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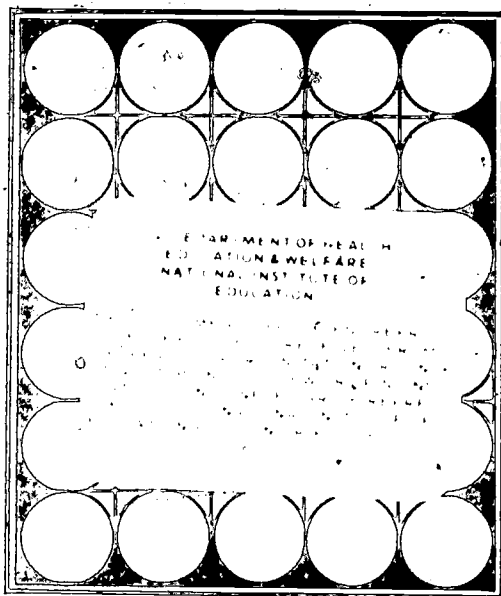
IDENTIFIERS Central Michigan University

ABSTRACT

The general purpose of the 1974-1977 faculty agreement reached between Central Michigan University and Central Michigan University Faculty Association is in respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit. Issues agreed upon include: (1) aid to collective bargaining agents; (2) grievance procedures; (3) arbitration; (4) the faculty handbook; (5) faculty reductions; (6) personnel files; (7) departmental procedures; (8) leaves of absence; (9) faculty promotions; (10) salaries; (11) affirmative action; and (12) strikes. (KE)

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1974-1977 AGREEMENT



CENTRAL MICHIGAN UNIVERSITY

ED126739

HE 007 147

Agreement Between

Central Michigan University

and

Central Michigan University

Faculty Association

PREAMBLE

Central Michigan University and Central Michigan University Faculty Association recognize that the goals of the University are best undertaken within an atmosphere of freedom and fairness. To these ends the University and the Association reaffirm their belief in the moral and legal principles supporting a university environment, free of decisions based on race, color, religion, sex, age, or national origin. The University should be a place where there exists the right to inquire, teach, discuss, publish and disseminate the results of inquiry. To these ends the University and the Association support the concepts of nondiscrimination and Academic Freedom.

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AGREEMENT

This Agreement entered into this ninth day of September 1974, is between Central Michigan University (herein referred to as "UNIVERSITY") and Central Michigan University Faculty Association (formerly Central Michigan University District of Michigan Association of Higher Education and herein referred to as "ASSOCIATION").

Article 1
PURPOSE AND INTENT

1. The general purpose of this Agreement is to set forth agreements reached between the University and the Association with respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit described in the Recognition clause below.

Article 2
RECOGNITION

1. The University acknowledges the expressed desire of persons described in the bargaining unit described below as indicated in the election held September 24, 1969, to be represented by the Association as exclusive bargaining agent and does hereby recognize for the term of this Agreement said Association for that purpose for the persons included in the following bargaining unit:

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;

B. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and persons chairing a department;

C. Regular part-time faculty who hold faculty rank carrying at least one-half teaching load;

EXCEPT graduate assistants, coordinators, visiting faculty, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, associate deans, assistant deans, vice presidents, vice provosts, the provost, and the president.

Article 3
DEDUCTION OF ASSOCIATION DUES

Payment by Deduction

1. During the life of this Agreement, the University agrees in accordance with, and to the extent of, any applicable State or Federal laws to deduct monthly membership dues and service fees in an amount established by the Association, proportionately each pay

period, from the wages due all members of the Association and the bargaining unit who individually and voluntarily give the University written authorization to do so and shall forward such dues to the Treasurer of the Association at an address furnished in writing to the University by the Association on or before the seventh (7th) day after each pay date. Such written authorization shall continue for the duration of this Agreement unless the employee gives written notice of termination to the University and the Association at least fifteen (15) days prior to any pay period of this Agreement. The Association agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Association dues from any employee's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association as set forth above.

2. The aforementioned authorization shall be in the following form:

CENTRAL MICHIGAN UNIVERSITY
PAYROLL DEDUCTION AUTHORIZATION

I, _____ hereby authorize the University to deduct from my earnings each bi-weekly payroll period the indicated amount and to remit this deduction to the needed agency.

Purpose of Deduction: Faculty Association Dues or service fee:

Effective Date: ___/___/___

Amount of Deduction: _____ (or such change in amount as levied by the Association for such dues or service fee after thirty (30) consecutive calendar days written notice to the Business Office of the larger amount.)

Deduction to be Remitted to: _____

Dated: ___ / ___ / ___ Signature _____

Soc. Sec. No. _____

Department: _____

Deductions

3. Deductions shall be made only in accordance with the provisions of said Payroll Deduction Authorization, together with the provisions of this Agreement. The University shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with this provision.

Delivery of Executed Authorization of Payroll Deduction Form

4. A properly executed copy of such Payroll Deduction Authorization for each bargaining unit member for whom the Association membership dues or service fee are to be deducted hereunder shall be delivered to the University before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization which is incomplete or in error will be sent to the local Association Treasurer by the University.

When Deductions Begin

5. Deductions under all properly executed Payroll Deduction Authorization forms shall become effective at the time the application is tendered to the University and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the bargaining unit member has sufficient net earnings to cover such payment.

Refunds

6. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution or By-Laws, refunds to the bargaining unit member will be made by the Association.

Termination of Deduction

7. A bargaining unit member shall cease to be subject to deductions beginning with the pay period immediately following the month in which the bargaining unit member is no longer a member of the bargaining unit. The Association shall be notified by the University of the names of such employees following the end of the pay period in which the termination took place.

Disputes Concerning Deduction

8. Any dispute between the Association and the University which may arise as to whether or not a bargaining unit member properly executed or properly revoked a Payroll Deduction Authorization form, shall be reviewed with the bargaining unit member by a

representative of the Association and the designated representative of the University. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.

Limit of University's Liability

9. The University shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by bargaining unit members.

List of Members Paying Dues Directly

10. The Association shall furnish the University, within thirty (30) consecutive calendar days after the effective date of this Agreement, the names of all members paying dues directly to the Association. Thereafter the Association will furnish the University a monthly list of any changes.

Article 4

ASSOCIATION FINANCIAL SECURITY

1. Because of services provided by the Association, all bargaining unit members shall either be members of the Association or fairly share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of dues uniformly required of members of the Association. Bargaining unit members may either pay directly to the Association or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the University. If payment is made by dues deduction, the University shall spread the deductions over the two regular semesters, and shall make a deduction at least monthly (and more often at its election).

2. The parties agree that a bargaining unit member who has not complied with the requirements of this clause within sixty (60) consecutive calendar days of the beginning of an academic semester, shall be liable to the Association in a civil action for money damages or for equitable enforcement of the bargaining unit member's obligation hereunder in accordance with the provisions of the statute in such case made and provided.

Article 5
AID TO OTHER COLLECTIVE BARGAINING AGENTS

1. The University shall not aid, promote, or finance any collective bargaining agent which purports to engage in collective bargaining or make any agreement with such agent for the purpose of undermining the Association.

Article 6
SPECIAL CONFERENCES

1. Special conference for important matters shall be arranged between the President or designee of the Association and the designated representative of the University upon request of either party. Such meetings shall be between a maximum of four (4) representatives of the University and a maximum of four (4) representatives of the Association with more attending by mutual agreement of the parties. Arrangements for such a special conference shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. If the University and the Association both consent, agreements reached at a special conference shall be reduced to writing and then serve as precedent for future similar issues during the life of this Agreement.

2. Special conference is one of the ways in which the parties agree to meet their duty to bargain collectively, but neither party may use a remedy or seek relief other than mediation for the purpose of a third party review of matters in special conference.

