

CMU/UTF 2020-2022 Bargaining Agreement

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Article 1
DEFINITIONS

- A. **BUSINESS DAY**: means a day when CMU is operating, excluding Saturdays and Sundays.
- B. **CMU**: means Central Michigan University as referred to in the Michigan Employment Relations Commission (MERC) Certification of Representative, dated August 30, 2010.
- C. **EMPLOYEE**: means those individuals covered by this collective bargaining agreement as defined in Article 2.
- D. **UNION**: means the Central Michigan University Union of Teaching Faculty, AFT Michigan, AFL/CIO as referred to in the Michigan Employment Relations Commission (MERC) Certification of Representative, dated August 30, 2010.
- E. **Main Campus**: means the instructional facilities physically located in Mt. Pleasant, Michigan, as distinct from Global Campus.

Article 2
RECOGNITION

- A. CMU recognizes the UNION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows: “All nontenure-track faculty who currently perform classroom instruction duties on the Main Campus at a quarter-time or greater appointment.”
- B. The following persons are excluded:
 - 1. Employees who do not perform instruction, including Coaches, Librarians, Counselors, Academic Advisors, Program Administrators, Post-Doctoral Researchers, Research Faculty regardless of rank or title, including Research Scientists, Research Associates, and Research Scholars, and all Student Teacher Supervisors;
 - 2. Facilitators of non-credit learning skills workshops;
 - 3. Clinical Faculty who, as the major part of their assignment, are employed to train or supervise students in the direct provision of medical services to third-party patients or clients;
 - 4. Faculty whose primary appointment is in the College of Medicine as well as faculty who, as the major part of their assignment, are engaged in the direct provision of medical services;
 - 5. Employees who hold full-time non-instructional positions at CMU and who are assigned instructional duties as part of the workload for that position;
 - 6. All Central Michigan University faculty and academic staff whose regular assignment base is not the Main Campus of Central Michigan University in Mt. Pleasant, Michigan;
 - 7. Artists-in-Residence;

8. Griffin Endowed Chair;
 9. Visiting Faculty with tenure or tenure-track status at another institution of higher education;
 10. Guest Speakers;
 11. Supervisors;
 12. Professional, Administrative Staff;
 13. Senior Officers of the University;
 14. Confidential Employees (as defined by the Michigan Employment Relations Commission);
 15. All Employees represented by other recognized bargaining agents at CMU;
 16. All other Employees.
- C. An Employee holding more than one appointment will be included in the unit relative to, and only for purposes of, any appointment meeting the above definition, unless one of the appointments is an Executive/Manager/Supervisor/Administrator or Confidential appointment, in which case the Employee is wholly excluded from the unit.

Article 3 MANAGEMENT RIGHTS

- A. CMU, its Board of Trustees, its officers, agents, and bodies delegated by the Board of Trustees retain, solely and exclusively, all inherent rights, functions, duties, responsibilities and authority with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment, to exercise its evaluative and academic judgment, and the manner in which the operations of CMU will be conducted, except where those rights, functions, duties, responsibilities and authority are limited by this Agreement.
- B. The rights, functions, duties, responsibilities, and authority identified in Section A above include, but are not limited to, the right to:
1. Plan, direct, and control CMU operations;
 2. Develop and implement CMU's mission statement, policies, procedures and Affirmative Action plans;
 3. Determine the number and locations of operations;
 4. Determine the means, methods, and schedules of operations;
 5. Alter, change, extend, curtail, or discontinue its operations or academic programs, partially or completely;

6. Determine the size of the workforce and the scheduling and assignment of Employees, including what work will be assigned to which classification(s) of Employee(s);
 7. Hire, establish and change work schedules; set hours of work; establish, eliminate or change classifications; assign, transfer, promote, demote, release, and lay off Employees;
 8. Establish and require Employees to observe CMU rules and regulations and reasonable standards of conduct;
 9. Maintain order and discipline or terminate Employees.
- C. If CMU does not exercise its rights, functions, duties or authority, or if it exercises them in a particular way, this shall not be deemed a waiver of said rights, functions, duties, responsibilities or authority or its right to exercise them in some other way not in conflict with this Agreement.

Article 4

RIGHTS AND RESPONSIBILITIES OF THE UNION

A. **UNION-CMU Business:**

1. Representatives of the UNION will be permitted to transact official business with appropriate representatives of CMU at reasonable and mutually agreed-upon times, provided the UNION follows CMU procedures.
2. The UNION will provide to CMU (Faculty Personnel Services), not later than ten (10) calendar days following the beginning of each academic semester, the name and contact information of the individuals who will serve as the UNION's contact(s) with CMU.

B. **UNION Access to Resources:** The UNION can schedule periodic meetings to conduct UNION business on campus, subject to customary charges, if any. Requests for such space shall be processed through University procedures. Other facilities or equipment, such as computing and audiovisual, will also be subject to customary charges, if any.

C. **Website:** CMU shall provide a link to the UNION's website on its Faculty Personnel Services homepage.

D. **Time at New Faculty Orientation:** At each Fall semester New Faculty Orientation, CMU will assign a minimum of thirty (30) minutes to the UNION for the purpose of informing bargaining unit Employees about the UNION's function, explaining dues and fees, announcing the first meeting of the UNION, and discussing any other pertinent UNION business or activities. If the UNION declines to take the time, the UNION will notify FPS by July 15.

Article 5

DEDUCTIONS FOR UNION SUPPORT

A. Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this Article, each Employee covered by this Agreement has the choice whether to become a UNION Employee. Financial support of the

UNION is not a condition of employment. For those who are either UNION Employees or non-joining Employees who wish to support the UNION via payroll deduction, the terms of this Article shall apply.

- B. Employees joining the UNION shall pay dues to the UNION in accordance with its policies and procedures.
- C. Once each semester, the UNION will furnish CMU's Payroll Office with a list of Employees from whose paychecks support shall be deducted and the dollar amounts to be deducted.
- D. In order to process deductions as described above, CMU must receive from the UNION a current deduction authorization form, which shall be effective until such authorization is rescinded in writing by the Employee in accordance with the terms of this Agreement, or until the individual is no longer an Employee, whichever occurs first. If the UNION fails to submit a current deduction form for an Employee, that Employee shall be responsible for paying any required contributions to the UNION directly, and CMU shall be relieved of its duty to deduct required contributions.
- E. CMU will deduct the appropriate contributions from each Employee's wages for whom CMU has been given a current deduction authorization form. Monies so deducted will be transmitted to the UNION, or its designee, no later than fifteen (15) business days following each deduction.
- F. In cases where a deduction is made that duplicates a payment that an Employee already has made to the UNION, or where a deduction is not in conformity with the provisions of the UNION Constitution or Bylaws, refunds to the Employee will be made by the UNION.
- G. Notwithstanding any other provision of this Agreement or any deduction authorization form provided by the UNION or otherwise, an Employee may rescind her or his deduction authorization by providing CMU's Payroll Office and the UNION's Treasurer with at least thirty (30) calendar days' prior written notice. Upon receipt of such notice, CMU will cease making deductions for such Employee as soon as possible after thirty (30) calendar days from the date of the notice to CMU. Nothing in this Agreement, though, controls any Employee's status as a member of the UNION. Should the Employee wish to reactivate deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new form.
- H. The UNION shall indemnify and hold CMU harmless from any liability resulting from any and all claims, demands, suits, or other actions arising from 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 UNION and shall permit and facilitate the UNION's intervention as a party, if the UNION desires. The UNION's indemnification of CMU shall include costs of litigation and the fees of an attorney at the UNION attorney's customary rate.
- I. Should PERA be amended during the time this Agreement remains in effect to permit financial support of the UNION under more expansive conditions, CMU agrees to reopen Article 5 at the UNION's request to consider changed provisions within Article 5.

Article 6
PROVISION OF INFORMATION TO THE UNION

- A. Not more than fifteen (15) business days after the start of each semester, CMU shall provide, at no cost to the UNION, a list of all current Employees in the bargaining unit. This list shall be alphabetical and in an electronic format, containing each Employee's:
1. First name
 2. Last name
 3. CMU identification number
 4. Employing unit
 5. Bargaining unit appointment percentage
 6. Percentage of full-time appointment
 7. Pay (for bargaining unit work)
 8. Campus address and phone number
 9. Permanent (or non-local) address and phone number
 10. CMU E-mail address
 11. Highest degree completed
 12. Rank (Lecturer I, etc.)
- B. CMU is under no obligation to provide any of the above information if it has been withheld from CMU by the Employee, or where forbidden by law. The data in Section A above will be updated monthly by CMU and made available electronically to the UNION. The UNION shall retain all information in confidence and disclose it only to those whose UNION duties require them to have such information.

