

DOCUMENT RESUME

ED 278 333

HE 020 021

**TITLE** Agreement between Central Michigan University and Central Michigan University Faculty Association, July 1, 1984-June 30, 1987.

**INSTITUTION** Central Michigan Univ., Mount Pleasant.; National Education Association, Washington, D.C.

**PUB DATE** 1 Jul 84

**NOTE** 82p.

**PUB TYPE** Legal/Legislative/Regulatory Materials (090)

**EDRS PRICE** MF01/PC04 Plus Postage.

**DESCRIPTORS** \*Collective Bargaining; \*College Faculty; Continuing Education; \*Contracts; Department Heads; Departments; \*Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Job Layoff; Leaves of Absence; Personnel Policy; Released Time; Summer Schools; Teacher Retirement; Teacher Salaries; Tenure; Unions

**IDENTIFIERS** \*Central Michigan University; Faculty Reappointment; Faculty Reassignment; National Education Association; \*NEA Contracts; Personnel Files; Union Rights

**ABSTRACT**

The collective bargaining agreement between Central Michigan University and the Central Michigan University Faculty Association Chapter (570 members) of the National Education Association covering the period July 1, 1984-June 30, 1987 is presented. Items covered in the agreement include: unit recognition and rights, dues deduction, grievance procedure, arbitration, procedures for new departments, changes of procedures for existing departments, review of department procedures, personnel files, department chairs, tenure, promotion, reappointment of nontenured unit members, position reduction/layoff, reorganization/reassignment, utilization of nonbargaining unit members, affirmative action and equal employment opportunity, teaching opportunities additional to semester teaching, continuing education and community service courses, off-campus teaching, Institute for Personal and Career Development, leaves of absence, vacation, employment benefits, teacher retirement, salary, compensation for department chairpersons, compensation for summer sessions, compensation for continuing education and correspondence courses, and released time for faculty association president. (SW)

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1984-1987

AGREEMENT

CENTRAL MICHIGAN  
UNIVERSITY

&

CMU FACULTY  
ASSOCIATION

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## AGREEMENT

This Agreement entered into this 3rd day of December, 1984, is between Central Michigan University (herein referred to as CMU) and the Central Michigan University Faculty Association (herein referred to as the ASSOCIATION).

### Article I DEFINITIONS

- ASSOCIATION: In this Agreement, "ASSOCIATION" means the Central Michigan University Faculty Association as referred to in the MERC Certification of Representative, dated May 9, 1977.
- CMU: In this Agreement, "CMU" means Central Michigan University as referred to in the MERC Certification of Representative, dated May 9, 1977.
- DEAN: In this Agreement, the term "dean" refers to academic deans, the Director of Libraries, and the Vice-President for Student Affairs.
- DEPARTMENT: In this Agreement, the term "department" refers to academic departments, the Library, and the Counseling Center.

### Article 2 RECOGNITION

CMU recognizes the ASSOCIATION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows:

- a. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University faculty who hold faculty rank and carry at least one-half load in teaching or research;
- b. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairpersons;
- c. Regular, part-time faculty who hold faculty rank carrying at least a half-time teaching load,

The following are excluded: 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 RIGHTS OF CMU**

1. CMU has the right to the general supervision of the institution and the control and direction of the expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions.
2. Such rights are by way of illustration but not limitation: determination and supervision of all policies, operations, methods, processes, duties and responsibilities of employees, size and type of academic and nonacademic staff, standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, nonappointment, reassignment, suspension, discipline, discharge or layoff of employees; determination of compensation; establishment, modification or abolition of programs and courses of instruction; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.
3. These rights shall be exercised so as not to substantially expand responsibilities of bargaining unit members.

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

1. CMU and the ASSOCIATION agree that every member of the bargaining unit shall have the right to join and support the ASSOCIATION and that no member shall be subject to harassment, intimidation or interference because of membership in, and support of, the ASSOCIATION.
2. CMU will not aid, promote, or finance any collective bargaining agent which purports to engage in collective bargaining nor make any agreement with such an agent for the purpose of undermining the ASSOCIATION.
3. CMU will not give special advantage, not available to others of similar status or situation, to any person or group which has as an expressed purpose the undermining of the ASSOCIATION in its legitimate collective bargaining activities.
4. CMU agrees that conditions of employment shall be maintained at not less than the standards in existence at the time of this Agreement except that such conditions may be changed as required by the express provisions of this Agreement.
5. In the event that an alleged violation of this Article would be considered by MERC to be a proper subject for an Unfair Labor Practice charge, the ASSOCIATION has an election of a choice of remedies to either grieve or file a ULP; but it agrees it cannot do both simultaneously.



## Article 5 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 CMU. If payment is made by dues deduction, CMU 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.
3. Pursuant to Aboud v. Detroit Federation of Teachers, 431 US 209 (1977), the ASSOCIATION established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any bargaining unit member paying service fees hereunder objects to the expenditure by the ASSOCIATION (including MEA or NEA) of any funds collected from him/her pursuant to this Article, such bargaining unit member may present such objection in accordance with the ASSOCIATION's official procedures pursuant to that policy; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder.
4. The procedure referred to in paragraph 3 is not grievable under this Agreement except that if the ASSOCIATION should fail to provide the above procedure, failure to do so shall be grievable under this Agreement; but the remedy shall be limited to requiring the ASSOCIATION to provide the procedure specified in paragraph 3. In addition, bargaining unit members paying a service fee under this Article may enforce the provisions of paragraph 3 as third party beneficiaries in court.
5. Bargaining unit members shall be exempt from the requirements of paragraph 1 of this Article provided: a) they are contributing members of a bona fide religious body or sect whose established tenets prohibit financial support to a union organization, and b) the bargaining unit member sends written notification to the ASSOCIATION of such objection together with supporting evidence within sixty (60) consecutive calendar days of the beginning of an academic semester. Bargaining unit members who meet the two requirements specified above shall be granted such exemption and shall be required as a condition of such exemption to pay an amount equivalent to the service fee required of nonmembers of the ASSOCIATION to a Faculty Association Student Scholarship Fund which shall be created at Central Michigan University for this purpose.

**Article 6**  
**DEDUCTION OF ASSOCIATION DUES**

**Payment by Deduction**

1. During the life of this Agreement, CMU 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 CMU written authorization to do so, and shall forward such dues to the Treasurer of the ASSOCIATION at an address furnished in writing to the Payroll Office 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 bargaining unit member gives written notice of termination to CMU and the ASSOCIATION at least fifteen (15) days prior to any pay period of this Agreement. The ASSOCIATION agrees to indemnify and save CMU harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for ASSOCIATION dues from any bargaining unit member'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 CMU to deduct from my earnings each biweekly 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 Payroll 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. CMU 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 Payroll Office 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 Treasurer of the ASSOCIATION by CMU.