Article 7
GRIEVANCE PROCEDURE

1. A grievance is an alleged violation of this Agreement. Grievances shall be presented and processed as set forth below.

2. The persons who may bring a grievance are:

- A. Any bargaining unit member may bring a grievance.
- B. Two or more bargaining unit members alleging the same violation of this Agreement may bring the same grievance under this Agreement.
- C. Three or more bargaining unit members may sign the

- same grievance to the extent that all their grievances involve the same issue. Such a grievance shall be called a group grievance. When a group grievance is brought, the Association will designate one of the grievants to represent the group as a single spokesperson with the understanding that any resolution at the second stage, or beyond, must have the concurrence of the Association.
- D. 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 Association may bring and process the grievance on behalf of all bargaining unit members as a single grievance. It is understood that the result of the grievance shall be binding on each and every bargaining unit member.
- E. Where an Association interest is at stake and does not involve money damages which would be paid to individuals in the bargaining unit, the Association may bring a grievance.

First Stage (Informal)

3. An aggrieved party shall ask the Provost or designee for a personal conference for the purpose of resolving the matter within fifteen (15) consecutive calendar days after the occurrence of the act giving rise to the grievance or the matter will not be a proper subject for the grievance procedure. The conference shall be attended by the Provost or designee. The aggrieved party may request any person employed at the University to attend the meeting including a representative of the Association. The Provost or designee may request any person at the University to attend. If both parties feel that the matter may be solved by additional conferences, they may hold one or more for this purpose. If a solution is achieved in the conferences, the matter shall be terminated. The time limit may be extended by mutual agreement.

Effect of Resolutions at the First Stage

4. Any solution achieved at the informal stage of this

grievance procedure shall not constitute a binding precedent in the settlement of similar grievances.

Moving to Second Stage of Grievance Procedure

5. The aggrieved party, after attending at least one conference with the Provost or designee may move the matter to the Second Stage of this grievance procedure.

Second Stage (Formal)

6. If the grievance is not resolved, the aggrieved party may refer the grievance to the Association Committee on Contract Grievances. The person who chairs the Committee shall reduce the grievance to writing. The written statement of grievance shall indicate the provision or provisions in the contract alleged to have been violated, setting forth all the facts pertaining to the alleged violation, and setting forth the requested relief for the person or persons grieving.
7. The grievance must be presented in writing to the Provost or designee by the said person chairing the Committee within twenty (20) consecutive calendar days after the occurrence of the first meeting with the Provost or designee in order to be a proper matter for the grievance procedure. Matters not brought within the time limit are ended. The time limit may be extended by mutual agreement.
8. The Provost or designee shall schedule a meeting with the aggrieved party and Association representative for the purpose of discussing the grievance within ten (10) consecutive calendar days from receipt of the grievance by the Office of the Provost. The time limit may be extended by mutual agreement.
9. The Provost or designee shall answer the grievance giving reasons for the answer in writing within ten (10) consecutive calendar days from the date of the

meeting at which the grievance was discussed. The time limit may be extended by mutual agreement.

10. The matter must be appealed as provided in the Third Stage or the grievance shall be considered settled on the basis of the last answer and shall not be subject to further review.

Third Stage

11. If the answer of the Provost or designee is not satisfactory, the grievance may be referred by the aggrieved party in writing to the Association with a carbon copy of same presented to the Office of the Provost. The carbon copy must be received in the Office of the Provost within seven (7) consecutive calendar days after the answer of the Provost or designee in order to be a proper matter for the grievance procedure. The time limit may be extended by mutual agreement.

12. The Association will review the matter and if it wishes to carry the matter further, the President or designee of the Association shall within seven (7) consecutive calendar days after a copy of the appeal to the Third Stage is received in the Office of the Provost refer the matter by writing delivered to the Office of the Provost to the University Conference on Contract Grievances or the matter is ended on the basis of the last answer. The time limit may be extended by mutual agreement.

13. If the Association refers the matter to the University Conference on Contract Grievances, the President or designee of the Association shall prepare a record which shall consist of the original written grievance prepared by the person chairing the Association Committee on Contract Grievances and the written answers to the grievance and such other written records and all other information as there may be in connection with the matter. The record shall be forwarded to the Provost or designee together with written notice that the last answer of the Provost or designee with respect to the grievance is not sat-

- isfactory to the Association. The matter may then be submitted to the University Conference on Contract Grievances for disposition. Such disposition is to be made within fourteen (14) consecutive calendar days after the matter is first referred to the University Conference on Contract Grievances. The time limit may be extended by mutual agreement.
14. The University Conference on Contract Grievances shall consist of two (2) representatives of the University and two (2) representatives of the Association. The University and the Association may each elect to have a third representative attend whose participation will be limited to observing the proceedings and to providing information, upon request, pertinent to the matter under consideration by the Conference. Additional persons may attend the conference by mutual agreement.
15. The decision of the University Conference on Contract Grievances shall be in writing. If the Conference cannot agree on a resolution to the matter, it shall state that fact in writing signed by the representative of the parties attending the Conference.
16. If the University Conference on Contract Grievances is unable to resolve the matter, the Association shall notify the University at the Conference whether it is electing to take the matter to arbitration. The Conference may be adjourned and reconvened within fourteen (14) consecutive calendar days for this purpose. If no election for arbitration is made, the matter is settled on the basis of the last answer by the Provost.

Article 8

ARBITRATION

Binding Arbitration of Contract Grievances

1. If the Association elects arbitration, the members of the University Conference on Contract Grievances shall attempt to select an Arbitrator. If either the Association or the University

requests, the University Conference on Contract Grievances may adjourn for a period of up to seven (7) consecutive calendar days (exclusive of Saturday and Sunday) at which time it will reconvene and attempt to agree upon an Arbitrator. If the members of the Conference cannot agree upon an Arbitrator, the party bringing the grievance shall request a list of seven (7) names of Arbitrators to be given to the Conference by the American Arbitration Association. If either party is dissatisfied with said list, it may within three (3) consecutive calendar days (exclusive of Saturdays and Sundays) after its receipt reject the list and request a new list of seven (7) Arbitrators.

2. Within five (5) consecutive calendar days (exclusive of Saturdays and Sundays) after the parties have received a list of seven (7) Arbitrators, which has not been rejected under this Agreement, the Conference shall meet for the purpose of determining an Arbitrator. If the Conference cannot mutually agree on one (1) Arbitrator submitted on the list, or otherwise, the parties shall by drawing lots determine which party shall first strike a name. The parties shall alternately strike one name from the list until one (1) name remains which has not been struck. The name remaining shall be the Arbitrator. The members of the Conference shall then sign a paper stating the name of the Arbitrator selected and the party bringing the grievance shall forward the paper to the American Arbitration Association.

3. The fees and approved expenses of an Arbitrator shall be paid by the party who does not prevail before the Arbitrator.

4. Grievances within the meaning of the Grievance Procedure and of this Arbitration clause shall consist only of disputes about alleged violations of this Agreement. 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 the University or the Association; 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 to this Agreement.

5. Each decision of the Arbitrator shall be final and binding on the University and the Association.

Binding Arbitration of Reversal or Modification of Formal Hearing Committee's Reappointment or Tenure Decision

6. A decision which would result in reappointment or granting of tenure by the Formal Hearing Committee* under "Procedures for Handling Questions of Professional Concern Involving One or More Members of the Teaching Faculty" (herein called *Procedures*) may only be appealed to the Office of the President. The appeal must be in writing to the Office of the President within thirty (30) consecutive calendar days of the decision of the Formal Hearing Committee or the matter is ended.