Article 7
INFORMAL MEETING

Representatives of the UNION and CMU will 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 will be held at other times after a request by either CMU or the president of the UNION for the purpose of maintaining and improving relationships.

Article 8
GRIEVANCE AND ARBITRATION

A. General Provisions:

1. A grievance is a written complaint and request for remedy by an Employee or group of Employees involving an alleged violation of this Agreement and filed using the procedure outlined below. The primary purpose of this procedure is to secure a practicable and equitable resolution of the grievance. Grievances shall be processed according to the time limits described herein. The time limits in each step of the process may be shortened or extended by mutual written agreement of the UNION and CMU.

2. Any written response to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement and such settlement shall be binding upon the grievant(s) and the parties to this Agreement. If a written response to an appeal is not rendered by an administrator within the time limits specified in this Article, the grievant may take the matter to the next step.
3. At no step in this procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement, unless both CMU and the UNION concur in writing.
4. A grievance may be withdrawn, and if withdrawn, may not be reinstated, and no financial or other liabilities shall result.
5. The time limits listed shall be tolled during break periods in the CMU calendar and CMU designated holidays.
6. Hand delivery or an actual verified receipt, time-stamped email, or postmark will be regarded by the parties as evidence of delivery and receipt for the purposes of determining whether time limits have been met.
7. If a grievance is the result of an action of an administrator above the level of the hiring department or unit, the grievance may be initiated at Step Two.

B. Group Grievance: When more than one Employee has a grievance involving common facts and provisions of this Agreement, the UNION or one designated member of the group shall process the grievance on behalf of all similarly-situated Employees. The grievance will clearly specify it is a “Group Grievance.” One Employee only from the group of Employees having the grievance shall be designated as representing the group for purposes of participating in any meetings described in the following sections.

1. **Intra-departmental Grievance:** If the aggrieved Employees in the group are within the same department or unit, the Grievance shall be filed at Step One of the Grievance Procedure if all aggrieved Employees have the same immediate Supervisor, and shall be filed at Step Two of the Grievance Procedure otherwise.
2. **Multi-departmental Grievance:** If the aggrieved Employees in the group are from more than one department or unit, the grievance shall be filed at Step Two of the Grievance Procedure. Where one or more extant grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice, pending the disposition of a representative case.

C. Complaint, Grievance and Resolution Procedure: The following procedure shall be the sole and exclusive means for resolving complaints or grievances:

1. **Step One – Informal Complaint Resolution:** An Employee or a designated member(s) of a group of Employees having a complaint may take the matter up informally with the department Chair/Supervisor/unit head within ten (10) business days from the date the Employee(s) first became aware, or reasonably should have been aware, of the facts giving

rise to the complaint. At the Employee's request, a UNION representative may be present at this informal resolution stage. The Employee will notify the department Chair/Supervisor/unit head that the meeting is an informal discussion, and both the Employee and the Supervisor will note the date to ensure any subsequent formal grievance is filed in a timely fashion. Any written communication between the Employee and Supervisor documenting the date and time the meeting took place will be considered evidence of the informal meeting. If the informal discussion does not result in a resolution of the complaint, a formal grievance may be filed.

2. Step Two - Formal Grievance Resolution:

- a. If the complaint is not resolved at the informal stage, a formal grievance may be submitted in writing to the Executive Director, Faculty Personnel Services; the grievance must be received within ten (10) business days of the conclusion of the informal meeting. The formal written grievance shall be signed and dated by all relevant parties, and shall set forth all relevant facts known to the Grievant at the time of the filing, including dates, involved individuals, the provisions of this Agreement which have allegedly been violated, a summary of the Step One meeting, if applicable, and the desired remedy.
- b. Within fifteen (15) business days of receipt of the grievance, CMU shall conduct a meeting with all relevant parties, at a mutually agreeable time and at a place on campus arranged by CMU. During the time between the filing (receipt by CMU) of the grievance and the hearing of the grievance, the Grievant(s) may amend the grievance to include additional facts not included in the initial filing. Any amendment shall immediately be presented to FPS. Additional facts may also be brought forth at the Step Two meeting. A grievant(s) cannot add facts to a written formal grievance after the conclusion of the Step Two meeting without showing clearly that he or she was unaware of such facts prior to the meeting. CMU shall provide the grievant(s) with a written answer to the grievance within fifteen (15) business days of the meeting.
- c. If CMU fails to respond in writing to the grievant within fifteen (15) business days of the Step Two meeting, the grievance may be advanced to Step Three.

3. Step Three - Impartial Arbitration:

- a. A grievance, as defined in Section 1, which is not resolved at Step Two of the grievance procedure, may be submitted to Arbitration only by the UNION. The UNION must provide written, dated and signed notice of intent to arbitrate to the Executive Director of Faculty Personnel Services within twenty (20) business days following receipt of the Step Two answer. Such notice shall identify the grievance and the issue, and shall set forth the provisions of the Agreement involved and the remedy desired. If no such notice is given within the prescribed time limit set forth above, the grievance shall not be subject to arbitration.
- b. Following written notice to the Executive Director of FPS, an Arbitrator shall be selected from a list of arbitrators mutually selected in advance by CMU and the UNION (see Section 4, Selection of Arbitrator).

- c. CMU and the UNION shall jointly notify the Arbitrator of her or his selection, and upon acceptance by the Arbitrator, shall forward to the Arbitrator a copy of the grievance documents, the UNION's notice of intent to arbitrate and a copy of the Agreement. If the Arbitrator does not, or cannot, accept selection, the Arbitrator last struck per Section 4 process will be contacted.
- d. The hearing shall be held on the campus of Central Michigan University in Mount Pleasant, Michigan at a location selected by CMU and conducive to the hearing, unless the parties mutually agree to a different location. The Arbitrator shall fix the time for the hearing and the issue or issues submitted for decision.
- e. At least five (5) business days prior to the date set for the arbitration the parties shall exchange lists of known witnesses, and any documents or exhibits either party anticipates introducing as evidence at the hearing.
- f. During the arbitration hearing, both CMU and the UNION shall have the right to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step Two of the Grievance Procedure.
- g. Upon request by either party, but not upon her or his own motion, the Arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
- h. The arbitration hearing shall be closed to anyone other than the participants (representatives of the parties) in the hearing unless the parties agree otherwise in writing.
- i. Upon request of either CMU or the UNION or both, a transcript of the hearing shall be made and furnished to the Arbitrator, with CMU and the UNION having an opportunity to purchase their own copy. The parties shall split the cost of the Arbitrator's copy.
- j. At the close of the hearing, the Arbitrator shall afford CMU and the UNION a reasonable opportunity to furnish briefs if either party requests the opportunity.
- k. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to her or him consistent with this Agreement and considered by her or him in accordance with this Agreement.
- l. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify this Agreement, nor shall the Arbitrator substitute her or his discretion for that of CMU where such discretion has been retained by CMU, nor shall he or she exercise any responsibility or function of CMU, nor shall he or she impose on CMU a limitation or obligation not explicitly provided for in this Agreement.

- m. The Arbitrator shall also not have the authority to order that a discharged Employee be reinstated or offered a new appointment, but rather any monetary remedy for wrongful discharge will be limited to the remaining unpaid portion of the Employee's appointment.
- n. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the Employee whole for the remainder of the individual's appointment period. The Arbitrator shall have no authority in any circumstance to award monetary relief which is greater than the grievant would have been entitled to if there had been no violation.
- o. The Arbitrator shall render the decision in writing, setting forth her or his reasons therefore, within thirty (30) business days following the hearing or the deadline for the submission of briefs, whichever is later.
- p. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon CMU, the UNION, and the Employee(s) involved.
- q. The fees and expenses of the Arbitrator, and court reporter if applicable, shall be paid by the party not prevailing. The Arbitrator shall decide which party has prevailed. The expenses of, and any compensation for, each and every witness and representative for either CMU or the UNION shall be paid by the party producing the witness or having the representative. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the Arbitrator or court reporter.
- r. The provisions of this section do not prohibit CMU and the UNION from mutually agreeing to expedited arbitration of a given grievance or grievances.

