



Central Michigan University  
and CMU Faculty Association  
2019-2024 Agreement



CMU faculty association

# CMU/CMUFA AGREEMENT 2019-2024

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## **Article 1 DEFINITIONS**

- AGREEMENT:** The term “Agreement” as used herein refers to this collective bargaining agreement document, including Letters of Agreement and Exhibits.
- ASSOCIATION:** In this Agreement, "ASSOCIATION" means the Central Michigan University Faculty Association as referred to in the Michigan Employment Relations Commission (MERC) Certification of Representative, dated May 9, 1977.
- BUSINESS DAY:** A day when the University is operating, excluding Saturdays and Sundays.
- CMU:** In this Agreement, "CMU" means Central Michigan University as referred to in the MERC Certification of Representative, dated May 9, 1977.
- DEAN:** In this Agreement, the term "Dean" refers to academic Deans, unless expressly stated otherwise.
- DEPARTMENT:** In this Agreement, the term "department" refers to academic departments, the School of Accounting, the School of Broadcast and Cinematic Arts, School of Engineering and Technology, the School of Health Sciences, the School of Music, the School of Rehabilitation and Medical Sciences, the Counseling Center, the Libraries, and Intercollegiate Athletics, unless expressly stated otherwise.
- NOTIFICATION:** In this Agreement, unless the terms of any paragraph require written notification or notification in writing, such notification may be sent by email.

## **Article 2 RECOGNITION**

1. CMU recognizes the ASSOCIATION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows:
  - a. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University faculty who hold faculty rank and carry at least one-half load in teaching or research, except as noted in Paragraph 2;
  - b. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairpersons – except head coaches in football and basketball;

- c. All regular, part-time Central Michigan University faculty who hold faculty rank carrying at least a half-time teaching load.
2. The following are excluded: all faculty whose primary appointment is in the College of Medicine, graduate assistants, coordinators, visiting faculty, head coaches in football and basketball, supervisors, confidential employees (as the term is used in labor relations), administrators, Deans, associate Deans, assistant/associate vice presidents, vice presidents, vice provosts, the Provost, and the President.

### **Article 3 RIGHTS OF CMU**

1. CMU has the right to the general supervision of the institution and the control and direction of expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions.
2. Such rights are by way of illustration, but not limitation: determination and supervision of all policies, operations, methods, processes, duties and responsibilities of employees, size and type of academic and nonacademic staff, standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, nonappointment, reassignment, suspension, discipline, discharge or layoff of employees; determination of compensation; establishment, modification or abolition of programs and courses of instruction; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.
3. These rights shall be exercised so as to neither substantially expand responsibilities of bargaining unit members nor to conflict with this Agreement.

### **Article 4 RIGHTS OF THE ASSOCIATION**

1. CMU and the ASSOCIATION agree that every member of the bargaining unit shall have the right to join and support the ASSOCIATION and that no member shall be subject to harassment, intimidation, or interference because of membership in and support of the ASSOCIATION.
2. CMU will not aid, promote, or finance any collective bargaining agent that purports to engage in collective bargaining nor make any agreement with such an agent for the purpose of undermining the ASSOCIATION.
3. CMU will not give special advantage, not available to others of similar status or situation, to any person or

group that has as an expressed purpose the undermining of the ASSOCIATION in its legitimate collective bargaining activities.

4. CMU agrees that conditions of employment shall be maintained at not less than the standards in existence at the time of this Agreement except that such conditions may be changed as required by the express provisions of this Agreement.
5. In the event that an alleged violation of this Article would be considered by MERC to be a proper subject for an Unfair Labor Practice (ULP) charge, the ASSOCIATION has an election of a choice of remedies either to grieve or to file a ULP; but, it agrees it cannot do both simultaneously.

## **Article 5**

### **UNION SECURITY**

1. Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this Article, each bargaining unit member covered by this Agreement has the choice of whether or not to become an ASSOCIATION member. Financial support of the ASSOCIATION is not a condition of employment. For those who are ASSOCIATION members and wish to pay dues via payroll deduction, the terms of this Article shall apply.
2. List of Members for Payroll Deduction. The following lists are required to process appropriate payroll deductions as to bargaining unit members for whom CMU has current authorization forms for those deductions:
  - a. CMU will maintain a master list of bargaining unit members, updated monthly, that it will provide to the ASSOCIATION. This master list will include the following:
    1. Each new and continuing bargaining unit member's base salary for the academic year just concluded, or the salary listed in the letter of appointment for new bargaining unit members, and
    2. Information relating to changes in a bargaining unit member's status including termination, removal from the bargaining unit for any reason, and an estimated time on their return to the bargaining unit if available.
  - b. The ASSOCIATION will furnish CMU with a list certified by the ASSOCIATION as to its accuracy and validity of continuing ASSOCIATION members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than September 10 of each year.
  - c. The ASSOCIATION will furnish CMU with a list certified by the ASSOCIATION as to its accuracy and validity of additional bargaining unit members from whose paychecks the dues shall be deducted and the amounts to be deducted. This list shall be provided no later than October 1 each year.

- d. When individuals come into the bargaining unit at times other than the beginning of the academic year, the ASSOCIATION shall furnish CMU with a list certified by the ASSOCIATION as to its accuracy and validity of their names and the amounts to be deducted by CMU for the collection of dues through payroll deduction. Such names may be submitted after October 1, but must be provided by April 15.
  - e. In order to process dues deductions as described above, CMU must receive from the ASSOCIATION a current dues deduction authorization form, which shall be effective until such authorization is rescinded in writing by the bargaining unit member in accordance with the terms of this Agreement, or until the individual is no longer a bargaining unit member.
3. Payroll Deduction. Subject to the provisions of this Article, CMU will deduct the appropriate amount of dues from the bargaining unit member's wages as certified by the ASSOCIATION in writing. Moneys so deducted will be transmitted to the ASSOCIATION, or its designee, no later than twenty (20) calendar days following each deduction.
- a. For continuing ASSOCIATION members identified by September 10 and for whom current authorization forms have been provided by the ASSOCIATION, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the third (3<sup>rd</sup>) and continuing through the eighteenth (18th) pay period of each academic year.
  - b. For additional ASSOCIATION members identified by October 1 and for whom current authorization forms have been provided by the ASSOCIATION, the deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the fifth (5th) and continuing through the eighteenth (18th) pay period of each academic year.
  - c. For ASSOCIATION members who come into the bargaining unit at times other than the beginning of the academic year, and for whom current authorization forms have been provided by the ASSOCIATION, upon notification from the ASSOCIATION, deductions will be made in equal amounts beginning with the first check for which this is feasible and continuing through the eighteenth (18th) pay period of the academic year.
  - d. Notwithstanding any other provision of this Agreement or any dues deduction authorization form provided by the ASSOCIATION or otherwise, a bargaining unit member may rescind dues deduction authorization by providing CMU's Payroll Office and the ASSOCIATION's Treasurer with at least sixty (60) calendar days' prior written notice. Upon receipt of such notice, CMU will cease making deductions for such member within the following sixty (60) calendar days, but no earlier than (30) calendar days after CMU's receipt of the notice. Nothing in this Agreement, though, controls any bargaining unit member's status as a member of the ASSOCIATION. Should the member wish to reactivate dues deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new form authorizing dues deductions.

4. Refunds. In cases where a deduction is made that duplicates a payment that a bargaining unit member already has made to the ASSOCIATION, or where a deduction is not in conformity with the provisions of the ASSOCIATION Constitution or Bylaws, refunds to the bargaining unit member will be made by the ASSOCIATION.
5. The ASSOCIATION agrees to indemnify and save CMU and any CMU employee harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, CMU shall give timely notice of such action to the ASSOCIATION and shall permit the ASSOCIATION's intervention as a party, if the ASSOCIATION desires. If the ASSOCIATION chooses to intervene, CMU agrees to give full and complete cooperation to the ASSOCIATION and its counsel in securing and giving evidence, in obtaining witnesses, and in making relevant information available at both trial and appellate levels.

## **Article 6**

### **CONFERENCES FOR ASSISTANCE TO BARGAINING UNIT MEMBERS**

1. For purposes of this Article,
  - a. “Dean,” in Paragraphs 2 through 5, shall mean Dean or other senior officer associated with the college;
  - b. “Chairperson” shall mean chairperson/unit director of the member’s department/unit or chairperson of the member’s department/unit committee having jurisdiction over reappointment, tenure, and promotion recommendations.
2.
  - a. In the Libraries, the conferences described below will include the bargaining unit member, the supervisor of the bargaining unit member, and the Dean. Upon notification from the bargaining unit member, the chair of Library Governance will be invited to attend the conference to act in a role comparable to that of an academic department chairperson. If the conference is for assistance to the chair of Library Governance, and that individual so requests, the chair of the Libraries’ Reappointment, Tenure, and Promotion Committee will be invited to attend the conference.
  - b. If the conference is for an academic department chairperson, then a past chairperson of the department, or the chair of the department’s personnel committee, or, in the absence of either of the two, a tenured member of the chairperson’s department will also attend the meeting.

### **Conferences for Non-tenured Bargaining Unit Members**

3. Once each year, the bargaining unit member’s Dean shall have an individual conference with the non-tenured bargaining unit member (excluding bargaining unit members who have received notification of tenure or non-reappointment or who have resigned). The meeting shall be scheduled by the Dean and shall also be attended by the chairperson. The Dean, in scheduling the meeting, shall take into account those



times of the year that are most busy for bargaining unit members and attempt to schedule around those times. The Dean shall provide at least two (2) weeks advance notice of the day/time of the meeting and the parties shall attend unless unavoidable circumstances intervene preventing attendance, in which case the party not able to attend shall offer an alternate day/time that is within one week of the date originally scheduled. Unless there is mutual agreement to the contrary, conferences for ten-month bargaining unit members will be held during the Fall and Spring semesters while classes are in session.

4. The Article 6 meeting is intended to be developmental in nature and to assist the bargaining unit member's progress toward meeting the criteria, standards, and procedures existing at the department, college, and university levels which apply to that bargaining unit member's consideration for reappointment, tenure, or promotion. At least three business days prior to the meeting, the bargaining unit member shall provide to the Dean and department chairperson a current curriculum vitae. At the meeting the Dean will review with the bargaining unit member the criteria and standards for reappointment, tenure, or promotion. The chairperson shall review the existing information in the department records and inform the bargaining unit member to what extent the bargaining unit member is or is not meeting the criteria and standards. In addition, the Dean shall review the existing information in the office of the Dean and inform the bargaining unit member to what extent the bargaining unit member is or is not meeting the criteria and standards established in conformity with this Agreement.
5.
  - a. The Dean shall inquire at the conference whether the bargaining unit member has any questions regarding criteria and standards or application of criteria and standards pertaining to reappointment, tenure, or promotion consideration for that bargaining unit member. Within five (5) calendar weeks of the date of the conference, the Dean shall furnish to the bargaining unit member a written statement of the extent to which the bargaining unit is meeting the criteria and standards, and a summary of questions asked by the bargaining unit member and responses to those questions furnished by the Dean. The written statement also will summarize other matters discussed pertaining to the bargaining unit member's performance with regard to the criteria and standards. In the event the bargaining unit member desires the Dean to reconsider the Dean's written statement, the bargaining unit member must furnish the Dean, within four (4) calendar weeks of the date of receipt of the Dean's written statement, with a statement that presents the bargaining unit member's alternative view and asks for reconsideration by the Dean. The Dean shall not be required to change the original statement.
  - b. Whether or not a change is made or requested, the bargaining unit member may under Article 11, paragraph 14, prepare a statement at any time to be placed in the bargaining unit member's personnel file.

### **Conferences for Tenured Bargaining Unit Members**

6. Once every five (5) years, the bargaining unit member's Dean shall have an individual conference with the tenured bargaining unit member. The meeting shall be scheduled by the Dean and shall also be attended by the chairperson. The Dean, in scheduling the meeting, shall take into account those times of the year that are most busy for bargaining unit members and attempt to schedule around those times. The Dean shall

provide at least two (2) weeks advance notice of the day/time of the meeting and the parties shall attend unless unavoidable circumstances intervene preventing attendance, in which case the party not able to attend shall offer an alternate day/time that is within one week of the date originally scheduled. If during the preceding five-year interval the bargaining unit member has received a positive decision for tenure, promotion, or a professor salary adjustment, that review may serve to fulfill this requirement unless the bargaining unit member or the Dean wishes that a conference be held. The five-year timeframe shall begin anew as of the date of the tenure, promotion, or professor salary adjustment recommendation by the Dean or the date of the individual conference, whichever occurs later in time. Unless there is mutual agreement to the contrary, conferences for ten-month bargaining unit members will be held during the Fall and Spring semesters while classes are in session.

7. In preparation for their conference, and upon the request of the Dean, tenured bargaining unit members will provide a curriculum vitae or written summary of their activities in the areas of scholarly and creative activity, service, and evidence of teaching effectiveness. The parties recognize that in the absence of information which demonstrates evidence of the tenured bargaining unit member's teaching effectiveness, the Dean and the chairperson cannot objectively review the performance and achievements of the tenured bargaining unit member.
8. Unless already under citation for a serious performance deficiency, tenured bargaining unit members will not be asked nor required to provide a self-assessment of their performance and achievements in the areas specified in Paragraph 7 or to provide plans and/or goals for future years, in preparation for the conference.
9. At the meeting, the Dean and chairperson shall:
  - a. Review the performance and achievements of the tenured bargaining unit member; and, if relevant, discuss any serious performance deficiencies which are perceived to exist.
  - b. For those seeking promotion or professor salary adjustment, review with the tenured bargaining unit member the criteria, standards, and procedures existing at the department, college, and university levels which apply to the member's consideration for promotion or professor salary adjustment and inform the member to what extent the bargaining unit member is or is not meeting the standards and criteria established in conformity with this Agreement.
  - c. Offer assistance for the member's continuing professional development.
10. Within eight (8) calendar weeks of the date of the conference, the Dean shall furnish to the bargaining unit member a written statement containing an evaluation of the extent to which the bargaining unit member is maintaining satisfactory performance in teaching, scholarly and creative activity, and service. The written statement also will summarize other matters discussed pertaining to the bargaining unit member's performance including any serious performance deficiencies that are perceived to exist. In the event the bargaining unit member desires the Dean to reconsider the Dean's written statement, the bargaining unit member must furnish the Dean, within four (4) calendar weeks of the date of receipt of the Dean's written

statement, with a statement that presents the bargaining unit member's alternative view and asks for reconsideration by the Dean. The Dean shall not be required to change the original statement.

11. The parties agree that nothing in this Article shall preclude a Dean from scheduling meetings with bargaining unit members or communicating with them in writing concerning their performance at any time. The parties further agree that citations for serious performance deficiencies made at times other than following an Article 6 conference shall be provided to the bargaining unit member in writing and are subject to the response procedures afforded in Article 11.

## **Article 7 INFORMAL MEETING**

Representatives of the ASSOCIATION and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this Agreement. Such informal meetings also shall be held at other times after a request of either CMU or the President of the ASSOCIATION for the purpose of maintaining and improving relationships.

## **Article 8 GRIEVANCE PROCEDURE**

1. CMU and the ASSOCIATION recognize that CMU provides methods for resolving disputes outside this Agreement. However, the procedures contained in this Article are the only procedures available to a bargaining unit member for resolving disputes with respect to the provisions in this Agreement. A matter grieved under the provisions of this Agreement may not be brought under any other procedure available at Central Michigan University, and a matter resolved under another procedure at Central Michigan University may not be grieved under the provisions of this Article.
2. A grievance is a written allegation or written complaint which alleges a violation, misinterpretation, or improper application of the express terms and conditions of this Agreement or of any department procedure developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws). Grievances shall be signed, presented, and processed as set forth below.
3. The person or persons who may bring a grievance are:
  - a. An individual bargaining unit member.
  - b. A group of two (2) or more bargaining unit members alleging the same violation. When a group grievance is brought, the ASSOCIATION will designate one (1) of the grievants to represent the group as a single spokesperson with the understanding that any resolution at Step Two (2): Formal Stage, or beyond, must have the concurrence of the ASSOCIATION.

c. Properly filed grievances by an individual bargaining unit member alleging the same violation(s) as a previously filed ASSOCIATION grievance shall be joined into that grievance.

d. ASSOCIATION.

1. The ASSOCIATION may bring a grievance on behalf of all bargaining unit members as a single grievance where an alleged violation of the Agreement uniformly affects all the members of the bargaining unit, including an alleged known sum certain in damages for each bargaining unit member. The result of the grievance shall be binding on every bargaining unit member.

2. Where the ASSOCIATION brings a grievance on behalf of a group or the union, all other properly filed grievances alleging the same violation(s) shall be joined into that grievance.

3. The ASSOCIATION may bring a grievance where an ASSOCIATION interest is at stake and does not involve money damages that would be paid to individuals in the bargaining unit.

e. CMU.

CMU may bring a grievance against the ASSOCIATION alleging a violation of this Agreement.

f. The parties agree, regardless of whether the grievant is an individual, a group, the ASSOCIATION, or CMU, that neither the parties to the grievance nor the ASSOCIATION or CMU will attempt to influence or resolve matters delegated to the grievance procedure by means that do not involve the ASSOCIATION or Faculty Personnel Services unless the ASSOCIATION and Faculty Personnel Services agree to such process (e.g. mediation).

#### 4. Definitions and General Provisions.

a. "Grievant" means the ASSOCIATION, CMU, group, or individual who initiates a grievance.

b. "Respondent" means the ASSOCIATION, CMU, group, or individual against whom the grievance is brought.

c. For purposes of this Article, except paragraph 5.a., "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes or final exams are scheduled on the campus during Fall and Spring Semesters. Upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions. However, for purposes of grievance filing per the terms of paragraph 5.a., "days" includes consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet, including exam weeks, on campus during Fall, Spring, and Summer sessions.

- d. The "first occurrence of the event giving rise to a grievance" for grievances relating to tenure and promotion means notification to the bargaining unit member of the Provost's decision not to make a positive recommendation to the Board of Trustees. The "first occurrence of the event giving rise to a grievance" for grievances relating to reappointment means notification to the bargaining unit member of the Provost's decision. For purposes of this Paragraph, notification of that decision means personal delivery, email delivery, campus mail delivery, regular mail delivery, next day mail delivery, or certified mail delivery to the bargaining unit member's current personal address, CMU email address, or CMU office address on file. At times when the bargaining unit member is not teaching on campus, notification will be by personal delivery, next day mail delivery, or certified mail delivery to the bargaining unit member's current personal address.
- e. Faculty Personnel Services ("FPS"), or a successor administrative office as designated by the President of the University, is the office designated by CMU to handle grievances for CMU under this Agreement. The grievance shall be delivered to FPS. FPS is responsible for arranging mutually convenient times and locations among all parties for the purposes of Step One (1) and Step Two (2) grievance meetings under this Article.
- f. Upon request of the ASSOCIATION or the bargaining unit member, CMU shall share, in a timely manner, information relevant to the grievance which is disclosable under applicable state and federal laws.
- g. By mutual agreement, the grievance may be submitted to mediation at any step of this procedure. Any agreement reached in mediation shall be reduced to writing, signed by the parties, and shall serve as a binding resolution of the grievance. Failure to reach agreement in mediation shall reactivate the grievance at the same step it occupied prior to mediation.
- h. All time limits set forth in this Article shall be adhered to except when changed by mutual agreement. Failure of the respondent to meet a time limit permits the grievant to refer the matter to the next level by submitting a written notification to the respondent.
- i. The ASSOCIATION and CMU shall attempt to resolve all grievances prior to the ending of any academic year, and will meet during the Spring Semester of each year with a view to resolving current grievances.
- j. Notwithstanding the expiration of the Agreement, any grievance arising hereunder shall be processed through the grievance procedure until resolution, at the election of the grievant.
- k. Steps in the grievance procedure may be waived upon mutual agreement.

## **Filing and Processing a Grievance**

### **Step One (1): Informal Stage**

5. a. Within twenty (20) days of the first occurrence of the event giving rise to a grievance or within twenty (20) days after the person(s) bringing the grievance reasonably should have known of information giving rise to the grievance, the grievant(s) or the ASSOCIATION shall deliver to FPS and the ASSOCIATION a signed grievance prepared either by the grievant(s) or by the ASSOCIATION. However, where the “first occurrence of the event giving rise to the grievance” (see paragraph 4(d) above) shall have occurred after the last day of final exams during Spring semester through July 31, the grievance must be filed not later than the end of the first week of classes of the following fall semester. A grievance may be filed when classes are not in session, and the Step 1 meeting may be scheduled when classes are not in session only if all parties agree. The grievance statement shall set forth:
    1. The specific acts that constitute the basis for the grievance,
    2. The Article(s) of the Agreement alleged to have been violated by the acts,
    3. An explanation that describes the manner in which the acts allegedly violate the identified language of the Agreement,
    4. The remedy requested, and
    5. Whether or not the grievant(s) wishes to have a representative of the ASSOCIATION present at meetings at this Step. If the grievant elects to waive the right to ASSOCIATION representation, it is nevertheless understood that all parties retain their rights under the Public Employment Relations Act (PERA).
  - b. The purpose of including items 1)-4) above in this statement is to provide a basis for FPS’ investigation of the matter. The statement does not preclude either the addition of allegations or the removal of allegations at Step Two (2) of this procedure. Matters not delivered to FPS within the specified time limit are ended.
6. Within ten (10) days of delivery of the written grievance, the grievant shall meet with a representative of FPS, and a representative of the ASSOCIATION if so requested by the grievant, to discuss the grievance. Nothing in this provision shall preclude the parties from resolving the grievance at this stage of the grievance process, as provided under state law (PERA). A grievance that is resolved at the Step One (1): Informal Stage shall not constitute precedent for any future grievance activity. Any efforts or proposals intended to resolve a grievance at the Step One (1): Informal Stage shall not prejudice any position at the Step Two (2): Formal Stage.

7. FPS shall communicate a written response to the grievant and the ASSOCIATION not later than fifteen (15) days after the Step One (1) meeting. However, if the grievant has elected to waive the right to ASSOCIATION representation and there is to be no adjustment, this written response will be conveyed only to the grievant (who may then opt to notify the ASSOCIATION of the result).
8. FPS' response shall provide an explanation for its decisions. The response communicated to the grievant does not constitute precedent. If the response of FPS is not satisfactory, the grievance may be appealed by the grievant(s) in writing to the ASSOCIATION with a copy of the same presented to FPS. A copy must be received by FPS within ten (10) days of its response. If a response of FPS does not grant the grievance and that response is not appealed in writing, the grievance shall be considered withdrawn and not be subject to further review.
9. The ASSOCIATION will review the grievance and, if it wishes to refer it to the Contract Grievance Conference (CGC), shall within ten (10) days after receipt of the appeal notify FPS, in writing, that a CGC shall be convened.
10. When the ASSOCIATION is the grievant, and FPS' response is unsatisfactory, the ASSOCIATION may refer the matter to the CGC by written notification to FPS within twenty (20) days from receipt of FPS' response.

## **Step Two (2): Formal Stage**

11. FPS' receipt of the CGC referral by the ASSOCIATION marks the beginning of the Step Two (2): Formal Stage of the grievance procedure. Within ten (10) days after notification to FPS that a CGC is to be convened, the ASSOCIATION shall prepare and forward to FPS a record which shall reference the initial grievance, any modifications or amendments to it, and FPS' response. The record may also include a rebuttal of FPS' response and other relevant information. Within ten (10) days after receipt of this record by FPS, the CGC shall convene and render its decision following the procedure in Paragraphs 12 and 13 within forty-five (45) days unless otherwise agreed by FPS and the ASSOCIATION in writing.
12. The CGC shall consist of two representatives of CMU and two representatives of the ASSOCIATION. CMU and the ASSOCIATION may each elect to have a third representative attend as a resource person. Additional persons may attend the conference by mutual agreement.
13. The decision of the CGC shall be recorded in writing. If the CGC cannot agree on a resolution of the grievance, it shall identify the issues of disagreement and identify stipulations of fact, if any. This document, signed by the conference members, will be disseminated to the ASSOCIATION and CMU. At this point, the conference shall be considered ended.
14. Within fifteen (15) days of the signing of the CGC decision, or the end of the forty-five (45) day period described in Paragraph 11 of this Article, whichever is sooner, the ASSOCIATION shall notify CMU in writing if it is electing binding arbitration under Article 9 of this Agreement. If no election for

continuation is made, the grievance shall be considered withdrawn and not be subject to further review.

### **Grievances Relating to Reappointment, Tenure, or Promotion Recommendations or Decisions**

15. A bargaining unit member not awarded reappointment, tenure, or promotion may grieve the decision. However, in cases of application for early tenure, only issues of alleged breaches of the applicable process and not issues regarding qualitative merit may be grieved, and then only through Step 2 of this Grievance Procedure (i.e. such matters, other than those covered by Article 21, shall not be arbitrable). The bargaining unit member shall have the burden of proof whenever the reason for denial is the bargaining unit member's failure to meet one or more of the criteria and standards as provided in Article 14 (Reappointment, Tenure, and Promotion Policies). CMU shall have the burden of proof whenever the denial is for any other reason.
16. In order to bring a grievance with respect to promotion, the bargaining unit member must first have asked for a review of any negative recommendation at every level beyond which it was made, up to and including the Provost. (See Article 14)
17. Complaints or charges of illegal discrimination in connection with reappointment, tenure, or promotion decisions may be brought under this Article, but if they are brought under this Article, that process shall be the sole and exclusive remedy via CMU for such a claim.
18. Binding Arbitration. If a grievance concerning the denial of reappointment, tenure (other than early tenure except as specified in paragraph 15), or promotion remains unresolved at Step Two (2), the grievance may be referred by the ASSOCIATION to binding arbitration under the provisions of Article 9. The arbitrator's award in such case may include the grant of reappointment, tenure, or promotion to the bargaining unit member.

