Sexual Harassment Equal Opportunity Employer, 9
Appeal
 Accommodations for Disability, 87
 Faculty Senate Recommendations, 67
 Grievance, 16
 Promotion, Faculty Right to, 49
 Right to
 Approval of Private Work, 90
 Sabbatical Leave, 76
 Tenure Review Process, 37
Appointments, 22
 Alternate Academic Year, 24
 Alternate Terms, 24
 Alternative to Layoff, 24
 Appointment
 Academic Career Specialist, 23
 Change in Appointment Type, 23
 Grant/Contract, 23
 Grievability of Final Decisions, 22
 Initial Appointments, 23
 Initial Tenure, 23
 Letters of Appointment, 23
 Minimum Terms, 24
 Non-Renewal of Continuing Probationary
 Tenure-Track Appointments, 39
 One-Year Renewable Term, 23
 Recommendations by Faculty, 22
 Salary When Appointment Type Changes,
 24
 Tenure, 23
 Tenure Track, 23
 Tenure-Track, Board, 29
 Types, 22
Arbitration, 15, 16, 18, 19, 20, 33, 45, 140
 Grievance Procedure, 19
Award
 Alumni Teaching Excellence, 95
 Distinguished Scholar, 95
 Distinguished Service, 95
 Recognition Awards, 95
 Relationship Between Tenure and
 Promotion, 40
 Tenure, 29, 39
Bargaining Representative, 1
Bargaining Unit
 Exclusions, 1
Bargaining Unit Member
 Reclassification, 1
Base Salary
 Compensation Guidelines, 92
Board Appointed Ranked Faculty, 1
Board Appointment, 4
Board of Trustees, ii, 1, 2, 3, 4, 5, 6, 7, 22,
 29, 31, 37, 38, 39, 40, 48, 49, 50, 68, 74,
 75, 76, 82, 92, 100, 101
 Acceptance of Retirement Notice, 101
 Denial of Tenure, 40
 Meetings
 Chapter's Right to Copy of Minutes, 6
Observer, 7
 Ratification of Layoff, 68
 Sole Power to Confer Tenure, 40
 Tenure Prerogatives, 40
Board of Trustees Meetings
 Chapter's Right to Copy of Agenda, 7
Bookstore Discount, 103
Bullard Plawecki Employee Right to Know Act, Appendix B, 125
Bureau of Employment Relations
 Faculty Senate, Appeal, 67
Calendar for Applications & Proposals
 Sabbatical Leave, 76
Calendar, Policy, 105
Carnegie Foundation, ii
CELCIS, 1
Center for Teaching and Learning
 Coordinated by Office of the Provost,
 107
 Eligibility to Programs, 107
 Policy, 107
Chairperson, 1, 12, 18, 22, 25, 30, 31, 35,
 36, 37, 38, 41, 42, 46, 47, 48, 49, 50, 56,
 62, 65, 66, 69, 74, 75, 76, 77, 80, 81, 84,
 85, 86, 88, 89, 93, 106, 108, 109, 139

Chairperson's Review

Tenure Review Process, 36

Chapter, i, ii, 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 32, 34, 37, 43, 47, 50, 56, 57, 59, 62, 66, 67, 68, 70, 73, 76, 77, 80, 85, 87, 88, 96, 99, 101, 102, 104, 105, 106, 107, 118, 119, 121, 123