4. **Selection of Arbitrator:**

- a. By September 30 of each year, CMU and the UNION shall agree to a panel of six (6) arbitrators for the current academic year.
 - i. CMU and the UNION shall each submit a list of six (6) for inclusion on the panel. These lists will be exchanged by CMU and the UNION at least ten (10) business days prior to September 30.
 - ii. On a rotation basis, determined by lot, first CMU or the UNION 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 six (6) names remain.
- b. Within five (5) business days of the referral of a matter to arbitration, CMU and the UNION shall meet and select an arbitrator from the panel of arbitrators selected for the current academic year. On a rotation basis, initially determined by lot, first CMU or the UNION 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 UNION shall jointly contact the arbitrator selected to arbitrate the matter.

5. **Pre-Arbitration Conference:** The UNION 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) business days from the receipt of the request for such conference.

Article 9

APPOINTMENTS

A. Appointments:

1. All Employees will be appointed with the designation of either Lecturer I, Lecturer II, or Lecturer III. The holder of any such appointment will teach assigned courses and provide associated advising and related duties, as outlined in her or his appointment letter. Teaching duties may include instruction delivered in one or more of the CMU instructional formats. Subsequent appointment, if any, will conform to the provisions in this Article.
2. The duties of any appointment will not conflict with provisions of Article 10 (Faculty Workload). CMU shall not seek from any individual Employee that he or she volunteer her or his services except that it announces volunteer opportunities to all members of the unit. However, Employees themselves, with the approval of CMU, may undertake other duties or responsibilities on a voluntary basis. Nevertheless, since Employees are hired to teach, an Employee's refusal to undertake any voluntary duty or responsibility in addition to her or his normal workload will not influence subsequent appointment or promotion decisions.
3. Academic units will notify Lecturer I Employees of their status by May 31st for the following Fall semester or by December 5th for the following Spring semester (for those on a single term appointment). Academic units will notify Employees ranked as Lecturer II or Lecturer III with contracts expiring in Spring, by April 15 for the following Fall semester, and for Lecturer II or Lecturer III Employees with contracts expiring in Fall by November 1 for the following Spring semester. When notice cannot be made by these dates, academic units will provide Employees with a written explanation of why notice cannot be made by the appropriate deadline.

B. Employee Designations:

1. **Lecturer I:**
 - a. Appointment as a Lecturer I shall be for a period of, all or a portion of, one or more semesters.
 - b. The job assignment will be provided in an appointment letter and will include the salary and the period of time for the work to be performed.
 - c. CMU has no obligation to offer a subsequent appointment to a Lecturer I.

2. Lecturer II:

- a. A Lecturer I who has been appointed on a half-time or greater basis for eight (8) successive semesters (defined as the fall and spring semesters of an academic year) and who has been favorably evaluated as described in Article 11 (Evaluation) will, if subsequently appointed following completion of said eighth semester, be appointed as a Lecturer II.
- b. A Lecturer I, who has been unfavorably evaluated during her or his eighth successive semester as described in Article 11 (Evaluation), may, at the unit's discretion, continue as a Lecturer I for an additional two semesters. If such an Employee is subsequently appointed following completion of said tenth semester, he or she will be automatically promoted to Lecturer II.
- c. Successful completion of the evaluation process and promotion to Lecturer II will result in a two-year appointment effective the first day of the subsequent semester, at no less than the lowest level of appointment the Employee held in any one of the previous successive semesters used to qualify for the promotion, excluding semesters in which the Employee was under involuntary layoff.
- d. If the unit does not conduct a required evaluation as described in Article 11 (Evaluation), and if the Employee is nevertheless subsequently appointed following her or his eighth (or tenth) successive semester of half-time or greater appointment, the Employee will be appointed as a Lecturer II.
- e. An Employee may be appointed initially as a Lecturer II based upon a decision by CMU that her or his education and experience so warrants. Similarly, a Lecturer I may be promoted to Lecturer II earlier than the timelines noted above based solely on the decision of the Dean. New Employees shall not be appointed initially to the Lecturer III rank.
- f. Regardless of the process of appointment to Lecturer II, the appointment period as Lecturer II shall not be less than a two-year period. A Lecturer II appointed at three-quarter (3/4) time or greater shall upon successful reappointment be reappointed for a three (3) year period. Any other Lecturer II may be appointed for a three (3) year period at the discretion of the Department and with the approval of the Dean.
- g. A Lecturer II appointment carries a presumption of renewal (at no less than the Employee's level of employment during the academic year most closely prior to the reappointment), except as provided elsewhere in this Agreement. Appointments will be effective the first day of the subsequent semester, at no less than the lowest level of appointment the Employee held in any one of the previous successive semesters used to qualify for the reappointment excluding semesters in which the Employee was under involuntary layoff.

3. **Lecturer III:**

- a. A Lecturer II who has been appointed as a Lecturer II on a three-quarter (3/4) or greater basis for ten (10) successive semesters (defined as the fall and spring semesters of an academic year) and who has been favorably evaluated as described in Article 11 (Evaluation) may apply for promotion to Lecturer III, and if approved by the Dean through evaluation as identified in Article 11(D), shall be promoted to Lecturer III.
- b. A Lecturer II, who has been unfavorably evaluated during her or his tenth successive semester as described in Article 11 (Evaluation) or who has had her or his promotion application denied, may, at the unit's discretion, continue as a Lecturer II. Individuals who were denied promotion to Lecturer III shall be eligible for promotion reapplication after four (4) successive semesters after the promotion denial. The Employee shall bear the burden of reapplying for promotion to Lecturer III.
- c. If the Employee is a Lecturer II and the unit does not conduct a required evaluation as described in Article 11 (Evaluation), and if the Lecturer II Employee is nevertheless subsequently appointed following her or his tenth (or fourteenth) successive semester as a Lecturer II of three quarter-time (3/4) or greater appointment, the Employee will be appointed as a Lecturer III with a three (3) year appointment.
- d. Successful completion of the evaluation process and promotion to Lecturer III shall result in an initial appointment no less than three (3) years; at the discretion of the Department and with the approval of the Dean, a Lecturer III may be appointed to an initial appointment of four (4) years. Subsequent to an Employee's initial appointment as a Lecturer III, Lecturer III reappointments shall be for a period of four (4) years.
- e. A Lecturer III appointment carries a presumption of renewal (at no less than the Employee's level of employment during the academic year most closely prior to the reappointment), except as provided elsewhere in this Agreement. Appointments will be effective the first day of the subsequent semester, at no less than the lowest level of appointment the Employee held in any one of the previous successive semesters used to qualify for the promotion excluding semesters in which the Employee was under involuntary layoff.

C. **Notice of Non-Reappointment:** In the event an Employee with Lecturer II or Lecturer III status is not reappointed, the Department Chair or Supervisor shall provide a written explanation to the Employee and the Union.

D. **Layoff and Recall:**

1. **Definitions:**

- a. **Layoff:** A layoff is an involuntary separation from employment that occurs during the term of an appointment due to budgetary considerations, programmatic change, or lack of work in an academic unit.

- b. Partial Layoff: A partial layoff is an involuntary reduction in the percent FTE (including a reduction in the anticipated percent FTE for a multi-year appointment) that occurs during the term of appointment due to budgetary considerations, programmatic change, or lack of work in the academic unit.