### **Expedited Grievance Procedure**

19. A tenured bargaining unit member who receives notice of termination from employment, or a non-tenured bargaining unit member terminated from employment for the duration of the bargaining unit member's contract, may elect to grieve under the Expedited Grievance Procedure outlined below. In all other grievances, this procedure may be requested by either party and utilized by mutual agreement.
  - a. The grievant or ASSOCIATION shall initiate the grievance by a signed statement in compliance with Paragraph 5 of this Article. In addition, the statement shall include notice that the grievant is electing or requesting the expedited procedure.
  - b. FPS shall schedule a pre-arbitration conference with the grievant and an ASSOCIATION representative within five (5) days after receipt of the grievant's signed statement. The parties shall meet to select an arbitrator.



- c. Time limits may be extended by mutual agreement.
- d. The decision of the arbitrator shall be final and binding on both parties.
- e. The fees and expenses shall be shared equally by both parties.

### **How CMU May Bring a Grievance**

- 22. Within ten (10) days of the first occurrence of the event giving rise to a grievance, or within ten (10) days of the time when CMU reasonably should have known of such occurrence, CMU shall deliver in writing a signed statement setting forth the information described in Paragraph 5.a.1-4. of this Article. The statement is to be delivered to the ASSOCIATION by registered mail, return receipt requested. Matters not delivered within the specified time limit are ended.
- 23. Within fifteen (15) days after notification to the ASSOCIATION, two (2) representatives of the ASSOCIATION will meet with two (2) representatives of CMU to discuss the grievance.
- 24. The ASSOCIATION shall communicate a written response to FPS not later than ten (10) days after the meeting at which the grievance is discussed. If a response of the ASSOCIATION does not grant the grievance and that response is not appealed in writing, the grievance shall be considered withdrawn and not be subject to further review.
- 25. If the response of the ASSOCIATION is not satisfactory, CMU may appeal the matter within ten (10) days after the response of the ASSOCIATION by referring it to the CGC. FPS will perform the duties that would be performed by the President of the ASSOCIATION had a bargaining unit member brought the grievance, and the election to proceed to arbitration shall be made by CMU rather than the ASSOCIATION under Paragraphs 13 and 14 of this Article.

### **Article 9 ARBITRATION**

- 1. By September 30 of each year, CMU and the ASSOCIATION shall agree on a panel of twelve (12) arbitrators for the current academic year.
  - a. CMU and the ASSOCIATION shall each submit a list of twelve (12) arbitrators for inclusion on the panel.
  - b. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the submitted lists, followed by the other party. Alternating, each party shall strike a name from the submitted lists until twelve (12) names remain.

2. For purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes or final exams are scheduled on the campus during Fall and Spring Semesters. Upon mutual agreement of CMU and the ASSOCIATION, "days" may also include consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on campus during Summer Sessions.
3. Within five (5) days of the referral of a matter to arbitration, CMU and the ASSOCIATION shall meet and select an arbitrator from the panel of arbitrators selected for the current academic year. On a rotation basis determined by lot, first CMU or the ASSOCIATION shall strike a name from the arbitration panel, followed by the other party. The striking of names from the panel shall continue on an alternating basis until one (1) arbitrator remains. CMU and the ASSOCIATION shall jointly contact the arbitrator selected to arbitrate the matter.
4. The ASSOCIATION or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The pre-arbitration conference shall be scheduled within ten (10) days from the receipt of the request for such conference.
5. The fees and approved expenses of the arbitrator shall be shared equally by CMU and the ASSOCIATION. The party that cancels or postpones an arbitration hearing within fourteen (14) calendar days of the hearing date will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.
6. Matters under this Article shall consist only of disputes about alleged violations of this Agreement, of department procedures developed under Article 10 (Department Procedures, Criteria, Standards, and Bylaws), or of matters under Paragraph 18 of Article 8 (Grievance Procedure). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator exercise any responsibility or function of CMU or the ASSOCIATION, except as provided for under the provisions of this Agreement; nor shall the arbitrator turn to laws or regulations outside of this Agreement as a basis for decision except that the arbitrator may take note of the legal status and power of the parties of this Agreement.
7. The Voluntary Labor Arbitration Rules of the American Arbitration Association in combination with the terms of this Agreement shall apply to arbitration matters between the parties.
8. The decision of the arbitrator shall be final and binding on the parties.

**Article 10**  
**DEPARTMENT PROCEDURES, CRITERIA, STANDARDS, AND BYLAWS**

1. a. The department procedures, criteria, standards, and bylaws of each department shall remain in effect, except when changes are made in compliance with the provisions of this Article. It is expected that recommended revisions to department procedures, criteria, standards, and bylaws, when initiated by the department or suggested by the administration, be accompanied by appropriate written justification. The criteria and standards should provide specific guidance to bargaining unit members, departments, the colleges, and the University regarding reappointment, tenure, and promotion requirements.
- b. If a bargaining unit member's membership in a department and/or unit has changed because of a reorganization, the provisions relating to the procedures, criteria, and standards applicable to that member's application for reappointment, tenure, promotion, and professor salary adjustment are specified in Article 19. The provisions specified in Article 19 are applicable provided the bargaining unit member held a tenure-track appointment at CMU during the academic year of the reorganization.
- c. Standards for all departments except Intercollegiate Athletics shall require demonstrated achievement for at least each of the contractual criteria: teaching, scholarly and creative activity, and university service. Standards for Intercollegiate Athletics shall require demonstrated achievement for at least each of the three (3) contractual criteria: coaching effectiveness, professional growth, and university service.
- d. Until such time as a department establishes standards requiring demonstrated achievement for at least each of the contractual criteria and/or in instances where an applicant for reappointment, tenure, or promotion does not provide evidence of achievement for at least each of the contractual criteria, the bases for judgment for evaluation will be demonstrated achievements as specified in Paragraph 5 of Article 14 (Reappointment, Tenure, and Promotion Policies).
2. The bargaining unit members of each department shall, by majority vote:
  - a. Establish procedures for participation in formulating the department's criteria and standards which in turn must be determined by a majority of the voting members of the department;
  - b. Establish procedures for participation in determining the department's recommendations in the areas of reappointment, tenure, and promotion; and
  - c. Establish procedures for participation in determining the department's bylaws.
3. The voting members of each department shall, by majority vote, establish bylaws for the internal governance of the department. The bylaws may address topics such as sabbatical leave recommendations, allocation of department funds over which the department has discretion, and department assignment of

department professional responsibilities.

4. For the purposes of this Article, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters, including final exam weeks.

### **Procedures for New Departments**

5. When questions arise as to whether a new department has been created, CMU and the ASSOCIATION will meet to discuss the matter and decide whether it is necessary for the department to establish new departmental procedures, criteria, standards, and bylaws.
6. The department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be subject to the approval of the administration in conformance with the provisions of this Article. Approved procedures, criteria, standards, and bylaws are available on the Faculty Personnel Services website. The ASSOCIATION will be notified of approved changes within thirty (30) days of their approval.
7. Departmental Submission and Administration's Review
  - a. Within seventy-five (75) days of the formal establishment of a department, the new department shall submit its proposed procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws simultaneously to the Dean and Faculty Personnel Services.
  - b. Within seventy-five (75) days of receiving the proposal, the administration shall approve or disapprove it.
    1. If the administration approves the proposal (or portions thereof), it (or the portions approved) shall take immediate effect.
    2. If the administration disapproves the proposal, a written statement shall be provided stating the reasons the proposal, or portions thereof, was unacceptable and the proposal shall be returned to the department.
  - c. Within thirty (30) days of receiving the disapproval of the proposal, the department shall respond to the disapproval with a resubmission simultaneously to the Dean and to Faculty Personnel Services, which includes the department's explanation of its resubmission.
  - d. Within thirty (30) days of receiving the resubmission, the administration shall approve or disapprove it.
    1. If the administration approves the resubmission, it (or the portions approved) shall take immediate effect.

2. If the administration disapproves the resubmission, a written statement shall be provided stating the reasons the resubmission, or portions thereof, was unacceptable and the resubmission shall be returned to the department. Except as the department has added new issues, the reasons offered by the administration for disapproving the resubmission shall be limited to the issues it cited during the first round of administrative review.
- e. Within thirty (30) days of receiving the administration's disapproval of the resubmission, the department shall respond to the administration's comments with a second resubmission simultaneously to the Dean and to Faculty Personnel Services, which includes the department's explanation of its resubmission.
- f. Should the department need additional time to complete its resubmission, it will notify the Dean and Faculty Personnel Services, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall resubmission by the department take more than forty (40) days from receipt of the disapproval, unless the parties mutually agree to an extension.
- g. Should the administration need additional time to complete its review of the proposal (or resubmission), it will notify the department, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall the administration's review of the proposal (or resubmission) take more than forty (40) days from receipt of the proposal (or resubmission), unless the parties mutually agree to an extension.
- h. Nothing shall prevent the parties from agreeing to timelines other than those contained herein, for any particular submittal or review.
- i. Within twenty-five (25) days of receiving the second resubmission, the administration shall either approve it or disapprove it. If either party so chooses, the matter may be referred to Letter of Agreement #7.
8. During the seventy-five (75) days immediately following the formal establishment of a new department, the Dean of the college in which the department is located will initiate and implement all decisions for the department. After these seventy-five (75) days and after the department has submitted its procedures, criteria, standards, and bylaws (per Paragraph 7.a of this Article), the Dean will consult with and consider input from the department prior to implementing any decisions until such time as the procedures, criteria, standards, and bylaws are approved by the administration.

### **Changes in Procedures for Existing Departments**

9. Proposed changes to department procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws shall be submitted on an appropriate change form and approved by the administration in conformance with the provisions of this Article.

## 10. Departmental Submission and Administration Review

- a. Departments shall submit proposed changes to the procedures (excluding those which define the voting members of a department), criteria, standards, and bylaws simultaneously to the Dean and to Faculty Personnel Services using the appropriate forms. Faculty Personnel Services will establish tracking procedures to ensure compliance with the following timelines. Within forty-five (45) days of receiving the proposed changes, the administration shall approve or disapprove them.
    1. If the administration approves the proposed changes, they will take effect as described below.
    2. If the administration disapproves the proposed changes, it shall state in writing the reasons the proposed changes were unacceptable and return them to the department.
      - b. Within thirty (30) days of receiving the administration's disapproval of proposed changes, the department shall respond to the administration's comments with a resubmission simultaneously to the Dean and to Faculty Personnel Services, giving an explanation of its response.
      - c. Within thirty (30) days of receiving a resubmission, the administration shall approve or disapprove it.
        1. If the administration approves the proposed changes, they will take effect as described below.
        2. If the administration disapproves a resubmission, it shall state in writing the reasons the proposed changes were unacceptable and return them to the department. Except as the department has added new issues, the reasons offered by the administration for disapproving the resubmission shall be limited to the issues it cited during the first round of administrative review. The department shall continue to submit resubmissions as described in Paragraphs 10.b. and 10.c. of this Article. However, it is recognized that the extent of the department's obligation to continue to submit resubmissions is described in Letter of Agreement #7.
  - d. Should either the administration or the department need additional time to complete the review specified in Paragraphs 10.a. through 10.c., it shall provide notice, in writing, what additional time is needed and the reasons the additional time is needed. In no case shall the additional time exceed thirty-five (35) days from the receipt of the proposed changes, unless the parties mutually agree to an extension.
11. The department's existing procedures, criteria, standards, and bylaws will remain in effect until the recommended changes, additions, or deletions receive the approval of the administration.
  12. a. Changes, except in the areas of reappointment, tenure, and promotion, shall take effect upon the

approval of the administration.

- b. Approved changes concerning reappointment, tenure, and promotion shall take effect the next July 1 and will apply as follows:
  1. Reappointment and Tenure. Two (2) years after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the two (2) year time period. If the bargaining unit member does not expressly elect this option, the bargaining unit member will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in reappointment or tenure standards approved in 2019-20 take effect July 1, 2020 and shall be applied to reappointment or tenure applications in 2022-23 (unless a bargaining unit member elects to be reviewed under the new standards in 2020-21 or 2021-22).
  2. Promotion. One (1) year after the effective date of the approved changes, except that a bargaining unit member may choose to be reviewed under new department standards sooner than the one (1) year time period. If the bargaining unit member does not expressly elect this option, the bargaining unit member will be reviewed under department standards that were effective immediately prior to the approved revision. For example, changes in promotion standards approved in 2019-20 take effect July 1, 2020 and shall be applied to promotion application(s) in 2021-22 (unless a bargaining unit member elects to be reviewed under the new standards in 2020-21).
13. The current approved procedures, criteria, standards, and bylaws are available on the Faculty Personnel Services website. Procedures that have been superseded by revisions are archived on the same website. The ASSOCIATION will be notified of approved changes within thirty (30) days of their approval.

#### **Review of Department Procedures, Criteria, Standards, and Bylaws**

14. a. The procedures, criteria, standards, and bylaws of each department in their entirety shall be reviewed every four (4) years. During this review, conducted by the department, the administration may request a department to consider changes in existing procedures, criteria, standards, and bylaws. This request shall be made by September 15 in the same year of a department's review. At the conclusion of its review, the department shall inform the Dean and Faculty Personnel Services of the results of the review. A full submission of responses and changes suggested by the department shall follow by February 15. After the departmental response, the timelines in Paragraph 10 of this Article will be followed. If there remain issues under discussion for revision after the earlier of March 15 of the next academic year following the commencement of the review process or the completion of two responses (department response and administration response), the "Review Period", the agreed upon changes shall take effect in accordance with paragraph 12 (above) and the parties may proceed to Letter of Agreement #7 on the remaining issues. The referral to Letter of Agreement #7 must be made within twenty-one (21) days from the end of the Review Period, including any agreed upon extension. Any

open issues not nominated by either party for the process described in Letter of Agreement #7 will remain unchanged.

- b. If the administration identifies major concerns (such as changes in standards of accreditation) with a department's existing procedures, criteria, standards, and bylaws at times other than the periodic review, the administration shall schedule a meeting with the department for the purpose of discussing these concerns. If the concerns remain after this meeting, the administration may specify, in writing, its concerns and require the department to propose changes to address these concerns in procedures, criteria, standards, and bylaws, or a portion thereof, for approval using the steps described in Paragraphs 9-13 of this Article.
  - c. Faculty Personnel Services shall establish a record of when the periodic review is required by the department. It shall notify the department and the ASSOCIATION in writing of this date and of any request by the administration to a department to review all or a portion of its procedures, criteria, standards, and bylaws.
15. Procedures for review and resolution of differences that may arise between the department and the administration are described and included in Letter of Agreement #7.

## **Article 11 PERSONNEL FILES**

- 1. An official personnel file for each bargaining unit member shall be maintained in the offices of the Provost, appropriate Dean, and department. Each bargaining unit member, or person authorized in writing by the bargaining unit member, shall have the right to inspect that individual's files. Other material that may be referenced in the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.) which identifies the individual bargaining unit member may be housed in other offices at Central Michigan University. (For a list of some of these offices, see Exhibit A.)
- 2. Any pre-employment material in these files may be removed prior to inspection.
- 3. Bargaining unit members shall have the right to make reasonable additions to these files.
- 4. No anonymous material shall be retained or placed in any bargaining unit member's official personnel files.
- 5. In addition to other material, these files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion.
- 6. Only authorized employees and authorized agents of Central Michigan University shall have access to the official personnel files of any bargaining unit member without consent of that bargaining unit member, except where disclosure of certain records shall be required by law in which case the bargaining unit



member shall receive written notice of the disclosure.

7. If CMU grants permission for a government agency to examine the official personnel files of any bargaining unit member, timely notice will be given to the bargaining unit member and the ASSOCIATION as to which files were examined, the examiner, the agency, the date, and the purpose of the examination.
8. If a bargaining unit member's official personnel files maintained in the offices of the Provost, appropriate Dean, or department is subpoenaed, CMU shall send timely written notice of the subpoena to the bargaining unit member.
9. All written material used by the Dean or Provost in making recommendations concerning reappointment, tenure, and promotion, and disciplinary matters (see Article 15, Discipline and/or Termination) shall be contained in these files at the time of these recommendations.
10. There shall be no confidential material in these official personnel files except for pre-employment materials.
11. A bargaining unit member's official personnel files will contain, for a period of one (1) year after the receipt of a written request from a bargaining unit member delivered to the offices of the Provost and/or appropriate Dean, and/or chairperson, a form upon which will be entered the date of use and the signature of each person using the files.
12. Within ten (10) days of the addition of material to a bargaining unit member's official University, college, or department personnel file, the bargaining unit member shall be sent a copy of that added material if the bargaining unit member was not the originator or addressee, or not specifically copied on the material.
13. Nothing contained in this Article will diminish or waive any rights under the Bullard-Plawecki Employee Right to Know Act, which is incorporated herein by reference.
14. Pursuant to the Bullard-Plawecki Employee Right to Know Act, if the bargaining unit member disagrees with information contained in the bargaining unit member's personnel files, removal or correction of that information may be mutually agreed upon by CMU and the bargaining unit member. If an agreement is not reached, the bargaining unit member may submit a written statement explaining the bargaining unit member's position. The election of the bargaining unit member not to submit such a written statement does not indicate agreement with the information. If a bargaining unit member elects to file a written statement, CMU's failure to respond does not indicate agreement with the bargaining unit member's statement.

## **Article 12**

### **DEPARTMENT CHAIRPERSONS**

1. The position of department chairperson is generally occupied by a new or current bargaining unit member in an academic department based upon the recommendation of the department, and approval of the Dean and Provost. In the absence of an approved departmental recommendation, the Dean may appoint a chairperson for a nonrenewable term of up to three (3) years. Such appointment shall be made in consultation with the department/unit. For purposes of this article, consultation will minimally consist of:
  - a. A meeting between the Dean and no more than three (3) department representatives held within two (2) weeks (unless extended by mutual agreement of the Dean and the department) of the Dean's finding that there was no approved recommendation; and
  - b. A written explanation of the Dean's determination that there was no approved recommendation.
2. A department chairperson may be appointed for a period of one (1) to five (5) years. A chairperson has no right or expectation of reappointment as chairperson following the expiration of the term; however, a chairperson may be reappointed to the position. Normally the term begins August 16.
3. The department chairperson's appointment letter shall include the duties initially assigned by CMU (see "Duties of the Department Chairperson": [https://www.cmich.edu/office\\_provost/AcademicAffairs/Chairs/Pages/duties.aspx](https://www.cmich.edu/office_provost/AcademicAffairs/Chairs/Pages/duties.aspx)), and the expectations of the department for its chairperson that are consistent with those assigned duties. Departmental procedures, criteria, standards, and bylaws pertaining to the expectations of the department for its chairperson shall be consistent with CMU assigned duties. During the academic year, teaching load is adjusted to reflect the level of responsibility and activities in the department.
4. A department chairperson (including an acting chairperson) is assigned and responsible for the performance of administrative duties, some of which occur beyond the academic year. Between the spring and fall semesters, chairpersons shall respond to reasonable requests from Deans for the performance of their professional responsibilities.
5. A department must conduct an annual review of its chairperson. The department will notify the Dean of this review and its results. Such a review will be conducted in accordance with the department's procedures. A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson. The Dean will conduct an annual formative review of the chairperson.
6. A department chairperson may be removed as chairperson by the Dean for nonperformance, or deficient performance, of the professional responsibilities as chairperson.
7. For performance of the department chairperson duties, the department chairperson is paid an annual salary

supplement. The annual salary supplement consists of a base of \$9,000 plus \$50 for every FTE (utilized positions) in the department in excess of twenty (20) at the close of the previous fiscal year. For purposes of this Paragraph, FTE shall include faculty, staff, and graduate assistants.

- a. Beginning in academic year 2020-2021, the annual salary supplement shall consist of \$9,250 plus \$50 for every FTE (utilized positions) in the department in excess of twenty (20), at the close of the previous fiscal year.
  - b. Beginning in academic year 2022-2023, the annual salary supplement shall consist of \$9,500 plus \$50 for every FTE (utilized positions) in the department in excess of twenty (20), at the close of the previous fiscal year.
8. A chairperson shall have an administrative appointment equivalent to teaching two (2) three (3) credit courses during the summer session at a rate of .0278 times the chairperson's ten (10) month base salary for each credit hour. Additional appointments for teaching during the summer session may occur in accordance with department bylaws and with the approval of the Dean. Such additional appointments will be compensated at the summer rate set forth in Article 30 below.
  9. A department chairperson who desires to be released from the chairperson responsibilities for a period of time must have the prior consent of the appropriate Dean. If the Dean consents to the release, then a substitute chairperson should be selected to assume the chairperson's responsibilities during this period of time. Since the duties and responsibilities of chairpersons vary by department and by time of year, when a substitute chairperson is selected, the portion (if any) of the annual salary supplement and/or the summer administrative appointment which that individual will receive needs to be negotiated among that individual, the regular chairperson, and the Dean. The results of this negotiation shall be signed by all three parties and communicated to Faculty Personnel Services.
  10. Procedures at the University for review of departments and department chairpersons are not superseded by this section.

### **Article 13**

#### **LETTER OF APPOINTMENT/CONTRACT**

1. Upon initial appointment each bargaining unit member shall receive from CMU a copy of the Agreement; a statement of the cost of the parking permit and the monthly out-of-pocket costs for the medical/prescription, vision, and dental insurance plans under CMU Choices; and a letter of appointment/contract to include the following:
  - a. The effective date of employment;
  - b. The rank at which employed;

- c. Salary;
  - d. A statement that terms of employment, including standards for reappointment, tenure and promotion, are subject to applicable department, college, and university policies, and this Agreement;
  - e. A statement of tenure status and the extent, if any, of previous time in rank that may be used toward regular tenure consideration;
  - f. A statement of promotion status and the extent, if any, of previous time in rank that may be used toward regular promotion consideration;
  - g. A list of scholarly and creative activity achieved prior to the bargaining unit member's appointment at CMU that may be used for purposes of the bargaining unit member's application for tenure and/or promotion to the next highest rank from that of the rank at the time of appointment.
  - h. The general academic areas in which the bargaining unit member will be initially expected to work as recommended by the department and approved by the Dean; and
  - i. A statement that teaching may be required as part of the bargaining unit member's regular workload in one or more of the instructional formats (i.e., online, hybrid, or face-to-face) offered by CMU.
2. CMU shall ensure that the draft of this letter will be shared with the respective department chairperson(or department representative) for review and comments prior to being sent. CMU will consider department input when finalizing the letter.

#### **Article 14**

#### **REAPPOINTMENT, TENURE, AND PROMOTION POLICIES**

- 1. Central Michigan University is an institution dedicated to excellence in the collective pursuit of knowledge and learning by its faculty and student body. Its reappointment, tenure, and promotion policies are designed to facilitate the identification and reward of faculty excellence.
- 2. CMU will achieve heightened stature when students not only are exposed to excellent teaching but also are guided by faculty to create or discover knowledge by themselves. Faculty should be actively engaged in both teaching and research since both are essential to the process of learning. Reappointment, tenure, and promotion policies should therefore recognize the importance of both teaching and research. Recognition should also be given to faculty who devote time to working and consulting with students in activities related to learning.
- 3. Both parties recognize that the quality of teaching is considered in recommendations and decisions

pertaining to reappointment, tenure, and promotion (See Paragraph 5 of this Article). The standards and types of evidence to be used in demonstrating the quality of teaching shall be specified by departments in their procedures, criteria, standards, and bylaws. Individual bargaining unit members also may forward evidence of their choice if that evidence is not prohibited by departmental procedures, criteria, standards, and bylaws. It is understood that the evidence concerning teaching used in departmental personnel recommendations is subject to the same process of review by the Dean and Provost as is provided for in this Article. Nothing in this Paragraph shall require any recommending or decision-making body at the University to ignore student comment with respect to such matters. Conversely, nothing in this Paragraph shall bind departments to require student evaluations. If student comments are utilized at any level where a recommendation or decision is made, such comments shall be shared with the individual bargaining unit member on a timely basis so as to provide an opportunity for the bargaining unit member to address such comments prior to a decision at each level at which the comments are raised. A failure to provide such comments to bargaining unit members on a timely basis shall be remedied as set forth under Paragraph 30 of this Article.