### **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 Payroll Office 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 a bargaining unit member already has made to the ASSOCIATION, or where a deduction is not in conformity with the provisions of the ASSOCIATION Constitution or Bylaws, refunds to the bargaining unit member will be made by the ASSOCIATION.

### **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 CMU of the names of such bargaining unit members following the end of the pay period in which the termination took place.

### **Disputes Concerning Deduction**

8. Any dispute between the ASSOCIATION and CMU 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 CMU. 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 CMU's Liability

9. CMU 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 Payroll Office 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 Payroll Office a monthly list of any changes.

## Article 7 INFORMAL MEETING

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

## Article 8 GRIEVANCE PROCEDURE

1. A grievance is an allegation or complaint that there has been a violation, misinterpretation, or improper application of the express terms and conditions of this Agreement or of any department procedure developed under Article 10 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.
  - 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 Step Two (2), Formal 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.
- f. In order to bring a grievance with respect to promotion or reappointment, the bargaining unit member must first have asked for a review of any negative recommendation at every level beyond which it was made, up to and including the President. (See Article 14, paragraph 29.)
- g. CMU, when alleging the ASSOCIATION has violated this Agreement, may bring a grievance.

3. Definitions/Flow

- a. One who initiates a grievance shall be called the "grievant(s)," and the party against whom the grievance is lodged shall be called the "respondent".
- b. For purposes of the grievance and arbitration procedures, days shall mean consecutive calendar days (excluding Saturdays, Sundays, and legal holidays on which classes are not scheduled to meet on the campus) falling on or between the day when each semester or session of CMU begins and the date when classes are scheduled to end for each semester or session.
- c. When the grievance relates to not granting tenure, promotion, or reappointment, the "first occurrence of the event giving rise to a grievance," as that phrase is used in paragraph 4 of this Article, is understood to mean notification to the bargaining unit member of the President's decision not to recommend to the Board of Trustees tenure, promotion, or reappointment. "Negative recommendations," as that phrase is used in paragraph 29 of Article 14, are not a first occurrence for purposes of paragraph 4 of this Article.
- d. Grievance administrator--the person designated by CMU as the person to handle grievances for CMU under this Agreement. The delivery of papers to the office of the grievance administrator shall be sufficient for delivery of papers for meeting time limits under this Agreement. It is understood that the grievance administrator may designate a person(s) to act in his/her behalf.
- e. All time limits set forth in this Article shall be adhered to except when changed by mutual agreement. Failure of the respondent to meet a time limit automatically refers the matter to the next level.

- f. An attempt shall be made by the ASSOCIATION and CMU to resolve all grievances prior to the ending of any academic year.
- g. Notwithstanding the expiration of the Agreement, any grievance arising hereunder shall be processed through the grievance procedure until resolution, at the election of the grievant.
- h. If both parties agree, steps in the grievance procedure may be waived.

#### **HOW A BARGAINING UNIT MEMBER OR THE ASSOCIATION MAY BRING A GRIEVANCE**

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

4. Within twenty (20) days of the first occurrence of the event giving rise to a grievance or within twenty (20) days after the person(s) bringing the grievance reasonably should have known of information giving rise to the grievance, the grievant(s) or the ASSOCIATION shall deliver to the grievance administrator and the ASSOCIATION a signed statement prepared either by the grievant(s) or by the ASSOCIATION which sets forth the specific acts that constitute the grievance, the Article(s) of the Agreement alleged to have been violated, the remedy desired, and whether the grievant(s) wishes to have a representative of the ASSOCIATION present at subsequent meetings at this Step. The purpose of this statement is to provide a basis for the grievance administrator's investigation of the matter. The statement precludes neither the addition of allegations nor the removal of allegations at Step Two (2) of this procedure. Matters not brought within this time limit are ended.

5. Within ten (10) days of delivery of the written grievance, the grievant shall meet with the grievance administrator, and a representative of the ASSOCIATION if so requested by the grievant. The purpose of this meeting is to discuss the grievance.

6. The grievance administrator shall communicate a decision, in writing, to the grievant and the ASSOCIATION not later than fifteen (15) days after the meeting at Step One (1). The time period may be extended by mutual agreement to allow for additional meetings, research, etc.

7. To facilitate the grievant's decision regarding appeal to Step Two (2), the grievance administrator's response shall provide an explanation for his/her decisions. Any grievance not appealed in writing, as provided in Step Two (2), shall be considered settled on the basis of the grievance administrator's response and shall not be subject to further review. The resolution communicated in the grievance administrator's decision is informal and does not constitute a precedent for the future.

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

8. If the response of the grievance administrator is not satisfactory, the grievance may be referred by the grievant(s) in writing to the ASSOCIATION with a copy of the same presented to the CMU grievance administrator. A copy must be received by the grievance administrator within ten (10) days after the response of the grievance administrator in order to be a proper matter for the grievance procedure.

9. The ASSOCIATION will review the grievance and, if it wishes to refer it to the Contract Grievance Conference (CGC), shall within ten (10) days after receipt of the appeal to Step Two (2) notify in writing the grievance administrator that a CGC shall be convened.

10. The referral in writing to the CGC shall set forth the following :

- a. The specific acts that constitute the basis for the grievance,
- b. The specific language of the Agreement that is claimed have been violated by the acts,
- c. An explanation that essentially describes the manner in which the acts allegedly violate the identified language of the Agreement,
- d. The remedy requested.

11. If the ASSOCIATION refers the matter to the CGC, it shall prepare a record which shall include the original grievance as prepared by the grievant, the grievance administrator's response, the ASSOCIATION's referral to the CGC, and other relevant information. This record shall be forwarded within ten (10) days from the date of notification given under paragraph 9 to the grievance administrator. The CGC shall convene and render its decision within ten (10) days after receipt of this record by the grievance administrator. The time period may be extended by mutual agreement.

12. The CGC shall consist of two (2) representatives of CMU and two (2) representatives of the ASSOCIATION. CMU and the ASSOCIATION may each elect to have a third representative attend as a resource person. Additional persons may attend the conference by mutual agreement.

13. The decision of the CGC shall be in writing. If the CGC cannot agree on a resolution of the grievance, it shall identify the issues of disagreement and identify stipulations of fact, if any. This document, signed by the conference members, will be disseminated to the ASSOCIATION and CMU. At this point, the conference shall be considered ended.

14. The ASSOCIATION shall notify CMU within fifteen (15) days of the final meeting of the conference if it is electing arbitration. If no election for arbitration is made, the matter is settled on the basis of the last response by the grievance administrator. The time for electing arbitration may be extended to a specific date by mutual agreement. A grievance properly referred to arbitration (see Article 9, paragraph 5) shall proceed as set forth in Article 9, Arbitration.