Annual Report

Sabbatical Leave Selection, 76

Consultation Re Layoff and Recall, 68

Consultation Rights Re Health Care Providers, 99

Copies of Board of Trustees Meeting Minutes, 6

Notice of Layoff, 68

Payment of Dues or Fees, 8

Recognition of, 1

Representatives on University Committees, 5

Review of Policy Statements/Documents, 66

Rights, 5

Charges of Misconduct, 58, 59, 61

Clinical and Practicum Work

Tenure, 32

Close-Down

Conditions, Entire University, 3

Collateral Documentation File

Promotion, 49

College Promotion Committee

(CPC), 47

Committees

Affirmative Action Advisory Committee, 9

Americans with Disabilities Act (ADA), 86

Chapter Representatives, 5

College Promotion Committee, 47

Department Tenure Committee, 35

Executive Committee, 6

Long-Range Planning Committee Membership, 105

Peer Review

Discipline for Cause, 62

Research Policies Council, 101

University Sabbatical Leave, 75

Compensation

Annual Report to AAUP, 107

Compensation Guidelines, 92

Base Salary, 92

Continuing Education

Consulting Services, 92

Preference, 92

Workload, 92

Limits of Compensation, 93

Market Adjustments, 24

Pro Rata Salary, 92

Research, 92

Salary Adjustments, 92

Complaints and Grievances

Affirmative Action, 10

Compliance

Department Policy Statement with Agreement, 66

Faculty Senate with Agreement, 67

Conditions of Approval

Private Work, 89

Conduct

Professional Conduct, 56

Conduct of the Disciplinary Hearing

Progressive Review, Professional Conduct, 59

Conscientious Objector Status

Chapter Dues, 7

Consulting, 99

Continuing Education

Compensation Guidelines, 92

Consulting Services, 92

Economic Compensation

Presidential Study, 94

Rates, Overload Basis, 94

Preference, 92, 110

Workload, 92

Contract/Grant

University Policy, 124

Contract/Grantd

Faculty Designation, 124

Contractual Service

University, 89

Copies

Agreement, 7

- Annual Audited Financial Report, 6
- Annual Budget Request, 6
- Annual Compensation Reported to AAUP, 107
- Annual Contribution Report to Chapter, 104
- Board of Trustees
 - Program Changes to Chapter, 6
- Board of Trustees
 - Meeting Agenda to Chapter Observer, 7
- Board of Trustees Meeting Minutes, 6
- Disciplinary Hearing, Notice of Charges, 60
- Faculty Senate Recommendations, 67
- Monthly Financial Statement, 6
- Provost's Promotion Guidelines, 49
- Research Policies Council
 - Notify Chapter of Changes, 101
 - Tenure Guidelines, 37
- Copyrights**
 - Discoveries, Patents and Copyrights, 117
- Counseling and Testing Center**
 - Use of, 103
- Court Required Services**
 - Leaves of Absence, 81
- Criteria**, 29, 31, 34, 35, 36, 41, 42, 43, 44, 46, 69, 74, 75, 81, 121
 - Consideration for Retention, Layoff and Recall, 69
- Data**
 - Chapter's Right to**, 5
- Dean's Recommendation**
 - Reversal, Promotion, 49
- Dean's Review**
 - Tenure Review Process, 36
- Decreasing Term**
 - Life Insurance, 100
- Definition**
 - Academic Year, 2
 - Accommodation for Disability, 86
 - Adjunct Faculty, 2
 - Administration, 2
 - Affiliate Faculty, 2
 - Alternate Academic Year, 2
 - Board of Trustees, 3
 - Chapter, 3
 - Department, 3
 - Department Policy Statement, 66
 - Disability, 86
 - Emergency Periods, 3
 - Faculty, 3
 - Graduate Assistants, 3
 - Grievance**, 15
 - Layoff and Recall, 67
 - Non-Unit Faculty, 3
 - Part-Time Faculty, 4
 - Post Doctoral Fellows, 3
 - Ranked Faculty, 4
 - Semester, 4
 - Session, 4
 - Sexual Harassment, 11
 - Special Consideration, Layoff and Recall, 71
 - Tenure, 29
 - Tenure-Track Appointment, 4
 - Term Appointment, 4
 - Unit Constituency, 4
 - Unit Faculty, 4
 - University, 4
 - University-Recognized Holidays, 4
 - Visiting Professors, 4
 - Western, 5
- Denial of Promotion**, 49
- Dental Care**, 98
- Department**, 1, 3, 12, 22, 23, 24, 31, 34, 35, 37, 41, 42, 43, 44, 46, 49, 65, 66, 74, 121, 128
 - Definition, 3
 - Governance, 65
 - Areas of Participation, 65
 - Contractual, 65
 - Department Policy Statements, 65
 - Faculty Participation in, 65
 - Policy Statements
 - Curricular and Budgetary Policies, 65
 - Mandatory First Paragraph, 65
 - Mandatory Policies, 65
 - Permissive Policies, 65
 - Statement of Principle, 65
 - Policy Statement, 66

- Review, Tenure, 35
- Tenure Committee, 35
- Tenure Performance Criteria, 34
- Department Policy Statement**, 31, 34, 42, 44, 65, 66
 - Approval/Ratification, 66
 - Compliance with the Agreement, 66
 - Curricular and Budgetary Policies, 65
 - Definition, 66
 - Mandatory First Paragraph, 65
 - Mandatory Policies, 65
 - Modification, 66
 - Permissive Policies, 65
 - Tenure
 - Development of Criteria, 34
- Department Policy Statements**
 - Timely Consideration by Western, 66
- Director of Academic Collective Bargaining and Contract Administration**, 8, 16, 17, 18, 19, 56, 58, 66, 127
 - Review of Department Policy Statements/Documents, 66
- Disability**, 29, 40, 81, 84, 85, 86, 87, 88, 97, 99, 104, 127
 - Accommodation for, 86
 - Defined, 86
 - Identified, 86
 - Insurance, 84
 - Long-Term, 99
 - Medical Opinion, 87
 - Modified Duties Assignment Duration, 85
 - Professional Responsibilities, 85
 - Sick Leave, 99
 - Termination for, 29, 88
- Disciplinary Action**
 - Professional Conduct, 57
- Disciplinary Hearing**
 - Evidence, Handling of, 60
 - Existing Evidence, 60
 - New Evidence, 61
 - Professional Conduct, 58
 - Progressive Review, 58
 - Progressive Review, Professional Conduct, 59
 - Testimony, 61
- Discipline by Documentation**
 - Disciplinary Decision, 61
 - Letter of Discipline (Step Two), 61
 - Letter of Reprimand (Step Three), 61
 - Letter of Warning (Step One), 61
- Discipline for Cause, 56**
 - Grievance Procedure, 62
 - President's Decision, 62
- Discipline Procedure**
 - Progressive Review and Discipline for Cause, 63
- Discount**
 - at Bookstore, 103
 - on Events, Programs
 - Other Fringe Benefits, 103
- Discoveries, Patents and Copyrights**, 117
 - Rights and Responsibilities, 118
 - Shared Royalties, 117
- Discrimination, 9**
 - Complaints and Grievances, 9
 - Early Resolution of Complaints, 9
 - Grievance Procedure, 11
- Prohibited, 9**
 - Sexual Harassment, 11
- Dismissal/Suspension for Cause**
 - Progressive Review, 61
- Distinguished Scholar Award**, 95
- Distinguished Service Award**, 95
- Dues**
 - Chapter, 7
 - Conscientious Objector Status, 7
 - Noncompliance, 8
 - Payment of Chapter, 8
- Dues, Chapter**
 - Noncompliance
 - Payment of Chapter Dues or Fees, 8
- Duration of Agreement**, 123
- Duration of Health Care Benefits**, 100
- Early Final Review**
 - Tenure, 31
- Economic Compensation**, 93, 94
 - Continuing Education
 - Pay Rates Table, 94
 - Presidential Study, 94
 - Mid-Year Retirement
 - Merit, 95

