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ARTICLE 1

GENERAL PROVISIONS

1.1 Purpose

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, and conditions of employment for the members of the bargaining unit herein defined. The Board and the Association recognize the importance of order and peaceful labor relations for the mutual interest and benefit of the Employer, the Bargaining Unit Members, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise regarding this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

- 1.1.1 The parties shall commence negotiations toward a modification of this agreement no later than one hundred twenty (120) days prior to its expiration date, unless a valid legal question concerning the Association's representational status is raised prior to the commencement of such one hundred twenty (120) day period, or both parties mutually agree to the commencement of negotiations. Each party shall give the other party written notice of desired contract changes or additions prior to the commencement of such negotiations.

1.2 Recognition

The Northern Michigan University Board of Trustees, the Employer, hereinafter referred to as the "Board," or "University" or "Employer" hereby recognizes the Northern Michigan University Faculty Association (affiliated with the Michigan Association of Higher Education-Michigan Education Association-National Education Association), hereinafter referred to as the "Association," as the exclusive bargaining representative of all full- and regular part-time Northern Michigan University Faculty Association faculty members employed or to be employed in the following classifications: Paraprofessional, Substitute, Instructor-TAS, Assistant Professor-TAS, Associate Professor-TAS, and Professor-TAS with academic rank; Counselor/Advisor, but excluding any other employees of the Board of Trustees. Excluded: All others including any other Administrative/Professional employees; Executive/Management employees; supervisors; other employees with academic rank; research assistants; graduate assistants; tutorial assistants; student employees including work-study employees, casual employees; temporary employees; and all employees currently represented by certified bargaining units.

1.3.1 Bargaining Unit Members; Faculty Members

The term "bargaining unit member" or "faculty member" when used hereinafter in this Agreement shall refer to all members of the designated bargaining unit and reference shall include both male and female members.

- 1.3.2 "Association" or "Bargaining Unit" means the Northern Michigan University Faculty Association-MAHE-MEA-NEA.

- 1.3.2.1 "Association" members are employees who elect to pay dues to the Northern Michigan University Faculty Association-MAHE-MEA-NEA.

- 1.3.3 "Department" is used exclusively to mean ANY academic department to which association members are assigned. In the event that any of the current departments are eliminated or combined, the administration will inform the Association about what departments will include the faculty affected by the eliminations/combinations.

- 1.3.4 "Department head" is used exclusively to mean any academic department head, associate dean or director for academic departments to which association members are assigned.

- 1.3.5 "College" shall mean the College of Professional Studies, the College of Arts Sciences or the college of business.

- 1.3.6 "Dean" is used to mean the Dean of the College of Professional Studies, the Dean of the College of Arts and Sciences or the Dean of the College of Business.

- 1.3.7 "Academic year" refers to the fall and winter semesters and in that order.

1.4 Conflicts

This Agreement shall prevail over any Board policies or bylaws which are in conflict with its provisions. Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

1.5 Complete Agreement

This collective bargaining Agreement represents the complete agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates all the mutually-agreed-to subjects of negotiation, and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, hours, and working conditions. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This collective bargaining Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

1.6 Special Conferences

The Dean(s) and the Department Head(s) may hold up to five (5) special conferences per department per semester with at least three (3) representatives of the association (including the president and grievance officer). The Association, the Dean and the Department Head shall confer at such reasonable times as either party may request to consider problems concerning this agreement or other matters of mutual concern, such as educational policies, staffing, curriculum development, etc. Special conferences shall include an agenda of the matters to be taken up at the meeting. Matters to be taken up at the meeting shall be confined to those included on the agenda.

1.7 Nondiscrimination

The Board agrees to continue to abide by all federal and state laws regarding discrimination in employment. The Board will not knowingly discriminate against any member of the Association because of membership or non-membership in the Association or for engaging in activities which may be supportive of or against the Association or any other employee group, providing such activities do not interfere with the proper performance of job duties. The Board will not knowingly aid, promote, or finance any group or organization (other than the Association) which purports to engage in collective bargaining on behalf of faculty members in the bargaining unit. The extent of any aid to the Association shall be as specified elsewhere in this Agreement. Any claimed breach of this clause shall be remedied through the procedures provided by law and not through the grievance procedure.