### **Bases of Judgment for Reappointment, Tenure, and Promotion**

4. The pursuit of knowledge and learning manifests itself in different ways in various fields and disciplines such as sciences, arts, humanities and applied arts. Departmental colleagues are thus best informed and are in the best position to arrive at specific criteria and standards to evaluate a bargaining unit member's work. It is therefore the responsibility of departments to develop and systematize these criteria and standards so that they may serve as guidelines for departmental recommendations regarding reappointment, tenure, and promotion. Criteria refer to the areas of evaluation (e.g., teaching, scholarly and creative activity, and university service). Standards refer to the written performance requirements in each evaluation area developed in compliance with this Agreement (See Article 10, Department Procedures, Criteria, Standards, and Bylaws). After approval by the Provost, the department's written standards form the basis not only for departmental evaluations but also for subsequent evaluations at higher levels.
5. Reappointment, tenure, and promotion decisions result from deliberations and judgments occurring at various levels within the institution and begin with recommendations by departments to the college level where recommendations are made to the University level for decision. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement. Both parties recognize that greater scrutiny may be given to judgments as their relative importance increases.
  - a. The bases for judgment for reappointment and tenure, except for bargaining unit members in Intercollegiate Athletics, are:
    1. Demonstrated achievement in the following areas:
      - a. Teaching,
      - b. Scholarly and creative activity, and

- c. University service, which may be supplemented by professional service or public service related to the bargaining unit member's discipline.
- 2. The promise of a bargaining unit member which includes:
  - a. An evaluation, based upon performance up to the present time, as to the bargaining unit member's potential for professional growth and development; and
  - b. A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.
- 3. The future needs of the University. Should a bargaining unit member (except in Intercollegiate Athletics) not be reappointed or tenured solely due to the future needs of the University, the provisions of Article 18, paragraph 12(c), 12(g), and 12(i) also apply.
- b. The basis for judgment for promotion is the demonstrated achievement of the bargaining unit member in the areas specified in Paragraph 5.a.1) of this Article.
- 6. Bargaining unit members in Intercollegiate Athletics receive individual employment contracts. Employment contract standards for reappointment and promotion may differ from those of most other bargaining unit members, but are limited to the criteria and standards specified in Article 10 (Department Procedures, Criteria, Standards, and Bylaws), this Article, and the department procedures, criteria, standards, and bylaws of Intercollegiate Athletics.
- 7. Employment contract provisions of bargaining unit members in Intercollegiate Athletics will differ, as provided in Paragraphs 14.c. and 18 of this Article, from those of other bargaining unit members regarding conditions that pertain to tenure and notice of non-reappointment. In addition, the contracts may contain terms specifying different compensation provisions.
  - a. The bases for judgment for reappointment for bargaining unit members in Intercollegiate Athletics are:
    - 1. Demonstrated achievement in the following areas:
      - a. Coaching effectiveness,
      - b. Professional growth, and
      - c. University service which may be supplemented by public service related to the bargaining unit member's sport.
- 1. The promise of a bargaining unit member which includes:

- a. An evaluation, based upon performance up to the present time, that the bargaining unit member:
  - i. Leads a team that is competitive in the current Conference of Affiliation,
  - ii. Possesses public relations skills with media, alumni, and university and community groups,
  - iii. Effectively helps student-athletes attain a maximum level of athletic performance,
  - iv. Shows concern for the academic progress of the athletes under the bargaining unit member's direction, and
  - v. Exhibits ethical behavior in keeping with the guidelines of the University, the current Conference of Affiliation, and the NCAA.
- b. A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.

3. The future needs of the University.

4. In addition, assistant coaches who are bargaining unit members in Intercollegiate Athletics may be non-reappointed, as described in Paragraphs 14.c. of this Article, if the head coach of their sport is non-reappointed or terminated.

- b. The basis for judgment for promotion for bargaining unit members in Intercollegiate Athletics is the competence of the bargaining unit member which includes demonstrated achievement in the areas specified in Paragraph 7.a.1 of this Article.

## 8. Conflicts of Interest

- a. A conflict of interest shall exist whenever circumstances would make it impossible to offer a fair or unbiased recommendation, vote, or decision upon a given issue. For example, a conflict of interest may involve a clear prospect of material advantage. A bargaining unit member who has a conflict with regard to an issue may not participate in deliberations or voting on that issue at any level.
- b. CMU and the ASSOCIATION recognize that university employees may be related to one another through current or previous marital, romantic, and/or other familial relationships and that these relationships may cause a conflict of interest. In such instances where these relationships may influence faculty personnel recommendations, those related employees shall excuse themselves from all aspects of the recommendation process. For those times an administrator is involved, the administrator shall pass decision making on to a designee without rendering any judgments or decisions.

### **Reappointment of Non-Tenured Bargaining Unit Members**

9. A new member in the bargaining unit has a right to expect a clear contract and has procedural rights to guard against unfair treatment or violation of the terms of appointment.
10. Generally, an individual must have an earned terminal degree, or equivalent, for appointment to the regular faculty. A bargaining unit member who holds a non-tenured appointment is subject to review and reappointment. Reappointment results from a deliberative process involving departments, colleges, and the Provost. The bargaining unit member is advised in writing early in the appointment of the criteria, standards, and procedures generally employed in decisions affecting reappointment and tenure. At each level, the criteria and standards applied shall be those developed in compliance with this Agreement.
11. The initial appointment of a bargaining unit member may occur at any time during the year; however, bargaining unit members appointed on an academic year contract most often will be appointed effective with the beginning of the fall semester. On occasion an academic year appointment will begin with the spring semester. Bargaining unit members (except those in Intercollegiate Athletics) normally shall receive an initial appointment of two (2) years. Bargaining unit members (except those in Intercollegiate Athletics) initially appointed at any time other than the fall semester shall receive an initial appointment of two and one-half (2½) years. Bargaining unit members in Intercollegiate Athletics are appointed on a fixed term for either a ten (10) month or twelve (12) month period, or portion thereof depending on the time of appointment.
12.
  - a. Applications for reappointment for bargaining unit members (except those in Intercollegiate Athletics) are made only in the fall semester consistent with the calendar contained in paragraph 33 of this Article. The first application for reappointment must be made in the fall semester following a full one year of service. The first reappointment shall be for a two year period. Thereafter, applications for reappointment are made in the fall semester, and appointments as a result shall be for a one year period of time. In this manner the notice of non-reappointment provisions of paragraph 14(a) or 14(b) shall be met if reappointment should be denied.
  - b. Bargaining unit members in Intercollegiate Athletics are evaluated following the completion of their athletic season. They may be issued a new fixed term contract. Notice of non-reappointment shall be consistent with paragraph 14(c) of this Article.
13. In conformance with good academic practice, CMU gives notice of non-reappointment of non-tenured bargaining unit member(s) using the time limits set forth in Paragraph 14. The purpose of the relatively long period of notice is to give the non-tenured bargaining unit member an opportunity to make new professional employment arrangements. If CMU fails to give timely notice, a remedy consistent with the purpose of notice of non-reappointment shall be fashioned. Any reappointment made to remedy late notice of non-reappointment shall not give tenure unless a specific decision by CMU has been reached to grant tenure.



14. Notice of non-reappointment is made as follows:

- a. Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if an initial two (2) year appointment expires during an academic year, at least six (6) months in advance of its expiration.
- b. At least twelve (12) months in advance of the expiration of an appointment, after two (2) or more years of service at Central Michigan University.
- c. For a bargaining unit member hired into Intercollegiate Athletics, at least six (6) months in advance of the expiration of the bargaining unit member's employment contract. Should notice of non-renewal be less than this, the bargaining unit member affected will receive payment in lieu of notice for the remainder of the six (6) months that extend beyond the expiration of the bargaining unit member's employment contract. This payment shall be tendered in equal installments according to the CMU payroll cycle beginning at the expiration of the bargaining unit member's employment contract, and shall be calculated at the salary rate on the end date of the bargaining unit member's employment contract. This payment shall be at the former salary rate only, and exclude benefits. Should the former bargaining unit member secure employment elsewhere prior to the payment of the full installment amount, CMU shall pay an amount equal to the difference between the bargaining unit member's new salary and the bargaining unit member's salary while employed at CMU where the former CMU salary is greater than the new position of employment. CMU shall have no obligation to make any payment upon a former bargaining unit member securing employment where the new salary is greater than the former CMU salary.

15. In the event that CMU gives a bargaining unit member in Intercollegiate Athletics notice of non-reappointment in accordance with the previous paragraph and the provisions regarding notice of non-reappointment in Paragraph 14.c. of this Article, CMU may release the bargaining unit member from active coaching duties. In such cases, CMU:

- a. Shall continue compensation as required by this Agreement and the individual employment contract,
- b. May provide office space and limited secretarial services for the member until the expiration of the individual employment contract, and
- c. May change the member's title to another title, such as Assistant to the Athletic Director, until the expiration of the individual employment contract.

### **Tenure**

16. The grant of tenure to a bargaining unit member is one of the most significant acts of a university. The University commits a portion of its resources for a number of years to the skills and capacity of one individual and offers a career to develop the individual's area of competency. Tenure is one way in which

the freedom to teach and to do research without arbitrary interference is protected. This protection of academic freedom is the fundamental purpose of tenure.

17. Tenure results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. This requires an independent judgment by the department, the Dean, and the Provost. Prior scholarly achievements may only be considered in partial satisfaction of the standards for tenure when they are explicitly detailed in the bargaining unit member's letter of appointment. Prior to consideration for the grant of tenure, non-tenured bargaining unit members are periodically considered for reappointment as described in Paragraphs 12-14 of this Article.
18. Except as provided in this Paragraph, the tenure policy applies to regular full-time faculty. Length of service on the full-time faculty at Central Michigan University shall be cumulative in counting toward consideration for the grant of tenure. This policy does not apply to bargaining unit members in Intercollegiate Athletics or non-bargaining unit members.
19. The rank of original appointment determines when consideration for the grant of tenure to the bargaining unit member will occur:

Assistant Professor: during the eleventh (11<sup>th</sup>) semester of employment  
Associate Professor: during the seventh (7<sup>th</sup>) semester of employment  
Professor: during the fifth (5<sup>th</sup>) semester of employment

Any credit of time to be applied toward these timelines must be noted in the individual's letter of appointment as provided in Article 13.1.e.

20. Circumstances may make it necessary to delay consideration for the grant of tenure. Some examples include, but are not limited to, extended absence or disability due to illness or injury, acute family/personal responsibilities (including child care or the birth or adoption of a child), military service, unforeseen circumstances in the completion of a terminal degree (such as the death of a doctoral advisor), and unexpected delays in scholarly achievement due to circumstances beyond the control of the bargaining unit member. Under such circumstances, the bargaining unit member may submit a written request to delay consideration for the grant of tenure.
  - a. If the request is due to medical, disability, military service or other non-academic related reasons, the request shall be submitted to Faculty Personnel Services. If the request is due to academic reasons, the request shall be submitted to the bargaining unit member's department chairperson. The request must be made in writing, and absent unforeseeable circumstances, at least one (1) full semester prior to the date the tenure application is due to the department.
  - b. Such delays may not exceed two (2) years and are made only when consistent with the needs of the University and the professional development of the bargaining unit member.

- c. Upon receiving the request, Faculty Personnel Services or the department, as applicable, shall provide its recommendation to the applicable Dean, with a copy to the bargaining unit member within fifteen (15) business days. If no action is taken on the request by the end of that period, the bargaining unit member may submit the request to the Dean within the following five (5) business days.
  - d. Upon receiving the request or appeal, as applicable, the Dean shall provide a recommendation to the Provost, with a copy to the bargaining unit member, within ten (10) business days. If no action is taken by the Dean on the request by the end of that period, the bargaining unit member may submit the request to the Provost within the following five (5) business days.
  - e. The Provost may approve or deny the request and shall endeavor to provide a decision within fifteen (15) business days. If the Dean's recommendation is negative, the bargaining unit member may, within five (5) business days of receiving the Dean's recommendation, submit a written rebuttal to the Provost. Upon receipt of the Provost's decision, and where disagreement remains, the bargaining unit member may file a grievance under the provisions of Article 8 of this Agreement.
21. a. Bargaining unit members may apply for consideration for the grant of tenure before the semester mentioned in paragraph 19 above or in their letter of appointment. Such early considerations, however, may not be made before:
- |                      |   |
|----------------------|---|
| Assistant Professor: | the seventh (7 <sup>th</sup> ) semester of employment |
| Associate Professor: | the fifth (5 <sup>th</sup> ) semester of employment   |
| Professor:           | the third (3 <sup>rd</sup> ) semester of employment   |
- b. Bargaining unit members may apply for early tenure. However, the evidence presented in such an application must demonstrate extraordinary achievements. A positive recommendation of an early application for tenure shall be made only if the bargaining unit member's achievements are judged to be extraordinary in all areas specified in paragraphs 5.a.1-2 (above). Such an application may be made only once and a negative recommendation/decision at any level shall not prejudice a later regularly-scheduled application.
  - c. Only issues of alleged breaches of the applicable process and not issues regarding qualitative merit may be grieved, and then only through Step 2 of the Grievance Procedure as outlined in Article 8 (i.e. such matters, other than those covered by Article 21, shall not be arbitrable).
  - d. Upon written notification delivered to Faculty Personnel Services, bargaining unit members may withdraw their applications for early tenure at any stage of consideration prior to the due date specified for the Provost's decision outlined in paragraph 33 below, although bargaining unit members withdrawing applications for early tenure may not apply another time for early tenure consideration.
22. The services of tenured bargaining unit members may be terminated, or tenured bargaining unit members may be dismissed, only for the reasons and under the procedures described in Article 15 (Discipline and/or

Termination).

### **Promotion**

23. Promotion in rank results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. Promotion is not automatic nor based on seniority but rather on a judgment of the extent to which the applicant has met the criteria and standards developed in compliance with this Agreement. Bargaining unit members may withdraw applications for promotion at any time during the process.
24. Generally, a terminal degree is a minimum expectation for appointment or promotion to professorial ranks. Specific expectations may vary among departments and colleges.
25.
  - a. The minimum time normally required in the rank of Assistant Professor before promotion to the rank of Associate Professor is six (6) years. The minimum time normally required in the rank of Associate Professor before promotion to Professor is five (5) years. Any credit of time in rank to be applied towards these timelines should be noted in the individual's letter of appointment as provided in Article 13.1.f.
  - b. A bargaining unit member may apply for a promotion to a higher rank earlier than having satisfied the minimum time in rank. When bargaining unit members elect to apply for early promotion, the evidence presented in such applications must demonstrate that the achievements in all areas specified in paragraph 5.a.1 (above) of this Article have been extraordinary. A positive recommendation of an early application for promotion shall be made only if the bargaining unit member's achievements are judged to be extraordinary in all areas specified in paragraph 5.a.1. (above). In all other respects an early application shall be processed in the same manner as other (regular) promotion applications.
  - c. Unless the department procedures, criteria, standards, and bylaws state otherwise, scholarly achievement accomplished in rank prior to becoming a member of the bargaining unit shall be considered in partial satisfaction of the standards for promotion where a bargaining unit member has submitted this prior scholarly achievement for such consideration at the time of hire. Prior scholarly achievements may only be considered in partial satisfaction of the standards for promotion when they are explicitly detailed in the bargaining unit member's letter of appointment. Such scholarly achievement must meet applicable standards for scholarly and creative activity. A majority of scholarly achievement must be accomplished while a member of the bargaining unit at Central Michigan University.
26. A bargaining unit member who has held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increase in base salary. Professor salary adjustment results from a deliberative process involving departments, colleges, and the Provost, resulting in a decision by the Board of Trustees. Professor salary adjustment is not automatic nor based on seniority, but rather on a judgment of the extent to which the applicant has met the criteria and standards developed in compliance with this

Agreement. Bargaining unit members may withdraw applications for professor salary adjustment at any time during the process. The criteria, standards, and processes by which such an applicant is judged for this award shall be those established in compliance with this Agreement for promotion to Professor. A bargaining unit member may receive such salary adjustment no more frequently than once every four (4) years (See also Article 31). Bargaining unit members applying for professor salary adjustment may only use achievements within the prior ten (10) years or from the bargaining unit member's last positive personnel application, whichever period is less.

27. Solely for the purposes of determining when a bargaining unit member is eligible to apply for promotion to the next rank and for a professor salary adjustment, the following shall apply:
  - a. If the effective date of an initial appointment is between March 16 and October 15, the eligibility will be determined as if the person had been hired at the start of the fall semester (or fiscal year, as applicable).
  - b. If the effective date of an initial appointment is between October 16 and March 15, then eligibility will be determined as if the person had been hired at the start of the spring semester (or January 2, as applicable).

#### **Procedures for Recommendations and Decisions Relating to Reappointment, Tenure, and Promotion**

28. Simultaneous Application for Tenure and Promotion. Bargaining unit members applying for tenure, including early tenure, may apply for promotion at the same time. In their narratives, applicants shall address how and to what extent they have met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement, first for tenure and then for promotion. Departments, Deans and the provost shall make separate recommendations, first on tenure and then on promotion.
29. Processes utilized at all levels and criteria and standards established in compliance with this Agreement shall be circulated to affected bargaining unit members in advance of their use.
30. All evidence not submitted by the bargaining unit member and used in making recommendations concerning reappointment, tenure, or promotion, shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the Dean or designee or Provost is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.
31. Negative Recommendations.

- a. Tenure or Reappointment. Negative tenure or reappointment recommendations of the department or Dean shall be considered in the same manner as positive recommendations at each level up to and including the Provost. If the decision of the Provost is negative, the decision may be grieved as specified in Paragraph 55.
- b. Promotion. If the recommendation of a bargaining unit member's application for promotion is negative at the department or Dean level of review and if the bargaining unit member desires further review, the bargaining unit member must initiate a request for review at the next level as specified in Paragraph 54 of this Article. If the decision is negative at the Provost's level, the decision may be grieved as specified in Paragraph 55.

### **Reappointment, Tenure, and Promotion Calendar**

32. A bargaining unit member applying for promotion does so during the Spring Semester, unless also applying for tenure, including early tenure, with promotion taking effect at the start of the next academic or fiscal year, as appropriate. A bargaining unit member applies for tenure either during the Fall or Spring Semester, with tenure taking effect at the start of the next academic or fiscal year, as appropriate.
33. The calendar for reappointment, tenure, and promotion considerations during the Fall and Spring Semesters shall be as follows:

	<b>Fall Reappointment and Tenure</b>	<b>Spring Tenure<sup>^</sup></b>	<b>Promotion</b>
Individual's application due in department	<b>Sep 20</b>	Jan 15	<b>Jan 15</b>
Department's recommendation due in the Office of the Dean	<b>Oct 20</b>	Feb 15	<b>Feb 15</b>
Dean's recommendation due in the Office of the Provost	<b>Nov 20</b>	Mar 15	<b>Apr 1</b>
Provost's recommendation due in the Office of the President	<b>Dec 15</b>	Apr 5	<b>May 15</b>
<sup>^</sup> The Spring tenure schedule is only used: a) in cases when specified in the initial appointment letter; or b) a bargaining unit member received a leave of absence of a semester or more prior to when the tenure application is otherwise due. Application due dates will be automatically extended only by the number of full semesters the bargaining unit member was on leave. (Extensions may be granted under Article 14, Paragraph 20, above.)			

In cases where an administrative recommendation (Dean or Provost) will not be submitted by the specified

deadline and the bargaining unit member has not invoked appeal mechanisms in 14.47, or 14.50, the Dean or Provost will notify the bargaining unit member in writing that the recommendation is delayed. In cases of non-reappointment, notice will be made in conformance with the requirements in paragraph 14 of this Article.

34. Each bargaining unit member shall be sent notice, in writing, of the tenure or promotion decision not later than three (3) business days following the Board of Trustees meeting at which the recommendation on the bargaining unit member's tenure or promotion application was considered.
35. Salary adjustments for promotion and professor salary adjustments shall take effect at the start of the next academic or fiscal year, as appropriate.

### **Applicant's Responsibilities**

36. Bargaining unit members must submit applications for reappointment, tenure, or promotion to the department in accordance with the calendar and in the manner prescribed in this Agreement and department procedures, criteria, standards, and bylaws.
37. It is the responsibility of each bargaining unit member to document both the quantity and quality of activities and achievements. Quality must be demonstrated by more than a statement of activity or achievement. The quality of the applicant's research/creative activity must be demonstrated by evidence, which may include a description of the review process, documentation to support the quality of the venue or other evidence appropriate to the applicant's discipline. Bargaining unit members applying for early tenure and/or promotion demonstrate extraordinary achievement by clearly exceeding the standards developed in accordance with this Agreement. To establish extraordinary achievement as required for those decisions, the bargaining unit member's portfolio must exhibit significantly more than basic satisfaction of the standards in the applicable bylaws, including but not limited to external assessment of scholarly and/or creative activity (see Letter of Agreement 8). With respect to all recommendations and decisions regarding reappointment, tenure, and promotion, the bargaining unit member has final responsibility for bringing forth all evidence that the bargaining unit member wishes to be advanced in conjunction with recommendations and decisions. The application shall be deemed complete at the time the department submits its recommendation to the Dean. After that, however, an applicant may only address errors of fact or supply answers to specific questions initiated and raised by a Dean's committee, Dean, or provost.
38. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures, criteria, standards, and bylaws and the terms of this Agreement.

### **Department's Review**

39. The primary responsibility for judging the extent to which departmental members have fulfilled the criteria

and standards established in compliance with this Agreement rests with the department.

40. Department reappointment, tenure, and promotion recommendations shall include a statement of the existing standards in each of the areas of evaluation and a statement explaining how the bargaining unit member has or has not met those standards.
  - a. Reappointment or Tenure. Each departmental reappointment or tenure recommendation, whether positive or negative, shall be forwarded to the Dean and subsequently to the Provost, to be reviewed both substantively and procedurally.
  - b. Promotion. Each departmental promotion recommendation, whether positive or negative, shall be forwarded to the Dean and subsequently to the Provost. All positive recommendations shall be reviewed both substantively and procedurally. If the departmental recommendation is negative, and if the bargaining unit member desires further review, the bargaining unit member must initiate a request for review at the next level as specified in Paragraphs 45-48, 54 of this Article.
41. The department, using processes developed at the department level and applying the criteria and standards developed in compliance with this Agreement, considers applications and, with its recommendations, shall forward them to the Dean.
42. When the department chairperson makes an independent judgment and recommendation regarding reappointment, tenure, or promotion, the chairperson, in addition to forwarding the formal written recommendation, will share it with the individual involved.
43. A copy of the departmental recommendation, including any separate recommendation from the chairperson, shall be given to the bargaining unit member no later than the time it is forwarded to the Dean. Bargaining unit members may submit a written clarification or rebuttal within one week of receiving the department's recommendation, and such clarification or rebuttal shall be sent to the Dean and attached to the department's recommendation.
44. A bargaining unit member not recommended for reappointment, tenure, or promotion at the department level may have a conference with the department chairperson or a designee. If the bargaining unit member desires such a meeting, the bargaining unit member must initiate a request in writing to the chairperson with a copy to the Dean and the ASSOCIATION within one (1) week of receiving written notification of the department's recommendation. At this conference, the chairperson or designee shall, to the extent that information is available, summarize the information discussed prior to the decision and explain the reasons for the negative recommendation. At the bargaining unit member's written request, a representative of the ASSOCIATION may attend this conference. This meeting can be an important source of information for the bargaining unit member and therefore should occur in a timely fashion when requested. Since the meeting involves only bargaining unit members and therefore exists outside of CMU's enforcement purview, failure for the meeting to occur may not be the subject of a grievance against CMU.



## Dean's Review

45. Deans, using processes developed at the college level and applying the criteria and standards developed in compliance with this Agreement, consider the recommendations from the departments and, if included, department chairpersons and render independent judgments on bargaining unit members' achievements as indicated by the documentation, giving due weight to departments' recommendations including the rationale and documentation. Deans shall forward their recommendations to the Provost and the respective bargaining unit members. Within one week of receiving the Dean's recommendation, the bargaining unit member may submit a written clarification or rebuttal of the Dean's statement, and this statement shall be attached to the Dean's recommendation at the next level.
46. a. If the Dean uses a body to provide advice on a bargaining unit member's reappointment, tenure, or promotion application, the advisory body shall provide an opportunity for the bargaining unit member to select an advocate, ordinarily from the department, to appear before the advisory body, prior to advising the Dean on such applications and prior to any formal recommendation from the Dean to the Provost, under either of the following circumstances:
1. When a department recommendation to the Dean is negative; or
  2. When the advisory body has questions or concerns about an application for reappointment, tenure, or promotion, prior to forwarding its advice to the Dean.
- b. Presentations to, deliberations of, and recommendations by, the advisory body are not part of the formal record and only serve to inform the Dean's independent academic analysis.
47. If a Dean either reverses a positive or upholds a negative departmental recommendation:
- a. The Dean shall notify the bargaining unit member in writing why the positive departmental recommendation was not upheld, or why the negative recommendation was upheld, and include that information with the recommendation being passed on to the next level. Within one (1) week of receipt of the Dean's written statement, the bargaining unit member may request in writing, with a copy to FPS, a meeting with the Dean to address any errors of fact, and answer any further questions. In this written request the bargaining unit member may request a representative of the department or the ASSOCIATION to accompany the bargaining unit member to this meeting. The Dean may affirm, modify, or reverse the previous recommendation based on any additional information that is provided. Conversations occurring in the meeting with the Dean are not part of the formal record except where perfected in the Dean's written recommendation(s) to the Provost or the bargaining unit member's written rebuttal or clarification.
  - b. Within one (1) week of receiving the Dean's recommendation, the bargaining unit member may submit a written clarification or rebuttal of the Dean's statement, and this clarification or rebuttal shall be attached to the Dean's recommendation at the next level.

48. If the Dean makes a negative promotion recommendation, and if the bargaining unit member desires further review, the bargaining unit member must initiate a request for review by the Provost as specified in Paragraph 54 of this Article.

### **Provost's Review**

49. The Provost, using processes developed at the Provost's level and applying the criteria and standards developed in compliance with this Agreement, considers the recommendations and, following consultation with the President, renders an independent judgment on the bargaining unit member's achievements as indicated by the documentation, giving due weight to the department's recommendation including the rationale and documentation. In the case of a positive outcome, the Provost shall forward the recommendation to the President.
50. If the Provost makes a negative recommendation, the Provost shall provide written notice to the bargaining unit member explaining the rationale for the negative recommendation. Upon receipt of the Provost's written statement, the bargaining unit member may request a meeting with the Provost to address any errors of fact, and answer any further questions. At the bargaining unit member's written request, a representative of the respective department or the ASSOCIATION may accompany the bargaining unit member at the meeting. The Provost may affirm, modify, or reverse the previous recommendation based on any additional information that is provided at the meeting. A bargaining unit member may submit a written rebuttal to the Provost's statement, and this rebuttal shall become part of the documentation accompanying the application.