Promotion Increments
 Table, 95

Retirement Contribution
 TIAA/CREF, 95

Salary Adjustments
 Increase Percentages, 94
 Salary Compression Committee, 94
 Three-Year Table, 94

Salary Minima Table, 94

Eligibility
 Center for Teaching and Learning
 Programs, 107
 Promotion, 41, 42
 Sabbatical Leave, 73
 Tenure, 29

Emergency
 Replacement Leave, 23
 Suspending University Operations, 3

Employee Assistance Program (EAP), 119

Employee Right to Know Act
 Appendix B, 125

Employment
 Article 29, 88

Equal Opportunity Employer, 9

Ethics, 55, 57
 Professional Conduct, 55

Evaluation
 Administration by Faculty, 50

Evidence, Handling of
 Progressive Review, Professional
 Conduct, 60

Examination of Faculty Records
 Rights, 13

Exceptions
 To Educational Attainment, Promotion,
 42
 To Length of Service in Rank, Promotion,
 42
 To Promotional Qualifying Criteria, 42

Exclusions
 Bargaining Unit, 1

Executive Committee, 6, 7

External Review Process, 32, 44
 Appendix E, 139
 Tenure, 32, 44

Faculty
 Appointments, 22
 Annual Compensation Survey to AAUP,
 122
 Authors of Textbooks, 117
 Collateral Documentation File,
 Promotion, 49
Contract/Grant Professorships,
Appendix A, 124
 Definition, 3
 Designation and Remuneration--
 Contract/Grant, 124
 Development, Center for Teaching and
 Learning Policy, 107
 Discoveries, Patents and Copyrights, 117
 Economic Compensation, 94
 Employee Assistance Program, 119
 Evaluation of Administration, 50
 Health Care Benefits and Insurance, 96
 Layoff and Recall, 68
 Neglect of Duty, 56
 New Unit Members, 6
 Notification of Promotion, 48
 Outside Employment, 88
 Participation in Departmental
 Governance, 65
 Professional Conduct as Private Citizens,
 55
 Promotion Policy and Procedures, 40
 Ranked, 3
 Recognition Awards, 95
 Research and Creative Activities Support
 Fund, 100
 AAUP Notification of Policy Changes,
 101
 Funds, Carry Forward, 100
 Right & Responsibility
 Promotion, 45
 Rights, 72
 Tenure Policy and Procedures, 29
 Tenure Review Process Responsibilities,
 35

Faculty Records
Adjunctive Records, 12
 Confidentiality, 14
 Considered Regard, 14
Definition, 12

Faculty Member's Right to a Copy, 13
 Faculty Member's Right to Examine, 13
 Items Excluded, 13
Location, 12
 Location of Personally-Identifiable Information, 127
 Maintenance of, 14
 Notification of Intent to Release, 15
 Notification of Negative Material, 13
 Official University Purposes, 14
 Ombudsman Has No Direct Access, 13
 Professional Conduct
 Disciplinary Hearing, 60
 Promotion, 46
 Release of External Recommendations, 140
 Release of Record, 14
 Student Complaints, 14
 Updating, 15
 Use of in Personnel Actions, 13
Faculty Research and Creative Activities Support Fund, 100
Faculty Senate, 67
 Appeal
 Bureau of Employment Relations, 67
 Compliance with Agreement, 67
 Copies of Recommendations, 67
 Recommendations, Appeal, 67
 Statement of Principle, 67
Final Examination Requirement
 University Calendar, 106
Financial Gain
 Professional Activities for, 88
Fiscal Year
 University Calendar, 106
Flu Shots
 Fringe Benefits, 103
Freedom of Information Act, 12
Fringe Benefits
 Annual Contribution Report to Chapter, 104
 Direct Deposits and Payroll Deductions, 104
 Discount at Bookstore, 103
 Discounts on Events and Programs, 103
 Flu Shots, 103
 Health Service Limited Use, 103
 Parking, 103
 Pharmacy, 103
 Tax-Sheltered Annuity and Bond Options, 104
 Tuition Remission Program, 104
 University Counseling and Testing Center, 103
Fringe Benefits, Other, 103
Funding and Duration
 Sabbatical Leave, 76
Funeral Leave, 81
Governance, Departmental
 Faculty Participation, 65
Graduate Assistants
 Definition, 3
Graduate Students, Tutelage of
 Tenure, 32
Grants
 University Policy, 124
Grievance
 Affirmative Action, 11
 Layoff and Recall, 73
 of Promotion Decisions, 50
 Tenure, 40
Grievance Procedure, 10, 11, 15, 16, 18, 22, 24, 40, 50, 63, 70, 71, 73, 88, 90
 Adjustment/Settlement, 19
 Affirmative Action, 11
 Arbitration, 19
 Arbitration Fees, 20
 Arbitration Panel, 20
 Basic Provisions, 15
 Basic Provisions, Time Limit, 15
Construction, 15
Definition, 15
 Discipline for Cause, 63
 Dismissal and Discipline for Cause, 20
 Extension of Time Limits, 15
 Flow Chart, 20
Individual Right, 15
 Initiation of Grievance, 16
 With the Vice President, 16
 Within a Unit, 16
 Legal Counsel, 15
 Mediation, 17