7. The Office of the President shall answer the appeal in writing within thirty (30) consecutive calendar days of the receipt of the appeal unless the time limit is extended with agreement of the bargaining unit member whose reappointment or tenure is the issue. The Office of the President shall reverse or modify a decision of the Formal Hearing Committee only for unusual circumstances and for compelling reasons.

8. When the Office of the President acting pursuant to such an appeal or pursuant to "III(9)" of the *Procedures* reverses or modifies such a decision of the Formal Hearing Committee, the bargaining unit member whose reappointment or tenure is the issue shall have a right to refer the matter to arbitration. The issue to be submitted to the Arbitrator shall be whether the official written statement of the Office of the President offers compelling reasons to overturn the decision of the Formal Hearing Committee. The grievant and the University may each introduce evidence on the issue and the Arbitrator shall consider such evidence together with the record of the proceedings of the Formal Hearing Committee.

9. The bargaining unit member may elect to request the Association's assistance with the arbitration or may handle the matter without the assistance of the Association. In either case the bargaining unit member may have the assistance of an attorney-at-law with the matter.

10. Written notice of referral to arbitration must be received in the Office of the President within seven (7) consecutive calendar

*A Formal Hearing Committee acting pursuant to "III (9)" of the "Procedures for Handling Questions of Professional Concern Involving One or More Members of the Teaching Faculty".

days after the Office of the President reverses or modifies the decision of the Formal Hearing Committee or the decision of the Office of the President becomes final. The time limit may be extended by agreement with the Office of the President.

11. The Arbitrator shall be chosen in the manner set forth above in this Agreement. If the Association does not assist the bargaining unit member with the arbitration, then the bargaining unit member or attorney-at-law assisting the bargaining unit member shall perform the functions which the Association would otherwise perform under the procedures for selecting an Arbitrator.

12. The decision of the Arbitrator shall be final and binding upon all parties. The Arbitrator's approved fees and expenses shall be paid by the party who does not prevail in the arbitration. The faculty member denied reappointment or tenure as a result of the decision of the Arbitrator may refer the matter to the Board of Trustees. The faculty member may request the Board of Trustees to review the matter and the Board, although not legally required to do so, may provide any type of relief it feels is in the public interest.

Advisory Arbitration of Unfavorable Reappointment or Tenure Decision

13. Where the issue before a Formal Hearing Committee* is the reappointment or granting of tenure of a bargaining unit member and where the Formal Hearing Committee decision would result in nonreappointment or not granting tenure to the bargaining unit member, the bargaining unit member may appeal to the Office of the President. The bargaining unit member must appeal in writing to the Office of the President within thirty (30) consecutive calendar days of the decision of the Formal Hearing Committee or the matter is ended. The time limit may be extended by the Office of the President. The Office of the President will schedule a meeting with the bargaining unit member and will answer the appeal in writing within ten (10) consecutive calendar days of the conference between the bargaining unit member and the Office of the President. The time limit may be extended by mutual agreement between the bargaining unit member and the Office of the President. If that

*A Formal Hearing Committee acting pursuant to "III (9)" of the "Procedures for Handling Questions of Professional Concern Involving One or More Members of the Teaching Faculty"

office sustains the Formal Hearing Committee, the bargaining unit member may refer that matter to advisory arbitration on either or both of the following grounds:

- A. Whether the Formal Hearing Committee committed an error of written procedure contained in the "Procedures for Handling Questions of Professional Concern Involving One or More Members of the Teaching Faculty" which substantially deprived the bargaining unit member of a fair hearing, or
- B. Whether the Formal Hearing Committee found facts not supported by the evidence brought before it or reached its decision because of gross prejudice, capricious action, or considerations violative of academic freedom which substantially deprived the bargaining unit member of a fair hearing.

Written notice of referral to arbitration must be received in the Office of the President within seven (7) consecutive calendar days after the Office of the President renders its decision, or the right to such referral to advisory arbitration is lost. The time limit may be extended by the Office of the President.

14. The bargaining unit member may elect to request the Association's assistance with the arbitration or may handle the matter without the assistance of the Association. In either case the bargaining unit member may have the assistance of an attorney-at-law with the matter.

15. The Arbitrator shall be chosen in the manner set forth above in this Agreement. If the Association does not assist the bargaining unit member with the arbitration, the bargaining unit member or attorney-at-law assisting the bargaining unit member shall perform the functions which otherwise would be performed by the Association in selecting an Arbitrator.

16. The Arbitrator shall not conduct a *de novo* review of the issue which was before the Formal Hearing Committee, but rather shall—using the standards set forth above—determine whether the bargaining unit member received a fair hearing before the Formal Hearing Committee. The bargaining unit member and the University may each introduce evidence on the question of whether a fair hearing was received under the above standards including introduction of the record made before the Formal Hearing Com-

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mittee. The Arbitrator shall not render an opinion as to whether the bargaining unit member should or should not be reappointed or be granted tenure, but shall only make an advisory recommendation to the University as to whether a fair hearing was held under the above standards and whether the matter should be referred back to another Formal Hearing Committee.

17. The approved fees and expenses of the Arbitrator shall be paid by the Association (if the Association assists the bargaining unit member) or the bargaining unit member if the advisory arbitrator determines that a fair hearing was held under the above standards. The University shall pay those fees if the Arbitrator determines that a fair hearing under the above standards was not held.

18. Use of the advisory arbitration shall not preclude a bargaining unit member from appealing to the Board of Trustees at IV of the *Procedures*.

Article 9 FACULTY HANDBOOK

1. The University publishes a Faculty Handbook (herein called *Handbook*) which is updated and revised from time to time by the University. The University agrees to compile a section of the *Handbook* entitled: "Faculty Personnel Policies". The "Faculty Personnel Policies" section of the *Handbook* will be separated from the remainder of the material in the *Handbook* by index tab, color code or other form of separation. Prior to sending to the printer updating or revised material for the "Faculty Personnel Policies" section of the *Handbook*, the University will schedule and hold an informational meeting concerning the material with a representative designated for that purpose by the Association.

2. Those policies designated in a Letter of Agreement attached to this contract will only be changed through the use of the same process which created them.

3. Failure to implement the obligations undertaken in this clause shall be a grievance under this Agreement; however, the policies referred to above are not incorporated into this contract by reference to them. Any appeal or grievance of a policy appearing in the "Faculty Personnel Policies" of the *Handbook* may be filed only under the applicable appeal or grievance procedure for that

particular policy. Reference to such policies does mean that decisions resulting under such policies may be grievable under the "Advisory Arbitration of Unfavorable Reappointment or Tenure Decision" clause and the "Binding Arbitration of Reversal or Modification of Formal Hearing Committee's Reappointment or Tenure Decision" clause, but the policies shall not otherwise be grievable under this Agreement.

Article 10
**FACULTY REDUCTIONS/REALLOCATIONS
IMPLEMENTATION AND EFFECTS ON INDIVIDUALS**

1. The Letter of Agreement between the University and the Association dated October 15, 1973, and the Faculty Reductions/Reallocations Policy referred to in that Letter of Agreement shall be continued at least until June 30, 1977, with the exception that the reference to the "Association Review Procedure" will be deleted from the letter and with the express understanding that policies referred to in the Faculty Reductions/Reallocations policy may only be changed as agreed in the Faculty Handbook provisions of this Agreement.

Article 11
PERSONNEL FILES

1. The "University Personnel File" for each bargaining unit member shall be maintained in the Office of the Provost and the "School Personnel File" for each bargaining unit member shall be maintained in the Office of the Dean. Each bargaining unit member shall have the right upon prior scheduled appointment to inspect that member's "University Personnel File" and "School Personnel File" under University and School procedures and supervision designed for the maintenance and protection of the file. Any materials in the file pertaining to the hiring of the bargaining unit member may be removed by the University prior to the bargaining unit member's inspection of the file. Bargaining unit members shall have the right to make reasonable additions to their "University Personnel File" and "School Personnel File" including material intended to furnish the bargaining unit member's perspective on any matter in the file.