### **President's Action**

51. The President shall forward favorable tenure and promotion recommendations of the Provost, which may be supported with file materials, to the Board of Trustees.

### **Notification and Appeal Process**

52. When disputes arise, bargaining unit members may seek redress of grievances according to established procedures. Departmental and administrative judgments in these matters should never threaten free speech, fair comment, objective dissent, and critical thought, which lie at the heart of a free intellectual life.
53. Bargaining unit members shall be notified of reappointment and tenure recommendations at each level of review. Bargaining unit members shall be notified of promotion and professor salary adjustment recommendations at each level where a review is requested.
54. A request for a review of a negative promotion or professor salary adjustment recommendation shall be made in writing and delivered to Faculty Personnel Services no later than one (1) week after notice of the recommendation is received by the bargaining unit member (See Article 8, Grievance Procedure). For

purposes of this Paragraph, when the bargaining unit member is not teaching on campus, notification of the recommendation occurs upon email delivery to the bargaining unit member's CMU email address, regular mail delivery to the bargaining unit member's home address on file with CMU, personal delivery to the bargaining unit member, or certified mail delivery to the bargaining unit member's home address on file with CMU.

55. Recommendations or decisions relative to reappointment, tenure, and promotion may be grieved under the grievance provisions specified in Article 8, except applications for early tenure as specified in Article 8, Paragraph 15. Bargaining unit members seeking to grieve negative promotion decisions must request review at all levels of the process (i.e. Dean and Provost) of this Article in order to file a grievance pursuant to Article 8, if applicable. Bargaining unit members need not avail themselves of the opportunity for the meeting with the Provost detailed in paragraph 50 of this Article to preserve their ability to file grievances pursuant to Article 8 or to arbitrate under Article 9, as may be applicable.

## **Article 15**

### **DISCIPLINE AND/OR TERMINATION**

1. No bargaining unit member will be disciplined without just cause.
2. Termination of a tenured bargaining unit member shall be only on the following grounds:
  - a. Extraordinary circumstances because of financial exigencies (see Article 18, Position Reduction/Layoff);
  - b. Bona fide discontinuance of a program or department, which does not include merging one department, program or college into another, or transferring courses or programs elsewhere within the University (see Article 18);
  - c. Medical reasons (nothing in this provision shall abridge a bargaining unit member's rights under Article 28, Leaves and Article 34, Long Term Disability Insurance);
  - d. Just cause.
3. A written notice specifying the reasons for the discipline and/or termination shall be given to the affected bargaining unit member. Such bargaining unit member shall be provided due process through the grievance and arbitration provisions of this Agreement and through the expedited procedure where termination is based on just cause (See Article 8, Grievance Procedure; and Article 9, Arbitration).

**Article 16**  
**NOTIFICATION AND REPRESENTATION RIGHTS**

1. Upon receipt of a complaint lodged against a bargaining unit member, CMU may conduct a preliminary inquiry. Except for complaints pertaining to the assignment of a grade, Faculty Personnel Services must be notified of complaints lodged against a bargaining unit member as soon as possible. During the preliminary inquiry, if CMU decides that it is necessary to interview the bargaining unit member, the bargaining unit member will be notified of the entitlement to request that an ASSOCIATION representative be present at the interview. If such a request is made, it will be granted.
2. If, after a preliminary inquiry, the President, Provost, a Dean, or their designee, determines that an investigation will be conducted, CMU shall inform the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, of its intent. It is acknowledged, however, that this notice requirement will not apply where it would impede the administration of justice in a criminal investigation. The bargaining unit member shall be notified by CMU of the right to have a representative of the ASSOCIATION present when the bargaining unit member meets with CMU. Should the bargaining unit member elect not to have ASSOCIATION representation, CMU shall secure a written waiver to this effect and forward a copy to the ASSOCIATION except when the bargaining unit member does not wish a copy forwarded.
3. CMU shall conduct its investigation in a manner so as to provide the bargaining unit member with due process. At the onset of the investigation, the bargaining unit member shall be informed of the general substantive nature of the investigation and the procedures to be followed by CMU in conducting its investigation. After the bargaining unit member is so informed, the bargaining unit member shall have the opportunity to suggest parties to be contacted by CMU as part of its investigation. At any time during the investigation, the bargaining unit member and/or the ASSOCIATION may offer suggestions and/or comments as to the manner in which the investigation proceeds. CMU shall give serious consideration to such suggestions and comments.
4. In the event that CMU concludes that it will conduct an investigation of a bargaining unit member that could lead to discipline or discharge, CMU shall comply with the notice provisions of Paragraphs 1-3 of this Article, prior to requesting the bargaining unit member to answer any questions regarding the subject matter of the investigation or to relinquish any materials relating to the investigation which are solely within the possession of the bargaining unit member.
5. When more than one CMU office/unit is involved at the same time in the investigation of a bargaining unit member arising from the same alleged misconduct, CMU shall coordinate its efforts so that requests for information (which may come from more than one office/unit) will be forwarded to the faculty member from one CMU-designated representative.
6. CMU shall complete its investigation within three (3) calendar months from the date CMU notified the bargaining unit member in writing of its intent to conduct an investigation. Should CMU need additional

time to complete its investigation, it will notify the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, in writing what additional time is required and the specific reasons the additional time is needed. Certain matters may have sufficient urgency that CMU may feel the need to conduct investigations during periods where the University remains open (e.g. Spring Break, Semester Break, and over the summer) but regular 10-month faculty are not otherwise required to be on campus. In cases where CMU believes there is sufficient urgency to continue investigating over break periods, CMU will provide written notice to the ASSOCIATION and the bargaining unit member. In such situations, the parties agree that bargaining unit members provided notice of Article 16 investigations shall be responsive to reasonable requests to make themselves available during these periods and that CMU shall give due consideration to previously scheduled activities by such individuals and their ASSOCIATION representative(s) that may limit their availability on any particular date.

7. Upon completion of its investigation, and prior to issuing its written decision regarding what disciplinary action, if any, to take, CMU shall follow the procedure outlined below:
  - a. CMU will offer the bargaining unit member an opportunity to meet with the CMU representative who will issue the written decision. If the bargaining unit member elects such a meeting, at the meeting CMU will share with the bargaining unit member notice of the action it intends to take and an explanation of the evidence in support of the proposed action. The bargaining unit member shall be given an opportunity to present the bargaining unit member's view of the matter along with any evidence the bargaining unit member considers relevant to the proposed action.

If the bargaining unit member does not elect such a meeting, CMU will transmit to the bargaining unit member and the ASSOCIATION unless the bargaining unit member has declined ASSOCIATION representation, notice of the action it intends to take.

- b. At the conclusion of any meeting conducted pursuant to Paragraph 7.a., or, in the case of no meeting, upon transmittal by CMU of the action it intends to take, CMU shall offer the bargaining unit member and the ASSOCIATION unless the bargaining unit member has declined ASSOCIATION representation, two (2) weeks to file a written response to the proposed action. An election by the bargaining unit member not to respond shall not be interpreted as an admission of, or agreement with, any of the information provided by CMU.
    - c. After the foregoing steps are completed, CMU shall provide to the bargaining unit member and the ASSOCIATION, unless the bargaining unit member has declined ASSOCIATION representation, a written decision regarding what disciplinary action, if any, is to be taken, together with its rationale for the decision.
8. For purposes of this Article, the term "investigation" does not include the preliminary inquiry of the complaining party or parties, the sharing of the complaint with the bargaining unit member, the examination of existing documents in possession of CMU, or the referral of the complaint to FPS.

9. Each year, CMU will report to the ASSOCIATION the number of bargaining unit members electing not to have ASSOCIATION representation and the nature of the complaint(s).
10. For the investigative process concerning allegations of NCAA, Mid-American Conference, or current conference of affiliation rule infractions by bargaining unit members, see Letter of Agreement #3.

## **Article 17**

### **FACULTY WORKLOAD**

1. The workload of bargaining unit members encompasses many professional duties and responsibilities necessary to their varied roles. Faculty have considerable discretion in carrying out their professional duties and responsibilities and will operate within university policies and procedures. These duties and responsibilities normally include but are not limited to:
  - a. Teaching, consistent with master syllabi, and/or providing instructional support in a variety of manners and settings;
  - b. Advising and consulting with students;
  - c. Engaging in scholarly and creative activity;
  - d. Supporting the proper and efficient functioning of the department, college, and University as a whole (for example, performing committee work); and
  - e. Supporting the University and broader academic community through professional or public service related to the bargaining unit member's discipline.
2. The department and Dean share responsibility for appropriate faculty workloads.
3. With respect to the establishment of appropriate faculty workloads, departmental faculty may, in accordance with the provisions of their department procedures, criteria, standards, and bylaws, make recommendations concerning said workloads. These recommendations may include the definition of a full-time workload and a system of equivalencies for the non-teaching activities.
4. In the development of workload recommendations, the following guidelines apply to teaching faculty:
  - a. The instructional portion of a faculty member's full-time workload consists of nine (9) to twelve (12) credit hours per semester as determined by the department.
  - b. Adjustments to bargaining unit member's instructional workload may be made for various academic

purposes, such as curricular or professional development activities, advising responsibilities, and supervision of theses or dissertations, as long as these adjustments are not in violation of university policy or a university commitment to accreditation or professional standards.

5. Adjusted workloads shall be recommended by the department and approved by the Dean.
6. When reporting FYES:FTE ratios, CMU agrees to provide an additional ratio calculation that would exclude chairpersons and sabbatical leaves. This ratio shall be considered by the Deans and Provost when allocating resources.

## **Article 18**

### **POSITION REDUCTION/LAYOFF**

1. Layoff is the termination of employment of a bargaining unit member for reasons other than the competence of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.
2. CMU may lay off a bargaining unit member under certain conditions. Examples of these conditions include but are not limited to discontinuation of a program, and financial exigency.
  - a. Bona Fide Program Discontinuation. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established university curricular procedures prior to any layoff recommendation or decision. These procedures include, where applicable, the current version of the "Curricular Authority Document" and the "Policy on Academic Organization" which has been approved by the Academic Senate and the Board of Trustees.
  - b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:
    1. At least thirty (30) business days' notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.
    2. CMU will furnish to the ASSOCIATION the financial information upon which it is basing its judgment that financial exigency may have to be declared.
    3. After fulfilling its obligations under 1) and 2) above, CMU will schedule an opportunity for the ASSOCIATION to meet in joint consultation to consider the need to declare financial exigency.
3. Two primary factors involved in faculty personnel decisions include:

- a. The immediate and anticipated long-term program needs of the University, and
- b. The competence and promise of faculty members.

A situation may arise in which CMU must lay off bargaining unit members even though they are competent and have shown promise.

#### **Reduction Prior to Layoff of Bargaining Unit Members**

- 4. a. When it is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department, the administration shall notify the department in writing specifying the reasons for the reductions. The department, within thirty (30) calendar days of the administration's notice, shall then have the responsibility of developing recommendations as to how the reductions might be implemented. If programmatic considerations allow, departments may make recommendations short of layoff of bargaining unit members as follows:
  - 1. Leave unfilled a vacancy caused by retirement, resignation, or some other form of actual or anticipated attrition.
  - 2. Consider no additional appointment of fixed-term faculty.
  - 3. Eliminate temporary positions in the department.
  - 4. Reconvert graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.
  - 5. Convert graduate assistantship positions to faculty positions.
  - 6. Develop, in cooperation with CMU, an early retirement/voluntary resignation program for department members.
- b. If the recommendations made by the department are determined by CMU to be insufficient or if the recommendations do not meet programmatic needs, the Provost will notify the department in writing that layoff of bargaining unit members is necessary. Departments will consider all those applications for reappointment and tenure made prior to a written notification by the department of a layoff recommendation. (See Paragraph 7 of this Article.)

#### **Layoff of Bargaining Unit Members**

- 5. Decisions concerning layoff of bargaining unit members are based upon recommendations originating in departments, which play an initial role in the determination. These recommendations will be made without regard to an individual's age, color, disability, ethnicity, familial status, gender, gender expression, gender



identity, genetic information, height, marital status, national origin, political persuasion, pregnancy, childbirth or related medical conditions, race, religion, sex, sex-based stereotypes, sexual orientation, transgender status, veteran status, or weight, or other status protected by state and federal law.

6. No single set of directions or criteria guides or restricts the recommendations of departments, with the notable exception that tenure commitments will be honored according to provisions of this Agreement. Each department, when faced with a layoff, will consider the full range of its options and, using the formal procedures of that department, will formulate a recommendation based on an assessment of the best interests of the students who are to be educated and the anticipated educational program of Central Michigan University. However, the following two considerations must be primary when departments recommend layoff of bargaining unit members:
  - a. Programmatic Needs. Programmatic needs are defined as the immediate and anticipated long-term needs as established by the university curricular planning process.
  - b. Length of University Service.
    1. Length of service (seniority) refers to time accrued in years and months while employed at the University in a position which would normally be described as part of the bargaining unit under Article 2 (Recognition). Faculty shall retain, but not accrue, length of service while on leave of absence without salary.
    2. Regular faculty employed at the University in a non-bargaining unit position shall accrue length of service proportionate to the faculty FTE utilized in performing faculty responsibilities.
    3. Accrued length of service shall be lost only upon termination of employment from the University unless stated otherwise in this Agreement.
    4. Nothing contained in this Article is intended to waive or diminish rights by law provided to bargaining unit members.
7. When it is necessary to lay off a non-tenured bargaining unit member in a department or to lay off a tenured bargaining unit member, the department shall notify in writing the affected bargaining unit member and Dean of its recommendation. In this written recommendation, the department shall give its reasons to the individual and the Dean as to why options 1) through 7) of Paragraph 4.a of this Article were not exhausted and the reasons for its recommendation under Paragraph 6 of this Article. The document containing the reasons for its recommendation shall be sent to the Dean for review, which may include conferring with the department.
8. The Dean, after reviewing the department recommendation, will provide a recommendation along with the department's recommendation to the Provost in writing. Within ten (10) business days of providing the departmental and Dean's recommendation to the Provost, the Provost shall offer a meeting to the affected

bargaining unit member at which the recommendation(s) may be appealed. The bargaining unit member shall accept or decline such an appeal meeting within five (5) business days of receipt of certified notice of the offer to meet. If accepted, the meeting shall be held within five (5) business days, and the bargaining unit member may request that an ASSOCIATION representative be present. The Provost shall notify the affected bargaining unit member in writing of the decision. This notification from the Provost shall constitute the official layoff notification for purposes of this Article.

9. If any bargaining unit member is released due to layoff, CMU will provide a written statement to the bargaining unit member indicating that had a position been available at the time of the bargaining unit member's reappointment or tenure decision, the bargaining unit member would have been considered for reappointment or tenure since the bargaining unit member was laid off (retrenched) and was not released because of incompetence or for lack of promise (if those statements are otherwise true).
10. If, during the period between notice of layoff and the actual layoff, circumstances in a department undergoing position reduction change through the death or resignation of a department member, the University shall reconsider its layoff recommendation. Additionally, during the period between notice of layoff and the actual layoff, a department may recommend to CMU that a layoff decision be rescinded because of increasing enrollments, program developments, or similar circumstances. The actions and recommendations occasioned in this Paragraph do not alter the notice provisions of this Article.
11. If a layoff notice has precluded a reappointment or tenure decision and circumstances in a department change as specified above, the bargaining unit member notified of layoff shall be considered for reappointment or tenure within the next academic semester. In these circumstances, the length of service required prior to consideration for the grant of tenure shall not be affected.

#### **Provisions for Laid-Off Bargaining Unit Members**

12. The provisions for laid-off bargaining unit members are as follows:
  - a. Appeal Processes. A grievance and appeal mechanism exist in this Agreement to ensure bargaining unit members a system of due process. The grounds for a grievance under this Article are allegations that a procedural violation has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom occurred that may have significantly contributed to the decision.
  - b. Advanced Notification. Bargaining unit members are provided with advance notice of a decision so that they have time to seek other opportunities. During the first (1st) and second (2nd) year of appointment, the period is not less than six (6) months; after the midpoint of the second (2nd) year, a notice of one (1) full year shall be provided. Strict adherence to these standards of notice of non-reappointment shall be maintained by CMU and results in a firm schedule for recommendations by departments.

- c. Placement Assistance. An effort is made to assist individuals in securing other employment at this University and elsewhere. CMU shall work with departments to increase joint effectiveness in these areas. Specifically, Central Michigan University vacancies will be advertised internally, so that bargaining unit members facing layoff may know of all opportunities which exist. Faculty can help in calling to the attention of their colleagues at other schools the availability of individuals whose appointments here cannot be renewed. CMU will also provide bargaining unit members with letters attesting to the fact that the failure to renew a contract was the result of layoff. CMU shall arrange a relocation conference with bargaining unit members who are not reappointed because of retrenchment. These conferences will be coordinated by a representative of the Provost's Office and will include other staff familiar with the employment opportunities within the University. All units of the University where the individual was previously employed will be informed of that individual's availability. The purpose of these conferences is to assure a complete evaluation of intra-University employment possibilities.
- d. Unemployment Compensation. Individuals who do not have a contract for the next academic year or accept other employment at the University or elsewhere and are otherwise eligible may receive unemployment compensation as permitted by law.
- e. Special List. Any individual who has been laid off shall, upon request, be placed for four (4) years on a special list for the purposes described below. This list shall be maintained by the Provost's Office and shall include basic résumé data. The list shall be sent to each department and the ASSOCIATION and shall be updated regularly.
- f. Interviews. Each department, prior to filling a vacancy for which the department judges an individual on the list to be qualified, shall offer a personal interview to the individual and give consideration to the individual's candidacy prior to forwarding a recommendation for the position. (For rights of tenured bargaining unit members in such cases, see the appropriate provisions in this Agreement.)
- g. Two-Year Protection. If a non-tenured bargaining unit member's contract is not renewed for the sole reason that the department, at the time of decision, does not have or is not anticipated to have sufficient regular, full-time positions for the program to which the bargaining unit member is primarily responsible, a notation of that reason shall be made in the non-tenured bargaining unit member's personnel file. The non-tenured bargaining unit member's position (whether designated at the time of replacement as regular, part-time, and/or fixed-term) will not be filled by a replacement in the program within two (2) years, unless the non-tenured bargaining unit member has been offered reappointment. Notification of a recall shall be in writing with a copy to the ASSOCIATION. The written notification shall be sent by personal or certified delivery to the bargaining unit member. It shall be the responsibility of each bargaining unit member to notify CMU of any change of address. The bargaining unit member shall have fourteen (14) days from receipt of notification to respond.
- h. Benefits Upon Reemployment. Any individual who is reemployed on the regular faculty shall have any previous regular service apply as years of service for purposes of tenure, sabbatical leave

consideration, and benefits, where applicable. The university shall have at least two (2) full semesters, exclusive of all leaves, following reemployment to determine whether to grant tenure. If tenure is not granted, the notice provisions in Paragraph 14 of Article 14 (Reappointment, Tenure, and Promotion Policies) shall be applicable.

- i. Reassignment. CMU will attempt to place, in other suitable positions, bargaining unit members who are to be laid off.
13. In addition to benefits in Paragraph 12 of this Article, a tenured bargaining unit member laid off for a reason other than financial exigency shall be given at least eighteen (18) months' notice or given severance salary equal to the bargaining unit member's annual base salary at the time of layoff. If a tenured bargaining unit member is laid off for reasons of financial exigency, the bargaining unit member shall be given at least twelve (12) months' notice or, where CMU has not provided such timely notice, shall be given severance salary equal to the bargaining unit member's annual base salary at the time of layoff.

### **Time Limits**

14. CMU may impose time limits for departmental recommendations set forth in this Article in order to meet the time limits in this provision and in other provisions within this Agreement. In no case, however, shall a department be given less than two (2) weeks to forward its recommendation. CMU may allow a longer period of time if it is not pressed by other obligations of this Agreement.

## **Article 19 REORGANIZATION/REASSIGNMENT**

1. When a bargaining unit member is assigned to a newly-created academic department, assigned to a department as a partial or complete merger of two (2) or more academic departments, or reassigned to an existing department, the assigned bargaining unit member shall receive not less than the bargaining unit member's current annual base salary in the new assignment. The bargaining unit member will also retain tenure status, faculty rank, and length of service, as defined in Paragraph 6.b.1) of Article 18 (Position Reduction/Layoff). An exception to this provision is a bargaining unit member who, as a consequence of any of these three (3) reasons for new assignment, is reassigned to, or becomes retrained in, a discipline other than that contained in the initial letter of appointment or in which the bargaining unit member received a terminal degree.
2. Where a reassignment becomes necessary due to one of the conditions specified in Paragraph 1 of this Article, the Provost shall notify the affected bargaining unit member in writing where, if any, available tenure-track positions exist. The bargaining unit member shall then indicate a preference, in writing, regarding reassignment to one of the available positions. When making the reassignment, the Provost shall consider the bargaining unit member's preference as well as the programmatic needs of the University. The receiving department and appropriate Dean will be involved in formulating the arrangements for the

reassignment.

3. For members of departments and/or units whose membership has changed because of a merger of two (2) or more academic units or which have been relocated from one college to another, the following provisions shall apply to those bargaining unit members who held tenure-track appointments at Central Michigan University during the academic year of the reorganization.
  - a. Bargaining unit members under consideration for reappointment, tenure, or promotion shall continue to be evaluated using the procedures, criteria, and standards existing in their former department and/or unit at the time of the merger or relocation until such time as new procedures, criteria, and standards are developed and approved in conformity with Article 10 (Department Procedures, Criteria, Standards, and Bylaws).
  - b. After such new procedures, criteria, and standards are approved, bargaining unit members shall elect to be evaluated using either:
    1. The procedures, criteria, and standards existing in their former department and/or unit at the time of merger or relocation, with voting by the members of the former department and/or unit, or
    2. The procedures, criteria, and standards developed by the new department and/or unit, with voting by members of the new department and/or unit.
  - c. The election in Paragraph 3.b shall be made known in writing to the appropriate personnel committee prior to their deliberations on the first personnel decision involving the bargaining unit member following the merger or relocation. The same option must be elected for reappointment, tenure, and promotion decisions, except as limited in Paragraph 3.d. of this Article.
  - d. For purposes of promotion, such election may be made only within one (1) full year following merger or relocation. After one (1) year, the criteria, standards, and procedures existing in the new department and/or unit will be utilized for purposes of promotion.
  - e. For non-tenured bargaining unit members, a tenure slot will be available for them at the time the tenure decision is to be made, except where it has been necessary to lay off under Article 18 (Position Reduction/Layoff).

## **Article 20**

### **UTILIZATION OF NON-BARGAINING UNIT MEMBERS**

1. If responsibilities regularly and customarily performed by persons in the bargaining unit are performed on the University campus by a source outside the bargaining unit, no bargaining unit member shall be laid off or suffer a loss of base salary as a result.

2. CMU intends to use non-bargaining unit members to supplement bargaining unit members and not to displace them. Therefore, no bargaining unit members shall be displaced as a result of these persons being utilized.
3. A bargaining unit member accepting an alternative assignment remains a member of the bargaining unit unless the alternate assignment does not involve at least one-half ( $\frac{1}{2}$ ) load in teaching or research. Prior to appointing a bargaining unit member to an assignment which results in removal from the bargaining unit, CMU will so inform the bargaining unit member and the ASSOCIATION. If an alternative assignment, which will remove a bargaining unit member from the bargaining unit, is advertised, then the advertisement shall contain that information.
4. Reports
  - a. Following each fiscal year, CMU shall supply to the ASSOCIATION information pertaining to faculty and graduate assistant FTE utilized during the prior fiscal year. For each department, annual FTE will be partitioned by term. Further, the annual FTE will be partitioned by use type: instructional, research and administrative/service.
  - b. At least once every three years, CMU shall supply to the ASSOCIATION information pertaining to faculty and graduate assistant FTE utilized during the prior academic year as follows. Faculty FTE will be categorized as regular faculty, full-time fixed-term faculty, part-time fixed-term faculty, P&A staff with normal instructional responsibilities, and graduate assistants. For each of these categories, FTE will be further categorized as instructional, research and administrative/service. A report will list, by department and each faculty category: instructional FTE used, number of sections taught, total SCH generated, sections/FTE, and SCH/FTE (where applicable).
5. At the ASSOCIATION's request, CMU and the ASSOCIATION shall meet and confer in regard to the information in Paragraph 4 of this Article.

## **Article 21**

### **AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY**

1. The ASSOCIATION and CMU agree that the express terms and provisions of this Agreement shall be applied without regard to an individual's age, color, disability, ethnicity, familial status, gender, gender expression, gender identity, genetic information, height, marital status, national origin, political persuasion, pregnancy, childbirth or related medical conditions, race, religion, sex, sex-based stereotypes, sexual orientation, transgender status, veteran status, or weight, or other status protected by state and federal law.
2. The parties recognize that the federal and state law, as well as university policies, provide multiple protections and remedies for equal opportunity and affirmative action. A list of the administrative agencies

charged with the enforcement of state and federal equal employment laws is on file in the University's Office of Civil Rights and Institutional Equity ("OCRIE").

## **Article 22**

### **INTELLECTUAL PROPERTY RIGHTS**

#### **Ownership**

1. Ownership rights to intellectual materials created by bargaining unit members are determined by CMU's "Intellectual Property Rights" policy as adopted by the Board of Trustees on December 6, 1996 and clarified in an April 20, 1998 letter from Provost Richard Davenport to the University Community and a November 4, 2008 letter from Provost Julia Wallace to University regular faculty (available at the Office of Research and Sponsored Programs website).
2. These rights are not abridged by storage in facilities provided by CMU. Examples of storage facilities include, but are not limited to, institutional digital repositories, departmental servers, or University-owned PCs.