2. Layoff:

- a. CMU shall have the right to lay off an Employee, including the holder of a multi-year appointment, for reasons of course or program cancellation, lack of sufficient student demand, or similar reasons, without recourse to provisions of Article 16 (Discipline and Discharge). In such a case, the Employee will be afforded recall rights, as stipulated below.
- b. Unless there is a compelling difference in the degree of expertise, ability, and performance relevant to the assignment in question between Employees of different designations, a Lecturer III will not be laid off before a Lecturer II and neither will be laid off before a Lecturer I.
- c. Except as provided in the preceding paragraph, the order of layoff for Employees within each specific designation in an academic unit shall be determined by CMU on the basis of expertise, ability, and performance relevant to the assignment in question.
- d. If the date of the notice of layoff is on or after the first day of classes of the semester for which the layoff applies, the academic unit may either determine the order of layoff in accordance with the provisions above, or by the actual section or course cancellation (i.e. those Employees assigned to cancelled course(s) or section(s) could be selected for layoff).
- e. The duration of layoff status shall be limited to two years from the effective date of the layoff. Any reduction in percent FTE within a single appointment shall not entitle an Employee to more than two years of layoff status.
- f. An Employee placed on involuntary layoff shall not lose her or his number of successive semesters toward promotion. Semesters spent on involuntary layoff shall not count toward the accumulation of successive semesters toward promotion unless the Employee remains at an appointment level which would meet the promotion requirement.
- g. Notice of full or partial layoff will be provided by CMU as soon as possible after the decision is made, and will include the reason(s) for the reduction as well as language regarding privileges as follows: "Employees on full layoff status will have borrowing privileges at University libraries as afforded to the general public and will retain full use of the University email system for one year following the effective date of layoff."
- h. Any Employee who, after July 1, 2020, experiences a Layoff (as defined in Article 9(D)(1)(a) above) effective Fall 2020 semester or thereafter for the period of this extension only shall be eligible for transition benefits as described in the document entitled "Transition Services Program 2020" (found on the CMU Human Resources

website here: <https://www.cmich.edu/fas/hr/Documents/Transition-Services%20for%202020.pdf>.

- i. The following exceptions apply to the “Transition Services Program 2020” for Employees covered under this *Agreement*:
 - i. In lieu of CMU continuing its premium cost share of medical, prescription, and dental coverage for the first three months following the effective date of layoff, CMU shall:
 1. **For Employees hired before July 1, 2020**, pay a one-time lump sum payment equal to three months of CMU’s premium cost share of medical, prescription, and dental coverage during academic year 2019-2020, at the Employee’s highest level of elected coverage during academic year 2019-2020, or
 2. **For Employees hired after July 1, 2020**, pay a one-time lump sum payment equal to three months of CMU’s premium cost share of medical, prescription, and dental coverage during academic year 2020-2021, at the Employee’s highest level of elected coverage during academic year 2020-2021.
 - ii. Employees may continue to access the Encompass EAP through the remainder of the life of this *Agreement*.
 - iii. Should the benefits listed in the above-mentioned document change during the life of this *Agreement*, the Parties will meet and bargain any proposed changes.

3. Recall:

- a. It is the responsibility of all Employees on layoff status to be aware of employment opportunities and to apply for such opportunities in a timely manner. Whenever possible, however, Employees on layoff status will be notified by academic units of employment opportunities for which they are qualified, and will be given an opportunity to apply. It is the responsibility of Employees on layoff status to provide current contact information and updated application materials to their academic unit.
- b. If an Employee rejects an offer of recall that is equivalent to three-quarter or greater of the Employee’s normal level of employment, CMU is under no obligation to offer the Employee another recall opportunity. If an Employee rejects an offer of recall that is equivalent to less than $\frac{3}{4}$ of the Employee’s normal level of employment, the Employee does not forfeit any of the Employee’s recall rights, as defined in the remainder of this Article. When practicable, an Employee shall be recalled at an appointment level equivalent to her or his appointment immediately prior to involuntary layoff.

4. Recall Priority:

- a. Unless there is a compelling difference in the degree of expertise, ability, and performance relevant to the assignment in question between Employees of different

- designations, a Lecturer I will not be recalled before a Lecturer II and neither will be recalled before a Lecturer III.
- b. Except as provided in the preceding paragraph, the order of recall for Employees on layoff within each specific Employee designation within an academic unit shall be determined by CMU based on expertise, ability, and performance relevant to the assignment in question.
 - c. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between Employees within a specific Employee designation, the order of recall shall be in order of the Employee first laid off.
 - d. Employees placed on layoff status retain the same access to general CMU facilities as the general public.
5. **Reassignment:** When an Employee is reassigned solely due to a restructuring of an academic unit, the Employee shall receive not less than her or his current annual base salary, shall retain her or his faculty rank, and shall retain her or his successive number of semesters toward promotion. If an Employee is reassigned due to retraining in a discipline other than that which is contained in the initial letter of appointment or other than that in which the Employee received her or his terminal degree, CMU retains full discretion regarding salary, rank, and length of service.

Article 10 FACULTY WORKLOAD

- A. CMU shall provide a general statement of an Employee's instructional workload and other duties, if applicable, in the appointment letter issued to each Employee. The basic workload of Employees will normally consist of teaching courses consistent with master syllabi and/or providing instructional support in a variety of manners and settings, including satisfying accreditation or professional standards.
- B. Additional non-teaching, or alternate, assignments may, by mutual agreement between the Employee and the department/college (as approved by the Dean), be included in an Employee's workload. These additional assignments may or may not be compensated as recommended by the department Chair/Supervisor and approved in advance by the Dean/senior officer. Additional or alternate assignment(s) shall not necessarily continue into any subsequent period of employment.
- C. The department Chair/Supervisor and applicable college Dean/senior officer share responsibility for appropriate faculty workloads, and shall endeavor to ensure that workloads between Employees are comparable after consideration of teaching and service responsibilities.
- D. The parties expect that unit standards for full-time employment and Employee workload will remain the same as Academic Year 2014-2015. In the event that changes in unit standards or Employee workload are proposed, the Parties shall conduct a special conference.

- E. Adjustments to an Employee's instructional workload may be made for various academic purposes, provided these adjustments are not in violation of this Agreement, CMU policy, or a CMU commitment to accreditation or professional standards.

Article 11 EVALUATION

- A. The basis upon which an Employee will be evaluated is that of instruction and instruction-related responsibilities. Other professional activities, such as publications and conference presentations, which benefit the reputation of CMU, may be considered as part of the evaluation process; however, the quality of Employees' teaching is the paramount concern in the evaluation process and the absence of other professional activities will not be used as evidence against an Employee.
- B. Academic units are responsible for an annual performance evaluation of an Employee appointed as a Lecturer I during her or his appointment in that classification. The annual evaluation of a Lecturer I shall occur during the last semester of that Employee's appointment, or every other semester for those on appointments of less than one academic year.
- C. Academic units are responsible for a performance evaluation of an Employee appointed as a Lecturer II or Lecturer III midway through their appointment and during the final semester of that Employee's appointment.
- D. Each academic unit will establish its own written guidelines regarding such evaluations. Guidelines must establish any differences between an evaluation conducted on an annual basis for purposes of recommending a subsequent appointment and the evaluation conducted for purposes of recommending promotion from Lecturer I or Lecturer II as described in Article 9. It is understood that greater scrutiny may be utilized during the evaluation for purposes of promotion in rank; i.e., from Lecturer I to Lecturer II, and from Lecturer II to Lecturer III. Department or unit recommendation for promotion is subject to review by the Dean within thirty (30) calendar days of the recommendation. When the Dean exercises her or his right to review the unit's recommendation, final judgment shall rest with the Dean. When the Dean decides not to follow the unit's recommendation regarding promotion of an Employee, a written explanation of the decision will be provided to the unit, the Employee, and the UNION.
- E. Any evaluation will be based on student evaluations and written comments of each course taught, grade distribution data from all courses, other evidence of teaching performance (such as, but not limited to, course materials), and optional classroom observations (with reasonable advance notification) by the Chair (or equivalent) or designee within the department/school/college. Student evaluations will not be used in isolation as evidence of teaching ability.
- F. By a date announced at least ten (10) business days in advance, each Employee will provide the academic unit with an updated *Curriculum Vitae* (C.V.) and any other materials (for example, syllabi, course materials, etc.) designated to be included. Employees shall be permitted to include additional materials that they wish to have considered in any evaluation. No materials may be added to the evaluation packet after the time established for submittal to the unit.

- G. A copy of the evaluation will be provided to the Employee, with an additional copy placed in the Employee's personnel file.
- H. An evaluation shall not be required when data (such as SOS reports) are unavailable.
- I. All department evaluations are subject to review, and approval or rejection, by the Dean. All independent reviews by the Dean must be carried out prior to Employees receiving notification of departmental evaluations.
- J. An Employee may appeal a negative department evaluation to the Dean by making a written request to the Dean for review, and submitting a copy to Faculty Personnel Services, not later than five (5) business days following receipt of a copy of the evaluation. The decision of the Dean, whether it is made upon appeal or as a matter of independent review of the department's recommendation, shall be final and not subject to further review or appeal under any other provision of this Agreement.