2. If the "University Personnel File" or "School Personnel File" of a bargaining unit member is subpoenaed, the University will make an attempt to notify the bargaining unit member of the sub-

poena. In this regard, the bargaining unit members may leave with the Office of the Provost a written memo for inclusion in the file containing all addresses or phone numbers where they might be reached (including addresses and phone numbers during breaks).

3. Because of the nature of the academic personnel decision-making processes at the University at department, school, and University levels, nothing in this provision shall be interpreted to mean that academic personnel decisions are based solely on matters in personnel files. Because in the past persons thought material they submitted would be confidential, the University may remove material filed prior to this Agreement but will replace the material with a file note protecting the confidentiality of the material which was removed.

4. This provision has as its purpose the opportunity for bargaining unit members to see matters in their personnel files subject to the exceptions noted, and for that reason the remedy of any proven violation of this provision in any proceedings shall not affect any personnel decision, but those personnel decisions shall be subject to the applicable appeal procedures.

Article 12

DEPARTMENTAL PROCEDURES

1. The academic departments, the Library, Directed Teaching and the Counseling Center of the University have developed the method by which each such area would determine its:

A. System for arriving at recommendations made by the area to the University;

B. Criteria to be used for such recommendations; and

C. Appeals mechanisms, if any, to be used within the areas; only with respect to the area's recommendation regarding the following: selection of new faculty; reappointment of non-tenured faculty; granting of tenure; promotions; teaching in summer sessions, spring sessions, off-campus and correspondence courses; and distribution of the area's professional development travel funds.

2. The written description of these methods shall be kept on file in the Office of the Provost. The Association also has copies.

Amendments to the written descriptions of these methods should be filed with the Office of the Provost and with the Association.

3. The systems, criteria and area appeals mechanisms referred to above are not part of this Agreement nor are they grievable under the Grievance Procedure in this Agreement. However, if an area which has an appeals mechanism fails to make that mechanism available to a bargaining unit member who is also a member of the area that failure shall be grievable under this Agreement provided that the only remedy for such a grievance shall be a requirement that the area make the existing appeals mechanism available to that bargaining unit member.

Article 13 TEACHING OPPORTUNITIES ADDITIONAL TO SEMESTER TEACHING

1. Assignments for teaching in periods other than the two normal semesters shall be made on the basis of departmental criteria. An individual other than a Central Michigan University faculty member may be appointed by the appropriate department.

Article 14 OFF CAMPUS COURSES

1. When a class is planned by the Office of Off-Campus Education, the request for instructional staffing should be directed to the appropriate department. Preference for such assignment is given first to qualified Central Michigan University faculty. When all other qualified departmental resources have been exhausted, the person chairing the department may be permitted to teach a course offered through the Office of Off-Campus Education. Acceptance of courses offered through the Office of Off-Campus Education by bargaining unit members shall be voluntary. However, when the faculty of a school or academic department choose to abide by accreditation standards that restrict loads which would be exceeded by teaching courses offered through the Office of Off-Campus Education, the foregoing rule of preference shall be waived.

2. When it is necessary to appoint an individual other than a Central Michigan University faculty member to teach a college credit course offered through the Office of Off-Campus Education, the credentials of that individual shall first be approved by the appropriate department.

A. Off-Campus Driving Regulations: Bargaining unit members engaged in work through the Office of Off-Campus Education shall have access to University cars, when such are requested, provided they have not been previously scheduled, within the number available. Each bargaining unit member shall have the option of operating a state car if one is available or receiving the established University rate reimbursement for mileage if the bargaining unit member chooses to drive the bargaining unit member's own car.

B. Off-Campus Procedures: Teaching offered through the the Office of Off-Campus Education is to be carried over and above the normal campus load. Requests for bargaining unit members to teach college credit courses offered through the Office of Off-Campus Education shall be transmitted by that Office to the department.

3. Meal allowances for teaching courses through the Office of Off-Campus Education shall be no less than the adopted University schedule as of the signing of this Agreement.

4. Correspondence credit courses are part of the instructional program of the department, but syllabi and examinations are also deposited with the Office of Off-Campus Education. When it is necessary to appoint an individual other than a Central Michigan University faculty member to teach a correspondence credit course offered through the Office of Off-Campus Education the credentials of that individual shall first be approved by the appropriate department.

Article 15 SPRING SESSION

1. By agreement among a bargaining unit member, that bargaining unit member's department and the University, the bargaining unit member's teaching load may be reduced during a regular semester by that bargaining unit member teaching a load equivalent to the load reduction in the spring session without additional compensation.

Article 16 LEAVES OF ABSENCE

Sabbatical Leaves

1. The Association and the University believe that sabbatical

leaves may be granted to faculty so long as the purpose of the leave is to further the interests of the University as well as the faculty member. A sabbatical leave may be granted for a contractual period at half salary or for one-half the annual contractual period at full salary.

Sick Leave

Grant of Sick Leave Days

2. Yearly sick leave allowances are granted to full-time bargaining unit members based on years of service in the bargaining unit at the University in the following manner:

Year of Service	Gross Sick Leave Days
1st	11
2nd	20
3rd	29
4th	38
5th	45
6th and up	six calendar months

Sick leave days are granted according to the above schedule at the commencement of a bargaining unit member's duties for the bargaining unit member's contract period. Sick leave days do not accumulate. However, sick leave days do increase with years of service according to the schedule above.

3. Bargaining unit members who are part-time on a regular basis and permanent basis shall be entitled to sick leave benefits prorated on the basis of the proportion of the position to a regular full-time position. Bargaining unit members who work only a portion of the contract period shall be entitled to sick leave benefits prorated on the basis of the proportion of the said period worked compared to a regular full-time contract position.

Use of Sick Leave Days

4. Under the conditions of the sick leave provisions, all regular or part-time bargaining unit members may use their sick leave days in any month of the year in which they are scheduled on the payroll.

5. All absences of employees due to the physical condition of an employee caused by illness, injury or pregnancy shall be charged

against the employee's sick leave record regardless of whether or not the employee's department absorbs the work or the institution provides a substitute. An employee will be considered absent if the employee fails to appear for regularly scheduled duties for one-half day or more because of illness or injury, and the employee's sick leave days will be charged for the time absent from work. Sick leave may be taken in units of no less than one-half day.

6. Amounts received by a bargaining unit member for a compensable injury (workmen's compensation), social security and any disability income or continuation of income plan or program at the University are deducted from the sick leave payment made to the bargaining unit member.

7. Each bargaining unit member desiring consideration for sick leave benefits may be required to file with the University either a physician's statement as to the bargaining unit member's medical condition or a sworn affidavit that the claim of sick leave absence is bona fide. Until the document requested is filed, all absences will be considered as lost time and the bargaining unit member's pay will be reduced accordingly.

8. A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to that member's condition. If the member's condition would interfere with performance of the member's duties, or might result in injury while working or result in aggravating the condition, reasonable conditions may be placed on re-employment.

9. Whenever a bargaining unit member has used up all of that member's sick leave credit, the member will be removed from the payroll until the member reports back to duty, except as provided under the sick leave bank provisions below.

10. 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 and proper deductions will be made from the bargaining unit member's paycheck.

Records and Reports

The University shall maintain a sick leave record on all bargaining unit members.

11. 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.

Definitions (For Purposes of Sick Leave)

13. Working Day—Any day of the week provided such a day is a scheduled working day for the bargaining unit member even though the member does not have a class scheduled. A work week, for purposes of sick leave, shall be interpreted to mean any five (5) days of a regular work week determined by the individual faculty member's work schedule.