#### **Distance Learning**

3. Materials for which a bargaining unit member owns intellectual property rights, and used by that bargaining unit member or others in an interactive television or online course offering, shall be considered as provided on a one-time-only basis unless provided otherwise by written prior agreement with CMU.

## **Article 23**

### **INFORMATION TECHNOLOGY**

#### **Computer Services**

1. CMU acknowledges that ordinary on-campus faculty work requires certain computer resources and support. When these are available from the Office of Information Technology or college computer services, CMU will not charge individual bargaining unit members for their use. Charges for the purchase of computer resources as part of grants and consulting contracts are excluded from this provision.
2. CMU and bargaining unit members will, subject to applicable law, make reasonable efforts to maintain the privacy and confidentiality of materials (whether owned by bargaining unit members, CMU, or outside parties) stored in CMU computer services facilities. CMU has the right of access to the contents only in those cases where it has a legitimate "need to know." CMU will make reasonable efforts to safeguard such materials from loss.

3. In the use of CMU computer services facilities, CMU and bargaining unit members will respect copyrights, licenses, and applicable laws; respect the integrity of computing systems; and exercise conduct respectful to the user community at the University and elsewhere.

#### **Distance Learning**

4. Each interactive television and online course offering will be developed through consultation with the department, the appropriate Dean(s), and relevant information technology and/or online programs personnel.

#### **Training and Use**

5. Except for bargaining unit members whose professional duties include the use of information technology, participation in an information technology training program, and the use of information technology in teaching and student advising will ordinarily be voluntary for a bargaining unit member. In the event that CMU wishes to make mandatory that which is ordinarily voluntary, as herein stated, CMU will provide written notification to the ASSOCIATION and give it the opportunity to bargain regarding this matter.

### **Article 24 CALENDAR**

1. Both parties acknowledge that the calendar has been established, as described in Paragraph 3 of this Article, for the life of this Agreement. Any calendar change proposed by CMU that would substantially affect the teaching schedule or work assignments of bargaining unit members for the academic year and/or summer session shall be subject to negotiations between CMU and the ASSOCIATION. Before CMU implements any calendar change viewed by CMU as not substantially affecting the teaching schedule or work assignments, CMU will consult with the ASSOCIATION regarding the change. The parties at any time may agree to refer selected calendar matters to the Academic Senate for advice and counsel.
2. This Article is not intended to change the provisions of Article 27.



3. The calendar, beginning with the 2019 Fall Semester and ending with the 2025 Summer Session 2, is as follows:

<b>5- YEAR CALENDAR: 2020-2025</b>						
<b>Fall Semester</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Faculty Preparation Week Begins	Aug. 19	Aug. 24	Aug. 23	Aug. 22	Aug. 21	Aug. 19
Classes Begin	Aug. 26	Aug. 31	Aug. 30	Aug. 29	Aug. 28	Aug. 26
Labor Day - No Classes	Sept. 2	Sept. 7	Sept. 6	Sept. 5	Sept. 4	Sept. 2
Thanksgiving Recess (Wednesday) Begins 5:00 pm	Nov. 27	Nov. 25	Nov. 24	Nov. 23	Nov. 22	Nov. 27
(Monday) Resume 8:00 am	Dec. 2	Nov. 30	Nov. 29	Nov. 28	Nov. 27	Dec. 2
Classes End	Dec. 7	Dec. 12	Dec. 11	Dec. 10	Dec. 9	Dec. 7
Examination Week	Dec. 9-13	Dec. 14-18	Dec. 13-17	Dec. 12-16	Dec. 11-15	Dec. 9-13
Commencement	Dec. 14	Dec. 19	Dec. 18	Dec. 17	Dec. 16	Dec. 14
Grades Due 11:59pm	Dec. 18	Dec. 21	Dec. 21	Dec. 21	Dec. 20	Dec. 18
<b>Spring Semester</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Faculty Preparation Week Begins	Jan. 9	Jan. 7	Jan. 6	Jan. 5	Jan. 4	Jan. 9
Classes Begin	Jan. 13	Jan. 11	Jan. 10	Jan. 9	Jan. 8	Jan. 13
Martin Luther King Jr. Day (no classes)	Jan. 20	Jan. 18	Jan. 17	Jan. 16	Jan. 15	Jan. 20
Spring Recess (Saturday) Begins 1:00 pm	Mar. 7	Mar. 6	Mar. 5	Mar. 4	Mar. 2	Mar. 8
(Monday) Resume 8:00 am	Mar. 16	Mar. 15	Mar. 14	Mar. 13	Mar. 11	Mar. 17
Gentle - No Class Days	Apr. 2-3	Apr. 1-2	Mar. 31-Apr. 1	Mar. 30-31	Mar. 28-29	*TBD by RESD
Classes End	May 2	May 1	Apr. 30	Apr. 29	Apr. 27	3-May
Examination Week	May 4-8	May 3-7	May 2-6	May 1-5	Apr. 29-May 3	May 5-9
Commencement	May 9	May 8	May 7	May 6	May 4	May 10
Grades Due 11:59pm	May 13	May 12	May 11	May 10	May 8	May 14
<b>Summer Session I</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Classes Begin	May 18	May 17	May 16	May 15	May 13	May 19
Memorial Day Recess	May 25	May 31	May 30	May 29	May 27	May 26
Classes End	Jun. 25	Jun. 24	Jun. 23	Jun. 22	Jun. 20	Jun. 26
Grades Due 11:59pm	Jun. 30	Jun. 29	Jun. 28	Jun. 27	Jun. 25	Jul. 1
<b>Summer Session II</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Classes Begin	Jun. 29	Jun. 28	Jun. 27	Jun. 26	Jun. 24	Jun. 30
Independence Day Recess	Jul. 3	Jul. 5	Jul. 4	Jul. 4	Jul. 4	Jul. 4
Classes End	Aug. 6	Aug. 5	Aug. 4	Aug. 3	Aug. 1	Aug. 7
Grades Due 11:59pm	Aug. 11	Aug. 10	Aug. 9	Aug. 8	Aug. 6	Aug. 12

4. The schedule for the Summer Session is such that:
- All six-week and twelve-week classes will meet Monday through Thursday, inclusive, except as follows:
    - Classes during the week of Memorial Day will meet Tuesday through Friday, inclusive.
    - Classes during the week of July 4 will meet:

In 2020, Monday through Thursday, inclusive  
 In 2021, Tuesday through Friday, inclusive

In 2022, Tuesday through Friday, inclusive  
In 2023, Monday, Wednesday, Thursday, Friday  
In 2024, Monday, Tuesday, Wednesday, Friday  
In 2025, Monday through Thursday, inclusive

- b. Three-week classes will be scheduled on Monday through Friday, except no classes will be held on the following dates:

1. May 25, 2020 (Monday, Memorial Day)  
June 26, 2020 (Friday)  
July 3, 2020 (Friday)  
August 7, 2020 (Friday)
2. May 31, 2021 (Monday, Memorial Day)  
June 25, 2021 (Friday)  
July 5, 2021 (Monday)  
August 6, 2021 (Friday)
3. May 30, 2022 (Monday, Memorial Day)  
June 24, 2022 (Friday)  
July 4, 2022 (Monday)  
August 5, 2022 (Friday)
4. May 29, 2023 (Monday, Memorial Day)  
June 23, 2023 (Friday)  
July 4, 2023 (Tuesday)  
August 4, 2023 (Friday)
5. May 27, 2024 (Monday, Memorial Day)  
June 21, 2024 (Friday)  
July 4, 2024 (Thursday)  
August 2, 2024 (Friday)
6. May 26, 2025 (Monday, Memorial Day)  
June 27, 2025 (Friday)  
July 4, 2025 (Friday)  
August 8, 2025 (Friday)

5. One-week classes will not be scheduled for the week of July 4.

**Article 25**  
**SUPPLEMENTAL EMPLOYMENT FOR BARGAINING UNIT MEMBERS**

1. Supplemental employment activity guidelines are intended to provide quality education for Central Michigan University students. It is understood that supplemental activities will not interfere with a bargaining unit member's normal responsibilities. It is the expectation of CMU that a bargaining unit member's normal duties will take precedence over activities that provide supplemental income. Supplemental activities cannot be performed if they require the absence of the bargaining unit member from regularly scheduled classes. Exceptions may be made with the written, advance approval of the department chairperson and Dean.
2. A bargaining unit member may engage in activities for financial compensation or gain, other than those for which the bargaining unit member was hired, as long as these activities do not conflict with the bargaining unit member's professional duties or any university programs. Bargaining unit members must report intent to engage in supplemental employment activities, in writing, to the appropriate department chairperson and the appropriate Dean before a bargaining unit member agrees to perform those other activities. This requirement to report does not apply to nominal compensation (e.g. honoraria for lectures, commissions for scholarly books or articles, etc.) for producing or disseminating scholarly or creative activities that are part of the bargaining unit member's CMU responsibilities.
3. Such non-conflicting outside activities for compensation normally should be limited to an average of one (1) day per week per semester. All such activities shall be reported, in writing, annually to the appropriate department chairperson and the appropriate Dean.
4. A full-time bargaining unit member may not teach or provide other contracted services for compensation at other institutions of higher education without prior written permission from the appropriate department chairperson, the appropriate Dean, and the Provost. The parties agree that for the purposes of this Article individual seminars and guest lectures delivered at other universities for the purpose of disseminating scholarly or creative activities for which the bargaining unit member received nominal financial compensation (e.g. honoraria) do not require prior reporting or permission.
5. a. A full-time bargaining unit member may engage in supplemental activities for CMU so long as the bargaining unit member is actively engaged in all of the duties for which the bargaining unit member was hired, is not under citation for a serious performance deficiency, and the payment from these activities does not cause the bargaining unit member's total CMU earnings to exceed one hundred fifty percent (150%) of the bargaining unit member's ten (10) month base salary in any period commencing with the first pay period of the academic year and continuing until the first pay period of the subsequent academic year. Bargaining unit members currently performing service or administrative tasks for which they receive course reassignments ("course releases") remain fully eligible for supplemental activities according to the provisions here. Bargaining unit members who are receiving course releases for scholarly and/or creative activities (i.e. activities that could potentially be counted toward fulfilling the research and creative activities standards for promotion and/or tenure) may only

engage in supplemental activities while receiving such release time if they obtain prior permission of the appropriate Dean.

- b. Should the bargaining unit member's CMU earnings exceed one hundred fifty percent (150%) during the period described herein, the bargaining unit member's supplemental earnings potential for the subsequent period will be reduced by the percentage of salary in excess of one hundred fifty percent (150%). For example, should a bargaining unit member's supplemental earnings equal one hundred fifty-three percent (153%) in one period, the supplemental earnings potential will be one hundred forty-seven percent (147%) for the subsequent period.
- c. Within the one hundred fifty percent (150%) parameter these additional guidelines apply:
  - 1. The chairperson stipend shall not be considered a supplemental activity for purposes of calculating the one hundred fifty percent (150%) of earnings cap.
  - 2. A bargaining unit member may teach no more than three (3) courses for supplemental compensation during the academic year. For purposes of workload determination under this Article, activities such as program capstone courses (e.g., MSA 699, MSA 690, EDU 776), ICF courses, individual tutorials, face-to-face group tutorials with 12 or fewer students, a web-based course with twelve (12) or fewer students, and learning packages will not be treated as a course. In this Paragraph, the meaning of three (3) courses is courses totaling up to nine (9) credit hours.
  - 3. When off-campus courses have overlapping start/stop dates, a bargaining unit member may teach only one of the overlapping courses.
  - 4. A bargaining unit member's supplemental teaching activities for CMU may not exceed the equivalent of twelve (12) credit hours for the entire summer session.
- d. Any of these guidelines may be waived for an individual bargaining unit member by the Dean of the college to which the bargaining unit member is regularly assigned. A bargaining unit member in a college denied an exception may not grieve the denial on grounds that a Dean of another college granted an exception. This shall not be construed to prevent a bargaining unit member in a college to grieve on the basis that the bargaining unit member received disparate treatment from similarly situated bargaining unit members in the same college, or to prevent any bargaining unit member from grieving on the basis that a Dean's denial of an exception was based on unlawful discrimination.
- e. A college may have additional requirements occasioned by professional accreditation standards regarding supplemental activity for bargaining unit members.

### **Summer Session**

- 6. CMU and the ASSOCIATION recognize that the Summer Session between the two (2) normal academic

semesters provides opportunities for faculty flexibility, job security, and additional compensation.

7. Preference for appointment to teach the on-campus Summer Session will be given to qualified bargaining unit members provided they have been recommended by the department through which such courses are being offered and other provisions of this Agreement have been met. Departments have the responsibility to review and recommend approval of the credentials of individuals other than Central Michigan University faculty prior to their appointment to teach during the Summer Session.
8. Preference also will be granted to qualified bargaining unit members for nonteaching assignments to be performed by faculty members.
9. CMU shall publish timely notices of all compensated committee or other nonteaching opportunities for the Summer Session so that qualified bargaining unit members may apply. Publication shall be in a manner and format designed to assure bargaining unit members have a reasonable opportunity to receive notice(s).
10. A bargaining unit member, with the recommendations of the department and college and with the approval of the Office of the Provost, may elect to waive the right to supplemental compensation and develop an alternative plan for fulfilling normal academic on-campus responsibilities. A mutually acceptable plan may involve the reduction of that person's responsibilities such as teaching, advising, and University and departmental committee assignments during the academic year in exchange for comparable responsibilities during the Summer Session or similar arrangements.

## **Article 26**

### **TEACHING AT OFF-CAMPUS LOCATIONS OR ONLINE**

1. Bargaining unit members will not be required to teach courses offered at off-campus locations or online except for those instances where courses are taught as part of the on-campus load in compliance with Article 27.
2. For purposes of this Article and this Article only,
  - a. "Department" means the academic departments, the MSA Council, or the Off-Campus Academic Council;
  - b. "Chairperson" means the chairpersons of the academic departments or the Directors of the MSA Program, or the Off-Campus Academic Council; and
  - c. The "originating department" of all courses other than those of academic departments is: the MSA Council for the MSA designator.
3. Departments have responsibility for the following in contributing to off-campus locations or online

scheduling and staffing of course offerings.

- a. Scheduling of Off-Campus and Online Offerings. Departments will provide, in a timely manner, a schedule of offerings to be approved/amended by the appropriate Dean.
- b. Announcement of Off-Campus and Online Offerings. Deans will announce offerings by publishing them electronically at <http://global.cmich.edu/faculty/opportunities/>. This site will also provide the deadline date for submitting CMU faculty Teaching Preference Forms, the appropriate web address for obtaining full information about each course that is to be offered, and a means to sign up for automatic electronic notification of new postings.
- c. Teaching Preference Form. Any bargaining unit member desiring to enter into a contract to teach an off-campus or online scheduled course must indicate that preference by submitting a CMU faculty Teaching Preference Form with the appropriate signatures to the Dean within fifteen (15) business days of the announcement of the offering of the course at <http://global.cmich.edu/faculty/opportunities/> by the deadline indicated in the course offering list. If the course is to be taught in an online format, the bargaining unit member, by signing this Teaching Preference Form, attests that the bargaining unit member has successfully completed the training offered by CMU's instructional design unit if this will be the bargaining unit member's first time teaching in an online course, or if having previously taught an online course, attests that the bargaining unit member has contacted CMU's instructional design unit to discuss what are considered to be the current "best practices" for teaching in an online format, and that the bargaining unit member will adopt or adapt these "best practices" in a manner appropriate to the course in order to help assure, as best as one can, that the course learning objectives are met. A copy of the Teaching Preference Form shall also be delivered to the office of the department chairperson within the deadline. The department chairperson then shall sign the form indicating approval or non-approval for the instructor to teach the specific course. In the case of approval, the chairperson's signature is an indication that the instructor has the subject matter expertise to teach the course and that the instructor may teach in the modality or at the time and location of the class without causing a conflict with a department commitment. The Dean of the bargaining unit member's college will then review the request for compliance with the member's on-campus class schedule and with accreditation overload restrictions. Where no problem with commitment or compliance exists, bargaining unit members shall have preference for teaching such courses.
- d. If no bargaining unit member in a department from which an off-campus or online scheduled course originates chooses to teach the course, a department may recommend other qualified bargaining unit members. In cases in which an instructor is not a member of the department from which the course originates, the Teaching Preference Form must include the signature of the chairperson of the department from which the course originates. This signature is an indication that the instructor is qualified to teach the course. The chairperson of the instructor's department also must sign the form as an indication that the instructor may teach at the time and location of the scheduled class. A Central Michigan University instructor will not be contracted for any course outside the bargaining unit member's own departmental courses without the approval of the chairperson of the department which

provides the course designator.

- e. Approval of Off-Campus or Online Instructors. Departments shall have the authority to approve or disapprove all credentials of all individuals who teach courses having the department course designator. The minimum credentials, which must be submitted for departmental review, consist of a current resume or curriculum vitae, academic transcripts, and evidence of teaching effectiveness, if this evidence is available.
1. Upon initial review of an instructor's credentials, a department can disapprove or approve for a one-time-only, one (1) year, or three (3) year basis.
  2. For the instructor's second review, i) in the event the initial approval was for one-time only, a department can disapprove, approve for a one-time only basis, approve for a one-(1) year basis, or approve for a three-year basis; and ii) in the event the initial approval was for one (1) year or three (3) years, a department can disapprove or approve for a three (3) year basis.
  3. For the instructor's third review and thereafter, the department can disapprove or approve for a three (3) year basis.
  4. Departments have the responsibility to review all approvals of credentials of instructors who teach their designator courses offered off-campus or online. Credentials of individuals may be re-evaluated at the request of either the Dean or the appropriate department. Deans have the responsibility to notify departments that it is time for a review and shall forward any pertinent information on the instructor to the department at that time. Departments are encouraged to complete the review process within twenty (20) business days from receipt of the request for approval or re-evaluation.
  5. If the credentials for initial approval have not been acted upon within twenty (20) business days, the Dean may act as if the credentials have received a one-time only approval and shall inform the department accordingly. If the department has failed to act on the credentials at the completion of an initial appointment, then the Dean may decide to act as if the credentials had been approved for a one (1) year approval if the instructor's prior approval was for one-time only or one (1) year, or a three (3) year approval if the prior approval was for three (3) years. The Dean shall inform the department of the decision and shall make available to the department the instructor's teaching scores, class syllabi, and grade distributions. Departments may still act on the credentials at any time, but the Dean will not be required to withdraw a contract once it has been offered.
  6. If an instructor is disapproved or approved on a one-time-only basis, the department shall indicate in writing to the Dean the specific and detailed reason(s) for such action. Department disapproval may only be made for reasons of a lack of, or deficiency in, appropriate academic credentials and/or teaching proficiency as identified in previously established criteria (e.g., areas of noncompliance with master course materials, poor evaluations by students, or inappropriate grade distributions). If

a department does not approve or renew an instructor for a three year period, the department will respond to reasonable requests from the Dean to discuss ways that the Dean and/or the department can assist the instructor to meet the department's requirements.

7. Deans may review credentialing decisions and approve or reverse department actions. If the Dean reverses a department's actions, the Dean shall provide a written explanation for the decision. Where the department has serious academic concerns, the department may request review of the Dean's decision by the Provost.
4. Scheduling and Staffing of Off-Campus and Online Courses. The Dean has responsibility for decisions regarding the scheduling and staffing of the courses for which the Dean is accountable. Deans shall prefer bargaining unit members but reserve the right to assign non-bargaining unit members on the basis of such factors as:
  - a. Programmatic need for unique subject matter competency, in selected cases only, or
  - b. Sponsor-specific requirements, in which case a copy of such requirements shall be shared with the department. When more than one (1) bargaining unit member indicates preference for the same course, the originating department of the course shall have the responsibility of designating the instructor. The department will provide the rationale for its decision, in writing, to the Dean and the unsuccessful applicant(s).
  - c. In those circumstances when more than one (1) bargaining unit member indicates a preference for the same course, and the originating department has designated the instructor, the unsuccessful applicant(s) may request a review of the decision by the department. The individual(s) requesting the review shall be given the opportunity to meet with the department for the purpose of addressing the alleged deficiencies of the selection process prior to the department vote. The department shall either reaffirm the decision of the department, or designate the petitioner as the instructor for the course.
5. Review of Approval to Teach. Although an initial determination and evaluation of academic qualifications of bargaining unit members is performed by the department, approval to teach an off-campus or online course will be reviewed upon presentation of evidence of teaching deficiencies in off-campus or online courses. This review shall be conducted by the Dean with the sole purpose of determining whether the bargaining unit member shall be assigned to off-campus or online courses. The bargaining unit member shall be notified of a review and shall be given an opportunity to address the alleged deficiencies prior to a determination.
6. All proposals for new concentrations and degree programs must be developed with the involvement of campus faculty who teach in the subject matter areas. Such concentrations and programs must be approved according to the Academic Senate guidelines for curricular proposals.



**Article 27**  
**TEACHING AT DISTANT LOCATIONS AND/OR NON-TRADITIONAL TIMES**

**Teaching at Locations Distant From the Main Campus**

1. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of Isabella County, Michigan, except as follows:
  - a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, after consulting with the department and informing the applicant during the interview process that off-campus teaching may be expected, or
  - b. The bargaining unit member volunteers for a specific assignment(s), or
  - c. The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria, Standards, and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program.
2. A department that has undertaken the staffing of a program outside of Isabella County shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken. A department can refuse to staff such a program only if such staffing would interfere with its ability to meet its on-campus commitments. If, for any other reason, a department does not meet its responsibility for staffing in a timely manner, the Dean will make the staffing assignment using personnel with credentials approved by the department.
3. A department that has undertaken the offering of a program outside of Isabella County in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in course offerings of the program failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings.
4. Every five (5) years, the Dean(s) responsible for a program outside of Isabella County, Michigan, will coordinate, for the departments staffing the program, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

**On-Campus Teaching at Non-Traditional Times**

5. Bargaining unit members will not be required, as part of their regular load, to teach courses that are scheduled outside of the department's traditional instructional times except as follows:

- a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment, or
  - b. The bargaining unit member volunteers for a specific assignment(s).
- 6. A department that has undertaken the staffing of courses at non-traditional times shall, using its departmental decision-making process, develop procedures by which the department will staff the obligations which it has undertaken.
  - 7. A department that has undertaken the offering of courses at non-traditional times in an attempt to attract new students to the university or to accommodate student needs shall not suffer a reduction in FTE or other resources as a result of enrollments in these offerings failing to meet the department's minimum requirements or if offering these courses would substantially weaken enrollments in on-campus course offerings during traditional instructional times.
  - 8. Every five (5) years, the Dean(s) responsible for courses offered at non-traditional times will coordinate, for the department staffing these courses, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department, but no sooner than two (2) years after the original commitment.

## Article 28 LEAVES

### Sick Leave

- 1. a. Sick Leave Accrual. Ten (10) month bargaining unit members shall accrue sick leave, at the rate of two-thirds (2/3) day per semi-monthly pay period, from August 16 through May 15 of each year. Twelve (12) month bargaining unit members shall accrue sick leave, at the rate of one-half (½) day per semi-monthly pay period, between January 1 and December 31 of each year. Bargaining unit members on reduced assignment will accrue sick leave prorated on the basis of the proportion their appointment is to a regular full-time appointment. Paid sick leave accrual shall accumulate from year to year up to a maximum accrual of one hundred thirty (130) days for all bargaining unit members.
- b. If a bargaining unit member exhausts accrued sick leave, the bargaining unit member shall be removed from the payroll, except as described in Paragraph 2 of this Article, and shall cease accruing additional sick leave until reporting back to duty.
- 2. a. Sick Leave Bank. A sick leave bank with six hundred (600) days is established January 1 each calendar year for use by bargaining unit members. The sick leave bank does not accumulate from year to year, but begins each calendar year with six hundred (600) days.
- b. If any bargaining unit member should exhaust accrued sick leave, the bargaining unit member may

draw from the sick leave bank for absence due to the member's illness or disability to bridge to LTD qualifications, pursuant to guidelines developed by the ASSOCIATION. If the sick leave bank is reduced to fifty (50) days, each bargaining unit member may contribute one or more days of sick leave to the sick leave bank.

- c. A bargaining unit member may use no more than a total of one hundred thirty (130) days of sick leave in any calendar year and/or for the same continuing illness.
  - d. A bargaining unit member in the first year of the initial appointment only, who has exhausted accrued sick leave, may use up to a total of five (5) days from the sick leave bank for absences related to the care of an immediate family member provided those absences are due to the family member's physical or mental condition caused by illness or injury. Immediate family member will be defined the same as under CMU's Family Medical Leave policy, e.g., spouse, children, parents and Other Eligible Individuals.
3. Beginning Sick Leave Balances When Returning From Disability. If a bargaining unit member returns to the University after having been on long term disability, the bargaining unit member's sick leave balance will begin at zero.
4. Ending Year on Sick Leave. If a ten (10) month bargaining unit member finishes the Spring Semester or a twelve (12) month bargaining unit member finishes the fiscal year on sick leave without having exhausted accrued sick leave, the bargaining unit member shall remain on the University payroll at the start of the Fall Semester or fiscal year as appropriate until the bargaining unit member has exhausted accrued sick leave or is able to report for duty, whichever occurs first.
5. a. Charging of Sick Leave. All absences of a bargaining unit member due to the bargaining unit member's physical or mental condition caused by illness or injury shall be charged against the bargaining unit member's sick leave accrual whether or not the department absorbs the work or the university provides a substitute. A bargaining unit member will be considered absent if the bargaining unit member fails to appear for regularly assigned duties for one-half ( $\frac{1}{2}$ ) day or more because of illness or injury. Sick leave will be charged for the time absent from work. Sick leave will be charged continuously from the first day of illness until the bargaining unit member again assumes regularly assigned duties. For ten (10) month bargaining unit members, sick leave will be charged for illness occurring or existing during the period beginning with the first day of the first pay period for the Fall Semester through the last day of the last pay period for the Spring Semester. Sick leave may be taken in units of no less than one-half ( $\frac{1}{2}$ ) day. Sick leave will be charged at the rate of eight (8) hours for a full day's absence and forty (40) hours for a full week's absence, excluding any holidays when the University is closed for all employees.
- b. The bargaining unit member will be allowed to charge sick leave from the bargaining unit member's own sick leave accrual for an approved leave of absence.