#### **GRIEVANCES RELATING TO TENURE, PROMOTION OR REAPPOINTMENT RECOMMENDATIONS OR DECISIONS**

15. A bargaining unit member not awarded tenure, promotion, or reappointment may elect to grieve the decision and shall have the burden of proof under one of the two procedures indicated below. Such election shall preclude use of any other grievance procedure available at CMU.

- a. Binding Arbitration. Where the grievant alleges procedural error in such a decision, the bargaining unit member may pursue the matter under the grievance provisions in this Article and Article 9, Arbitration, of this Agreement. The arbitrator's award in such a case normally shall be limited to a procedural and/or compensatory remedy, and in no case shall the remedy include a grant of tenure or promotion. The arbitrator's award shall not grant reappointment for more than one year; and such reappointment shall, in and of itself, not mandate the granting of tenure.
  
- b.
  - 1) Faculty Review Committee. Where the grievant alleges that a violation of procedural regulations has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom have occurred, any one or more of which materially contributed to the decision, the grievant(s) may submit the grievance through Step Two (2) of the grievance procedure contained in this Article.
  
  - 2) If the grievance remains unresolved at Step Two (2), the grievance may be referred by the ASSOCIATION to the Faculty Review Committee. Within ten (10) days of the election to carry the grievance to the Faculty Review Committee, representatives from the ASSOCIATION and CMU shall meet to begin selecting a panel of eleven (11) tenured bargaining unit members picked at random. The ASSOCIATION and CMU shall each have two (2) peremptory challenges which shall reduce the panel to seven (7). Final panel selection shall be completed within fifteen (15) days of the referral of this matter to the Faculty Review Committee. If unusual circumstances occur so that a panel member is unable to continue, the hearing shall proceed with five (5) voting members.
  
  - 3) A hearing officer shall, within ten (10) days of the referral of this matter to the Faculty Review Committee, be selected in accordance with the procedure for selecting an arbitrator contained in Article 9, Arbitration, of this Agreement.
  
  - 4) The hearing officer shall:
    - a) Instruct the Faculty Review Committee as to its responsibility according to this Article of the Agreement;
  
    - b) Conduct the proceedings and rule on matters governing the hearing;
  
    - c) Review with the Faculty Review Committee the issues and facts stipulated by the parties and the relevant Agreement language. In addition, the hearing officer shall identify what remaining questions need to be addressed given the stipulated issues and facts;



- d) Assist the Faculty Review Committee in its initial deliberations and interpretations of relevant Agreement provisions and be available by telephone to answer questions; and
  - e) Instruct the Faculty Review Committee on how to prepare its report and decision and how to respond to each specific allegation as related to the Agreement language.
- 5) The Faculty Review Committee shall forward its written report and decision responding to each specific allegation to the ASSOCIATION and the Office of the President. If the President or the ASSOCIATION has a reservation concerning the decision, he/she/it shall inform the Committee and the other party of that reservation accompanied by written rationale within ten (10) days of receipt of the Committee's report. Where no reservation is received the Committee's decision shall become final and binding. Where such reservation is received, the President or ASSOCIATION may at his/her/its own election appear before the Committee; or the Committee may request such an appearance within ten (10) days after receipt of notification of reservation. (That time may be altered if the parties mutually agree.) At such an appearance, the Hearing Officer shall be present and a representative of the ASSOCIATION or CMU shall have the right to participate.
- 6) It is understood that awards of tenure in any department may exceed the announced maximum number of tenure positions projected during the previous academic year for the department only if a special agreement with the dean and Provost has previously been made. The Provost's Office will advise the departments in writing of the projections. The Faculty Review Committee shall have power to award tenure, but when such an award would cause the number of tenured bargaining unit members to exceed such projections, it may be awarded only if such a pre-existing special arrangement was made with the dean and the Provost.
- 7) The Faculty Review Committee shall have full power to settle the grievance, including the authority to award tenure, promotion, and reappointment. Its decision shall be final and binding on all parties.
- 8) The fees and approved expenses of the Hearing Officer shall be shared equally by CMU and the ASSOCIATION.

16. Hearings of the Faculty Review Committee shall be under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All members of the Faculty Review Committee and the Hearing Officer shall abide by the Disclosure of Disqualification and Communication rules. The award will be signed by members of the Faculty Review Committee under the Form of Award rule.

17. Complaints or charges of illegal discrimination in connection with tenure, promotion, or reappointment decisions may be brought under this provision ("Grievances Relating to Tenure, Promotion, and Reappointment"). If a bargaining unit member does file a charge or complaint alleging illegal discrimination in any court or with any governmental agency within ninety (90) calendar days after filing a grievance on the same complaint or charge where illegal discrimination is alleged under this Agreement and if the grievance process has not been completed, the grievance may, at the election of CMU, be dismissed. If such a complaint or charge is filed prior to the commencement of a grievance, there shall be no obligation to process a grievance concerned with the same complaint involved in the complaint or charge. CMU agrees to indemnify and save the ASSOCIATION harmless against any and all claims, suits, or other forms of liability arising out of this provision of this Agreement.

18. Both parties intend that CMU continue to provide methods for resolving disputes outside this Agreement. A matter grieved under the provisions of this Agreement may not be grieved under any other grievance procedure available at CMU. A matter grieved under another grievance procedure at CMU may not be grieved under the provisions of this Article. It is possible for a complaint of illegal discrimination, including alleged sexual harassment, brought outside this Agreement and a grievance under this Agreement to seek the same remedy. CMU may grant exceptions.

#### EXPEDITED GRIEVANCE PROCEDURE

19. A tenured bargaining unit member who receives notice of termination from employment, or a nontenured bargaining unit member terminated from employment for the duration of his/her contract, may elect to grieve under the Expedited Grievance Procedure outlined below. In all other grievances, this procedure may be requested by either party and utilized by mutual agreement.

- a. The grievant or ASSOCIATION shall initiate the grievance by a signed statement in compliance with paragraph 4 of this Article. In addition, the statement shall include notice that the grievant is electing or requesting the expedited procedure.
- b. The grievance administrator shall schedule a prearbitration conference with the grievant and an ASSOCIATION representative within five (5) days after receipt of the grievant's signed statement. The parties shall attempt to select an arbitrator at this meeting. If the ASSOCIATION and CMU cannot agree upon an arbitrator, the arbitrator shall be chosen in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.
- c. Time limits may be extended by mutual agreement.
- d. The decision of the arbitrator shall be final and binding on both sides.
- e. The fees and expenses shall be shared equally by both sides.

## HOW CMU MAY BRING A GRIEVANCE:

20. Within ten (10) days of the first occurrence giving rise to a grievance, or within ten (10) days of the time when CMU reasonably should have known of such occurrence, CMU shall deliver in writing a signed statement setting forth the information described in paragraph 10 (a, b, c, d) above. The statement is to be delivered to the ASSOCIATION by registered mail, return receipt requested. Matters not brought within the time limit are ended.

21. Within fifteen (15) days, two representatives of the ASSOCIATION will meet with two representatives of CMU to discuss the grievance.