Article 12

SALARY

A. Annual Salary Adjustments:

1. Employees employed in 2019-2020 and continuing employment for 2020-2021: 0% increase to base salary.
2. Employees employed in 2020-2021 and continuing employment for 2021-2022:
 - a. Compensation will be increased to match any increase provided for Professional & Administrative (P&A) Staff compensation for 2021-2022 or payment of a one-time lump sum payment of \$375, whichever is greater.
 - b. For purposes of Article 29(A)(2), "increase" is defined as "a base wage increase, a non-base lump sum payment expressed as a percentage of the underlying base rate, or a fixed dollar lump sum non-base payment, as applicable in accordance with the P&A staff classification.
 - c. The Parties commit that this arrangement aligning salary adjustments in this *Agreement* with P&A staff salary adjustments is considered solely in light of CMU's financial posture and neither party intends for this commitment to align with P&A staff increases to become the tradition or expectation of either party for subsequent collective bargaining agreements between the Parties.
3. Salary adjustments for those on fiscal year, twelve (12) month, contracts will be effective July 1 of each fiscal year and for those on academic year or nine (9) month contracts, August 16 of each academic year.

B. Minimum Salary:

3. After all salary adjustments have been made for the appropriate academic year, no Employee will be paid less than \$1,100 per credit hour, or a base salary of less than \$26,400 per academic year, prorated based on FTE.
4. Effective beginning academic year 2018-2019, no Employee will be paid, after all salary adjustments have been made for the appropriate academic year, less than \$1,200 per credit hour, or a base salary of less than \$28,800 per academic year, prorated based on FTE.

C. **Pay Plan Selection:** An Employee with a full-time appointment for an academic year will be paid according to one of the following pay plans, selected by the Employee prior to the beginning of the first pay period of the academic year:

1. 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. If a plan is not selected by the Employee, he or she will be defaulted into this plan.
2. 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.
3. 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.

D. **Promotion in Rank Salary Adjustments:**

1. An Employee promoted from Lecturer I status to Lecturer II status shall receive a \$500.00 increase to their base salary, prorated based on FTE, applied after any yearly increase to base salary as outlined above, and shall take effect the following August 16th.
2. An Employee promoted from Lecturer II status to Lecturer III status shall receive a \$1,500.00 increase to their base salary, prorated based on FTE, applied after any yearly increase to base salary as outlined above, and shall take effect the following August 16th.

Article 13

FLEXIBLE BENEFIT PROGRAM

A. **Flexible Benefit Program:**

1. Employees are eligible to participate in CMU's flexible benefit program, CMU Choices, according to the terms of the Program.
2. The terms of the Program may be altered, and/or the Program may be discontinued, at the sole discretion of CMU. Nevertheless, should the proportion of health care premium cost paid by CMU for a full-time Employee be less than eighty-eight (88) percent in the first year of this Agreement or eight-four (84) percent of the premium in any year thereafter, CMU will provide notice to the UNION of the intent to make the change by no later than April 1 for the following academic year and, upon written request, will engage in impact negotiations

with the UNION. In no case during the life of this Agreement will the proportion of health care premium cost paid by CMU be less than eighty-two (82) percent of the premium.

3. Employees 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. These coverage changes must be made in the Benefits Office within thirty (30) calendar days of the event resulting in a status change.
4. CMU Choices will provide Long Term Disability coverage to all full-time Employees in the Lecturer II and Lecturer III designation, who are appointed on either an academic or fiscal year basis, according to the terms of the Long Term Disability Program.

B. Duration of Coverage:

1. For new and eligible 12-month Employees, all insurance coverages become effective the first day of the Employee's employment. New and eligible 10-month Employees who start at the beginning of the fall semester will have benefits effective August 16th. New and eligible 10-month Employees who start at the beginning of the spring semester will have benefits effective January 1st.
2. All insurance coverages terminate on the day the Employee's employment terminates unless the ten (10) month Employee has worked the entire Spring Semester in which case he or she will be entitled to insurance coverage through August 15th of the same calendar year.
3. Additional information regarding CMU Choices and the details of specific coverages are available in the CMU Choices plan document and in the Benefits Office.

Article 14

OTHER CMU PROVIDED BENEFITS

Vacation, Leaves of Absence, Retirement, Tuition Remission, Parking

A. Vacation:

1. Full-time Employees 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 Employees who are employed at less than full-time but more than half-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 an Employee 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 (1/2) day. Employees shall obtain in advance the written approval of their Supervisor for both the scheduling and taking of vacations. Nevertheless, Employees eligible for vacation under this Article shall be required to utilize

accrued vacation days whenever the University determines that other Employees in other employment categories must utilize vacation (e.g., during mandated closure of CMU). If an Employee has not accrued sufficient vacation to cover these mandated vacation days, the Employee's salary will be reduced accordingly. 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. Once scheduled, vacation days may not be converted to any other form of paid time off. Scheduled vacation may be cancelled, provided such cancellation is agreed to by the Supervisor. However, the Supervisor may not agree to cancel vacation under circumstances where another person has been employed to perform the responsibilities that would have been performed by the Employee had the Employee not been scheduled for, or on, vacation.
5. Twelve (12) month Employees who voluntarily terminate employment under conditions of good standing at CMU or transfer to a ten (10) month assignment at CMU 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.

B. Leaves of Absence:

1. Sick Leave:

- a. Accrual of Sick Leave: Full-time academic year (fall-spring semester, 10-month) Employees will accrue sick leave at a rate of ten (10) days per year. Part-time Employees employed at more than half-time will accrue sick leave at a rate that is prorated on the basis of the proportion their appointment is to a full-time academic year appointment. Paid sick leave accrual shall accumulate from year to year up to a maximum accrual of one hundred thirty (130) days for all full-time Employees.
- b. Charging of Sick Leave:
 - i. All absences of an Employee due to her or his physical or mental condition caused by illness or injury shall be charged against the Employee's sick leave accrual whether or not her or his department absorbs the work or CMU provides a substitute. An Employee will be considered absent if he or she fails to appear for any portion of her or his regularly assigned duties because of illness or injury. Sick leave will be charged for the time absent from work.
 - ii. Employee's 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 Family Medical Leave, e.g., spouse, children, and parents.
- c. Work-Related Injury (Worker Compensation): Employees 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/fas/hr/HREmploymentServices/HRESLeaveofAbsence/HRESLATypesofLeaves/Pages/Workers_Compensation_Leave.aspx.

d. Physician's Statement and Return to Work:

- i. Each Employee 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.
 - ii. Prior to returning to work from a sick leave of more than five (5) consecutive business days, an Employee must submit to CMU a statement signed by a licensed physician or other certified health care provider certifying that the Employee is able to resume regularly assigned duties and indicating any limitations that may interfere with the Employee's performing regularly assigned duties. If medically determined that the member's condition would interfere with performance of her or his duties, or that the duties might result in aggravating the member's condition, reasonable restrictions may be placed on resumption of duties.
 - iii. If certification is not received, or is received after this required time, all absences may be considered as lost time; and the Employee's pay may be reduced accordingly.
- e. CMU shall maintain a sick leave record on all Employees in its Human Resource system.
- f. Employees must notify the account director responsible for submitting the payroll at the earliest opportunity when they will be off work because of illness.

2. **Necessity Leave:** Necessity Leave shall be defined as leave for which no other designation is appropriate. Whenever possible, Employees shall give one week's advanced written notice of requested necessity leave to the department Chairperson or other designated Supervisor. Employees shall make arrangements for the handling of her or his duties. Necessity Leave shall be permitted as follows:

- a. Full-time twelve (12) month appointments: two (2) business days per calendar year.
- b. One-half (1/2) time or greater: one (1) business day per semester.
- c. All Employees on less than one-half (1/2) time appointments shall not be permitted necessity leave.

3. **Professional Unpaid Leave:** An Employee on a multi-year appointment with prior written approval of the department Chair and Dean, may take unpaid leave during the term of her or his appointment to pursue a professional opportunity relevant to her or his usual duties at CMU without losing the number of successive semesters accumulated toward promotion. Semesters spent on leave do not accrue toward promotion.

4. **Military Leave:**

- a. 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, Employees must provide advanced verbal or written notice of military service to their department Chair and Dean, if their leave will coincide with any portion of their CMU appointment. CMU expects such notice immediately upon receipt by the Employee of orders to report for service or, in the case of a volunteer for service, upon such decision.