- c. A bargaining unit member's accrued sick leave may be used each calendar year for the care of a sick or injured immediate family member or other eligible individual. Immediate family members will be defined the same as under CMU's Family Medical Leave policy, e.g., spouse, children, parents and Other Eligible Individuals.
6. No Sick Leave for Supplemental Assignments. Sick leave cannot be charged to cover absences from supplemental activities. For purposes of this Article, supplemental activities are those done for CMU in addition to the bargaining unit member's regularly assigned duties. These may include, but are not limited to, summer school assignments, off-campus and online activities, and summer research activities.
7. a. Coordination of Sick Leave and Disability Benefits. Bargaining unit members who receive a payment for a compensable illness or injury (under the workers' compensation law), from social security, or receive any disability income or continuation of income under a plan or program at the University will be paid supplemental sick leave by the University in accordance with requirements of the applicable law, insurance plan or program or University policy.
- b. Bargaining unit members must report all work-related injuries (no matter how minor) to the Workers' Compensation Office/CHIP as soon as possible. Information and procedures regarding Workers' Compensation are available at <https://www.cmich.edu/about/human-resources/employment-services/workers-compensation>
8. a. Physician's Statement and Return to Work. Each bargaining unit member desiring consideration for sick leave benefits may be required to file a medical certification form with CMU containing a statement signed by a physician or other certified health care provider,
- 1. explaining the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts within the knowledge of the physician or health care provider regarding the condition, and
  - 2. stating that the bargaining unit member is unable to perform the duties of the position of the bargaining unit member.
- b. Prior to returning to work from a sick leave of more than five (5) consecutive working days, a bargaining unit member may be required to submit to CMU a statement signed by a physician or other certified health care provider certifying that the bargaining unit member is able to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member's performing regularly assigned duties. If medically determined that the member's condition would interfere with performance of assigned duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.
- c. The bargaining unit member will be required to furnish medical certification within fifteen (15) calendar days of a request for such certification. If certification is not received within 15 calendar days

and the employee is not making a good faith effort to obtain requested certification, all absences may be considered as lost time; and the bargaining unit member's pay may be reduced accordingly. In addition, the leave time will not be subject to the protections of the FMLA.

9. CMU shall maintain a medical leave record on all bargaining unit members.
10. Bargaining unit members must notify the account director responsible for submitting the payroll at the earliest opportunity when they will be off work because of illness.
11. Working Day. A day of the week on which the bargaining unit member is scheduled to perform regularly assigned duties. A work week shall be interpreted to mean any five (5) working days of a week (Sunday through Saturday) determined by the individual bargaining unit member's work schedule.

### **Family and Medical Leave Act ("FMLA")**

12. a. The provisions of Paragraphs 12-21 of this Article are intended to comply with the Family Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. If any FMLA requirement conflicts with the Agreement, the FMLA shall be followed and the contract Agreement provisions shall not be effective. The FMLA provisions do not impair any rights granted under other provisions of this Agreement. At the same time as bargaining unit members are afforded rights under the Act, they also shall comply with their responsibilities under the Act. An FMLA leave shall run concurrently with any other leaves granted for the purposes covered by the FMLA. The CMU policy statement on FMLA leave may be found at [https://www.cmich.edu/docs/default-source/president's-division/general-counsel/administrative-policy-docs/4/p04003.pdf?sfvrsn=cb940156\\_30](https://www.cmich.edu/docs/default-source/president's-division/general-counsel/administrative-policy-docs/4/p04003.pdf?sfvrsn=cb940156_30)
- b. A bargaining unit member is eligible for a FMLA leave if the bargaining unit member has been employed by CMU for at least twelve (12) months and has completed at least one thousand two hundred-fifty (1250) hours of service during the twelve (12) month period immediately preceding the date on which the leave commences.
13. An eligible bargaining unit member will be granted up to twelve (12) weeks (or twenty-six (26) weeks under subparagraph (e) below) of unpaid FMLA leave during any calendar year (January 1 – December 31) for one or more of the following events:
  - 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;
  - c. To care for a spouse, child, Other Eligible Individual, or parent of the member if the former has a serious health condition; or
  - d. Because of a serious health condition of the bargaining unit member, which renders the bargaining unit

member unable to perform the functions of the assigned position. A family medical leave of absence will be paid when the bargaining unit member is eligible to charge sick leave and allowance, if any, from the Sick Leave Bank as part of the twelve (12) weeks of FMLA leave. If the bargaining unit member exhausts accrued paid sick leave and allowance from the Sick Leave Bank, any portion of the remaining leave shall be unpaid. Notwithstanding the previous sentence, a bargaining unit member with a ten (10) month appointment and a summer assignment may be granted an unpaid leave if unable to perform assigned duties during the summer assignment. Sick leave may be charged only during the academic year for a bargaining unit member appointed on a ten (10) month appointment. In addition, sick leave pay is available for a bargaining unit member's primary appointment only. Sick leave pay is not available for supplemental assignments.

- e. For a qualifying exigency of the member's covered military family member to covered active duty or a call to duty to a foreign country. The covered military member must be the member's spouse, child, Other Eligible Individual or parent.
14. During this leave, the University shall continue to contribute its share of the bargaining unit member's premiums for health and dental insurance, as required by the FMLA. During such leave, the bargaining unit member shall be required to furnish a medical certification form from a health care provider when requested periodically by the University as allowed by the FMLA. Should the faculty member not return to work upon expiration of the FMLA leave, the University may recover premiums it paid to maintain coverage during the FMLA leave under limited circumstances allowed by the FMLA.
  15. Leaves may be taken intermittently as allowed by the FMLA, and the bargaining unit member may be reassigned in such cases, as allowed by the FMLA. When leave is taken on an intermittent basis under the FMLA, the bargaining unit member must notify the department chair/director or supervisor to report an unforeseeable absence.
  16. Upon the expiration of leave due to the bargaining unit member's medical condition, the bargaining unit member shall furnish the University with a statement, signed by a health care provider, which establishes the fitness of the bargaining unit member to return to the bargaining unit member's job. Return near the end of a term may be restricted for teaching bargaining unit members, as allowed by the FMLA. Should the University have reason to doubt the fitness of the bargaining unit member to return to the assigned job, the University may, at its own expense, require the bargaining unit member to pass a physical examination to the satisfaction of a physician appointed by the University prior to the bargaining unit member's return to work.
  17. Upon returning from leave, the bargaining unit member is entitled to be reinstated to the former position or an equivalent position with the equivalent employment benefits, salary and other terms and conditions of employment, to the extent required by the FMLA and this Agreement.
  18. Use of Paid Time Prior to Any Unpaid Leave. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, serious health condition, or to care for a spouse, child or

parent who has a serious health condition, the bargaining unit member is first required to exhaust sick leave accrual, any available vacation leave accrual and necessity leave prior to going on an unpaid leave time. Upon exhaustion of the paid leave, any portion of the remaining leave time shall be unpaid.

19. FMLA Entitlement When Both Spouses Are CMU Employees. Spouses who both work for the University are each entitled to exercise their rights under the FMLA. CMU will administer the provisions of the Act so that, if otherwise eligible under the Act, each spouse will be able to take up to a 12-week unpaid leave of absence.
20. Notification of Need for FMLA Leave.
  - a. Birth/Care or Adoption. An eligible bargaining unit member who foresees the need for 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.
  - b. Planned Medical Treatment for Spouse, Other Eligible Individual (OEI), Child, or Parent. An eligible bargaining unit member who foresees the need for a leave of absence due to planned medical treatment for the bargaining unit member's spouse, other eligible individual, child, or parent, should notify, in writing, the department chairperson and Dean, as early as possible. The bargaining unit member must also give at least thirty (30) calendar days written notice, or if impossible, as much written notice as circumstances permit.
  - c. Care of Spouse, Other Eligible Individual, Child, or Parent. If the requested leave is to care for a spouse, OEI, child, or parent who has a serious health condition, the bargaining unit member will be required to file with CMU in a timely manner a health care provider's statement that the bargaining unit member is needed for their care and an estimate of the amount of time that the bargaining unit member is needed for such care.
21. Notice of Intent to Return to Work. A bargaining unit member on an approved leave should keep the department chairperson informed regarding the bargaining unit member's status and intent to return to work prior to the conclusion of the leave.
22. Modified Duties upon Return from Childbearing and Childcare FMLA Leaves
  - a. Upon the request of the bargaining unit member, and with the prior approval of the applicable Dean, a bargaining unit member who has primary responsibility for the care of an infant or child for the period immediately following an FMLA leave relating to the birth of a child or adoption of a child, may be granted a semester of modified duties in order for the parent to care for the infant or child and return to work.

- b. The duration of the modified duties assignment may not exceed one (1) semester and should normally coincide with the beginning and ending dates of the semester. No more than one modified duties assignment may be granted per child. Requests for modified duties assignment should be submitted to the bargaining unit member's department chairperson and Dean preferably at least two (2) months prior to the desired start of the requested modified semester, and must include a certified statement that the bargaining unit member is assuming the primary responsibility for the child's care during the period of the modified semester.
  - c. The department chairperson must make a recommendation regarding the request to the Dean within five (5) business days of receipt. The Dean may then meet with the department chairperson and/or the bargaining unit member within ten (10) business days of receipt of the department chairperson's recommendation and, unless additional time is agreed to by the bargaining unit member, issue a decision on the request within fifteen (15) business days of receipt of the department chairperson's recommendation. It is the responsibility of the bargaining unit member to work with the chairperson and the Dean to develop a modified duties plan acceptable to the Dean.
  - d. A modified duties assignment may take two (2) forms. For modified duties assignment in which the equivalent of a full workload is to be performed vis-à-vis alternative duties or schedules, no adjustment in compensation or future assignments may be required. For a modified duties assignment in which a reduced workload is arranged, a proportionate adjustment in compensation will be made.
23. Parental Leave. A bargaining unit member who does not accrue vacation time and who has been actively employed as a bargaining unit member for two (2) consecutive academic semesters shall be eligible for up to fifteen (15) days of paid parental leave at the bargaining unit member's current base salary for absences occurring during the bargaining unit member's regularly scheduled academic year. Paid parental leave must be taken in consecutive days immediately following the birth of the bargaining unit member's biological child cared for in the bargaining unit member's home, the foster placement in the bargaining unit member's home of a child under age one (1), or within one (1) month of a legally adopted child's placement in the bargaining unit member's home for a child under age one (1). Only one (1) paid parental leave is permitted per child, per bargaining unit member. Additional parental leave time for said bargaining unit members will be unpaid unless it can be covered by sick leave in accordance with the regular rules governing sick leave as otherwise permitted under this Article. Parental leave under this provision will run concurrently with leave provided under the FMLA, to the extent available and where the bargaining unit member is eligible for leave under the FMLA. To the extent foreseeable, bargaining unit members anticipating the need for parental leave shall provide their Dean with at least thirty (30) calendar days prior notice.

### **Medical Condition Following Leave**

24. Medical Certification Prior to Return to Work. A bargaining unit member returning from a medical leave of absence in excess of five (5) consecutive working days, may be required to furnish a physician's statement as to the bargaining unit member's condition, if CMU has reasonable grounds to believe the bargaining unit member may have ongoing medical issues. If medically determined that the bargaining



unit member's condition would interfere with performance of regularly assigned duties, or that the duties might result in aggravating the bargaining unit member's condition, reasonable restrictions may be placed on resumption of duties.

### **Funeral Leave**

25. A bargaining unit member will be given an approved absence, normally not to exceed three (3) business days per occasion, if any of the following relatives die:
  - a. Spouse, children, Other Eligible Individual;
  - b. Brothers, sisters, brothers-in-law, sisters-in-law;
  - c. Parents, grandparents, parents-in-law; or
  - d. Relatives living in the same household.
26. The exact length of the leave shall depend upon the circumstances. The Dean, upon the recommendation of the department chairperson, may approve exceptions to the three (3) business day limit.

### **Necessity Leave**

27. A bargaining unit member will be given an approved absence not to exceed two (2) business days in any calendar year to meet those personal needs which cannot be met outside of the regular work schedule. Some examples of such absences are: attendance at a funeral, except one covered under Funeral Leave; attending to personal business; illness of a relative living in the same household. Whenever possible, the bargaining unit member shall give advance notice of this leave to the department chairperson or designated supervisor of a unit not organized as a department. The bargaining unit member shall make arrangements for the handling of the bargaining unit member's duties. The Dean, upon the recommendation of the department chairperson, may approve additional necessity leave.

### **Other Leaves of Absence Without Salary**

28. Granting of Unpaid Leaves of Absence. Other leaves of absence without salary may be granted only for special reasons to those bargaining unit members who have been employed on a regular basis. Leaves may be granted for reasons such as advanced study, child care, and visiting professorships. Each request is made to the chairperson of the department, coordinator of the area, or person designated for the area who serves the function of the department chairperson for purposes of this provision, who will refer the matter to the appropriate Dean. The Dean will then forward a recommendation with departmental recommendations to the Provost for a final decision. Bargaining unit members shall be notified in writing of the Provost's decision.

29. Benefit Continuation During Unpaid Leave. A bargaining unit member on a leave of absence without salary is allowed to continue (at the bargaining unit member's own expense, provided such continuation does not duplicate the benefit offered by any other employer of the bargaining unit member, until the bargaining unit member completes twenty-four (24) months of such leave) the following benefits described in this Agreement provided they are in effect for the bargaining unit member upon commencement of such leave, and provided the benefit program allows continuation of the benefit while a bargaining unit member is on leave: life insurance, dental insurance, health insurance, and disability income insurance. However, if the unpaid leave is a FMLA leave described in Paragraphs 12-21 of this Article, the health coverages are maintained at the level and under the conditions coverages would have been provided if the bargaining unit member had continued in employment continuously for the duration of the leave. The bargaining unit member shall make arrangements with the Benefits Office, Rowe Hall, before commencement of the leave for any benefits which the bargaining unit member wishes continued.
30. All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay.

### **Military Leave**

31. Provisions for military leave shall be guided by and in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which can be found in Title 38 of the United States Code, Chapter 43, Section 4301-4333. Except as modified by the Act, bargaining unit members must provide advanced verbal or written notice of military service to their department chairperson and Dean, if their leave will coincide with any portion of their CMU contract period. CMU expects such notice immediately upon receipt by the bargaining unit member of orders to report for service or, in the case of a volunteer for service, upon such decision.
32. Short Term Service. Any bargaining unit member shall, upon request, be granted a military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States uniformed services, not to exceed fifteen (15) consecutive calendar days in any calendar year, under the following conditions:
- a. Arrangements for such leaves are to be made with the bargaining unit member's department chairperson, or designated supervisor of a unit not organized as a department, well in advance of the actual short term service; and
  - b. The bargaining unit member is to go on leave, whenever possible, at the convenience of CMU; and
  - c. CMU will pay the difference between a bargaining unit member's military pay and the regular pay for up to fifteen (15) consecutive calendar days when the bargaining unit member is on leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar uniformed service organization.

33. Extended Service. Bargaining unit members who enter active military service in the uniformed services of the United States or the Michigan National Guard under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof, shall be entitled to a military leave of absence without pay for the period of time required to fill an active uniformed service obligation. This leave shall automatically terminate if the bargaining unit member remains in uniformed service beyond the initial obligation or fails to report for work within ninety (90)\* days after release from the uniformed service and having made application for reemployment. A bargaining unit member who timely reports for work will be assigned a position, dependent upon the positions available, in the department to which the bargaining unit member was assigned prior to military leave. If it is not possible to assign a position to the bargaining unit member immediately upon return from military leave, the bargaining unit member may be placed in an alternate assignment or granted an extended leave until the commencement of the following semester during which time the Office of the Provost will make a concerted effort to find a position for that person.

### **Leave for Court-Required Service**

34. Leave for court-required service is granted to bargaining unit members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties to an action. Paid leave for court-required service is not available for supplemental activities including, but not limited to, summer school assignments, off-campus and online activities, and summer research activities done for CMU in addition to the bargaining unit member's regularly assigned duties. A bargaining unit member is expected to report for regular University duty when attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

### **Sabbatical Leave**

35. A sabbatical leave may be granted to a tenured bargaining unit member so long as the purposes of the leave are to further the interests of Central Michigan University as well as the bargaining unit member. The primary purposes for which a sabbatical leave is granted are to provide a tenured bargaining unit member with opportunities to:
- a. Improve and strengthen teaching;
  - b. Engage in research and/or professional writing for intended publication in the applicant's area of expertise;
  - c. Perform scholarly or professional services at the local, state, national, or international level;
  - d. Engage in other creative or scholarly activities; or

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\* The number of days one has to report for work may be less than 90 days where uniformed service has been less than 180 days. The bargaining unit member will be expected to provide documentation of the leave and the application for reemployment.

- e. Engage in intellectual and professional development activities that will be of benefit to the individual and to the University.
36. All tenured bargaining unit members are eligible to apply for this type of leave to take effect at the end of the sixth continuous year, or twelfth semester, of regular full-time duties. Untenured bargaining unit members are eligible to apply in the eleventh semester of regular full-time duties or later, provided that they expect to be tenured by the beginning of the proposed sabbatical. The leave, if approved, shall be contingent on the granting of tenure effective prior to the start of the leave. In computing the six (6) year requirement, continuous part-time service shall be accumulated and converted to full-time service (e.g., two (2) semesters of one-half (½) time duties equal one (1) semester of full-time duties). Credit also may be granted for professionally relevant leaves taken since the bargaining unit member's last sabbatical leave. Credit for sabbatical leave eligibility shall not be cumulative beyond six (6) years unless a fully approved leave is denied solely for the convenience of the department, college, or University.
37. Evaluation and Review.
- a. Individuals and committees who evaluate leave requests shall give consideration to:
    - 1. The quality of the proposal, its probable value to the professional development of the individual, and the contribution to the University and students;
    - 2. Potential value of the completed project to the University, the applicant's college, professional area, and students;
    - 3. Evidence which exhibits sound preliminary planning of the project and ability to complete the project;
    - 4. Past record of service to the University, research, teaching, and other scholarly and creative activity;
    - 5. The final report and any subsequent outcomes of the most recent sabbatical leave;
    - 6. Years of service applicable toward the leave; and
    - 7. Impact on departmental programs.
  - b. Application for Sabbatical Leave. An application for sabbatical leave is made in the fall semester only. Individuals requesting a sabbatical leave shall secure a copy of the "Sabbatical Leave Administrative Rules and Procedures" and shall complete the "Application for Sabbatical Leave/Leave of Absence". This application form shall be accompanied by a proposal using the structure outlined under the section "Proposal Format," as found in the "Sabbatical Leave Administrative Rules and Procedures." Both the Rules and Procedures and the Application Form can be found on the Faculty Personnel Services (FPS) website at

[https://www2.cmich.edu/office\\_provost/academic\\_administration/FPS/Pages/Personnel-Actions.aspx](https://www2.cmich.edu/office_provost/academic_administration/FPS/Pages/Personnel-Actions.aspx)

- c. Department Review. The department shall act as the initial and primary reviewing body for proposed sabbatical leave projects. The department shall assist the applicant in perfecting the application where necessary and feasible. Applications recommended by the department shall be forwarded to the college committee.
  - d. College Review. The college committee consists of representatives determined by each college. The college committee is charged with the responsibility of:
    - 1. Assisting the Dean in reviewing the departmental recommendation for compliance with the sabbatical leave provisions of the current Agreement, departmental policies and procedures, and the “Sabbatical Leave Administrative Rules and Procedures” consistent with the current Agreement;
    - 2. Recommending proposals to the Dean; and
    - 3. Serving as an appeal body when requested by the applicant whose proposal has been denied at the department level.
    - 4. The Dean and the college committee shall give due weight to the department’s recommendation concerning the merits of the proposal. The Dean shall communicate a recommendation to the Provost.
  - e. Provost Review. The Provost shall review those applications recommended by the Deans, as well as those not recommended but appealed by the bargaining unit member, and will recommend applications to be submitted to the Board of Trustees for approval.
  - f. At any level of review at which a proposed project is denied, the bargaining unit member will be given a written explanation indicating the reason(s) for denial. At the department and college levels, this may also include suggestions for revisions. Where revisions are suggested, the bargaining unit member shall be given up to two (2) weeks to resubmit the proposal to the department or college, as appropriate.
  - g. Bargaining unit members will be notified of the final action by the Board of Trustees.
38. Salary and Benefits During Sabbatical Leave.
- a. A sabbatical leave may be granted for one-half ( $\frac{1}{2}$ ) the annual contractual period at full salary or for one (1) annual contractual period at one-half ( $\frac{1}{2}$ ) salary. The sabbatical leave comprises the bargaining unit member's total CMU work responsibility, whether for one-half ( $\frac{1}{2}$ ) or a full contractual period, unless additional CMU activities are included and approved as part of the sabbatical leave application process.

- b. While on sabbatical leave, an individual is an employee of the University and continues to receive benefits. If the leave is at full salary for one-half ( $\frac{1}{2}$ ) the annual contractual period, those benefits available to all full-time faculty will continue unaffected. However, if the leave is for the annual contractual period at half salary, retirement contributions, life insurance, and disability insurance coverage will be based on the actual salary paid.
39. Other Compensation During Sabbatical Leave. As a general rule, a bargaining unit member on a sabbatical leave may engage in other activities for financial compensation or gain only when these activities are included and approved as part of the sabbatical leave application process. It is the responsibility of the applicant to inform the University of all other salary, grants, fellowships, or financial support expected during the period of the sabbatical leave.
40. Sabbatical Leave Postponement.
- a. An approved sabbatical may be postponed at the request of the bargaining unit member, the department, or the college. Such postponement must be recommended by the department, the Dean, and the Provost and submitted to the Board of Trustees for approval.
  - b. Postponement of an approved sabbatical may be requested by the bargaining unit member for a period not to exceed two (2) semesters beyond the period initially approved as the leave period; e.g., a sabbatical approved for Fall Semester may be postponed until the following Fall Semester. An approved sabbatical which is postponed at the request of the bargaining unit member and is not taken within two (2) semesters beyond the period initially approved is canceled. This limitation does not apply when postponement requests originate from the department or the college.
  - c. A sabbatical leave application shall not be denied solely for the convenience of the department or college. Any time delay incurred because an approved sabbatical is postponed solely for the convenience of the department or college shall accrue in terms of eligibility toward a subsequent sabbatical leave. Every effort should be made to accommodate the approved sabbatical leave in the subsequent academic year.
41. Eligibility for Subsequent Sabbatical Leave. A bargaining unit member begins to accrue time toward eligibility for the next sabbatical leave in the regular semester in which the final report of the previous sabbatical is submitted to the Dean's office, provided normal academic duties are resumed. Otherwise, the eligibility begins to accrue in the semester in which normal academic duties are resumed provided the final report has been submitted. The leave time is not considered to be part of the accrued time toward a subsequent leave.
42. Returning After Sabbatical Leave. A bargaining unit member granted a sabbatical leave agrees in writing to return to CMU for at least one (1) year (12 months) following the period of the leave or to refund the full value of all compensation and benefits (including but not limited to medical benefit contributions and

tuition waiver or assistance) paid or otherwise provided by CMU during the leave unless this obligation is specifically waived by the Provost. This obligation is waived in case of death, accident, or illness causing the bargaining unit member to be unable to return.

43. Final Report. Recipients of a sabbatical leave agree to submit a full written report by the end of the academic semester in which normal academic duties are resumed. Two copies of this report shall be made with one being forwarded to the department chairperson and the other forwarded to the office of the Dean for review and acceptance. Upon review and acceptance, the Dean shall forward a copy of the report to Faculty Personnel Services and shall notify the bargaining unit member in writing of the report's acceptance.

The final report must contain:

- a. A brief summary of the proposal;
- b. A review of the tasks accomplished;
- c. Copies of articles, monographs, creative works, or manuscripts prepared for publication, if applicable; and
- d. A description of the explicit outcomes as they affect the individual and the University.

## **Article 29**

### **SALARY**

- 1. Each bargaining unit member employed by CMU as a bargaining unit member on April 1 of the preceding academic year, shall receive a minimum base salary increase effective the first pay period of the academic/fiscal year, as follows:
  - a. 2019-2020: \$500
  - 2020-2021: 1.00%, plus \$500 bonus to base if Student Credit Hours for the preceding fiscal year total 510,000 or greater
  - 2021-2022: 1.25%, plus \$500 bonus to base if Student Credit Hours for the preceding fiscal year total 515,000 or greater
  - 2022-2023: 1.25% plus \$500
  - 2023-2024: 2.125%

b. Fiscal year Student Credit Hour totals are determined in accordance with the Central Michigan University Board of Trustees' Enrollment Count Date Policy found at:  
<https://www.cmich.edu/bot/Documents/Board%20Policy%20Manual/13-03%20.pdf>.