- Request for, 17
- Resolution, 17
- Team, 17
- Step One, Grievance, 17
- Step Three -- Arbitration
 - Selection of Arbitrator, 19
- Step Three Arbitration
 - Authority of Arbitrator, 20
 - Availability of Arbitrator, 20
- Step Three, Grievance -- Arbitration, 19
- Step Two -- Type A Grievance, 18
- Step Two -- Type B Grievance, 18
- Step Two -- Type C Grievance, 18
- Step Two, Grievance, 18
- Time Limits and Extensions, 16
- Guidelines**
 - Tenure, 37
- Health Care Benefits and Insurance, 96**
 - COBRA, 97
 - Dental, 98
 - Dependents Defined, 97
 - Duration of Benefit, 100
 - Health Benefit Plans, 96
 - Health Care Services, 98
 - Life Insurance, 99
 - Long-Term Disability, 99
 - Long-Term Disability and Retirement, 99
 - Medicare, 97
 - MPSERS Program, 97
 - Open Enrollment, 97
 - Prescriptions, 98
 - Preventive Care, 98
 - Principles of Care, 97
 - Recreational Facilities, Use of, 98
 - Retirees, 97
 - Sindecuse Plan, 98
 - Spouse and Dependent Survivor, 97
 - Spouse Defined, 97
 - Travel Accident Insurance, 99
 - Vision, 98
 - Wellness and Fitness Program, 99
 - Workers' Compensation, 100
 - Zest for Life Program, 99
- Hearing Conclusion**
 - Progressive Review, Professional Conduct, 60

- Holidays Defined**
 - University Calendar, 106
- Impaired Performance of Duties**
 - Professional Conduct, 56
- Implementation**
 - Promotion, 49
- Indemnification**
 - Chapter Shall, 9
- Information, Location of Personally-Identifiable**
 - Appendix C, 127
- Interdepartmental Transfer**
 - Permanent, 120
 - Process, 120
 - Trial Assignment, 120
- Investigatory Meeting**
 - Convening of, 57
- Irresponsibility in Safety and Security Matters**
 - Professional Conduct, 56
- Judgmental Criteria, 29, 43, 44**
 - Promotion, 42
- Layoff and Recall, 29, 40, 67, 108, 109**
 - Alternatives to, 68
 - Circumstances, 67
 - Continuous Service, 69
 - Definition, 67
 - Faculty Rights, 72
 - Faculty Rights on Notification, 73
 - Grievance, 73
 - Notice of Level of Organization, 70
 - Order of Layoff, 68
 - Preamble, 67
 - Principle of Special Consideration for Placement, 71
 - Prior Service, 69
 - Procedure for Special Consideration for Placement, 71
 - Ratification of Layoff, 68
 - Recall Process, 72
 - Rights of Individuals, 67
 - Special Consideration for Placement, 71
- Leaves of Absence, 77**
 - Annual Leave
 - Accrual, 77
 - Exceptions to Accrual, 77

- Payoff, 77
- Survivor Rights, 77
- Termination Compensation, 77
- Use of, 77
- Compensable Injury, 84
- Court Required Service, 81
- Employee Status, 81
- Family and Medical Leave Act, 78
 - Benefits, 78
 - Eligibility, 78
 - Purpose, 78
 - Return to Position, 78
 - Uses of, 78
- Funeral Leave, 81
- Jury Duty, 81
- Layoffs Affecting Tenure, 30
- Military Leave, 82
- Modified Duties Assignment for
 - Childbearing and Child Care, 84
- Necessity Leave, 85
- Personal Leave, 81
- Political/Public Office, 85
- Pregnancy and Childbirth Leave, 84
- Professional Leave, 81
- Residency in Same Household, 83
- Sick Leave
 - Credit, 82
 - Debits for Colleagues, 84
 - Physician's Statement, 84
 - Without Pay, 81
 - Workers' Compensation, 84
- Legal Authority**
 - Western, 5
- Legal Counsel**
 - Grievance Procedure, 16
- Letter of Added Materials**
 - to Tenure or Promotion File, 12
- Letter of Appointment, 23**
- Letter of Appointment Change, 23**
- Letter of Charge**
 - Progressive Review, Professional Conduct, 59
- Letter of Discipline (Step Two)**
 - Progressive Review, 61
- Letter of Grievance Appeal**
 - Legal Counsel, 16
- Letter of Intent to Retire, 101**
- Letter of Notice**
 - Progressive Review, Professional Conduct, 58
- Letter of Notice of Allegations**
 - Progressive Review, Investigatory Meeting, 57
- Letter of Recall**
 - Layoff and Recall, 71
- Letter of Recommendation**
 - Access, 139
 - for Promotion, 46
- Letter of Recommendations**
 - External Review, Tenure, 33, 45
- Letter of Reprimand (Step Three)**
 - Progressive Review, 61
- Letter of Request for Review**
 - Progressive Review, 62
- Letter of Tenure Offer, 29**
- Letter of Understanding**
 - External Review Process, Promotion and Tenure, 139
 - Nepotism, 25
- Letter of Vacancy**
 - Layoff and Recall, 71
- Letter of Warning (Step One)**
 - Progressive Review, 61
- Licensure and Certification**
 - Tenure, 32
- Life Insurance Programs, 99**
- Limits of Compensation**
 - Compensation Guidelines, 93
- Location of Personally-Identifiable Information**
 - Appendix C, 127
- Lockouts, Strikes, 118**
- Long- Range Planning, 105**
- Long-Term Disability Benefits, 99**
- Maintenance of Unit, 7**
- Management Rights-Western, 5**
- Market Adjustments, 24**
- Master's Thesis Supervision**
 - Tenure, 32
- Media Services, 1**
- Mediation**
 - Grievance Procedure, 17