22. The ASSOCIATION shall communicate a decision, in writing, to the grievance administrator not later than ten (10) days after the meeting at which the grievance is discussed. Any grievance not appealed shall be considered settled on the basis of the last answer and shall not be subject to further review.

23. If the answer of the ASSOCIATION is not satisfactory, CMU may appeal the matter within ten (10) days after the answer of the ASSOCIATION by referring it to the CGC. The grievance administrator will perform the duties which would be performed by the President of the ASSOCIATION had a bargaining unit member brought the grievance, and the election to proceed to arbitration shall be made by CMU rather than the ASSOCIATION under paragraphs 13 and 14 of this Article.

## Article 9 ARBITRATION

1. The ASSOCIATION or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The prehearing conference shall be scheduled within ten (10) days from the receipt of the request for such conference.

2. Following the date that referral of the matter to arbitration by the ASSOCIATION is received by the Office of Faculty Contractual Relations, the ASSOCIATION and CMU will meet within ten (10) days to select an arbitrator. If the ASSOCIATION and CMU cannot agree upon an arbitrator, the arbitrator shall be chosen in accordance with the American Arbitration Association's Voluntary Labor Rules.

3. The fees and approved expenses of the arbitrator shall be shared equally by CMU and the ASSOCIATION.

4. The parties recognize that reappointment of nontenured bargaining unit member, granting of promotion, and granting of tenure are academic judgments. The arbitrator shall not, in any case, provide for reappointment, granting of promotion, or granting of tenure as a remedy except as provided for in paragraph 15.a. of Article 8 of this Agreement.

5. Matters under this Article shall consist only of disputes about alleged violations of this Agreement, of department procedures developed under Article 10 (Department Procedures, Criteria, and Bylaws), or of matters under Article 8 (Grievance Procedure), paragraph 15.a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator exercise any responsibility or function of CMU or the ASSOCIATION; nor shall the arbitrator turn to laws or regulations outside of this Agreement as a basis for decision except that the arbitrator may take note of the legal status and power of the parties of this Agreement.

6. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to arbitration matters between the parties.

7. The decision of the arbitrator shall be final and binding on the parties.

### Article 10 DEPARTMENT PROCEDURES, CRITERIA AND BYLAWS

1. The department procedures, criteria, and bylaws of each department in effect under the provision of Article 10 of the 1981-84 Agreement as amended shall remain in effect, except when changes are made in compliance with the provisions of this Article. It is expected that recommended revisions to department procedures, criteria (including standards), and bylaws, when initiated by the department or suggested by the dean or the Provost, be accompanied by appropriate written justification.

2. The bargaining unit members of each department shall, by majority vote:

- a. Establish procedures for participation in formulating the department's criteria (including standards which in turn must be determined by majority of the voting members of the department;
- b. Establish procedures for participation in determining the department's recommendations in the areas of tenure, promotion, and reappointment; and
- c. Establish procedures for participation in determining the department's bylaws.

3. The voting members of each department shall, by majority vote, establish bylaws for the internal governance of the department. The bylaws may address topics such as sabbatical leave recommendations, allocation of department funds over which the department has discretion, and department assignment of department professional responsibilities.

## PROCEDURES FOR NEW DEPARTMENTS

4. The procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws shall be subject to the approval of the dean. If the procedures, criteria (including standards), and/or bylaws are disapproved by the dean and approval is not obtained within two resubmissions, then the dispute will be referred to the Provost. The Provost shall approve or disapprove the proposed procedures, criteria (including standards) and/or bylaws within thirty (30) days of their submission. The ASSOCIATION will be sent a copy of each set of procedures, criteria (including standards), and bylaws within thirty (30) days of its approval.
5. New departments shall submit their proposed procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws to the dean with appropriate change form within two (2) months of the formal establishment of the department.
6. Deans shall approve or return the submitted documents within one (1) month of their submission.
7. Departments shall make modifications of returned and not approved documents and resubmit them within one (1) month of the return.
8. Deans shall approve or return resubmitted documents within one (1) month of the resubmission.
9. If a department does not meet a time limit, the dean of the college/school in which the department is located will initiate and implement all decisions for the department until such time as the department submits its procedures, criteria (including standards), and bylaws and until such time as they are approved.
10. If one (1) month passes after the dean and/or the Office of the Provost fails to meet a time limit, the changes, additions or deletions submitted shall be deemed approved.

## CHANGES IN PROCEDURES FOR EXISTING DEPARTMENTS

11. Changes in, additions to, or deletions from the procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws shall be submitted on an appropriate change form subject to approval of the dean and the Office of the Provost and must conform to the provisions of this Article.
12. As needed, departments shall submit proposed changes, additions, or deletions to the procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws to the dean who shall approve or return the submitted documents within one (1) month of their submission.
13. Departments shall respond to changes, additions, or deletions not approved within one (1) month of the return.
14. Deans shall approve or return the resubmissions within one (1) month.

15. If the department does not meet the time limit for resubmission, the changes, additions, or deletions will be considered dropped and no longer a matter for deliberation for that academic year.
16. If one (1) month passes after the dean and/or the Office of the Provost fails to meet a time limit, the changes, additions or deletions submitted shall be deemed approved.
17. a. If the changes, additions, or deletions are returned by the dean, the department has one (1) month to submit the change, addition, or deletion to the Provost. If the dean approves the change, addition, or deletion, he/she shall submit the change, addition, or deletion to the Provost within one (1) month. The Provost will approve or disapprove the proposed change(s) within thirty (30) days of its (their) submission.
- b. The department's existing procedures, criteria (including standards), and bylaws will remain in effect until the recommended changes, additions, or deletions receive the approval of the Provost.
18. Approved changes, additions, or deletions to existing criteria (including standards) shall take effect at the beginning of the next academic year. Other changes shall take effect upon the approval of the Provost.
19. Copies of approved changes, additions, or deletions shall be sent to the ASSOCIATION within thirty (30) days of their approval.

#### **REVIEW OF DEPARTMENT PROCEDURES, CRITERIA (INCLUDING STANDARDS), AND BYLAWS**

20. Procedures, criteria (including standards), and bylaws of each department shall be reviewed every two (2) years. It is during this review, conducted by the department, that the dean or Provost may suggest, for a department's consideration, any changes of the existing procedures, criteria (including standards), and bylaws.

#### **Article II PERSONNEL FILES**

1. A bargaining unit member's personnel file, maintained in the Office of the Provost, is the official CMU personnel file. A personnel file for each bargaining unit member shall also be maintained in the office of the appropriate dean. Each bargaining unit member, or person authorized in writing by the bargaining unit member, shall have the right to inspect that individual's file.
2. Any pre-employment material in these files may be removed prior to inspection.
3. Bargaining unit members shall have the right to make reasonable additions to their files.