Sick Leave Bank

14. A sick leave bank is established for use by bargaining unit members in their fifth (5th) year of service or less. Three (3) sick leave days shall be deducted from the grant of sick leave granted to bargaining unit members in their fifth (5th) year of service or less. If any of these bargaining unit members should exhaust their grant of sick leave, they may draw from the sick leave bank (pursuant to guidelines developed by the original Sick Leave Bank Committee—copies available from the University or Association) and use them as though they were their own sick leave days.

Leave of Absence Without Salary

15. Leave of absence without salary may be granted only for special reasons for those bargaining unit members who have been employed on a regular basis. Leaves may be granted for such reasons as poor health, advanced study, maternity and child care, visiting professorships, etc. Each request is made to the person chairing the department, coordinator of the area, or person designated for the area who serves the function of a person chairing a department for purposes of this provision, who will refer the matter to the Dean of the school or appropriate director, who will then forward it to the Provost. If the leave is recommended by the appropriate University official and approved by the Central Michigan University Board of Trustees, it shall take effect.

16. A bargaining unit member on a leave of absence without salary because of poor health, active work in the field or educational research (such as a Fulbright or Foundation grant or governmental project), advanced study, maternity and child care, is allowed to continue at the member's own expense provided such

continuation does not duplicate the benefit offered by any other employer of such member, until the bargaining unit member completes twenty-four (24) months of such leave, the following fringe benefits described in this Agreement provided they are in effect as to the bargaining unit member when the member commences such leave and provided the fringe benefit program allows continuation of the benefit while a bargaining unit member is on leave: life insurance, health and surgical insurance, and disability income insurance. The bargaining unit member shall make arrangements with the University Faculty/Staff Benefits Office before commencement of the leave, for any benefits which the bargaining unit member wishes continued.

Military Leave

Short Hours of Duty

17. Any regular full-time bargaining unit member shall, upon the member's request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the military service not to exceed fifteen (15) consecutive calendar days in any calendar year upon the following conditions:

- A. Arrangements for such leaves are to be made with the person chairing the bargaining unit member's department or designated supervisor of a unit not organized as a department well in advance of the actual tour of duty; and
- B. The bargaining unit member is to go on leave, whenever possible, at the convenience of the University; and
- C. The University will pay the difference between a full-time bargaining unit member's military pay and the member's regular pay for up to fifteen (15) consecutive calendar days when the member is on a leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar military organization.

Extended Service

18. Bargaining unit members who enter active military service in the armed forces 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 military service obligation. This leave shall automatically terminate if the bargaining unit member remains in military service beyond the member's initial obligation or fails to report for work within ninety (90) days after release from the military service. A bargaining unit member timely reporting 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 member may be 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 the person.

Leave for Court-Required Service

19. Members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties to an action will be paid the difference between their regular pay and the amount received for serving as a juror or serving as a witness. A bargaining unit member is expected to report for regular University duty when the attendance at Court is not required either for the aforementioned jury duty or as a subpoenaed witness. A bargaining unit member should check with the Payroll Office at the University before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay.

Funeral Leave

20. A bargaining unit member will be given approved absence not to exceed three days in any fiscal year if any of the following relatives die:

- A. spouse, children,
- B. brothers, sisters, brothers-in-law, sisters-in-law,
- C. parents, grandparents, parents-in-law,
- D. relatives living in the same household.

21. The exact length of the leave shall depend upon the requirement of the circumstances

Necessity Leave

22. A bargaining unit member will be given an approved absence

not to exceed two (2) days in any fiscal year for the following:

- A. Attendance at any funeral
- B. Business that cannot be attended to without missing a class. In such cases, the bargaining unit member shall make prior arrangements for the leave with the person chairing the member's department or designated supervisor of a unit not organized as a department. The bargaining unit member shall make an effort to have the member's responsibilities met.
- C. Illness of relative living in the same household. Whenever possible the bargaining unit member shall give advance notice of this leave to the person chairing the department or designated supervisor of a unit not organized as a department. The bargaining unit member shall make arrangements for the handling of the member's responsibilities.

Medical Condition Following Leave

23. A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to that member's condition. If the member's condition would interfere with performance of the member's duties, or might result in aggravating the condition, reasonable conditions may be placed on reemployment.

Article 17

LIFE INSURANCE

1. The Life Insurance made available to each bargaining unit member is an amount of level term Life Insurance of not less than \$15,000 or an amount equal to the member's base salary, whichever is higher, which may be made up from insurance purchased from one or more different insurance carriers selected by the University. If the amount of Life Insurance is not an even multiple of \$1,000, it is raised to the next higher \$1,000 multiple to a maximum of \$60,000. The University pays for the cost of the first \$10,000.*

*Beginning October 1, 1974. Until October 1, 1974, the University will pay for the cost of the first \$5,000 of the insurance for the bargaining unit members who elect coverage.

of the insurance for bargaining unit members who elect coverage. The approximate cost of the insurance for amounts above the first \$10,000 paid on a semi-monthly basis by the bargaining unit member electing coverage is \$.12 per \$1,000 of coverage.

2. When Hospital and Surgical Insurance provides Life Insurance for bargaining unit members, the amount of Life Insurance provided by the Hospital and Surgical Insurance shall be deemed to fulfill that portion of the University's obligation to furnish Life Insurance which is covered by the amount furnished in Hospital and Surgical Insurance.

Article 18

DISABILITY INCOME BENEFIT

1. The University provides a Total Disability Income Protection Plan for members of the bargaining unit. The plan provides a Monthly Income Benefit after a bargaining unit member has been totally disabled for a period of six months because of disability caused by sickness or bodily injury. The bargaining unit member will receive benefits from the plan when integrated with the member's Social Security benefits, workmen's compensation benefits, and any disability income or continuation income plan or program at the University. The Monthly Income Benefit is computed upon a bargaining unit member's ten (10) month salary.* The Monthly Income Benefit will be equal to 60% of the first \$1,000 of Monthly Salary Base of the employee plus 40% of such Monthly Salary Base above \$1,000, but in no event will the sum of Monthly Income Benefit exceed \$1,500. The Monthly Income Benefit is paid for a period of two years while the bargaining unit member is unable, by reason of said sickness or bodily injury, to engage in the member's regular occupation. After the two (2) year period, the plan provides for continuation of payments if the bargaining unit member is unable, by reason of sickness or bodily injury, to engage in any occupation for which the member is reasonably fitted by education, training or experience. Benefits under the plan are not payable beyond the attainment of age sixty-five (65). Additional provisions of the plan are available from the Faculty/Staff Benefits Office of the University.

*The Monthly Salary Base is determined by dividing the ten (10) month salary by 12.

2. The Disability Income Plan provides a three (3) per cent improvement benefit factor to assist with the rise in the cost of living for bargaining unit members who become disabled under the terms of the policy.

3. Commencing as agreed in the Effective Dates clause, the Disability Income Plan will provide a form of continuation of retirement program. The amount paid into retirement under the plan is integrated with Social Security rates and MPSERS past service contribution rates by the carrier to arrive at a retirement contribution approximately the same as would normally be made in a regular TIAA-CREF retirement program. The current benefit is equal to 10.59 per cent of the first \$1,100 of the "Monthly Salary Base", as defined in the plan, of the employee at the commencement of the period of continuous total disability; plus 16.44 per cent of such Monthly Salary Base above \$1,100. The carrier for the plan adjusts the payment rates from time to time to reflect changes in Social Security rates or Past Service Contribution rates. If the employee is enrolled in the TIAA-CREF retirement program, the payments will be made to the employee's TIAA-CREF retirement program. If the employee is enrolled in MPSERS, a TIAA-CREF retirement annuity will be commenced for the employee and the payments will be made into that retirement annuity.