Request for, 17

Mediation Team
Grievance Procedure, 17

Medical Opinion
Accommodation for Disability, 87

Merit, 25, 55, 96
Assessment of, 41
Mid-Year Retirement, 96
Promotion Basis, 41
Recognition Awards, 95

Mid-Year Retirement
Merit, 96

Military Leave
Leaves of Absence, 82

Misconduct, 58, 59, 61
Charges of, 58

Modification
Department Policy Statements, 66

**Modified Duties Assignment for
Childbearing and Child Care**
Leaves of Absence, 84

Monthly Financial Statement
Copy to Chapter, 6

Necessity Leave
Leaves of Absence, 85

Neglect of Duty
Professional Conduct, 56

Nepotism
Conflict of Interest, 25
Letter of Understanding, 25
Statement of Principle, 24

New Unit Faculty Members
Western to Notify Chapter, 6

No Strike, No Lockout, 118

Noncompliance, 8

Non-Renewal
Continuing Probationary Tenure-Track
Appointments, 39

Non-Unit Faculty
Definition, 3

Notification of
Negative Material in Faculty Record,
13
Allegations, Progressive Review and
Discipline for Cause, 57

Charges, Progressive Review and
Discipline for Cause, 60

Faculty
Promotion, 48
Faculty Rights Re Layoff and Recall, 73
Intent to Release Records, 15
Layoff and Recall, 70
Promotion Eligibility, 46
Promotion Recommendation, 46
Request for Faculty Records, 15
Tenure Award, 39
Tenure Consideration
Tenure, 31

Obligations
Professional Conduct, 55

Observer, Chapter
Present at Board of Trustees Meetings, 7

Office Hours, 56

Office of Institutional Equity, 9

Ombudsman, 1, 13
No Direct Access to Faculty Records, 13

Order of Layoff
Layoff and Recall, 68

Other Fringe Benefits, 103

Outside Employment, 88

Part-Time Faculty
Definition, 4

Payment of Dues or Fees
Chapter, 8

Peer Review
Dismissal, Suspension For Cause, 62

Performance
Development of Criteria for Tenure, 34
Products of
Promotion Application, 49

Permanent Interdepartmental Transfer
Permanent Assignment in New
Department, 121
Process, 120