4. No anonymous material shall be retained in any bargaining unit member's personnel files.
5. In addition to other material, these files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion.
6. Only employees and authorized agents of CMU shall have access to the personnel files of any bargaining unit member without consent of that bargaining unit member.
7. If CMU grants permission for a government agency to examine the personnel files of any bargaining unit member, timely notice will be given to the ASSOCIATION as to which files were examined, the examiner, the agency, the date, and the purpose of the examination.
8. If a bargaining unit member's personnel file maintained in either the Office of the Provost or the office of the appropriate dean is subpoenaed, CMU shall send timely notice of the subpoena to the bargaining unit member.
9. All written material used by the dean or Provost in making recommendations concerning tenure promotion, reappointment, and disciplinary matters (see Article 15, Just Cause) shall be contained in these files at the time of these recommendations.
10. There shall be no confidential material in these personnel files except for pre-employment materials.
11. A bargaining unit member's personnel files will contain, for a period of one year after the receipt of a request in writing from that bargaining unit member delivered to the Office of the Provost and the office of the appropriate dean, a form upon which will be entered the date of use and the signature of each person using the files.

## Article 12 DEPARTMENT CHAIRS

1. The position of department chairperson is occupied by a new or current bargaining unit member in an academic department based upon the recommendation of the department, approval of the dean and Provost, and final approval of the Board of Trustees. In the absence of a departmental recommendation, the dean may appoint an acting chairperson.
2. The appointment letter of the person receiving the assignment as department chairperson shall include the duties assigned by CMU and the expectations of the department for its chairperson which are consistent with those assigned duties.

3. The term of assignment to the position of department chairperson shall normally be for not less than three (3) years and not more than five (5) years. Upon recommendation of the department and the appropriate administrators, agreement by the individual being appointed and approval of the Board of Trustees, a department chairperson may be appointed for a period of less than three (3) years.

4. A person assigned as department chairperson will only be removed from the assignment during the term of the assignment for one or more of the grounds for dismissal of a tenured bargaining unit member (Article 15, Just Cause). Department chairpersons have no right or expectation of reassignment as department chairperson following the termination of the term of the assignment; however, a department chairperson may be considered for reassignment to the position.

5. A department may initiate a review of its chairperson in accordance with its procedures for the purpose of making its recommendation. When such a review is initiated, the department will notify the dean. A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson.

### Article 13 LETTER OF APPOINTMENT

Upon initial appointment, each bargaining unit member shall receive a letter of appointment containing the following:

- a. The effective date of employment;
- b. The rank at which employed;
- c. Salary;
- d. A statement that terms of employment are subject to department, college/school, University policies, the Faculty Handbook and this Agreement\*;
- e. A statement of tenure status;
- f. The initial primary assignment and additional assignments (e.g., teaching, coaching, chairing a department);
- g. The general academic areas in which the bargaining unit member will be expected to work; and
- h. An enclosure of material describing the ASSOCIATION Financial Security provisions in this Agreement.

\* A copy of this Agreement will normally have been provided to the bargaining unit member prior to the issuance of a letter of appointment.



**Article 14**  
**TENURE, PROMOTION AND REAPPOINTMENT POLICIES**  
**GENERAL POLICIES**

1. The pursuit of knowledge and learning manifests itself in different ways in various fields and disciplines such as sciences, arts, humanities and applied arts. Departmental colleagues are best informed and are in the best position to arrive at specific criteria and standards to evaluate a bargaining unit member's work. Criteria refer to the areas of evaluation (e.g., teaching, scholarly and creative activity, professional growth, and University service). Standards refer to the written performance requirements in each evaluation area established in conformity with Article 10 of this Agreement. Departments develop and systematize these criteria (see Article 10) so that they may serve as guidelines for departmental recommendations regarding promotion, tenure, and reappointment. After approval by the Provost (see Article 10), these written standards form the basis not only for departmental evaluations but also for subsequent evaluations at higher levels.
2. Individual bargaining unit members have a responsibility for making known their significant activities and achievement. With respect to all recommendations and decisions regarding reappointment, tenure, and promotion, the bargaining unit member has final responsibility for bringing forth all evidence which the bargaining unit member wishes to be advanced in conjunction with recommendations and decisions. It is the responsibility of each bargaining unit member to document both the quantity and quality of his/her activities. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures and the terms of this Agreement.
3. The primary responsibility for judging the extent to which departmental members have pursued their professional and University obligations and have disseminated knowledge rests with the department.
4. Department tenure, promotion, and reappointment recommendations shall include a statement of the existing standards in each of the areas of evaluation and a statement explaining how the bargaining unit member has or has not met those standards. Each departmental tenure recommendation, positive promotion or reappointment recommendation and, when requested by the bargaining unit member, negative promotion and reappointment recommendation, shall be forwarded to the dean and Provost to be reviewed both substantively and procedurally.
5. The dean and the Provost, respectively, shall then render an independent academic judgment applying the department's criteria (including standards) required of the bargaining unit member giving due weight to the department's recommendation including rationale and documentation. When giving due weight to the department's recommendation, the dean and the Provost will make his/her independent academic judgment based on an assessment of the bargaining unit member's achievement under the department's criteria (including standards) as indicated by the department's rationale and the documentation provided.
6. When disputes arise, individual bargaining unit members may seek redress of grievances according to established procedures. Departmental and administrative judgments in these matters should never threaten free speech, fair comment, objective dissent, and critical thought which lie at the heart of a free intellectual life.

## TENURE

### Purpose and Objectives

7. The grant of tenure to a bargaining unit member is one of the most significant acts of a university. The decision follows and is based on two complementary judgments: (1) the competence and promise of the bargaining unit member and (2) the future needs of the University. The University commits a portion of its resources for a number of years to the skills and capacity of one individual and offers a career to develop the individual's area of competency. Tenure is one way in which the freedom to teach and to do research without arbitrary interference is protected. This protection of academic freedom is the fundamental purpose of tenure.

8. A new member in the bargaining unit has a right to expect a clear contract and has procedural rights to guard against unfair treatment or violation of the terms of appointment. The new bargaining unit member does not have a claim to tenure.

### Scope of Policy

9. The Central Michigan University tenure policy applies to regular full-time faculty positions at Central Michigan University. Years of service on the full-time faculty at CMU shall be cumulative in counting years toward qualification for tenure. At the request of the bargaining unit member and upon mutual agreement of the department, dean and Provost, full-time service at another institution and at Central Michigan University as a full-time temporary faculty member may be included. This policy does not apply to temporary, part-time, or visiting positions, or to bargaining unit members hired\* with all or part of their assignment in coaching sports for which the audience is charged a gate admission.