4. Additional information regarding the details of the Disability Income Benefit Plan are available in the Faculty/Staff Benefits Office.

Article 19 RETIREMENT

Participation

1. Two retirement systems are offered at the University:
 - A. Michigan Public School Employees Retirement Fund.
 - B. TIAA-CREF
2. Bargaining unit members must elect to participate in one of these retirement programs within ninety (90) days of the effective date of employment. If an election is not made within the ninety (90) day period, an irrevocable decision to participate in the Michigan Public School Employees Retirement Fund will be as-

sumed to have been made. If the Michigan law is changed allowing a different election period, the parties will negotiate changes in this section accordingly.

Mandatory Retirement Age

3. All participants in either retirement plan shall retire not later than at the end of the academic year in which they attain age seventy (70). The University may grant extensions of service beyond mandatory retirement age for definite periods not to exceed one year each.

Article 20

RETIREMENT SERVICE AWARD

1. Upon retirement at age 60, or above, a bargaining unit member with ten years of service shall receive a retirement service award of one and one-half (1½) percent of the bargaining unit member's current 10 month salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.

2. For those persons in the bargaining unit prior to August 24, 1970, a record of the number of unused accumulated sick leave days credited to each bargaining unit member at the time the sick leave provisions took place in the first Agreement between the parties shall be preserved. If at retirement the unused accumulated sick leave days the bargaining unit member has of record would result in a larger payment under the "Sick Leave Policy Revised" passed by the University on April 4, 1969, than under the provisions of the above paragraph, then the retirement payment will be computed under the provisions of the said April 4, 1969, University "Sick Leave Policy Revised".

3. A person covered under the former University Sick Leave provisions passed by the University on April 4, 1969, having fifteen (15) years of service at Central Michigan University as of September 1, 1970, and retiring under applicable retirement provisions on or before July 1, 1975, shall have the option of the new retirement plan or the former "Sick Leave Policy Revised" program. For purposes of computation at retirement, the retirement service award will be calculated under the provisions of each of the two paragraphs above, and under the April 4, 1969 "Sick

Leave Policy Revised" provisions as though the bargaining unit member had remained on the accrued sick leave system, deducting the sick leave days used from August 24, 1970, to date of retirement to arrive at the total accrued days. The bargaining unit member shall be paid the greater of the three calculations.

4. Bargaining unit members who retire receive only one payment under this retirement benefit provision.

Article 21 FEE REMISSION

1. Bargaining unit members shall be given the opportunity to take University courses and receive a remission of their regular fees paid (maximum of on-campus rates). Regular part-time bargaining unit members are entitled to be reimbursed pro-rated on the basis of the proportions of the position to a regular full-time position. This remission of fees applies only to regular fees charged to all students for enrollment for a specified number of hours. All special or incidental fees, such as the non-refundable registration fee, music fee, special courses fee, parking fees, etc., are not refundable.

2. Conditions for remission:

- A. Not more than two courses and not more than six semester hours of credit will be allowed in any single semester.
- B. Application for refund under University procedure is to be completed within thirty (30) days of completion of the course at the Faculty/Staff Benefits Office.

Article 22 HOSPITAL AND SURGICAL INSURANCE

1. The University agrees to pay up to \$59.90 towards the cost of Michigan Education Special Services Association Super Med 2 Major Medical Expense Insurance, or substantial equivalents from another insurance carrier, in an insurance plan which the University will make available to members of the bargaining unit with coverage for the bargaining unit member, the bargaining unit member's spouse, the bargaining unit member's minor dependent children and the bargaining unit member's adult children to age 25 provided such

dependent children coverage for ages 19, or over, is provided by the insurance carrier in its family coverage without additional charge.

2. Different Health and Surgical programs may be available to different employee groups within the University. Related persons employed at the University may select the Health and Surgical program available to their group for their personal coverage, but may be required by the University to make appropriate elections to avoid double coverage of Health and Surgical Insurance with respect to spouses and children.

3. Election for coverage by bargaining unit members of the above benefit shall be made according to procedures of the Faculty/Staff Benefits Office.

Article 23

ACCIDENT INSURANCE

1. The University shall provide insurance for bargaining unit member's traveling on official University business with coverage at a minimum of \$50,000 for accidental death or dismemberment and a \$1,000 medical expense. The dismemberment benefit may be less than \$50,000 according to the provisions of the policy.

Article 24

VACATIONS

1. Full-time twelve-month bargaining unit members earn vacation allowance at the rate of one and two-thirds ($1\frac{2}{3}$) days per month for a maximum of twenty (20) days per calendar year. Arrangements are made with the Office of the Provost for the taking of vacations.

Article 25

CONFERENCE FOR ASSISTANCE TO NON-TENURED FACULTY MEMBERS

1. An annual individual conference for the purpose of assisting and evaluating each regular non-tenured faculty member (and excluding faculty who have received tenure or notification of non-reappointment or have resigned) will be held at least once each

year between each such member, the member's Dean (or designated representative), and the person chairing the member's department (or representative of the member's Department's Committee having jurisdiction over tenure or reappointment questions). With permission of the Dean, a non-tenured faculty member may waive, in writing addressed to the Dean, the right to such a regularly scheduled conference.

Article 26 PROMOTIONS

Calendar for Promotion

1. Some faculty members are considered for promotion in the spring of the year with actual promotion taking effect at the start of the next academic year.

2. The calendar for promotion consideration shall be as follows:

Recommendation of the Department Due in Office of the Dean	March 1
Recommendation of the Dean Due in Office of the Provost	April 1
Recommendation of the Provost Due in Office of the President	April 10

3. The University may promote faculty members at other times during the year under unusual circumstances when it deems appropriate. When promotions are considered at other times of the year, the President shall present the recommendations for promotion to the Board of Trustees. Each faculty member shall be notified of the status of the member's recommendations for promotion not later than three (3) days following the Board meeting at which the member's promotion was considered. Salary adjustments in these cases shall take effect in the first pay period following the effective date of the promotion.

Conference for Promotions Not Approved

4. Individuals whose promotions are not approved may request a conference, which shall be granted, at the level where the promotion was denied, for the purpose of receiving an explanation of the reason for denial.

**Article 27
SALARY***

1. Commencing with the beginning of the 1974-75 academic year, the University will pay the 5% mandatory contribution to the retirement plan which bargaining unit members previously have paid under Section 21 of the Public School Employees Retirement Act (MCLA 38.221).

2. In addition, each bargaining unit member shall receive a salary increase effective at the beginning of the first semester of the 1974-75 academic year. The minimum salary increase shall be determined by the 1973-74 base salary level according to the following schedule:

1973-74 Base Salary	1974 Minimum Increase to Base Salary
Up To 10,499	460
10,500 - 10,999	440
11,000 - 11,499	420
11,500 - 11,999	400
12,000 - 12,499	380
12,500 - 12,999	360
13,000 - 13,499	340
13,500 - 13,999	320
14,000 - 14,499	300
14,500 - 14,999	280
15,000 - 15,499	260
15,500 - 15,999	220
16,000 - 30,000	200

3. Bargaining unit members who normally teach classes and who are required as a 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.

*References to salary refer to the rates for ten (10) month service only. Adjustments shall be made for twelve (12) month service where appropriate. Twelve (12) month salaries may be adjusted to ten (10) month base salary by multiplying the twelve (12) month salary by 9/11ths.