Personal Leave, 81

Personal Problems, EAP, 120

**Personally-Identifiable Information,
Location of**
Appendix C, 127

Pharmacy
Other Fringe Benefits, 103

Physician's Statement

Sick Leave, 84

Policy and Procedures

Promotion, 40

Sabbatical Leave, 73

Tenure, 29

Policy Review

Department Policy Statement, 66

Departmental Governance, 66

Faculty Participation, 66

Policy Statement

Contract/Grant Faculty Designation, 124

Post-Doctoral Fellows

Ranked Faculty, 3

Preamble

Layoff and Recall, 67

Preamble to Agreement, ii**Preference, 108**

Continuing Education, 110

Defined, 108

Graduate Students, 108

Non-Departmental Course, 110

Non-Unit Faculty, 108

Notification/Posting of Opportunities, 110

Part-Time Instructors, 108

Unit Alternate-Academic-Year Faculty,
108

Unit Fiscal-Year Faculty, 108

Pregnancy and Childbirth Leave

Leaves of Absence, 84

President, University

Affirmative Action Advisory Committee,
10

Approval of University Policy. See

Appendix A, p.129

Dismissal/Suspension for Cause, 61

External Review Process, 139

Faculty Research and Creative Activities

Support Fund Policies, 101

Grievance Arbitration Request, 18

Long-Range Planning Committee

Chapter Membership, 105

Progressive Review and Discipline for
Cause

Review Committee Appointment,

Decision, 62

Promotion Appeal, 49

Study of Economic Compensation for
Continuing Education, 94

Suspension of University Operations, 3

Tenure, Faculty Appeal, 49

Tenure, President's Recommendations, 40

Prior Service

Credit For, 23, 29

Private Work

Conditions of Approval, 89

Pro Rata Salary

Compensation Guidelines, 92

Probationary Period

Tenure Track, 30

Termination, 40

Probationary Tenure-Track**Appointments**

Non-Renewal of Continuing Probationary

Tenure-Track Appointments, 39

Professional Competence

Promotion Criteria, 42

Tenure, 31

Professional Conduct, 55

Academic Freedom, 55

Ethics, 55

Faculty as Private Citizens, 55

Impaired Performance of Duties, 56

Letter of Charge, 59

Neglect of Duty, 56

Obligations, 55

Professional Ethics, 55

Progressive Review and Discipline for
Cause, 56

Promotion Criteria, 43

Relationship Between Professor and
Student, 55

Responsibilities, 55

Rights, 55

Rules of Conduct, 56

Safety and Security Matters, 56

Tenure, 32

Violation of Rules of Conduct, 56

Professional Recognition

Promotion Criteria, 43

Tenure, 32

Professional Service

- Promotion Criteria, 43
- Tenure, 32
- Professional Work**
 - Additional Employment, 88
- Program Change**
 - Copy to Chapter, 6
 - Recommendations to Board of Trustees, 6
- Progressive Review, 11**
- Progressive Review and Discipline for Cause, 11, 18, 20, 56**
 - Conclusion of Investigatory Meeting, 57
 - Conduct of Disciplinary Hearing, 59
 - Conduct of Investigatory Meeting, 57
 - Convening of Investigatory Meeting, 57
 - Disciplinary Hearing, 59
 - Conclusion of, 60
 - Evidence, Handling of, 60
 - Discipline Procedure, 63
 - Dismissal/Suspension, 61
 - Letter of Charge, 59
 - Letter of Notice, 58
 - Peer Review, 62
- Promotion, 41**
 - and Tenure, External Review Process
 - Appendix E, 139
 - Appeals, 48
 - Applications, 41
 - Assessment of Merit, 41
 - Collateral Documentation File, 49
 - College Promotion Committee (CPC), 47
 - Dean's Recommendation
 - Reversal, 49
 - Denial, 49
 - Eligibility, 41, 42
 - Faculty Records, 46, 47
 - Grievance, 49
 - Implementation, 49
 - Increments Table
 - Economic Compensation, 95
 - Judgmental Criteria, 42
 - Application of, 44
 - Interpretation of, 43
 - Professional Competence, 42
 - Professional Conduct, 43
 - Professional Recognition, 43
 - Professional Service, 43
 - Review of, 44
 - External Review Process, 44
 - Merit, Based on, 41
 - Notification to Faculty, 48
 - Period in a Particular Rank, 41
 - Policy and Procedures, 40
 - Products of Performance, 49
 - Provost's Guidelines, 49
 - Provost's Recommendation
 - Reversal, 49
 - Qualifying Criteria, 41
 - Department Policy Statement, 41
 - Departmental Governance, 41
 - Department Policy Statement, Educational Attainment Criteria, 41
 - Educational Attainments, 41
 - Alternate Criteria, 41
 - Doctorate, 41
 - Exceptions, 42
 - Length of Service in Rank, 41
 - Rank, Administrators Holding, 41
 - Recommendations, 45
 - Faculty Right and Responsibility, 45
 - Notification of Eligibility, 45
 - Notification of Recommendation, 45
 - Relationship Between Tenure and Promotion, 49
 - Statement of Principle, 40
 - Timetable, 47
 - Provost**
 - ADA Review Committee, 86
 - Additional Employment, 89
 - Affiliate Faculty Approvals, 2
 - Board Tenure Denial, 40
 - Coordinator, Center for Teaching and Learning, 107
 - Faculty Record Location, 12
 - Faculty Records, 127
 - Guidelines for Tenure Review, 37
 - Layoff and Recall Procedures, 71
 - Mediation Teams, 17
 - Modified Duties Assignment, 85
 - Professional Conduct Interpretation, 54
 - Progressive Review and Discipline for Cause, 62
 - Promotion Guidelines, 50