2. References to salary refer to the rates for ten (10) month service only. Salary adjustments for those on twelve (12) month contracts will be effective July 1 of each fiscal year and for those on ten (10) month contracts, August 16 of each academic year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths).
3. A part-time bargaining unit member shall receive a salary based on the proportion of the part-time appointment to full-time employment.
4. Bargaining unit members who normally teach classes and who are required as part of their duties to be at the university working with students while other bargaining unit members are not required to be at the university working with students shall receive additional compensation.
5. CMU will report to the ASSOCIATION salary adjustments made to bargaining unit members during the term of this Agreement. Reasonable requests for existing records pertaining to the bargaining unit will be honored.
6. References to salary refer to the rates for ten (10) month service only. A bargaining unit member's ten (10) month base salary shall be no less than the following minimum levels after all salary adjustments have been made for the appropriate year. Ten (10) month salaries are adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by eleven-ninths (11/9ths):

<u>Rank of Bargaining Unit Member</u>	<u>2019-2024</u>
Professor	\$66,000
Associate Professor	\$52,200
Assistant Professor	\$44,500

7. Pay Plans. A bargaining unit member's ten (10) month base salary shall be paid according to one of the following pay plans, selected by the bargaining unit member prior to the beginning of the first pay period of an academic year:
  - a. 18 semi-monthly payments on the fifteenth (15th) and last day of each month beginning August 31 and ending May 15 of the subsequent year.
  - b. 24 semi-monthly payments on the fifteenth (15th) and last day of each month beginning August 31 and ending August 15 of the subsequent year.

If the fifteenth (15th) or the last day of a month falls on a weekend or a holiday, payments will be made on the Friday before.



**Article 30**  
**SALARY FOR SUPPLEMENTAL ACTIVITY**

**Summer Session**

1. A bargaining unit member who is assigned to on-campus teaching responsibilities during the summer session shall be paid .0278 times the bargaining unit member's ten (10) month base salary for each credit hour taught up to a maximum of \$3,100 per credit hour.
2. Paid summer session assignments for on-campus and off-campus activities are limited to no more than the equivalent of twelve (12) credit hours for the entire summer session.

**Overload**

3. Overload teaching assignments are voluntarily accepted assignments by a bargaining unit member to an on-campus teaching activity in addition to the regularly assigned duties. Payment for such assignments shall be at a rate of \$1,550 for each credit hour taught. Should the overload assignment occur for a portion of a semester, the salary will be prorated based on the number of weeks the overload assignment is performed divided by sixteen (16) weeks. The request to a bargaining unit member to accept an overload teaching assignment will be made, in accordance with the department's procedures and bylaws, by the department chairperson of the bargaining unit member's department.
4. Non-teaching overload assignments are voluntarily accepted assignments by a bargaining unit member to perform responsibilities in addition to the bargaining unit member's regularly assigned duties. Extra payment for non-teaching overload assignments may be initiated by the supervisor of the activity. The amount of such payment will be determined by the department chairperson, Dean of the bargaining unit member's college, and the supervisor of the activity, if that person is not the department chairperson or Dean.
5. Overload assignments, whether teaching or non-teaching, may not conflict with the performance of a bargaining unit member's regularly assigned duties.

**Online and Off-Campus Teaching**

6. When bargaining unit members teach a course(s) at an off-campus location or online as a supplement to their normal teaching duties (i.e., not in-load), they will be compensated at a rate of \$1,550 for each credit hour taught.
7. Independent Course in the Field (ICF). Bargaining unit members who teach a course as an ICF will be paid at a rate of \$100 per credit hour.
8. Tutorial. Bargaining unit members who provide group tutorials will be paid at a rate of \$100 per credit

hour for each student registered in the course. Bargaining unit members who provide individual tutorials will be paid at a rate of \$350 per tutorial.

9. Learning Package. Bargaining unit members who teach a Learning Package will be paid at a rate of \$50 per credit hour for each student registered.

10. Development.

- a. It is expected that bargaining unit members who have developed an online course will make revisions to that particular course shell minimally every five (5) years, or realign an existing course shell's content to meet the programmatic needs of another degree or non-degree program, or adapt an external web-based package (or portions thereof) for the purposes of maintaining current and relevant course shells. If the bargaining unit member undertakes revision as a supplemental assignment, the bargaining unit member will be paid a stipend of \$375 per credit hour upon its completion and \$250 each time the course is taught using the revised course shell, up to a maximum of five (5) occurrences, prior to the next revision. The per occurrence payments shall be made only to those bargaining unit members currently employed by CMU. Alternatively, the bargaining unit member may be given an in-load course release to accomplish this revision as part of the bargaining unit member's regular workload. All revisions will be done in collaboration with the University's instructional design team and the college Dean.
- b. Deans may approve the development of a new online course or conversion of a face-to-face course to an online course. If the bargaining unit member undertakes such a development/conversion as a supplemental assignment, the bargaining unit member will be paid a stipend of \$1,700 per credit hour upon its completion and \$500 each time the course is taught using the new course shell, up to a maximum of five (5) occurrences, prior to the first revision. The per occurrence payments shall be made only to those bargaining unit members currently employed by CMU. Alternatively, the bargaining unit member may be given an in-load course release to accomplish this development as part of the bargaining unit member's regular workload. All development will be done in collaboration with the University's instructional design team unless the Dean of the bargaining unit member's college expressly waives this requirement citing the bargaining unit member's working expertise in instructional design. No payment will be made for online courses not completed within the contracted (or established) timeframe regardless of the amount of course development completed. If an online course development contract is not completed, CMU will not use the intellectual property developed and the department will identify another on or off-campus faculty member to complete the development of the course.
- c. When a department agrees to develop or revise an online course, the Dean shall, in consultation with the department chairperson and the individual(s) approved to develop the course, determine whether this activity shall be part of the regular workload of the bargaining unit member(s) or a supplemental assignment.

**Article 31**  
**SALARY ADJUSTMENTS FOR PROMOTION**

1. A bargaining unit member who is promoted shall receive for the promotion an increase in the member's ten (10) month base salary provided such payment yields a salary for the promoted bargaining unit member at least equal to the minimum pay for the rank to which the bargaining unit member was promoted. If the increase does not yield such a salary, then the bargaining unit member shall receive a salary at least equal to the minimum pay for the rank to which the bargaining unit member was promoted. The increases will be in the following amounts:

Professor	\$7,250
Associate Professor	\$6,250
Assistant Professor	\$2,500

**Salary Adjustment for Professor**

2. Bargaining unit members who have held the rank of Professor at Central Michigan University for four (4) or more years may apply for an increment in base salary equal to the increment for promotion from Associate Professor to Professor specified in Paragraph 1 of this Article. A full Professor may receive the salary adjustment no more frequently than once every four (4) years.

**Article 32**  
**VACATIONS**

1. Full-time bargaining unit members on twelve (12) month appointments accrue vacation allowance at the rate of one-and-two thirds (1-2/3) days per month for a maximum of twenty (20) days per year. Twelve (12) month bargaining unit members who are part-time shall accrue vacation allowance prorated on the basis of the ratio of their appointment to a full-time appointment.
2. Vacation accrual shall be charged for all times when a bargaining unit member is scheduled to be performing regularly assigned duties but is away from those duties for personal reasons other than those reasons which entitle a member to other types of leave covered under the other leave provisions outlined in this Agreement.
3. Vacation shall be taken in units of one-half (½) day. Bargaining unit members shall arrange with their supervisor the scheduling of vacations. There shall be no mandatory fiscal or calendar year cutoff date for vacation usage. Maximum vacation accrual is thirty-seven and one-half (37.5) days.
4. Twelve (12) month bargaining unit members who terminate employment at Central Michigan University or transfer to a ten (10) month assignment at the University shall receive payment for accrued and unused vacation time accumulated as of their date of separation or reclassification, up to a maximum of twenty

(20) days.

### **Article 33 TRAVEL ACCIDENT INSURANCE**

1. CMU shall provide insurance for bargaining unit members traveling on official university business with coverage at a minimum of \$500,000 for accidental death or dismemberment. The dismemberment benefit may be less than \$500,000 according to the provisions of the policy.
2. Additional information regarding details of the Travel Accident Insurance Plan is available in the Risk Management Office.

### **Article 34 FLEXIBLE BENEFIT PROGRAM**

1. All bargaining unit members covered by this Agreement are eligible to participate in CMU's flexible benefit program, CMU Choices. The following benefits under CMU Choices are available to a bargaining unit member's spouse and eligible dependents: medical and prescription drug, dental and vision coverage. Other eligible individuals are eligible for dental and vision coverage.
2. The medical and prescription drug coverage will be up to four (4) plans designated by the ASSOCIATION and approved by CMU. Any proposed changes to the plans currently in place or any future plans must be submitted to CMU for review as follows:
  - a. For the desired change to be effective in any plan year commencing on or after July 1, 2019, the ASSOCIATION must provide CMU with its desired designations by the April 1 immediately preceding the MESSA open enrollment period applicable to the plan year of the desired change, or by September 30 if the changes are to other MESSA plans or only riders to existing plans are being changed.
  - b. CMU's approval will not be unreasonably withheld provided the change: is administratively feasible; will comply with all applicable rules and regulations; and will not cost CMU additional surcharges, penalties, fees or premiums obligations.
  - c. The annual MESSA open enrollment period shall be completed by November 15.
3. With CMU Choices, each bargaining unit member will have the opportunity to select from the following coverage programs. Monies contributed below may be used for other benefits under the Flexible Benefit Program (CMU Choices) with the exception of the flexible spending accounts (Health Care and Dependent Care) in Paragraph 3(f) and Dependent Life Insurance in Paragraph 3(g) of this Article, as well as with respect to any health savings accounts which may be applicable if allowed by a particular plan design.

Except for those benefits where the bargaining unit member has elected “No coverage,” in no event will excess monies be provided to the individual bargaining unit member in cash.

- a. Medical and Prescription Drug Insurance. CMU Choices provides coverage programs as described in Paragraphs 1 and 2. Whichever program is used, CMU’s monthly contributions will be according to the following model.

**CMU Monthly Contributions for Medical**

	7/1/2019 – 6/30/2022	7/1/2022 – 6/30/2024
1 Person	\$522.00	\$541.00
2 Person <sup>1</sup>	\$1,146.00	\$1,188.00
Family	\$1,388.00	\$1,439.00

- b. Dental Insurance. CMU Choices provides bargaining unit members a choice between two coverage programs: D100/50/50 or 100/75/50/50. Whichever program is chosen, CMU’s monthly contributions will be:

**CMU Monthly Contributions for Dental**

	7/1/2019-6/30/2022	7/1/2022-6/30/2024
1 Person	\$27.69	\$28.24
2 Person <sup>1</sup>	\$57.04	\$58.18
Family	\$71.17	\$72.59

- c. Life and Accidental Death and Dismemberment (AD&D) Insurance. CMU Choices provides coverage options of 1, 1.5, 2, 3, and 4 times the bargaining unit member’s base salary, according to the terms of the policy. A bargaining unit member must elect a coverage level of at least 1 times the member’s base salary. CMU will contribute an amount per month per \$1000 of coverage equivalent to 1.5 times the bargaining unit member’s base salary that will fully pay the premium for this amount of coverage. Each coverage option contains an equal amount of additional benefit in the form of AD&D coverage.
- d. Long Term Disability Insurance.

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<sup>1</sup> Defined as bargaining unit member and spouse, bargaining unit member and one child, or bargaining unit member and other eligible individual (if eligible).

1. CMU Choices provides coverage of 67% of a bargaining unit member's base salary, according to the terms of the policy. CMU will contribute an amount per year per \$100 of the bargaining unit member's base salary that will fully pay the premium for the 67% coverage.
  2. The Total Disability Income Protection Plan provides for continuation of retirement funding while the bargaining unit member is receiving benefits. The amount paid into the plan is approximately the same as would normally have been made when integrated with the social security contribution and other funding factors which are applicable at the time. The carrier for the plan adjusts the payment rates from time to time to reflect changes in the funding factors. Pension contribution benefit will be made to the bargaining unit member's 403(b) Basic Retirement contract.
  3. Prior to returning to work from total disability leave, a bargaining unit member will be required to submit to CMU a physician's statement certifying that the bargaining unit member is sufficiently recovered to resume regularly assigned duties and indicating any limitations that may interfere with the bargaining unit member performing assigned duties. The college shall hold a tenure-track position for the bargaining unit member on total disability leave for two (2) years from the time the total disability began (defined as from the time a bargaining unit member began full time sick leave). After that time, the return to work of the bargaining unit member is subject to the availability of a position for which the bargaining unit member is qualified, as determined by the Dean.
- e. 1. Short-Term Disability & Sick Leave Bank. CMU Choices provides for short-term disability insurance to bargaining unit members. This insurance is optional, and where the bargaining unit member might elect coverage, the bargaining unit member pays the entire premium cost of the coverage.
2. Bargaining unit members may wish to weigh carefully any election of Short Term Disability coverage because they have access to the Sick Leave Bank, which was designed to cover all but extreme short-term disability situations. Therefore, bargaining unit members considering enrollment in the university's short-term disability insurance plan should contact the ASSOCIATION and/or the Benefits & Wellness Office before doing so.
- f. Flexible Spending Accounts. CMU Choices provides Health Care and Dependent Care tax saving flexible spending accounts. Bargaining unit members may elect to contribute amounts on a pre-tax basis to one or both accounts. Federal tax rules establish the administrative requirements associated with these accounts.
- g. Dependent Life Insurance. A bargaining unit member may purchase dependent life insurance for the bargaining unit member's spouse or other eligible individual and/or children on an after-tax basis. Coverage for a bargaining unit member's spouse or other eligible individual (under age 70) in the amount of \$10,000, \$25,000, \$50,000, \$75,000 or \$100,000 is available with premium costs based on the age of the spouse and coverage level. Coverage for a bargaining unit member's child(ren) is

available in the amounts of \$10,000 or \$25,000, with certain age restrictions.

- h. Vision Care. CMU Choices provides for a bargaining unit member to purchase vision care insurance coverage for the bargaining unit member, for the bargaining unit member's spouse or other eligible individual and/or children on a pre-tax basis. The bargaining unit member shall be responsible for the entire cost of the premium.
4. An initial enrollment period will be held to afford new bargaining unit members the opportunity to make benefit selections. Annually, an open enrollment period will be held to provide bargaining unit members the opportunity to change their selections.
5. Bargaining unit members may make coverage changes consistent with changes in their status during the plan year. Examples of status changes are birth, marriage, and loss of employment by spouse or dependent. These coverage changes must be made in the Benefits & Wellness Office, Rowe Hall, within thirty (30) calendar days of the event resulting in a status change.
6. All insurance coverages become effective the first day of the bargaining unit member's employment.
7. All insurance coverages terminate on the day the bargaining unit member's employment terminates unless the ten (10) month bargaining unit member has worked the entire academic year (Fall and Spring Semesters) in which case the bargaining unit member will be entitled to insurance coverage through August 15 of the current year.
8. Bargaining unit members whose spouses are also CMU employees will not be allowed to carry duplicate coverage for themselves, their spouse or their dependents through CMU nor will they be permitted to combine their medical and dental CMU contributions for the purchase of higher cost benefits.
9. Additional information regarding CMU Choices and the details of specific coverages is available in the CMU Choices Flexible Benefit Plan plan document and in the Benefits & Wellness Office, Rowe Hall.

### **Article 35**

#### **OTHER ELIGIBLE INDIVIDUAL BENEFITS**

In addition to benefits specified in this Agreement, the eligibility criteria for qualified Other Eligible Individuals will be as determined by applicable University program and policy as described in the University's "Other Eligible Individual" program and/or applicable plan.

## **Article 36 RETIREMENT**

### **Contribution to Retirement Programs**

1. CMU will continue to contribute to Michigan Public School Employees Retirement System (MPERS) on behalf of bargaining unit members who were employed at CMU and enrolled in MPERS on December 31, 1995. Enrollment in MPERS will not be an option for bargaining unit members newly appointed on or after January 1, 1996, unless specifically provided by Michigan statute. Effective January 1, 2000, bargaining unit members enrolled in MPERS may purchase service credit toward retirement with pre-tax dollars.
2. CMU will continue to contribute twelve percent (12%) to the defined contribution Retirement Program on behalf of bargaining unit members employed by CMU on September 1, 1996 and individuals under contract by September 1, 1996, except for those enrolled in MPERS.
3. CMU will continue to contribute ten percent (10%) to the defined contribution Retirement Program on behalf of bargaining unit members who began employment at CMU after September 1, 1996, except for those individuals under contract by September 1, 1996 or those eligible and enrolled in MPERS.
4. TIAA will be a vendor in the defined contribution Retirement Program. Bargaining unit members participating in the defined contribution Retirement Program may choose any of the options made available by the program vendor(s) which are permitted under Michigan law and which are approved by CMU.
5. Bargaining unit members may elect to participate in tax-deferred retirement programs through a salary reduction agreement with CMU. A limited number of program vendors, including TIAA, will be selected by CMU. CMU will remit the bargaining unit member's contribution to the plan record-keeper.
6. Additional information regarding details of MPERS, the defined contribution Retirement Program, SRAs, and the additional 403(b) supplemental retirement plan options is available in the Benefits & Wellness Office, Rowe Hall.

### **Eligibility**

7. Bargaining unit members meeting one of the following criteria qualify for retirement from Central Michigan University:
  - a. At least 10 years of benefits eligible Central Michigan University service and at least age 55, or
  - b. At least 25 years of benefits eligible Central Michigan University service at any age, or
  - c. At least 10 years of benefits eligible Central Michigan University service at any age if totally and



permanently disabled as determined by the Social Security Administration.

### **Medical and Prescription Drug Insurance**

8. A bargaining unit member who retires from Central Michigan University shall be eligible to continue the group medical and prescription drug insurance coverage the bargaining unit member had while a Central Michigan University employee through direct pay with MESSA, as long as MESSA continues to allow this. The full cost of this coverage shall be borne by the retiree.

### **Article 37 TUITION BENEFIT**

1. Bargaining unit members, their spouses and/or dependent child(ren) and/or Other Eligible Individuals shall be given the opportunity to take Central Michigan University courses on a tuition benefit credit basis under CMU's tuition benefit policy. The maximum benefit credit is limited to the CMU in-state, on-campus rate. Bargaining unit members may also audit Central Michigan University courses and receive the tuition remission. Part-time bargaining unit members are entitled to tuition benefit credit prorated on the proportion of their part-time appointment to full-time employment. The Student Activity Center fee, Student Services fee, and any special course fees or incidental fees, such as the late registration fee, parking fee, etc., and any tuition costs in excess of in-state, on-campus tuition rate are not covered by tuition benefit and are ultimately the responsibility of the employee. Full details of the tuition benefit policy are available in the Benefits & Wellness Office or can be found on the web at [https://www.cmich.edu/docs/default-source/president's-division/general-counsel/administrative-policy-docs/4/p04009.pdf?sfvrsn=a4a63cac\\_35](https://www.cmich.edu/docs/default-source/president's-division/general-counsel/administrative-policy-docs/4/p04009.pdf?sfvrsn=a4a63cac_35)
2. Conditions for participation:
  - a. The participant(s) must have been admitted to Central Michigan University by the Admissions Office or the College of Graduate Studies.
  - b. Each bargaining unit member on a full-time appointment is eligible to receive a tuition benefit credit for up to twenty-four (24) hours per benefit year.
  - c. Eligibility certification under university procedure must be completed prior to enrollment.
3. Tuition benefit credit for bargaining unit members for the College of Medicine shall be applied at the regular, on-campus tuition charged to Michigan residents for doctoral credit hours.

**Article 38**  
**PARKING PERMIT**

A bargaining unit member may purchase a parking permit for a single vehicle, valid for all times of the year during which a parking permit or day ticket is required. The annual cost of a parking permit is not to exceed \$200 for the life of this Agreement.

**Article 39**  
**RELEASED TIME FOR FACULTY ASSOCIATION PRESIDENT**

The President of the ASSOCIATION shall be granted half-time ( $\frac{1}{2}$ ) release from normal professional duties for the academic year. The rights of the President of the ASSOCIATION under this Agreement will not be altered by this provision.

**Article 40**  
**MONETARY AWARDS**

1. Before any new university-wide monetary award program is implemented for faculty, or before any existing university-wide monetary award program is modified, it shall be referred to the Academic Senate for its review and recommendation. Recommendations of the Academic Senate regarding such awards must be approved by CMU and the ASSOCIATION prior to implementation.
2. Before any new college/department monetary award program is implemented for faculty, or any existing such program is modified, it shall be referred to the bargaining unit members in that college/department for review and approval via a secret, written ballot.

**Article 41**  
**CONTINUITY OF OPERATIONS**

The ASSOCIATION, its officers, agents, affiliates, members, and employees agree that, so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort not to meet classes, boycott or similar acts constituting a strike. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension; and this provision shall not be by way of limitation on CMU's right to any other remedy under law for such violation. In the event that any member or members of the bargaining unit represented by the ASSOCIATION engage in any of the above activities, the President of the ASSOCIATION or a representative thereof shall, upon request from CMU, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their employment-related responsibilities.

**Article 42**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the ASSOCIATION and CMU.

**Article 43**  
**VALIDITY**

This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' position with respect to collective bargaining laws; but, if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

**Article 44**  
**TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the ASSOCIATION and CMU and shall remain in full force and effect until midnight June 30, 2024, at which time it will terminate.


**SIGNATORIES:**

**CENTRAL MICHIGAN UNIVERSITY**

  
Robert O. Davies, President


  
Mary C. Schutten, Provost

**NEGOTIATING COMMITTEE**

  
Dennis R. Armistead

  
Scott J. Hoffinan

  
Shellie L. Haut Root

  
Elizabeth A. Kirby

  
Richard M. Rothaus

  
Robert A. Boonfn, Counsel

**CENTRAL MICHIGAN UNIVERSITY**

  
Kristina E. Rouech, Secretary


**NEGOTIATING COMMITTEE**

  
Heather E. Polinsky

  
Heather E. Polinsky

  
Frimpomaa D. Ampaw

  
Jona.than G. Truitt

  
Kurt A. Murray, Michigan Education Association

**LETTER OF AGREEMENT #1  
REORGANIZATION**

The parties agree, for the life of this Agreement, that the term "department" defined in Article I (Definitions) of this Agreement shall include other academic units to which bargaining unit members will be reassigned as a result of a reorganization implemented during the term of this Agreement. The sole purpose of this Letter of Agreement is to extend current Agreement provisions pertaining to departments to bargaining unit members under a new organizational structure.

**CENTRAL MICHIGAN UNIVERSITY**

Roberto Davila

Mary C. Schutten  
Mary C. Schutten, Provost

Dennis R. Armistead  
Dennis R. Armistead, Executive Director

**CENTRAL MICHIGAN UNIVERSITY**

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Raymond W. Francis, President

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Heather Polinsky  
Heather E. Polinsky, Co-Chair



**LETTER OF AGREEMENT #2  
RESEARCH MISCONDUCT POLICY AND PROCEDURES**

Central Michigan University (CMU) and the Central Michigan University Faculty Association (FA) have entered into this Letter of Agreement concerning research misconduct at the University. The parties agree that to the extent the Research Misconduct Policy and Procedures (policy)\* applies to bargaining unit members, it becomes part of the current Agreement.

1. FA bargaining unit members are covered by and subject to the provisions in the policy.
2. Any alleged violation of this policy is grievable by bargaining unit members under the applicable CMU/FA Agreement.
3. Because of a potential conflict of interest, no bargaining unit members shall serve on an investigative committee involving an allegation against another bargaining unit member.
4. Nothing contained in this Letter of Agreement or the policy is intended as a waiver of the parties' future bargaining rights with respect to those aspects of the policy which are mandatory subjects of bargaining.
5. Where required by federal and state laws, rules and regulations, CMU will adhere to any additional requirements and responsibilities beyond those specified in the policy.

\*A copy of the Research Misconduct Policy and Procedures is available from the Office of Research and Sponsored Programs and can be found at [https://www.cmich.edu/office/president/general\\_counsel/Pages/policies.aspx](https://www.cmich.edu/office/president/general_counsel/Pages/policies.aspx).

**CENTRAL MICHIGAN UNIVERSITY**

**Rob O'Donnell**   


  
Mr. Rob O'Donnell, Provost

  
Dennis R. Armistead, Executive Director

**CENTRAL MICHIGAN UNIVERSITY  
FACULTY ASSOCIATION**


  
Heather E. Polinsky, Co-Chair

**LETTER OF AGREEMENT #3**  
**NCAA AND MID-AMERICAN CONFERENCE RULE INFRACTIONS**  
**CMU INVESTIGATION PROCESS**

CMU and the ASSOCIATION have entered into this Letter of Agreement concerning an investigation process pertaining to NCAA, Mid-American Conference, or other conference of affiliation rules infractions. The parties agree that, to the extent investigations of such rule infractions apply to bargaining unit members, the following investigation process becomes part of the current Agreement.