- b. **Short Term Service:** Any Employee shall, upon her or his request and presentation of appropriate military orders, 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:
 - i. Arrangements for such leaves are to be made with the Employee's department Chairperson, or designated Supervisor of a unit not organized as a department, when possible at least six (6) weeks in advance of the actual short term service; and
 - ii. The Employee is to go on leave, whenever possible, at the convenience of CMU. Ten-month Employees are encouraged to take their military tour without pay during the summer recess whenever possible; and
 - iii. CMU will pay the difference between an Employee's military pay and the member's regular pay for up to fifteen (15) consecutive calendar days when the member is on leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar uniformed service organization.
 - c. **Extended Service:** Any Employee who leaves CMU to serve in the U.S. Armed Forces shall be granted a military leave of absence without pay. The terms under which this leave is granted and the conditions governing reinstatement after discharge shall be in accordance with applicable state and federal laws and regulations. See https://www.cmich.edu/office_president/general_counsel/Documents/p04005.pdf.
5. **Leave for Court-Required Service:** Leave for court-required service is granted to members of the bargaining unit who serve jury duty or are subpoenaed as witnesses and are not parties to an action.
6. **Funeral Leave:**
- a. An Employee will be given an approved absence, without loss of compensation, not to exceed three (3) consecutive business days per occasion, following the death of any of the following:
 - i. A spouse or other eligible individual;
 - ii. A child;
 - iii. A brother, sister, brother-in-law, sister-in-law; or
 - iv. A parent, grandparent, parent-in-law.
 - b. The Dean, upon the recommendation of the department Chairperson, may approve exceptions to the three (3) business day limit.

7. **Family and Medical Leave Act ("FMLA"):**

- a. Consistent with current law and CMU policy, Employees are eligible for Family and Medical Leave (FML) if they have been employed by CMU for at least twelve (12) months and have worked at least one thousand, two hundred and fifty (1250) hours during the twelve (12) month period immediately preceding the date on which the leave commences.
- b. All eligible Employees are expected to report FML. Employees can charge FML to sick or vacation time in one-half day increments. Employees are required to use all sick leave and, if available, all paid vacation for the Employee's own serious health condition prior to approved FML without pay.

C. **Retirement:**

1. CMU will continue to contribute to the Michigan Public School Employee Retirement System (MPSERS) on behalf of Employees when state law regarding the MPSERS obligates CMU to do so.
2. CMU will maintain the defined contribution Retirement Program which is in effect at the date of the ratification of this Agreement.
3. CMU shall retain, at its sole discretion, the right to change its relation with existing vendors (TIAA-CREF, Fidelity Investments) and/or add to the vendors which will participate in the defined contribution Retirement Program. Employees participating in the defined contribution Retirement Program may choose any of the options made available by vendors which are permitted under Michigan law and approved by CMU.
4. Eligible Employees may elect to participate in tax-deferred retirement programs through a salary reduction agreement with CMU. A limited number of program vendors will be selected by CMU. CMU will remit the Employee's contribution to the plan sponsor.
5. Additional information regarding details of MPSERS, the 403(b) Basic Retirement Program, and the additional 403(b) or 457(b) supplemental retirement plan options is available in the Benefits Office, Rowe Hall.

D. **Tuition Remission:** Employees shall be eligible to participate in CMU's Tuition Remission program according to the terms of that Program. However, tuition remission shall not apply to an Employee or to an Employee's dependents enrolled in any CMU First Professional Degree Program (e.g., College of Medicine or Law, etc.) or other professional program (e.g., Nursing, etc.)

E. **Parking Permit:** Employees who park their vehicle(s) on campus must register their vehicle(s) with CMU Police and display a valid parking permit. Permits are issued annually and may be purchased pre-tax through payroll deduction, provided the registration process is completed by the deadline posted by CMU Police. The annual cost of a parking permit is not to exceed \$200 for the life of this Agreement.

Article 15
OPPORTUNITY FOR SUPPLEMENTAL EARNINGS

- A. The provisions of this Article pertain only to supplemental assignments, which are not part of the Employee’s in-load work. Supplemental assignments may be granted only upon the recommendation of the department Chair (or Supervisor) and approval of the Dean (or senior officer). There is no right to, nor guarantee of, any supplemental assignment. Employees may decline offers of supplemental assignments without prejudice to the continuation or renewal of their contractual employment.
- B. Employees are issued appointments to teach for a specific academic unit(s) located at the campus of CMU in Mt. Pleasant, Michigan (Main Campus). Employees with a full-time appointment to one unit will not accept other Main Campus appointments without obtaining prior written approval from the Dean of the college of the original appointment.
- C. Employees may be afforded the opportunity of additional earnings from Main Campus appointments up to a total academic year appointment of 125%. If accepted, the supplemental assignments may be arranged as follows:

IF	THEN
100% Appointment Fall Semester	150% Appointment Spring Semester
125% Appointment Fall Semester	125% Appointment Spring Semester
150% Appointment Fall Semester	100% Appointment Spring Semester

For summer appointments, the total appointment shall not exceed 150%.

D. Global Campus:

- 1. Assignments accepted by Employees from the CMU Global Campus unit, which are not part of a normal workload, shall be compensated according to rates determined solely by Global Campus. No aspect of any appointment with Global Campus shall be subject to the Grievance Article (Article 8) of this Agreement.
- 2. Employees may accept Global Campus assignments as part of a normal workload with the approval of the Dean, or as supplemental assignments subject to the approval process detailed below.
- 3. Global Campus has the responsibility for decisions regarding the scheduling and staffing of the courses for which it is accountable. In carrying out its responsibility, Global Campus will give first preference to instructors represented by the CMU Faculty Association, except in cases outlined in paragraphs 9 and 10 below, and second preference to those instructors represented by the Union of Teaching Faculty who hold a normal workload appointment of not less than 0.5 FTE; Global Campus reserves the right to assign individuals not represented by the Union of Teaching Faculty on the basis of:
 - a. Instructional or pedagogical appropriateness,

- b. Affordable Care Act, State Authorization, or other existing or future regulatory requirements,
 - c. Programmatic need for unique subject matter competency,
 - d. Sponsor-specific requirements, or
 - e. An existing non-bargaining unit member who has historically taught for Global Campus.
4. In regards to an Employee's eligibility for second right of refusal as defined in paragraph 3 above, should the Employee's normal FTE appointment change to less than a 0.5 at any time between issuing the assignment and the start of the course, Global Campus reserves the sole and exclusive right to rescind the Employee's supplemental assignment, and reassign it to another instructor of any Employee group.
5. Global Campus will announce its offerings by publishing them electronically on the Global Campus website. This site will also provide the deadline date for submitting CMU Union of Teaching Faculty Teaching Preference Forms, the appropriate Global Campus 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.
- a. Any Employee desiring to enter into a contract to teach a scheduled course according to the Global Campus prescribed format and criteria must indicate that preference by submitting a CMU Union of Teaching Faculty Teaching Preference Form with the appropriate signatures to Global Campus within fifteen (15) business days of the announcement of the offering of the course by the deadline indicated in the course offering list.
 - b. An Employee will not be contracted by Global Campus for any course outside her or his own departmental courses without the approval of the Chairperson of the academic unit that provides the course designator.
 - c. In cases in which an Employee is not a member of the academic unit that provides the course designator, the Union of Teaching Faculty Teaching Preference Form must include both
 - i. the signature of the Chairperson of the academic unit from which the course originates, to indicate the Employee is qualified to teach the course, and
 - ii. the signature of the Chairperson of the Employee's own academic unit as an indication that the instructor may teach at the time and location of the scheduled class.
6. When no instructor represented by the Faculty Association indicates a preference to teach a course and more than one (1) Employee represented by the Union of Teaching Faculty indicates preference for the same course, the originating academic unit of the course shall have the responsibility of designating who will teach the course.
7. If the course is to be taught in an online (or Web-based) format, the Employee, by signing the Union of Teaching Faculty Teaching Preference Form, attests that he or she has successfully completed CMU's Center for Instructional Design's *Online Teaching Workshop* (or

an equivalent approved by the Center for Instructional Design), and that he or she will adopt or adapt online teaching “best practices” in a manner appropriate to the course in order to help ensure that the course learning objectives are met.