Article 28

1974-75 ONE TIME ADJUSTMENTS TO SALARY FLOORS

1. In addition, after making the increases to base salary shown above, no full-time bargaining unit member on ten (10) month, or longer contract, shall be paid less than shown in the following amounts according to completed ten (10) month, or longer, service and will be considered for a one time only adjustment to salary computed on that bargaining unit member's salary status at the beginning of the 1974-75 academic year, as follows:

(Completed Years of 10 or 12 Month Service in Rank)

	0*	1	2	3	4	5	6	7	8 Years and up
Prof	\$16,900	17,400	17,900	18,400	18,900	19,400	19,900	20,400	20,900
Assoc Prof	13,900	13,900	14,300	14,700	15,100	15,500	15,900	15,900	15,900
Asst Prof	11,975	11,900	12,225	12,550	12,875	13,200	13,525	13,525	13,525
Instructor	9,525	9,800	10,075	10,350	10,625	10,900	11,175	11,175	11,175

Article 29

SALARIES ADJUSTMENT COMMITTEE

1. A salaries adjustment committee is established consisting of two (2) members appointed by the University and two (2) bargaining unit members appointed by the Association. The committee shall make a study of the regular ten (10) and twelve (12) month base salaries paid to members of the bargaining unit. Among the factors which the committee may consider in establishing the study are:

- A. Factors relevant to achieve the goals in the Preamble of this Agreement
- B. Continuous years of regular ten (10) and twelve (12) month service in rank at Central Michigan University
- C. Degrees held and credentials

*Years of service in the table refers to years of service as a full-time regular faculty member at Central Michigan University as of the end of the 1973-74 academic year. Those bargaining unit members promoted effective the beginning of the 1974-75 academic year shall be considered in the rank they held during the 1973-74 academic year. In no case shall the bargaining unit member receive less than the base salary for the rank to which they were promoted. Bargaining unit members who have not completed a year of 10 or 12 month service are shown as 0.

D. Salaries existing in academic disciplines or departments at Central Michigan University

E. Relevant experience

F. Other factors deemed appropriate by the committee.

2. The committee shall develop a systematic method for reviewing the internal consistency of bargaining unit salaries at minimum levels considering various factors. It shall evaluate whether certain salaries received by bargaining unit members are inequitable under the system for review developed and shall recommend specific adjustments to correct the inequities found.

3. The committee may recommend a total amount of adjustments to ten (10) and twelve (12) month base bargaining unit members salary up to \$26,000. Adjustments shall be effective with the beginning of the first semester of the 1974-75 academic year. The University will make that sum of money available for the purpose of implementing accepted recommendations of the committee. If any money set aside for this purpose remains undistributed as of April 1, 1975, it shall be distributed as a one time payment in equal dollar amounts to all bargaining unit members on the payroll as of April 15, 1975.

Article 30

ACHIEVEMENT AWARDS

1. The Achievement Award Committee and the system for awarding Achievement Awards outlined in the October 23, 1973, report of the University Achievement Increase Committee (I through VII inclusive) are continued. \$50,000 is hereby allocated to the committee for the 1975-76 academic year.

Article 31

COMPENSATION FOR A PERSON CHAIRING A DEPARTMENT

1. A person chairing a department (including acting appointments) is assigned and responsible for the performance of administrative duties which continue throughout the calendar year. That person is not required to be on campus except at prescribed times provided duties are properly performed. For performance of these duties, that person is paid an annual salary supplement in the

following amount of \$1,500. Commencing with the 1974-75 academic year, the University will pay the 5% mandatory contribution to the retirement plan on this sum.

2. If the person serves only during the academic year, the salary supplement may be reduced. During the regular academic year, teaching load is adjusted to reflect the level of responsibility and activities in the department.

3. A person chairing the department will normally be appointed to the regular session of summer school. Additional compensation for persons chairing the department will normally be limited to the regular summer school session and will be determined at the established rate for that session. Teaching load will be adjusted when necessary. A person chairing the department who desires to be released from summer school responsibilities must have the consent of the dean of his school.

4. Procedure at the University for review of department and persons chairing the department are not superseded by this section.

Article 32

COMPENSATION FOR SPRING SESSION, SUMMER SESSION AND POST-SESSION

1. A bargaining unit member who is assigned on a full-time basis during spring session, summer session, or post sessions shall be paid .0278 times the bargaining unit member's base ten (10) month salary per week of the session to which the bargaining unit member is assigned.

Article 33

COMPENSATION FOR OFF-CAMPUS AND CORRESPONDENCE COURSES

1. Bargaining unit members who teach off-campus courses for college credit shall be compensated at \$300.00* per semester hour of credit.

2. When two (2) to five (5) faculty members are scheduled to teach in the same community on the same evening at approximately

*Commencing with the 1974-75 academic year, the University will pay the 5% mandatory contribution to retirement plan described above on this sum.

the same time, the transportation allowance referred to under the title "Off-Campus Courses" is provided for one automobile.

3. Bargaining unit members who reside in a community other than Mt. Pleasant and who are assigned full-time duties off campus, use their offices as the point of origin.

4. The rate for paying correspondence faculty has been established at no less than \$15.00* per semester credit hour.

5. The faculty shall be paid at least according to the following per credit hour for complete revisions of correspondence courses and for each new credit course:

Complete Revision	New Course
\$25.00*	\$50.00*

6. If an employee leaves the institution during the course of a class, another faculty member is assigned and payments are prorated. No additional students are assigned after a faculty member's notice of separation has been accepted.

Article 34

SALARY ADJUSTMENTS FOR PROMOTION AND COMPLETION OF Ph.D. AND Ed.D.

1. Bargaining unit members who meet the requirements for a Ph.D. or Ed.D. (or equivalent degree), as certified by the granting institution, and who have not previously held such a degree shall have added to their ten (10) month salary the sum of \$1,000. If such a degree is received during the term of a ten (10) month contract, the \$1,000 shall be prorated according to relationship of the time remaining on the bargaining unit member's ten (10) month contract to their total contract. For determination of increases in salary, the \$1,000 shall be treated as part of a bargaining unit member's base salary.

2. A bargaining unit member who is promoted shall receive for the promotion an increase in salary equal to at least five per cent (5%) of the bargaining unit member's ten (10) month base

*Commencing with the 1974-75 academic year, the University will pay the 5% mandatory contribution to retirement plan described above on this sum.

salary at the time the bargaining unit member's promotion is announced, provided such payment yields a salary for the promoted bargaining unit member equal at least to the minimum pay for the rank to which they were promoted. If the five per cent (5%) increase does not yield such a salary, then the bargaining unit member shall receive at least a salary equal to the minimum pay for the rank to which the bargaining unit member was promoted.

3. When rank is automatically adjusted from instructor to assistant professor as a result of the completion of Ph.D. or Ed.D. (or equivalent degree) the bargaining unit member shall receive either the sum of \$1,000 (as outlined in Paragraph 1 above) or an amount necessary to adjust the bargaining unit member's salary to the minimum pay for assistant professor, whichever amount is greater.

Article 35

AFFIRMATIVE ACTION

1. The parties to this Agreement recognize and agree with the University's commitment to an Affirmative Action Program. Further, both parties shall endeavor to advance the goals of Affirmative Action.

Article 36

NEW MATTERS

1. The University and the Association acknowledge that during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties have provided in this Agreement all of the means to meet their respective continuing obligation to bargain through "Special Conference" and "Grievance Procedure". Each party is required, in special conference, only to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University to refuse to negotiate during the term of this Agreement on any matter not covered by this Agreement or on any change to the provisions in this Agreement.

2. The University and the Association for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties recognize that there is the possibility that an unforeseen, substantial change in working conditions which is a mandatory subject of bargaining for the University might occur which would have a significant and direct effect on bargaining unit members, which was not within the reasonable knowledge or contemplation of the parties at the time of negotiations, and which was not discussed at the bargaining table in any form or under any topic heading. If this circumstance should occur, the Association may demand to bargain collectively since the above mentioned waiver is not intended to cover such condition. In this circumstance, special conference shall not be the means by which the parties meet their duty to bargain collectively unless elected by the Association. If the University does not believe the topic comes within this exception to this New Matters clause, it will notify the Association and the Association may at its election refer the matter to the University Conference on Contract Grievances and ultimately to binding arbitration.