### General Policy

10. Appointment leading to tenure results from a deliberative process involving departments or other academic units, college/schools, and CMU administration, resulting in a decision by the Board of Trustees. Persons reappointed to the faculty after specified periods (e.g., instructor for a period exceeding seven (7) years) are granted tenure. Prior to consideration for the grant of tenure, nontenured bargaining unit members are periodically considered for reappointment as described in paragraphs 18 through 22 of this Article. The services of tenured bargaining unit members may be terminated; or tenured bargaining unit members may be dismissed only for the reasons and under the procedures described later under Article 15, Just Cause.

\* The exception to this policy will be applied prospectively and will not affect the tenure status of those hired before a gate admission for a sport is announced nor to those hired before November 16, 1977.

## Policies for Particular Academic Ranks\*

11.\*\* **Instructor:** Shall be appointed for at least an annual period. If reappointed beyond seven (7) years of service, such appointment shall be designated as tenured.

**Assistant Professor:** Shall be appointed for at least an annual period. If reappointed beyond six (6) years of service, such appointment shall be designated as tenured.

**Associate Professor:** Shall be appointed for at least an annual period. If reappointed beyond four (4) years of service, such appointment shall be designated as tenured.

**Professor:** Shall be appointed initially for a two-year period. If reappointed, such appointment shall be designated as tenured.

## PROMOTION

### General Policies

12. Promotion in rank is not automatic nor based on seniority but rather on criteria and standards set forth in this Agreement and/or established as provided in this Agreement. These standards are those established in conformity with Article 10 of this Agreement. In general, the minimum time required in a rank before promotion to a higher rank is four (4) years. In extraordinary circumstances, upon mutual agreement of the department, dean, and Provost, an exception may be made to the minimum amount of service required.

13. A periodic, voluntary review of the tenured bargaining unit member's progress toward promotion is provided through the "Conference for Assistance to Bargaining Unit Members." (See Article 16.) At the conference, the bargaining unit member shall be provided with information designed to assist him/her to attain promotion.

- \* The rank of original appointment determines the length of probationary appointments. In exceptional cases, a bargaining unit member may be appointed, initially, for a portion of an academic year.

Under extraordinary circumstances, at the express request of the bargaining unit member who is applying for tenure under paragraph 11 of this Article, additional nontenured appointments may be granted. Such annual extensions of the probationary period may not exceed two years and are made only when consistent with the needs of the University and the professional development of the bargaining unit member. Such extraordinary appointments are made only upon the recommendation of the department, the dean, the Provost, and the President and approved by the Central Michigan University Board of Trustees.

- \*\* See Letter of Agreement 1.

14. An individual must have an earned master's degree, or equivalent, for appointment to the regular faculty. Generally, a terminal degree is a minimum expectation for appointment or promotion to professorial ranks, particularly the ranks of Associate Professor and Professor. Specific expectations may vary among departments and college/schools.

#### **Tenure and Promotion Calendar**

15. Bargaining unit members are considered for promotion during the Winter Semester with actual promotion taking effect at the start of the next academic year. However, CMU may promote bargaining unit members at other times during the year under unusual circumstances when the department, the dean, and the Provost deem it appropriate. Bargaining unit members are considered for tenure during the Fall and Winter Semesters.

16. The calendar for such promotion and tenure considerations during the Winter Semester shall be as follows:

<b>Tenure and promotion</b> recommendations of the department due in the office of the dean	February 15
<b>Tenure</b> recommendations of the dean due in the Office of the Provost	March 25
<b>Promotion</b> recommendations of the dean due in the Office of the Provost	April 1
<b>Tenure</b> recommendations of the Provost due in the Office of the President	April 10
<b>Promotion</b> recommendations of the Provost due in the Office of the President	April 20

17. Each bargaining unit member shall be sent notice of the promotion decision not later than three (3) days following the Board of Trustees meeting at which the bargaining unit 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.

#### **REAPPOINTMENT OF NONTENURED BARGAINING UNIT MEMBERS**

18. A nontenured bargaining unit member at Central Michigan University holds a probationary appointment subject to annual review and reappointment. The bargaining unit member is advised in writing early in the appointment of the standards and procedures generally employed in decisions affecting reappointment and tenure. It is the intent of both parties that the "Bases for Judgment of Reappointment & Tenure" (as described in paragraphs 23 and 24 of this Article) shall apply to each bargaining unit member from the time he/she is appointed until the tenure decision is made. It is understood that departmental changes in criteria (including standards) will be made in accordance with Article 10. If criteria (including standards) do change, they will apply only to those bargaining unit members whose review takes place two academic years after the effective date of the revised criteria (including standards).

19. A periodic voluntary review of the nontenured bargaining unit member's situation during the probationary service is provided through an annual "Conference for Assistance to Bargaining Unit Members." (See Article 16, Conference for Assistance to Bargaining Unit Members.)

20. Nontenured bargaining unit members are afforded an opportunity to submit material which they believe will be helpful to an adequate review of their qualifications through an Annual Personal Data Sheet filed in the departmental office and office of the dean. Nontenured bargaining unit members may also submit material through letters delivered to the departmental office and the office of the dean.

21. Notice of nonreappointment is made as follows:\*

- a. Not later than March 1 of the first (1st) academic year of service, if the appointment expires at the end of that academic year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
- b. Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
- c. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the institution.

22. In conformance with good academic practice, CMU gives notice of nonreappointment of nontenured bargaining unit member(s) using the time limits set forth above. The purpose of the relatively long period of notice is to give the nontenured bargaining unit member an opportunity to make new professional employment arrangements. If CMU fails to give timely notice, a remedy consistent with the purpose of notice of nonreappointment shall be fashioned. Any reappointment made to remedy late notice of nonreappointment shall not give tenure unless a specific decision by CMU has been reached to grant tenure.

#### **BASES OF JUDGMENT FOR REAPPOINTMENT, TENURE AND PROMOTION**

23. Reappointment, tenure and promotion decisions result from deliberations and judgments occurring at various levels within the institution and begin with recommendations by departments to the college/school level where recommendations are made to the University level for decision. At each level, the standards applied shall be those developed by the departments, approved by the Provost, and contained in department procedures, criteria, and bylaws. (See Article 10.)

\* Under the current academic calendar, CMU follows a practice of giving notice for the purpose of paragraph 21.a. by mid-February three (3) months prior to the end of the Winter Semester. Change in the calendar may result in changes in the dates, but notice is given not later than the dates set forth in paragraphs 21.a., 21.b., and 21.c.

24. The bases for judgment for reappointment and tenure are: a) the **competence and promise of the bargaining unit member**, and b) the **future needs of the University**. The basis for judgment for promotion is the demonstrated professional achievements of the bargaining unit member. Both parties recognize that greater scrutiny may be given to judgments as their relative importance increases.