1. Central Michigan University (CMU) is a member of the National Collegiate Athletic Association (NCAA), the Mid-American Conference (MAC), or other conference of affiliation, and, therefore, is required to administer its athletics programs in accordance with the constitution, bylaws and other legislation (collectively called "rules and regulations," herein also referred to as "rules") of the NCAA, the MAC, or other conference of affiliation. The enforcement procedures of the NCAA are applied to CMU when CMU fails to fulfill the obligation to apply and enforce NCAA rules.
2. An infraction, or violation, is a breach of an NCAA, MAC, or other conference of affiliation rule. An infraction is called a secondary violation if it provides only a limited recruiting or competitive advantage and it is isolated or inadvertent in nature. All infractions other than secondary violations are called major violations, specifically including those that provide an extensive recruiting or competitive advantage. Repeated secondary violations may also be identified by the NCAA, MAC, or other conference of affiliation as a major violation.
3. Bargaining unit members in Intercollegiate Athletics (herein called "coaches") are required to comply with applicable NCAA, MAC, or other conference of affiliation rules. The individual employment contract of a coach shall include the stipulation that a coach who is found in violation of NCAA regulations "...shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures ... and the stipulation that the coach may be suspended for a period of time, without pay, or that the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations." [NCAA Division I Manual: Constitution, Operating Bylaws, Administrative Bylaws, Article 11.2.1] Coaches are also required to comply with university rules/policies as specified in their employment contracts.
4. If CMU is aware that a coach has violated an NCAA, MAC, or other conference of affiliation rule, NCAA procedures hold CMU responsible to self-report that infraction to the NCAA, MAC, or other conference of affiliation. Self-disclosure is considered by the NCAA in establishing penalties, and, if CMU reports an alleged infraction prior to it being otherwise reported to the NCAA, MAC, or other conference of affiliation, such disclosure shall be considered a mitigating factor in determining the institutional and individual penalties and/or corrective actions. However, CMU shall conduct investigations of alleged infractions in a manner consistent with Article 16 of the Agreement, except as specifically allowed in Paragraph 6 below. There are no circumstances where it is appropriate for any CMU administrator to advise a coach that the coach should not consult the Faculty Association and/or should not file a grievance.

5. As soon as CMU is aware that a coach may have violated an NCAA, MAC, or other conference of affiliation rule, CMU's NCAA Compliance Officer will notify and consult with Faculty Personnel Services, and will either individually or with assistance from other university officials promptly conduct an inquiry into the alleged infraction(s) of NCAA, MAC, or other conference of affiliation rules by the coach. Upon completion of the inquiry, the Compliance Officer will provide the President, Faculty Personnel Services and the Athletic Director with a written report which shall include the alleged infraction(s), the applicable NCAA bylaws, whether (based upon NCAA case precedent) the possible infraction(s) would be secondary or major violations, preliminary facts, issues and recommendations.
6. If the written inquiry report of the Compliance Officer concludes there is reason to believe an infraction(s) occurred and it would be a secondary violation, the Compliance Officer and the coach may agree to the following informal investigation process, after the coach has been given an opportunity to consult with a Faculty Association representative.
  - a. The coach will be informed of the inquiry results (including the action that is allegedly a violation, the applicable NCAA bylaws, and the appropriate facts), given the opportunity to respond, and advised of any proposed discipline or corrective actions.
  - b. If there is no substantial dispute between the coach and CMU regarding the facts and/or the proposed discipline or corrective actions, the informal investigation will be ended and, as appropriate, discipline and/or corrective actions will be imposed. In this event, the coach will be given the opportunity to have Faculty Association representation. If this election is made, a representative of Faculty Personnel Services will also be present. An institutional self-report will be sent to the NCAA.
  - c. If there is a substantial dispute between the coach and CMU regarding the facts and/or the proposed discipline or corrective actions, the informal investigation process will become the formal process described in Paragraph 7.
7. The formal investigation process applies in three circumstances where:
  - a. the written inquiry report of the Compliance Officer concludes that the alleged infraction would be a secondary violation, and the coach, after being given an opportunity to consult with a Faculty Association representative, decides not to use the informal investigation process described in Paragraph 6, or
  - b. the written inquiry report of the Compliance Officer concludes that the alleged infraction would be considered a major violation, or
  - c. Faculty Personnel Services concludes from its review of the written inquiry report of the Compliance Officer that the situation also involves a possible violation of CMU rules or policies.



8. The formal investigation process is as follows:
  - a. The Compliance Officer notifies the coach in writing of the alleged infraction and whether, based upon NCAA case precedent, the alleged infraction would be considered a secondary or a major violation, and that the coach has the right to Faculty Association representation. A copy of this notification will be provided to the Athletic Director, the President, and Faculty Personnel Services.
  - b. The Compliance Officer and Faculty Personnel Services will jointly conduct an investigation, consistent with Article 16 of the Agreement and with NCAA, MAC, or other conference of affiliation rules.
  - c. The following are examples of requests that will be made of the coach:
    1. answers to questions related to the alleged infraction,
    2. materials relating to the alleged infraction, which materials are solely within the possession of the coach, and
    3. a written statement responding to the alleged infraction and describing any mitigating circumstances as to why the alleged infraction occurred.
  - d. If the Compliance Officer concludes there is reason to believe no infraction occurred, the Compliance Officer will prepare a self-report and file it in the CMU Athletics office. Unless requested by the coach, there will be no record of the inquiry in the coach's official personnel file. After two years, the self-report will be destroyed unless the Compliance Officer has sent a copy of the self-report to the NCAA, MAC, or other conference of affiliation.
  - e. If the Compliance Officer concludes that there is reason to believe an infraction occurred, the Compliance Officer will prepare a written draft institutional self-report and send a copy to the coach. If the coach disputes the facts regarding the action(s) as described in the report, the coach may submit a written response which will be considered by CMU as it finalizes its institutional self-report. Such written response from the coach will be included as part of the final institutional self-report. Following this, CMU will provide the coach and the Faculty Association a written decision regarding what disciplinary and/or corrective actions, if any, is/are to be taken, together with a rationale for the decision. The coach may submit a written response to the proposed actions. A copy of the written decision and the coach's response will be attached to the institutional self-report before it is sent to the NCAA.
9. CMU will determine disciplinary and/or corrective actions after reviewing NCAA case precedent, advisement from the NCAA, MAC, or other conference of affiliation, and penalties suggested by NCAA Operating Bylaws.

10. All letters of discipline (e.g., admonishment, reprimand, suspension) will be signed by the Athletic Director. Such letters will be forwarded to the President and to Faculty Personnel Services and placed in the coach's official personnel file. Letters must be reviewed by Faculty Personnel Services or the General Counsel before they are signed by the Athletic Director.

11. As necessary, this Letter of Agreement may be reviewed and amended upon agreement of CMU and the Faculty Association for the life of the current Agreement.

CENTRAL MICHIGAN UNIVERSITY

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Robert O. Davie \_\_\_\_\_

Raymond W. Francis, President

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Maury C. Schutten, Provost

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Heather Polinsky

\_\_\_\_\_ *Dennis R. Armistead*  
Dennis R. Armistead, Executive Director

Heather E. Polinsky, Co-Chair

**LETTER OF AGREEMENT #4  
CIVIL HEALTH INSURANCE CONTRIBUTION AGREEMENTS**

1. The parties hereto agree that the ASSOCIATION will review CMU's medical insurance contributions specified in Article 34, Paragraph 3 of the Agreement on an annual basis to consider recalibrating CMU's contributions due to changes in the demographics of those electing to be covered by CMU sponsored medical insurance and the premium rate changes for that coverage, once known, for the following plan year.
  - a. The request for a recalibration under this Letter of Agreement must be made by the ASSOCIATION by September 1 of each year of the 2019-2024 Agreement.
  - b. The parties agree that the final recalibrated numbers, consistent with this Letter of Agreement, will be submitted by the ASSOCIATION within five (5) business days after its receipt of the premium rates for the following plan year, but no later than four (4) business days prior to the following first Monday in November. If this deadline is not met for reasons beyond their control, then the parties will endeavor to have the recalibration implemented as soon as feasible.
  - c. The ASSOCIATION agrees that any recalibration of those contributions shall be cost neutral to CMU. Changes to medical insurance contributions may be made to single person, two person and family levels. No changes will be allowed to the "pay-back" amount for members electing no coverage.
  - d. For example: Assume that the total University medical insurance cost is comprised of a breakdown of faculty positions and contributions levels associated with 1 person (1P), 2 person (2P), family (F), and no coverage. For demonstration purposes, if the current monthly contributions are \$100 (1P), \$200 (2P), \$300 (F) and totals \$200,000 for the year, the ASSOCIATION may reallocate the University contributions for the following year to \$95 (1P), \$205 (2P), and \$307 (F) as long as the projected aggregate cost (based on the same number of positions) remains at \$200,000 for that year.

**CENTRAL MICHIGAN UNIVERSITY**

  
\_\_\_\_\_  
Robert O. Davies, President

  
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Mary C. Schutten, Provost

  
\_\_\_\_\_  
Dennis R. Armistead, Executive Director

**CENTRAL MICHIGAN UNIVERSITY  
FACULTY ASSOCIATION**

  
\_\_\_\_\_  
Philip J. Squatrito, Co-Chair

  
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Heather E. Polinsky, Co-Chair

**LETTER OF AGREEMENT #5  
RETIREMENT SERVICE AWARD**

Bargaining unit members employed by Central Michigan University in the bargaining unit who were on the payroll or on leave of absence prior to March 1, 1976, and who retire as specified in Article 36 (Retirement), shall receive a retirement service award of one-and-one-half percent (1 1/2%) of the bargaining unit member's current ten (10) month base salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.

For purposes of Paragraph I, bargaining unit members who retire at age 55-59 with at least fifteen (15) but less than thirty (30) years of service shall receive a retirement service award calculated according to the same method but multiplied by 55/60 if age fifty-five (55), 56/60 if age fifty-six (56), etc. The proration of the award is waived by CMU when an eligible bargaining unit member under age sixty (60) has entered into a retirement incentive agreement with CMU.

In case of the death of a bargaining unit member who had been on the payroll or on leave of absence prior to March 1, 1976, the retirement requirements are waived and an amount equal to the retirement service award will be paid to the estate of the bargaining unit member.

Additional information regarding details of the retirement service award is available in the Benefits Office, Rowe Hall.

This Letter of Agreement shall continue in effect until all eligible bargaining unit members have either retired or are otherwise no longer employed in the bargaining unit.


**CENTRAL MICHIGAN UNIVERSITY**

**CENTRAL MICHIGAN UNIVERSITY**

\_\_\_\_\_  
Robert O. Davis

  
Raymond W. Francis, President

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Mary C. Schutten, Provost

  
Dennis R. Armstrong, Executive Director

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Heather E. Polinsky, Co-Chair

**LETTER OF AGREEMENT #6  
JOINT APPOINTMENTS WITH CIVIL**

Bargaining unit members who accept a joint appointment with the Central Michigan University College of Medicine will remain in the bargaining unit. Faculty whose primary appointment is in the College of Medicine will be excluded from the unit pursuant to Article 2. It is not the intent of CMU to issue joint appointments to bargaining unit members for purposes of converting their appointment to the College of Medicine, or to reorganize current academic departments or units from their college to the College of Medicine.

"Primary appointment" also shall be understood to refer to the college, department or unit of the University whose Bylaws contain procedures, standards and criteria applicable to the faculty member's reappointment, promotion and/or tenure, among other personnel actions.

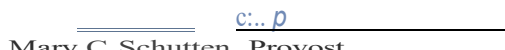
It is not the intent of the parties to abrogate the provisions of Article 20 of this Agreement.

CENTRAL MICHIGAN UNIVERSITY

  
Robert Dagf

CENTRAL MICHIGAN UNIVERSITY

  
Raymond W. Francis, President

  
Mary C. Schutten, Provost

  
Dennis R. Armistead, Executive Director

  
Heather E. Polinsky, Co-Chair

**LETTER OF AGREEMENT #7**  
**REVIEW OF DEPARTMENT PROCEDURES, CRITERIA,**  
**STANDARDS, AND BYLAWS**

1. With regard to Article 10 of this Agreement, either the department or the administration may request resolution of any differences that may arise between them through the process described below if any of the following applies:
  - a. With respect to new departments, the administration does not accept the department's rationale and proposed changes, following the procedures described in paragraphs 5-8; or,
  - b. With respect to existing departments, the department and the administration disagree on proposed changes subject to the conditions set forth in paragraph 14.a of Article 10 of this Agreement. This applies both in the case of proposals originating from the department and proposals originating from the administration; or,
  - c. With respect to paragraph 14.b, the department has failed to provide the administration with proposed changes designed to meet a major concern expressed by the administration within seventy-five (75) days of having received such a request.
  - d. If, after at least one resubmission, both the department and the administration reasonably believe that they are unlikely to resolve their differences, by mutual agreement they may request Faculty Personnel Services to proceed to Step 1 of the Resolution Process.
2. If either party exceeds its time limit, including agreed upon extensions, for an action at any step in the review process as specified in paragraph 10 and 14.a of Article 10 of this Agreement, the offending party forfeits its right to refer the matter to this resolution process and pursue its position on proposed changes without the consent of the other party. The non-offending party may then refer the matter to Step 1 of the Resolution process, or terminate the review process, with any agreed upon changes taking effect in accordance with paragraph 12.

**3. Resolution Process:**

For the purposes of this Letter of Agreement, "days" means consecutive calendar days (excluding Saturdays and Sundays) on which classes are scheduled to meet on the campus during the Fall and Spring Semesters, including final exam weeks.

**4. Step 1:**

- a. Within twenty-five (25) days of a request for resolution, the parties will meet at least once to discuss their differences and attempt a resolution thereof;

- b. The parties will notify the other side at the Step 1 meeting, in writing, of the unresolved issues they intend to address in this resolution process together with the proposed change and an accompanying rationale for each issue. The parties are encouraged, but not required to share the written notice with the other side prior to the Step 1 meeting.
- c. If resolution is not achieved via Step 1, the parties will proceed to Step 2.

## **5. Step 2:**

If any differences remain, within five (5) days after the Step 1 notice is received, Faculty Personnel Services will convene a facilitation team composed of two persons, one selected by the administration and one by the ASSOCIATION, that will meet with the parties jointly in an effort to resolve these differences. The facilitation team will meet with the parties within ten (10) days of having been convened. If the differences are not resolved within fifteen (15) days, the parties shall proceed to Step 3.

## **6. Step 3:**

- a. The parties shall submit their differences in writing to a Review Committee composed of the following seven (7) members: three persons selected by the administration, three persons selected by the ASSOCIATION in consultation with the department, and one person jointly selected by the administration and the ASSOCIATION. None of the members of the Review Committee may be affiliated with the office of the Dean or the department involved in this matter.
- b. The ASSOCIATION and the administration will each maintain a pool of individuals from which will be selected the members of the Review Committee. The parties shall provide a copy of the written notice outlined in paragraph (b) under Step 1 (above) to the Review Committee within five (5) days of the Review Committee's formation.
- c. The Review Committee shall be constituted and convened within twenty (20) days of a request for its review of the issues between the parties.
- d. The Review Committee shall have full and final authority to render a determination in favor of either party, or to determine a solution of its own choosing, provided such solution is in compliance with existing University policies and procedures and this Agreement.
- e. The Review Committee shall render by majority vote its recommendation(s) for resolution of the issues between the parties within twenty (20) days of having been convened.
- f. The parties shall have thirty (30) days from the date the Review Committee renders its recommendation(s) in which to enter discussions with one another in a final effort to reach an agreement to their differences. If, at the end of this thirty (30) day period, the parties have not reached a mutual agreement, the recommendation(s) of the Review Committee shall be implemented. In this case, the

determination and/or decision of the Review Committee shall be binding upon the department and the administration.

- g. The provisions of Article 8 (Grievance Procedure) of this Agreement are not applicable to any aspect of the Review Committee process and/or outcome.

The administration and the ASSOCIATION agree that this Letter of Agreement is in effect for the duration of this Agreement only.

CENTRAL MICHIGAN UNIVERSITY


CENTRAL MICHIGAN UNIVERSITY

  
Robert O. Davies, President

  
Raymond W. Francis, President

  
Mary C. Schutten, Provost

  
Heather E. Polinsky, Co-Chair

  
Dennis R. Altmire, Executive Director

  
Heather E. Polinsky, Co-Chair



**LETTER OF AGREEMENT #8**  
**IMPLEMENTATION OF EXTERNAL EVIDENCE OF EXTRAORDINARY SCHOLARLY AND/OR**  
**CREATIVE ACHIEVEMENTS FOR EARLY TENURE AND EARLY PROMOTION DECISIONS**

1. The parties agree that it is a reasonable expectation that bargaining unit members' scholarly and/or creative work judged to be extraordinary for the purposes of satisfying the requirements for early tenure and early promotion should be viewed as being of high quality by entities outside of CMU that are appropriate to the work involved. Therefore, the parties agree to this process to implement a requirement that the portfolio for all early applications must include evidence that indicates that the bargaining unit member's scholarly and/or creative work is viewed as being of high quality by appropriate and respected external entities.
2. Such evidence shall be established by: review letters from respected scholars or practitioners, as appropriate, in the relevant discipline; respected awards and distinctions from external organizations of national or international scope; inclusion in highly selective juried competitions of national or international scope; acceptance of scholarly work in venues of particularly high quality; or other evidence of similar prestige.
3. In order to implement this requirement, the parties agree that departments that do not already require some form of external assessment of scholarship for early tenure and early promotion decisions consistent with Paragraph 2, above, will propose a procedure, including specification of acceptable evidence of extraordinary achievement as appropriate to the relevant discipline(s), for incorporation into the bylaws no later than during the department's next regularly scheduled bylaw review process commencing September 2019 or later. Departments that are presently in the process of revising their bylaws (i.e., a process that commenced prior to September 2019) and departments with currently settled bylaws may propose this modification as part of the open revision process or as a standalone revision, or may decide to wait for the next revision at the sole discretion of the department. If a department decides to propose a standalone revision, the Dean, Provost, and Faculty Personnel Services may only respond to the proposed change and may not open other parts of the bylaws. Regardless of which revision process is followed, once the bylaws with the new requirement are approved, the implementation for bargaining unit members in the affected department will be in accordance with the terms of Article 10, Paragraph 12.
4. CMU has a preference for review letters from respected scholars in the relevant discipline at Carnegie Classification R1 or R2 institutions of higher learning with the rank of no less than Associate Professor. The parties agree that such letters may be appropriate in certain disciplines but may be less so in others. If a department proposes with sound justification the use of evidence of external assessment other than review letters, CMU agrees to give due consideration to the department's position against the use of such letters. The parties agree that the purpose of this requirement is to provide useful information to assist the department, Dean and Provost in assessing the quality of the bargaining unit member's scholarly and/or creative work and that there are many forms of evidence that can accomplish this. However, the parties agree that scholarly achievement must be extraordinary for the granting of these early decisions, as defined herein and in Article 14, Paragraph 37.
5. If external review letters are used, the parties agree that the following conditions shall apply:

- a. If the department is to obtain the review letters, the bargaining unit member must be given the opportunity to suggest individuals that should and should not be asked to provide letters.
  - b. Letter writers may not be scholarly or professional collaborators with the bargaining unit member, nor previously have been such within the prior ten years.
  - c. Letter writers will only be asked to comment on the quality of the bargaining unit member's scholarly and/or creative work.
  - d. All external letters or other evaluations, including the identity of the source, obtained directly by CMU shall be subject to the terms of Article 14, Paragraph 30; letter writers will be informed of this when asked to supply their letters.
  - e. Letter writers will be provided basic demographic information about CMU, its Carnegie classification, the undergraduate and graduate programs offered by the bargaining unit member's home department, and the bargaining unit member's teaching load during the period of review. A copy of the department's request letter will be shared with bargaining unit member.
6. The parties agree that the foregoing applies only to early tenure and early promotion applications, which require the demonstration of extraordinary achievement and does not impact the rights or obligations with respect to other personnel decisions. The parties agree that while CMU may ask departments to consider requiring external assessment for regular personnel decisions if departments may choose to do so, CMU will not refuse to approve department bylaws in cases where departments decline to add such a requirement for those decisions.

CENTRAL MICHIGAN UNIVERSITY

Robed Dr. ijj, i, i, ?

Mary C. Schutten, Provost

Dennis R. Annistead, Executive Director

CENTRAL MICHIGAN UNIVERSITY  
FACULTY ASSOCIATION

Q10L S.

Philip J. Squatrito  
Philip J. Squatrito, Co-Chair

Heather Polinsky  
Heather E. Polinsky, Co-Chair

## EXHIBIT A\*

TO: Faculty Members

FR: Faculty Personnel Services

RE: Location of Personally-Identifiable Information

You have requested a review of your personnel file. This is to notify you that other offices on campus hold files that may contain personnel records or other personnel-related records of 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 though an attempt has been made to identify most offices and information pertaining to you. As to references to medical records and evaluations, CMU is committed to providing the privacy afforded by applicable state and federal law. Examples of such materials that may be in your personnel records or personnel-related records include but are not limited to leave requests, workers' compensation matters, requested accommodations due to disabilities, and circumstances where job performance is impacted by an employee's medical condition.

1. ACADEMIC SENATE  
University committee assignments; grant applications
2. ADMISSIONS  
Applications; transcripts; recommendations; test scores
3. OFFICE OF CIVIL RIGHTS AND INSTITUTIONAL EQUITY  
Grievances; activity records; racial/ethnic identification records; search waiver request records; and military voluntary self-identification forms
4. CENTRAL HEALTH IMPROVEMENT PROGRAM (CHIP)  
Fitness, rehabilitation, medical, workers' compensation, and accident records
5. COLLEGE OF GRADUATE STUDIES, OFFICE OF RESEARCH AND SPONSORED PROGRAMS  
Applications; transcripts; recommendations; immigration material; on-campus graduate faculty application materials; internal and external grant and contract application materials; Institutional Review Board application materials; test scores; IACUC application materials; research integrity and graduate academic integrity files; patent materials

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\* The provisions of this memorandum are not grievable under the terms of this Agreement.

6. COUNSELING CENTER  
Counseling records
7. HUMAN GROWTH AND DEVELOPMENT LAB  
Medical records
8. HUMAN RESOURCES - STAFF  
Employment application/resume; academic transcripts; personnel transaction forms; salary letters; sick leave/disability certificates or letters; medical records and evaluations, ability to work correspondence; disciplinary records; I-9 and citizenship status records; pre-employment medical examination records; performance evaluations; unemployment claim records; general benefits records; retirement records; tuition benefit plan records; professional development and employee training records; affidavit for other eligible individuals
9. INTERNATIONAL EDUCATION, OFFICE OF  
Visa records
10. LIBRARIES  
Salary data; student evaluation surveys
11. PAYROLL & TRAVEL SERVICES  
Payroll history reports; time and attendance records; salary records; payroll deduction authorizations; retirement contribution reports; direct deposit banking information; employee expense vouchers; business credit card applications; Fed (& MI) W-2, W-4, and W-5
12. FACULTY APPROVAL SERVICES/ACADEMIC ADMINISTRATION  
Resumes; transcripts; applications; teaching approval forms; recommendations; End-of-Course data; personnel transaction forms; performance management records; performance evaluations; course contracts; compensation adjustment information
13. PROVOST'S OFFICE/FACULTY PERSONNEL SERVICES  
Employment application/vitae; academic transcripts; appointment letters; compensation letters; personnel transaction forms; supplemental pay activity; sick leave/disability certificates or letters; medical certifications, ability to return-to-work correspondence; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; I-9 and citizenship status records; retirement service award records
14. PSYCHOLOGY CLINIC  
Medical records

15. PUBLIC RELATIONS AND MARKETING  
Curriculum vitae; background information; news releases; summary of areas of expertise
16. REGISTRAR  
Transcripts
17. RESIDENCE LIFE  
Rental applications and agreements
18. SCHOOL/COLLEGE OR DEPARTMENT IN WHICH EMPLOYED  
Employment application/vitae; medical certifications, ability to return-to-work correspondence; academic transcripts; personnel transaction forms; salary letters; sick leave/disability certificates or letters; materials concerning reappointment, tenure, and promotion; disciplinary records; sabbatical leave records; grant applications; professional development records; teaching assignments; reclassification correspondence; performance evaluations
19. STUDENT EMPLOYMENT SERVICES  
Student employment records
20. UNIVERSITY HEALTH SERVICES  
Medical records

FPS 8/19

**MEMORANDUM OF UNDERSTANDING REGARDING  
FACULTY INVOLVEMENT IN ENROLLMENT AND RETENTION INITIATIVES**

Central Michigan University and the Central Michigan University Faculty Association hereby agree that they share an interest in improving current enrollment trends and to otherwise enhance overall student enrollment in CMU programs. In addition, the parties acknowledge that the faculty can serve an active role in meeting these goals due to their engagement with students and specific academic expertise.

Accordingly, CMU is committed to seeking faculty input and otherwise including faculty in planning and participating in enrollment enhancement initiatives. Examples of such involvement may include faculty participation in enrollment planning and related activities and committees; committee participation by faculty; CMU conferring with faculty on enrollment and admissions issues through appropriate channels including application of Article 7, direct meetings between faculty and administrators, and the Academic Senate; and faculty working within their departments on enrollment initiatives in their respective disciplines. CMU will also encourage the leadership of Enrollment & Student Services (or its successor) to engage faculty in its planning and implementation of its enrollment and retention initiatives.

The administration of this Memorandum of Understanding reflects the parties' mutual intent on this topic, but these matters will not be subject to the procedures in Articles 8 or 9 of their Agreement.

The parties agree to jointly assess the implementation of this Memorandum of Understanding during at least the second and fourth years of the Agreement.

**CENTRAL MICHIGAN UNIVERSITY**

  
Robert O. Davies, President

  
Mary C. Schutten, Provost

  
Dennis R. Armistead, Executive Director

**CENTRAL MICHIGAN UNIVERSITY**

  
Raymond W. Francis, President

  
Heather E. Polinsky, Co-Chair

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