- Promotion Reversal, 49
- Promotion, Educational Attainment, 41
- Promotion, Appeal, 49
- Recall Process, 72
- Retirement, Load Reduction, 102
- Sabbatical Duration Alternatives, 76
- Sabbatical Leave Approval, 74
- Sabbatical Leave Committee, 75
- Step One Grievance, 17
- Tenure Prior Experience Approval, 29
- Tenure Review Process, 37
- Tenure, Award, Denial, Appeal, 36
- Tenure, Leaves of Absence, Layoff, 30
- Tenure, Probationary Period, 30
- Term Appointment Separation Date, 4
- Termination of Appointments, 40
- Qualifying Criteria**, 29
 - Promotion, 41
 - Tenure, 29
- Qualifying Requirements**, 30
- Rank**
 - Adjunct Faculty, 2
 - Administrators and Promotion, 41
 - Affiliate Faculty, 2
 - Assistant Professors, 3
 - Associate Professors, 3
 - Bargaining Unit Representative, 1
 - Board of Trustees Prerogatives, 40
 - Contract/Grant Professors, 3
 - Faculty, 1
 - Faculty Defined, 3, 4
 - Faculty Responsibility, Promotion
 - Recommendations, 46
 - Interdepartmental Transfer
 - Permanent Assignment, 122
 - Trial Assignment, 120
 - Layoff and Recall, Special Consideration, 72
 - Leaves of Absence, 81
 - Length of Service in, 42
 - Merit and Period in a Rank, 41
 - Order of Layoff, 69
 - Post Doctoral Fellows, 3
 - Professional Conduct, 55
 - Professional Leave, 81
 - Promotion, 41
 - Promotion Increments, 96
 - Promotion, Professional Service Achieved in, 42
 - Recall Rights, 73
 - Relationship Between Tenure and Promotion, 40
 - Tenure, Qualifying Requirements, 30
 - Tenure-Track Appointment, 4
 - Ranked Faculty**, 3, 4
 - Ratification of**
 - Department Policy Statements, 66
 - Ratification of Layoff**
 - Board of Trustees, 68
 - Layoff and Recall, 68
 - Ratification of Layoff Implementation**, 68
 - Reappointment of Faculty**, 22
 - Reasonable Accommodation**, 86
 - Recall Process**
 - Layoff and Recall, 72
 - Reclassification**
 - Bargaining Unit Member, 1
 - Recognition of Chapter**, 1
 - Recreational Facilities**
 - Use of, 98
 - Relationship Between Professor and Student**
 - Professional Conduct, 55
 - Relationship Between Tenure and Promotion**, 49
 - Release**
 - of External Letter of Reference, 139
 - of Faculty Records, 14
 - Replacement Fund**
 - Sabbatical Leave, 77
 - Report of Activities**
 - Sabbatical Leaves, 74
 - Representatives**
 - Chapter , University Committees, 5
 - Request for Accommodation**
 - Accommodation for Disability, 87
 - Research**
 - Salary Adjustments
 - Compensation Guidelines, 92
 - Research and Creative Activities Support Fund**, 100
 - Residency in Same Household**

- Leaves of Absence, 83
- Resolution of Complaints**
 - Affirmative Action, 10
- Resolution of Investigatory Meeting**
 - Professional Conduct, 57
 - Progressive Review, 57
- Responsibilities**
 - College Promotion Committees, 47
 - Professional Conduct, 55
 - Rules of Conduct, 56
- Retirement, 101**
 - Board of Trustees Acceptance, 101
 - Contributions, 95
 - Eligibility, 101
 - Fringe Benefits, 101
 - Load Reduction, 102
 - Long-Term Disability, 99
 - Merit Earned, 96
 - Notice to Western, 101
- Retirement Contribution**
 - Economic Compensation
 - TIAA/CREF, 95
- Review Board**
 - Grievance, 18
- Review Procedure**
 - Accommodation for Disability, 86
- Review Process**
 - Promotion, 44
 - Tenure, 35
- Rights**
 - & Responsibility
 - Faculty Promotion, 45
 - Chapter, 5**
 - Chapter to Consult Re Health Care Providers, 99
 - Chapter to Negotiate University Calendar Dates, 105
 - Discoveries, Patents and Copyrights, 118
 - Faculty Member's Right to Grievance, 15
 - Faculty Records, 13
 - Faculty, on Layoff and Recall, 72
 - Grievance Procedure, 15**
 - Layoff and Recall, 67
 - of Chapter to Data, 5**
 - Private Work, 90
 - Professional Conduct, 55
 - Right to Know Act, Appendix B, 125
 - Waiver Clause for Agreement, 119
 - Western Management, 5**
- Royalties**
 - Discoveries, Patents and Copyrights, 117
- Rules of Conduct**
 - Professional Conduct, 56
- Sabbatical Leave, 73**
- Safety and Security Matters**
 - Professional Conduct, 56
- Salary Adjustments**
 - Compensation Guidelines, 92
 - Economic Compensation
 - Three-Year Table, 94
- Salary Minima**
 - Economic Compensation Table, 94
- Same Household Residency**
 - Leaves of Absence, 83
- Security Matters**
 - Professional Conduct, 56
- Selection Process**
 - Sabbatical Leave, 73
- Semester, 130**
 - Definition, 4
- Session, 130**
 - Definition, 4
- Sexual Harassment, 11**
- Sick Leave**
 - Accrued, 82
 - Compensable Injury (Workers' Comp.), 84
 - Coverage of Absences, 83
 - Credit, 82
 - Debits for Colleagues, 84
 - Family and Medical Leave Act, 78
 - Immediate Family Illness, 83
 - Maximum Accumulation, 83
 - Modified Duties, 85
 - Physician's Statement, 84
 - Policy, 82
 - Pregnancy and Childbirth, 84
 - Residency in Same Household, 83
 - Use of, 83
- Snow**
 - University Closure, 3
- Sole Bargaining Representative, 1**