8. The Employee shall deliver a copy of the Union of Teaching Faculty Teaching Preference Form to the office of the academic unit Chairperson for appropriate signatures and then submit to Global Campus before the deadline. The academic unit Chairperson then shall sign the form indicating her or his approval, or non-approval, for the Employee to teach the specific course. In the case of approval, the Chairperson’s signature is an indication that the Employee has the subject matter expertise to teach the course and that the Employee may teach at the time and location of the Global Campus class without causing a conflict with the Employee’s Main Campus commitment to the academic unit. The Chairperson’s approval or non-approval is subject to review by the Dean.
9. Employees may be assigned by the Chairperson of their academic unit to develop new online courses to be delivered by Global Campus, or revise existing online courses. Such an assignment could be established as an in-load assignment (see Article 10(E)) or as a supplemental assignment. The terms of a supplemental course development assignment shall be set in accordance with Global Campus practices that apply to other faculty.
10. When an Employee develops an online course, that Employee shall have first right of refusal to teach that course the first time it is offered in accordance with language contained within the Online Course Development contract. The Employee shall submit a Union of Teaching Faculty Teaching Preference Form for the course and shall be approved to teach that specific course.

E. Outside Employment:

1. Any outside employment must be undertaken with the understanding that it shall not conflict or interfere with responsibilities assigned to or inherent in the Employee’s position or academic program at CMU.
2. An Employee of CMU may not utilize CMU property in such outside activities, including computer resources, office supplies, etc.
3. Upon request by the department Chair or Dean (or designee), any full-time Employee shall submit a report on a form provided by CMU detailing all outside employment. The report, if requested, shall be submitted once per year, and shall be due in the seventh week of the semester in which it was requested.

**Article 16
DISCIPLINE AND DISCHARGE**

- A. Discipline shall be imposed only for just cause. Where safety, or the good order of CMU operations, may be at issue, an Employee may be suspended prior to conducting the investigation described below.
- B. When a matter of concern related to an Employee arises, CMU may conduct an investigation

upon its determination that such an investigation is warranted. Faculty Personnel Services (FPS) shall be involved in all investigations, and, except for complaints pertaining to the assignment of a grade, FPS will be notified of complaints or charges made against an Employee as soon as possible.

- C. If CMU determines that an investigation will be conducted and that the Employee will be interviewed as part of the investigation, the Employee will be notified of the intent to conduct such an investigation, the nature of the investigation, and that he or she is entitled to have a UNION representative present at the interview. Upon election of UNION representation, CMU shall also inform the UNION of its intent to conduct an investigation. It is acknowledged, however, that these notice requirements will not apply where they would impede the administration of justice in a criminal investigation. The purpose of UNION representation is to provide the Employee with appropriate advice, not to answer questions posed by CMU to the Employee. Should the Employee elect not to have UNION representation, CMU shall secure a written waiver to this effect.
- D. The Employee shall cooperate with CMU during the course of the investigation. This cooperation shall include, at a minimum: complying with all reasonable requests of CMU, including, but not limited to, meeting with CMU representatives at mutually agreed upon times/places; answering truthfully any questions asked; submitting to CMU any and all requested documents/materials in her or his possession; and securing her or his UNION representation in a timely manner, when applicable. The UNION shall not impede the investigation in any manner, including by failing to supply a representative on a timely basis.
- E. CMU shall conduct its investigation in a manner so as to provide the Employee with an opportunity to present her or his point of view and evidence on the matter at issue. During the investigation, the Employee shall have the opportunity to suggest parties to be contacted by CMU as part of its investigation.
- F. When more than one CMU office/unit is involved at the same time in the investigation of an Employee 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 Employee from one CMU-designated representative.
- G. CMU shall endeavor to complete its investigation in the shortest time practicable. If the conclusion of the investigation shall likely exceed three (3) calendar months from the date CMU notified the Employee in writing of its intent to conduct an investigation, CMU will notify the Employee and the UNION (unless the Employee has declined UNION representation) in writing of how much additional time is required.
- H. In circumstances where an initial meeting with an Employee being investigated (and her or his UNION representative, if elected) is scheduled for later than fourteen (14) calendar days after the initial notification, the three (3) calendar month notice requirement is automatically tolled the equivalent number of days for which the initial meeting exceeds fourteen (14) calendar days (i.e. if an initial meeting with an Employee is not scheduled until thirty-four (34) days after notice, the three (3) month notice requirement is automatically extended to three (3) months and twenty (20) days). This tolling provision applies to all investigations including ones involving more than one (1) CMU office or unit.

- I. Upon completion of its investigation, CMU shall provide to the Employee and the UNION (if the Employee has elected UNION representation) a written decision regarding what disciplinary action, if any, is to be taken, together with its rationale for the decision.

Article 17

INTELLECTUAL PROPERTY RIGHTS - OWNERSHIP

- A. Ownership rights to intellectual materials created by Employees 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)
https://www.cmich.edu/office_provost/ORSP/GrantsManagement/Documents/Updated2008_IP.pdf.
- B. The CMU "Intellectual Property Rights" policy applies to Employees; and, to the extent the April 20, 1998 letter and the November 4, 2008 letter, both mentioned above, refer to "regular" faculty, that reference is understood to apply also to Employees.

Article 18

NON-DISCRIMINATION AND HARASSMENT

- A. **Non-Discrimination Policy**: CMU policy states that:
 1. Central Michigan University is an affirmative action/equal opportunity institution. It encourages diversity and provides equal opportunity in education, employment, all of its programs, and the use of its facilities. It is committed to protecting the constitutional and statutory civil rights of persons connected with the university. Unlawful acts of discrimination or harassment by members of the campus community are prohibited.
 2. In addition, even if not illegal, acts are prohibited if they discriminate against any university community member(s) through inappropriate limitation of access to, or participation in, educational, employment, athletic, social, cultural, or other university activities on the basis of age, color, disability, gender, gender identity/gender expression, genetic information, height, marital status, national origin, political persuasion, race, religion, sex, sexual orientation, veteran status, or weight. Limitations are appropriate if they are directly related to a legitimate university purpose, are required by law or rules of associations to which the CMU Board of Trustees has determined the university will belong, or are lawfully required by a grant or contract between the university and the state or federal government. Limitations of current facilities related to gender identity/gender expression are excluded from this policy.
 3. The President is directed to promulgate practices and procedures to realize this policy. The procedures shall include the identification of an office to which persons are encouraged to report instances of discrimination and a process for the investigation and resolution of these reports/complaints.

- B. **UNION Activities:** Neither CMU nor the UNION shall discriminate against, intimidate, restrain, coerce, or interfere with an Employee because of, or with respect to, her or his lawful UNION activities, including participation in a grievance, or membership, or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the UNION.
- C. **Expansion of Rights:** Employees will be afforded any additional protections, more expansive than above, as set forth in any future non-discrimination policies of the Board of Trustees of CMU, or as protected under federal or state law.
- D. **Reconciliation:** An Employee who believes that he or she has been subject to discrimination or harassment in violation of this Article must first pursue her or his claim formally through the CMU Office of Civil Rights and Institutional Equity (OCRIE) before seeking a possible remedy through another provision of this Agreement. The grievance timetable in this Agreement shall be tolled while the Employee pursues her or his claim through OCRIE.

Article 19

RELEASE TIME FOR UNION OF TEACHING FACULTY OFFICERS

The UNION shall be granted release from teaching responsibilities for its officers, allocated at the UNION's discretion, equal to four (4), three (3) credit-hour course releases, for the academic year. The UNION must inform Faculty Personnel Services of the names of the person(s) being assigned course release, and the distribution, no later than June 30th for the following academic year.

Article 20

CONTINUITY OF OPERATIONS

- A. The UNION, through its officials, will not cause, instigate, support, or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of CMU, such as the failure to report for duty, the unexcused absence from work, the stoppage of work, or the failure, in whole or in part, to fully, faithfully and properly perform the duties of employment.
- B. If the UNION, through its officials, disavows in writing any such action, CMU agrees that it will not file or initiate any action for damages against the UNION or its officials.
- C. CMU agrees that during the life of this Agreement there will be no lockout.