### **Reappointment and Tenure**

25. Reappointment and tenure recommendations and decisions are based upon:
- a. The **competence of a bargaining unit member** which includes demonstrated achievement in the following areas:
    - 1) Teaching competence,
    - 2) Scholarly and creative activity,
    - 3) Professional growth of a significant nature, and
    - 4) University service which may be supplemented by public service related to the bargaining unit member's discipline.
  - b. The **promise of a bargaining unit member** which includes:
    - 1) An evaluation, based upon performance up to the present time, as to the bargaining unit member's potential for professional growth and development; and
    - 2) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.

### **Promotion**

26. For purposes of promotion recommendations and decisions, **demonstrated professional achievements** include:
- a. Teaching competence,
  - b. Scholarly and creative activity,
  - c. Professional growth of a significant nature, and
  - d. University service which may be supplemented by public service related to the bargaining unit member's discipline.

27. The University is an institution where there is a collective pursuit of knowledge and learning by its faculty and student body. The institution achieves highest stature when students are not only exposed to excellent teaching but are themselves stimulated to create or discover knowledge. Faculty should be motivated to see, as their main goal, teaching knowledge and teaching the creation of new knowledge or research. Ideally, faculty should be constantly involved in teaching and research, for they are in fact part of the same process of learning. Promotion policy should recognize the importance of both teaching and research. Recognition should also be given to faculty who devote time in working and consulting with students in activities related to learning.

#### PROCEDURES FOR RECOMMENDATIONS AND DECISIONS RELATING TO TENURE, PROMOTION AND REAPPOINTMENT

28. Tenure, promotion, and reappointment result from a process of deliberation by a department or other academic unit, a college/school, and CMU administration, resulting in a decision by the Board of Trustees. This requires an independent judgment by the department members, the deans, and the Provost. All recommendations and decisions shall be made in conformity with criteria (including standards) and procedures established under Article 10 and this Article and shall be forwarded to the dean. The dean, using processes developed at the college/school level and using established department standards, considers the recommendations and, with his/her own recommendation, shall forward them to the Provost. The Provost, using processes developed at the Provost's level and using department standards, considers such recommendations and with his/her own recommendation, shall forward them to the President. The President, after examination, shall forward favorable recommendations of the Provost, which may be supported with file materials, together with his/her own recommendations, which may be accompanied by file materials, to the Board of Trustees. Processes utilized at all levels and department criteria (including standards) shall be circulated to affected bargaining unit members in advance of their use.

29. Negative recommendations concerning tenure shall be considered in the same manner as positive recommendations at each level up to and including the President. Bargaining unit members shall be notified of negative tenure recommendations at each level up to and including the President. Negative recommendations concerning promotion and reappointment shall be forwarded to each level up to and including the President and will be considered in the same manner as positive recommendations at each level where it is requested by the bargaining unit member involved. Bargaining unit members shall be notified of negative promotion and reappointment recommendations at each level where a review is requested up to and including the President. Request for such review shall be made in writing and delivered to the Office of Faculty Contractual Relations no later than one (1) week after notice of the recommendation is sent to the bargaining unit member. (See Article 8, paragraph 2.f., Grievance Procedure.)

30. When the department chairperson makes an independent judgment and recommendation regarding tenure, promotion, or reappointment, the chairperson, in addition to forwarding the his/her formal written recommendation, will share it with the individual involved. That individual may, in turn, share it with the committee responsible for the department's recommendation.

31. Upon written request to CMU with a copy to the ASSOCIATION, a bargaining unit member not recommended for tenure, promotion or reappointment at the department level shall have a conference with the department chairperson or his/her designee. At this conference, the chairperson or designee shall, to the extent that information is known or readily available, summarize the information discussed prior to the decision and explain the reasons for the negative decision. At the bargaining unit member's written request, a representative of the ASSOCIATION may accompany him/her to this conference.

32. If a dean makes a negative recommendation reversing a positive recommendation by a department or if the Provost makes a negative recommendation reversing a positive recommendation by a dean, before that recommendation is passed on to the next level, the dean or Provost shall offer a meeting with the bargaining unit member at which the reason(s) for the recommendation will be explained. At the bargaining unit member's request, a representative of the ASSOCIATION may accompany him/her to these meetings. The dean or the Provost shall also state in writing why the departmental recommendation was not upheld and include that information with his/her recommendation being passed on to the next level.

33. All evidence not submitted by the bargaining unit member and used by a dean or the Provost in making recommendations concerning tenure, reappointment or promotion shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence at the level at which it is used. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the dean or designee, or the Provost or designee, is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.

34. Both parties recognize that teaching competence is one of CMU's criteria (see paragraphs 25 and 26 of this Article) utilized in recommendations and decisions pertaining to tenure, promotion, and reappointment. The choice of evidence demonstrating teaching competence shall reside primarily with the various departments as described in their procedures. Individual bargaining unit members also may forward evidence of their choice if that evidence is not prohibited by departmental procedures. It is understood that the evidence of teaching competence used in departmental personnel recommendations is subject to the same process of review by the dean and Provost as is provided for in paragraph 28 of this Article. Nothing in this paragraph shall require any recommending or decision-making body at the University to ignore student comment with respect to such matters. Conversely, nothing in this paragraph shall bind departments to require student evaluations. If student comments are utilized at any level where a recommendation or decision is made, such comments shall be shared with the individual bargaining unit member on a timely basis so as to provide an opportunity for the bargaining unit member to address such comments prior to a decision at each level at which the comments are raised. A failure to provide such comments to bargaining unit members on a timely basis shall be remedied by a review as set forth under paragraph 29 of this Article.

35. Recommendations or decisions relative to tenure, promotion, or reappointment may be grieved under the grievance provision (Article 8) of this Agreement.



## Article 15 JUST CAUSE

1. No bargaining unit member will, without just cause, be: a) reprimanded in writing, b) reduced in rank, or c) reduced in compensation—as a disciplinary action. Neither shall any nontenured bargaining unit member be terminated from employment for the duration of that bargaining unit member's individual employment contract without just cause.
2. Termination of a tenured bargaining unit member shall only be on the following grounds:
  - a. Reaching a mandatory retirement age;
  - b. Extraordinary circumstances because of financial exigencies;\*
  - c. Bona fide discontinuance of a program or department, which does not include merely merging one department, program, college/school into another or transferring courses or programs elsewhere within the University;\*\*
  - d. Medical reasons;\*\*\*
  - e. Just cause.
3. Written notice of the above actions shall be given to the affected bargaining unit member and shall specify the reasons. Such bargaining unit members shall be provided due process through the grievance and arbitration provisions of this Agreement and through the expedited procedure where dismissal is based on just cause. (See Article 8, paragraph 19; and Article 9.)

## Article 16 CONFERENCES FOR ASSISTANCE TO BARGAINING UNIT MEMBERS

1. An individual conference for the purpose of assisting each bargaining unit member (excluding bargaining unit members who have received notification of nonreappointment or have resigned) may be held at least once each year between each such member, the member's dean (or designated representative), and the chairperson/unit supervisor of the member's department (or representative of the

\* See Article 17 (Position Reduction/Layoff).