Special Consideration, Layoff and Recall

Definition, 71

Statement of Agreement, i**Statement of Principle**

Faculty Participation in Departmental Governance, 65

Faculty Senate, 67

Nepotism, 24

Promotion, 40

Tenure, 29

Statement of Purpose

Agreement, i

Center for Teaching and Learning, 107

Employee Assistance Program, 120

Family Medical Leave Act, 78

Status of Unit Personnel

Western to Notify Chapter of All Changes, 6

Stopping the Tenure Clock

Tenure, 30

Strikes, Lockouts, 118**Student Recreation Center**

Membership, 99

Substance Abuse

Employee Assistance Program, 119

Suspension/Dismissal For Cause

Progressive Review, 61

Suspensions, Non-Compliance, 9**Tax -Sheltered Annuity**

Fringe Benefits, 104

Teaching Competence

Tenure, 31

Teaching Excellence Award, 95**Temporary**

Appointments, Layoff and Recall, 68

Appointments, Leaves of Absence, 68

Replacement of Personnel--Contractual, 89

Salary Adjustments, 24

Tour of Duty with Military Service, 82

Tenure

Academic Performance, 34

Academic Potential, 34

Academic Tenure, 29

Appeals, 37

Appointments, 23

Award, 29

Statement of Principle, 29

Board of Trustees Prerogatives, 40

Chairperson's Review, 36

Dean's Review, 36

Decisions and Notification, 39

Definition, 29

Denial by the Board of Trustees, 40

Department Policy Statement, 34

Departmental Review, 35

Eligibility, 29

External Review Process, 32, 44

Grievance, 40

Guidelines, 37

Non-Renewal of Continuing Probationary

Tenure-Track Appointments, 39

Notification of Award, 39

Notification of Tenure Consideration, 31

Other Professional Duties, Competence in, 32

Performance Criteria, 31

Clinical and Practicum Work, 32

Departmental Stipulations, 34

Development of, 34

Doctoral Dissertations, 32

Graduate Student Tutelage, 32

Licensure and Certification, 32

Master's Thesis Supervision, 32

Professional Competence, 31

Professional Conduct, 32

Professional Recognition, 32

Responsibility of the Faculty Member, 31

Teaching Competence, 31

Unaffiliated Academic Units, 35

Policy and Procedures, 29

Prior Service Credit, 30

Probationary Period, 30

Leaves of Absence and Layoffs, 30

Provost's Review, 37

Qualifying Requirements, 29

Exceptions and Modifications

Stopping the Tenure Clock, 30

Relationship Between Tenure Award and

Promotion Award, 40

Review Process, 35

Stipulations, 31
 Stopping the Tenure Clock, 30
 Termination of Continuing Probationary
 Tenure-Track Appointments, 40
 Timetable for Tenure Consideration, 37
 University Standards and Application of,
 34
**Tenure and Promotion, External Review
 Process**
 Appendix E, 139
Tenure Denial
 Board of Trustees, 40
Tenure Review Process, 35
Tenure-Track Appointment
 Definition, 4
Term Appointments, 4, 23
 Definition, 4
Termination for Disability
 Accommodation for Disability, 87
**Termination of Continuing Probationary
 Tenure-Track Appointments**
 Tenure, 40
Testimony
 Disciplinary Hearing, 61
Textbooks
 Faculty Authors, 117
TIAA/CREF
 Economic Compensation
 Retirement, 95
Timetable
 Promotion, 47
 Tenure Consideration, 37
Travel Accident Insurance, 99
Travel Support
 Funeral Leave, 81
 Sabbatical Leaves, 74
Tuition Remission Program, 104
Types of Appointments
 Alternate Terms, 24
U.S. Savings Bonds
 Fringe Benefits, 104
Unaffiliated Academic Units
 Tenure, 35
Unit Constituency
 Definition, 4
Unit Faculty
 Definition, 4
University
 Contractual Service, 89
 Definition, 4
 see also Western, 4
University Calendar, 4, 105, 106, 123
 Academic Year, 106
 Final Examination Requirement, 106
 Fiscal Year, 106
 Holidays Defined, 106
 Work Outside Calendar, 106
University Contractual Service
 Additional Employment, 88
**University Counseling and Testing
 Center**, 1, 4, 16, 32, 43, 108, 128
University Policy
 Appendix A, 124
 Contract/Grant Professorships, 124
University Research
 Patents and Copyrights, 117
University Sabbatical Leave Committee,
 75
**University Standards for Tenure
 Assessment**, 34
University-Recognized Holidays
 Definition, 4
Unprofessional Conduct
 Professional Conduct, 56
Vice President, Business and Finance
 Annual Leave Accrual Exceptions, 77
 Use of University Name and Logo,
 Permission, 118
Vice President, Institutional Equity
 Affirmative Action, 10
Vice President, Research
 Location of Faculty Records, 128
Vice President, Student Affairs
 Grievance, 16
 Step One Grievance, 16
Violation of Professional Conduct
 Progressive Review and Discipline for
 Cause, 56
Violation of Rules of Conduct
 Professional Conduct, 56
Vision--Health Care, 98
Visiting Professors, 4

Definitions, 4
Waiver Clause, Agreement, 119
Weather Conditions
See Emergency Periods, 3
Wellness and Fitness Program
Zest for Life Program, 99
West Hills Athletic Club
Use of Facilities, 99
Western
Definition, 5
Legal Authority, 5
Management Rights, 5
Review of Policy Statements/Documents,
66
see also University, 5
Timely Consideration to Department
Policy Recommendations, 66
Withdrawals From the Unit
Western to Notify Chapter, 6
Work Assignments
Preference, 108
Work of the Unit
Preference for Continuing Education, 110
Preference for Spring/Summer, 109
Preference for Unit Faculty, 108
Work Outside Calendar, 106
Workers' Compensation
Leaves of Absence, 84
Workers' Compensation Insurance, 100
Zest for Life Program, 99