Article 21

VALIDITY

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

Agreement is discovered or declared by a court of law to be invalid, CMU and the UNION, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 22
TERM OF AGREEMENT

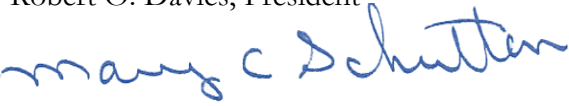
- A. This Agreement shall become effective upon ratification by the UNION and CMU, and shall remain in full force and effect until 12:01 am July 1, 2022, at which time it will terminate.
- B. If, pursuant to negotiation, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

SIGNATORIES

CENTRAL MICHIGAN UNIVERSITY



Robert O. Davies, President



Mary C. Schutten, Provost

NEGOTIATING TEAM



Dennis R. Armistead



Scott J. Hoffman

UNION OF TEACHING FACULTY



Grace M. Vandemark, President

NEGOTIATING TEAM



Matthew A. Katz



Recia Crawford
AFT Lead Organizer

**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL MICHIGAN UNIVERSITY AND
THE UNION OF TEACHING FACULTY, AFT MICHIGAN, AFL-CIO**

Employee Titles

1. An Employee who has previously held an appointment with CMU and who wishes to retain the prior title may do so for as long as he or she is continuously appointed in the position.
2. All Employees may use the title “Lecturer” at will.
3. An Employee appointed at the rank of Lecturer III may use the title “Senior Lecturer” at her or his preference.

FOR THE UNION:



Grace M. Vandemark, President

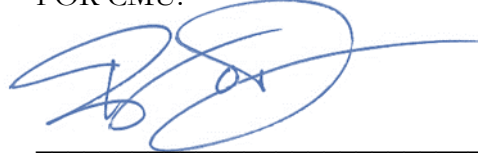


Matthew A. Katz, Co-Chair

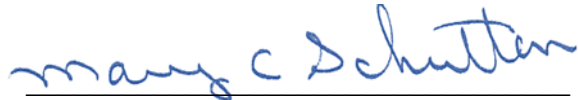


Recia Crawford, AFT Lead Organizer

FOR CMU:



Robert O. Davies, President



Mary C. Schutten, Provost



Dennis R. Armistead, Executive Director

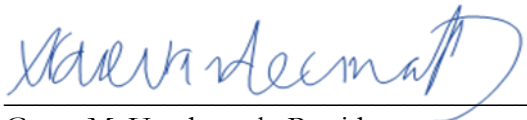
**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL MICHIGAN UNIVERSITY AND
THE UNION OF TEACHING FACULTY, AFT MICHIGAN, AFL-CIO**

Information Technology Training

Employees whose in-load professional duties require the use of information technology in teaching and student advising may be required to participate in information technology training programs offered by CMU.

Should such mandatory training represent a significant investment of time for any Employee(s), CMU will provide written explanation to the UNION and, upon written request, will engage in negotiations with the UNION regarding compensation for said training.

FOR THE UNION:



Grace M. Vandemark, President



Matthew A. Katz, Co-Chair



Recia Crawford, AFT Lead Organizer

FOR CMU:



Robert O. Davies, President



Mary C. Schutten, Provost



Dennis R. Armistead, Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL MICHIGAN UNIVERSITY AND
THE UNION OF TEACHING FACULTY, AFT MICHIGAN, AFL-CIO**

Department and University Participation

1. Department Participation

Within each department, Employees will have an advisory role in matters directly related to their employment obligations. It is understood that Employees must be appropriately informed about such departmental matters in order to exercise their advisory role. The breadth and depth of departmental participation by Employees will be determined by the employing department. However, Employees shall have a reasonable opportunity periodically to transmit their interests, either orally or in writing, to the department Chair or unit Director.

2. University Participation

When CMU establishes a new University-wide committee, except committees appointed by the CMU Board of Trustees or the Academic Senate, and the committee in question has representation from any other faculty Employee group, CMU shall invite the UNION to nominate Employees to participate as a committee member. CMU shall then have sole discretion as to whether to appoint the nominated Employee to the committee.

3. Evaluation of Administrators

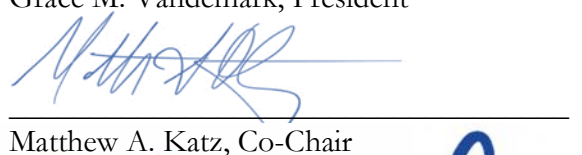
Employees may, if allowed by department procedure and/or college, participate in any annual evaluation of a Chair, Director, Coordinator, or Dean.

4. CMU will make every effort to ensure that department Bylaws do not contain provisions regarding Employees' terms and conditions of employment that conflict with this Agreement between the parties.

FOR THE UNION:



Grace M. Vandemark, President




Matthew A. Katz, Co-Chair




Recia Crawford, AFT Lead Organizer


FOR CMU:



Robert O. Davies, President



Mary C. Schutten, Provost



Dennis R. Armistead, Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL MICHIGAN UNIVERSITY AND
THE UNION OF TEACHING FACULTY**

Joint Appointment with College of Medicine

Employees who accept a joint appointment with the Central Michigan University College of Medicine will remain in the bargaining unit, subject to the applicability of Article 2. The primacy of the appointment (FTE, workload, responsibilities, etc.) determines the exclusion of College of Medicine employees from the unit pursuant to Article 2. It is not the intent of the parties to erode the bargaining unit in any way.

FOR THE UNION:



Grace M. Vandemark, President




Matthew A. Katz, Co-Chair

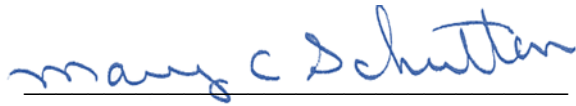


Recia Crawford, AFT Lead Organizer

FOR CMU:



Robert O. Davies, President



Mary C. Schutten, Provost



Dennis R. Armistead, Executive Director

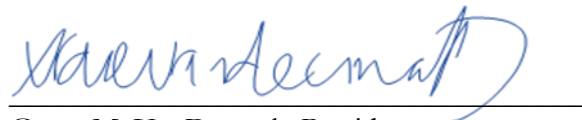
**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL MICHIGAN UNIVERSITY AND
THE UNION OF TEACHING FACULTY**

Vision Coverage

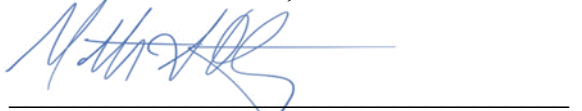
This Memorandum of Understanding is made between Central Michigan University and the Union of Teaching Faculty to work toward the inclusion of Lecturer II and Lecturer III status Employees with a three-quarter (3/4) time or greater full-year appointment in the presently established vision plan, or to establish a separate and new vision coverage plan for Lecturer II and Lecturer III status Employees with a three-quarter (3/4) time or greater full-year appointment. The intent of the parties is to achieve inclusion of Lecturer II and Lecturer III status Employees with a three-quarter (3/4) time or greater full-year appointment in the present plan or the establishment of new vision plan coverage for Lecturer II and Lecturer III status Employees with a three-quarter (3/4) time or greater full-year appointment by the start of the 2018-2019 academic year.

The current vision coverage plan provided to employee groups other than fixed-term faculty during academic year 2015-2016 is wholly participant funded, and CMU does not contribute any portion of participant premiums. Future inclusion of Lecturer II and Lecturer III status Employees with a three-quarter (3/4) time or greater full-year appointment in the current vision coverage plan or the establishment of new vision coverage for Lecturer II and Lecturer III status Employees with a three-quarter (3/4) time or greater full-year appointment shall not in any way modify CMU's 0% contribution to plan participant premiums. It is the understanding of the parties that the current vision coverage plan, and any future established vision coverage plan shall remain 100% plan participant funded.

FOR THE UNION:



Grace M. VanDemark, President



Matt A. Katz, Co-Chair




Recia Crawford, AFT Lead Organizer

FOR CMU:



Robert O. Davies, President



Mary C. Schutten, Provost



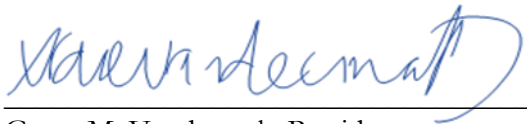
Dennis R. Armistead, Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL MICHIGAN UNIVERSITY AND
THE UNION OF TEACHING FACULTY**

Tuition Remission & University Policy

The parties agree that inasmuch as Article 14(D) conflicts with the Tuition Benefit Plan Policy revised February 14, 2013, the revised policy applies to Employees.

FOR THE UNION:



Grace M. Vandemark, President



Matthew A. Katz, Co-Chair




Recia Crawford, AFT Lead Organizer

FOR CMU:



Robert O. Davies, President



Mary C. Schutten, Provost



Dennis R. Armistead, Executive Director

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