\*\* See Article 17 (Position Reduction/Layoff).

\*\*\* Termination of a tenured appointment (or of a nontenured or special appointment before the end of the period of appointment) for medical reasons will be based upon clear and convincing medical evidence.

member's departmental committee having jurisdiction over tenure or reappointment questions). At the beginning of each academic year, chairpersons/unit supervisors shall survey bargaining unit members in their department/unit and inform the dean of the names of those bargaining unit members interested in such a conference. The dean shall schedule a conference with each bargaining unit member indicating such interest.

2. At the Conference for Assistance to Bargaining Unit Members, the dean (or designee) will review with the bargaining unit member the criteria and standards then existing at the department, college/school, and University levels applying to that bargaining unit member's consideration for tenure, promotion or reappointment. The dean (or designee) shall inquire at the conference whether the bargaining unit member has any questions regarding criteria and standards or application of criteria and standards pertaining to tenure, promotion or reappointment consideration for that bargaining unit member. All questions asked by the bargaining unit member relative to the bargaining unit member's performance with regard to the criteria and standards shall be recorded by the dean (or designee) and written responses to those questions furnished by the dean (or designee).

## Article 17 POSITION REDUCTION/LAYOFF

1. Layoff is the discontinuation of employment of a bargaining unit member for reasons other than the competence and promise of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.

2. CMU may lay off bargaining unit members as a result of certain considerations. Two of these considerations would be discontinuation of a program and financial exigency.

- a. Bona Fide Discontinuation of a Program. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established University curricular planning procedures prior to any layoff recommendation or decision.
- b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Central Michigan University Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:
  - 1) At least thirty (30) days notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.
  - 2) CMU will furnish to the ASSOCIATION the financial information upon which it is basing its judgment that financial exigency may have to be declared.

- 3) CMU will schedule an opportunity for the ASSOCIATION to meet, after fulfilling its obligations under i. and ii. above, with CMU in joint consultation to consider the need to declare financial exigency.

3. Two primary factors have always been involved in faculty personnel decisions: a) the immediate and anticipated long-term program needs of the University, and b) the competence and promise of faculty members. A situation may arise in which CMU must lay off bargaining unit members even though they are competent and have shown promise.

#### REDUCTION PRIOR TO LAYOFF OF BARGAINING UNIT MEMBERS

4. When it is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department, the administration shall notify the department in writing specifying the reasons for the reductions. The department shall then have the responsibility of developing recommendations as to how the reductions might be implemented. If programmatic considerations allow, departments may make recommendations short of layoff of bargaining unit members as follows:

- a. To leave unfilled a vacancy caused by retirement, resignation, or some other form of actual or anticipated attrition.
- b. Not to consider additional appointment of temporary faculty.
- c. The elimination of temporary faculty positions in the department.
- d. To reconvert graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.
- e. The conversion of billeted graduate assistantship positions to faculty positions.
- f. If departmental procedures allow, the department may recommend that a bargaining unit member be assigned a summer school, CECS or IPCD assignment as part of his/her regular load. Such assignments shall not result in a decrease in ten-month base salary for the bargaining unit member.
- g. To develop, in cooperation with CMU, an early retirement/voluntary resignation incentive program for department members.

If the recommendations made by the department are determined by the administration not to be sufficient to accomplish the amount of reduction necessary in the department or if the recommendations do not meet programmatic needs, the Provost will notify the department that layoff of bargaining unit members is necessary. Departments will consider all those applications for reappointment and tenure made prior to a notification by the department of a layoff recommendation. (See paragraph 7 of this Article.)

## LAYOFF OF BARGAINING UNIT MEMBERS

5. Decisions concerning layoff of bargaining unit members are based upon recommendations originating in departments, which play an initial role in the determination. These recommendations will be made without regard to an individual's race, color, sex, religion, national origin, age, height, weight, handicap, marital status, and veteran status.

6. No single set of directions or criteria guides or restricts the recommendations of departments, with the notable exception that tenure commitments will be honored according to provisions of this Agreement. Each department, when faced with a layoff, will consider the full range of its options and, using the formal procedures of that department, will formulate a recommendation based on an assessment of the best interests of the students who are to be educated and the anticipated educational program of CMU. However, the following two considerations must be primary when departments recommend layoff of bargaining unit members:

- a. Programmatic Needs. Programmatic needs are defined as the immediate and anticipated long-term needs as established by the the University curricular planning process.
- b. Length of University Service.
  - 1) Length of service (seniority) refers to time accrued in years and months while employed at the University in a position which would normally be described as part of the bargaining unit under Article 2 of this Agreement. (Faculty shall retain, but not accrue, length of service while on leave of absence without salary.)
  - 2) Regular faculty employed at the University in a nonbargaining unit position shall accrue length of service proportionate to the faculty FTE utilized in performing faculty responsibilities.
  - 3) Accrued length of service shall be lost only upon termination of employment from the University unless stated otherwise in this Agreement.
  - 4) Nothing contained in this Article is intended to waive or diminish rights provided to bargaining unit members by law.

7. When it is necessary to lay off a nontenured bargaining unit member in a department or to lay off a tenured bargaining unit member, the department shall notify in writing the affected bargaining unit member and dean of its recommendation. In this written recommendation, the department shall give its reasons to the individual and the dean as to why options a. through g. of paragraph 4 in this Article were not exhausted and the reasons for its recommendation under paragraph 6 of this Article. The document containing the reasons shall be sent to the dean for review, which may include conferring with the department.

8. The dean, after his/her review of the department recommendation, will notify the Provost of the department's recommendation, including its reasons. Within ten (10) days of the departmental recommendation to the Provost, the Provost shall

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

9. If any bargaining unit member is released due to layoff, CMU will provide a written statement to the bargaining unit member indicating that had a position been available at the time of the bargaining unit member's reappointment or tenure decision, the bargaining unit member would have been considered for reappointment or tenure since the bargaining unit member was laid off (retrenched) and was not released because of incompetence or for lack of promise.

10. If, during the period between notice of layoff and the actual layoff, circumstances in a department undergoing position reduction change through the death or resignation of a department member, the department shall reconsider its layoff recommendation. Additionally, during the period between notice of layoff and the actual layoff, the department may recommend to the CMU administration that a layoff decision be rescinded because of increasing enrollments, program developments, or similar circumstances. The actions and recommendations occasioned in this paragraph do not alter the notice provisions of this Article.

11. If a layoff notice has precluded a reappointment or tenure decision and circumstances in a department change as specified above, the bargaining unit member notified of layoff shall be considered for reappointment or tenure within the next academic semester. In this circumstance, the probationary period of the bargaining unit members shall not be affected.

#### PROVISIONS FOR LAID-OFF BARGAINING UNIT MEMBERS

12. The provisions for laid-off bargaining unit members are as follows:

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