Article 37 STRIKES

1. 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 any unlawful acts that interfere with the University's operations. 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 the University's right to any other remedy under law for such violation. This article shall not be subject to the grievance procedure under this Agreement.

Article 38 EFFECTIVE DATES

1. The salaries set forth in this Agreement shall take effect at the beginning of the first semester of the 1974-75 academic year.

Nothing herein shall be construed to prevent the University from beginning payment or computation of salaries prior to commencement of classes.

2. The continuation of retirement program benefit in Article 18 (3) "Disability Income Benefit" shall become effective as soon after execution of this Agreement as arrangements can be made with the insurance carrier for addition of the benefit to the program.

3. The Hospital and Surgical Insurance program shall commence on October 1, 1974, or as soon thereafter as satisfactory arrangement can be made with the new carrier. In the meantime, the University will continue the insurance program which was available to bargaining unit members under the prior collective bargaining agreement.

4. The Life Insurance provision shall take effect as stated in that provision.

5. The effective dates for changes in fringe benefits shall not be construed to affect ongoing fringe benefit programs during the period between the end of the Agreement between the parties which expired June 30, 1974, and the date the change in fringe benefit takes effect, nor shall they prevent the University from earlier implementation of programs.

6. Committees shall be implemented as soon as feasible.

7. The remaining provisions in this agreement shall take effect on the beginning of the first semester of the 1974-75 academic year.

Article 39 SUPPLEMENTAL AGREEMENTS

1. All supplemental agreements shall be subject to the approval of the Association and the University.

Article 40 CONTRACT DOCUMENTS

1. This Agreement consists of the pages in this document numbered from one (i) through forty-two (42), inclusive, together with the Letters of Agreement signed by the University representatives and Association representatives on the topics of: In-

stitute for Personal and Career Development, Faculty Personnel Policies Section of the Handbook, Pending Unfair Labor Practice Charge and constitutes the entire agreement between the parties.

Article 41 VALIDITY

1. 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 42 TERM OF AGREEMENT

1. This Agreement shall become effective as provided above in the article on "Effective Dates" and shall remain in full force and effect until and including June 30, 1977, and thereafter from year to year unless within a period of not less than sixty (60) and not more than ninety (90) consecutive calendar days immediately preceding June 30, 1977, or any anniversary thereof, written notice of termination is given by either the University or the Association to the other party.

2. If before the termination of this Agreement either party wishes to reopen regular negotiations by means other than Special Conference on "wages and fringe benefits" as defined below the party wishing to reopen shall give written notice of "reopening" to the other party not less than sixty-seven (67) and not more than ninety-seven (97) consecutive calendar days immediately preceding any June 30. If such notice is given, the other party shall enter into negotiations on "wages and fringe benefits". If neither party shall give notice, the Agreement shall continue in effect. "Wages and fringe benefits" for purposes of reopening are: salary, sick leave, funeral leave, necessity leave, military leave, leave for court required service, life insurance, vacations, disability income benefit, retirement, retirement service award, early retirement, fee remission, hospital and surgical insurance, dental insurance, and accident insurance. Nothing in this entire Agreement between the parties shall prevent them from negotiating any other topic by their mutual agreement to do so.

3. Notice shall be in writing and shall be sufficient if sent

by certified mail, return receipt requested, addressed, if to the Association, to the place where dues deducted under this Agreement are mailed and, if to the University, addressed to the Office of the Provost.

CENTRAL MICHIGAN UNIVERSITY

William B. Boyd
William B. Boyd
Charles J. Ring
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CENTRAL MICHIGAN UNIVERSITY
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LETTER OF AGREEMENT

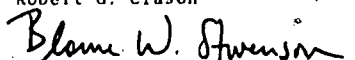
The University has established a division called the "Institute for Personal and Career Development" (IPCD) which at times requests bargaining unit members to perform services. A committee shall be established for the purpose of studying and making recommendations regarding the following matters for those bargaining unit members whose work consists in whole or part in teaching, research, or consultation for the Institute. Specifically, the committee is charged to:

1. study and recommend the compensation plan for those bargaining unit members who are performing services for the IPCD,
2. study and recommend the amount of reimbursement for travel and expenses incurred by those bargaining unit members who are performing services for the IPCD,
3. study and recommend a program of fringe benefits for bargaining unit members who provide services for the Institute while on leave of absence.

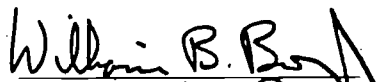
The committee shall be cognizant that the University's Affirmative Action program applies to the Institute for Personal and Career Development. The committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the University. The committee shall report its recommendations to the University and to the Association on or before December 1, 1974. The committee shall be reappointed at the commencement of the fall semester of each succeeding year of this contract and shall report its recommendations to the University and to the Association in each succeeding year on or before ninety (90) consecutive days following the first day of classes of that semester.

CENTRAL MICHIGAN UNIVERSITY
FACULTY ASSOCIATION


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William B. Boyd


Charles J. Ping

LETTER OF AGREEMENT

FACULTY PERSONNEL POLICIES SECTION OF THE FACULTY HANDBOOK

The Faculty Handbook clause of the Agreement between the parties refers to certain policies. The purpose of this letter is to designate the policies referred to and to identify the processes which created them. In addition, this letter specifies the appeal procedure applying to the policies.

Policies in the "Faculty Personnel Policies" Section of the Faculty Handbook

<i>Policy</i>	<i>Process</i>	<i>Appeal System</i>
Faculty Reductions/ Reallocations Implementation and Effects on Individuals	Letter of Agreement University & Association October 15, 1973, (with modifications as noted in Article 10)	As specified in the policy**
Tenure Policies (Reappointment Policies)	University Governance Process—June, 1972	University Appeal Procedure**
Tenure Policies (Tenure)	University Governance Process—June, 1972	University Appeal Procedure**
Tenure Policies (Dismissal of Tenured Faculty)	University Governance Process—June, 1972	As specified in the policy**
Departmental Workload and Scheduling	University Governance Process—October 24, 1973*	University Appeal Procedure**

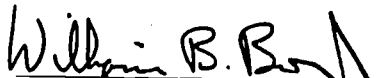
*Including a tri-partite committee composed as provided in 1971-1974 Agreement.

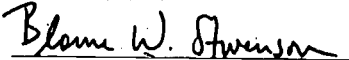
**Including appeal processes of this Agreement when they are applicable.

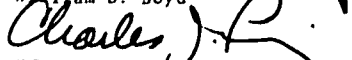
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LETTER OF AGREEMENT

Re: Pending Unfair Labor Practice Charge Concerning
Teaching Effectiveness

The Association in its Article 20 of its proposal has made a demand on "Center for Teaching and Learning". Many of the matters contained in that demand relate to the Teaching Effectiveness Unfair Labor Practice pending between the parties.

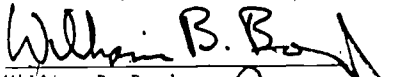
It is agreed that if the final decision or judgment resulting from the litigation is that the University must bargain on certain topics, the University will bargain on those topics with the Association through means other than Special Conference without the restriction of the New Matters clause contained in the Agreement between the parties. If the final decision or judgment resulting from the litigation is that the University does not have to bargain on certain topics because they are not mandatory subjects of bargaining, it will not bargain on those topics with the Association.

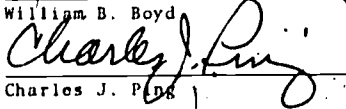
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