1.8 The Association agrees to abide by all federal and state laws regarding discrimination.

1.9 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.10 No Strike

The Association agrees that it will not authorize, sanction, or support, nor will any of its members participate in any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of University.

1.10.1 The Board agrees that it will refrain from locking out members of the bargaining unit or from any threat thereof.

1.11 Inclement Weather

When the University determines that employees are not required to report to work, or to continue working if they have reported, the employees affected will suffer no loss of pay for the hours not worked. Employees on sick leave or a previously scheduled personal leave day will not be given any additional time off with pay at a later date. Those employees who are required to work at times when the University operations are curtailed due to inclement weather, will be paid their regular salary and will be given compensatory time off with pay at a later date. Such compensatory time off is to be arranged with a supervisor and is to normally be used within thirty (30) days of accrual.

The University will make a reasonable attempt to notify employees through media announcements; however, it will not be responsible for unauthorized announcements. Employees who are not working on the Marquette campus will be governed by their local weather conditions. Employees are expected to contact the Office of Public Safety and Police Services for information on curtailments. The NMU Public Safety and Police Services webpage includes details of inclement weather actions, including the inclement weather policy:

<http://publicsafety.nmu.edu/departments/publicsafety/sitesections/publicsafety/inclementweather.shtml>

1.12 Subcontracting

If work currently is done by faculty members can be performed within the required time limits and at a cost equal to or less than the cost of subcontracting the work and at a standard comparable to the subcontracting work, then such work shall not be subcontracted. However, administrators of the NMUFA represented programs may be assigned to perform work which NMUFA faculty members may perform provided that this assignment does not result in a reduced assignment to any full- or part-time faculty member or prevent the recall of a faculty member who has been laid off in full or part and who is eligible for recall.

1.13 Information

The Board will send to the Association, within twenty-one (21) calendar days after the execution of this agreement, a list of bargaining unit members stating each faculty member's name, sex, rank, date of original appointment at Northern Michigan University, date of appointment to current rank, date of birth, highest degree held, salary and fringe benefits and mailing address. The Board will send the Association a list of any changes in the list (including resignations, retirements, or deaths) on a monthly basis. The Board will also forward to the Association copies of all notices terminating the employment of unit members at the same time such notices are sent to members.

1.13.1 Within twenty-one (21) calendar days after the start of each academic semester, the Board will send to the Association a list of all non-NMUFA represented personnel (by department or other administrative unit) who are employed on campus and off campus on a full-time or part time basis. This list shall detail the employee's name, course taught credit hour load, the employee's title, employee's class and full-time equivalency (FTE).

1.13.2 Within twenty-one (21) calendar days after the start of the winter semester prior to the expiration of the master agreement, the Board will send to the Association a list of all non-NMUFA represented faculty (by department or other administrative unit) who are employed on campus and off campus in a full-time or part-time role. This list shall state each employee's name, sex, rank, date of original appointment at Northern Michigan University, date of appointment to current rank, highest degree earned, salary and fringes.

1.14 In recognition that some faculty members covered by the Association are not housed in the department of Technology and Occupational Sciences or the College of Professional Studies, the appropriate Dean for these individuals would be the Dean of the College and the appropriate Department Head would be the one for the department in which they are assigned. Technology and Occupational Sciences bylaws would, however, apply to these individuals. TOS bylaws, including all proposed changes, should be shared with the Department Head and Dean of those faculties working in other departments prior to submission for approval by the Provost.

ARTICLE 2 MANAGEMENT RIGHTS

All Management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- (1) full and exclusive control of the Management of the University, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces;
- (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- (3) the right to change or introduce new operations, methods, processes, means of facilities, and the right to Determine whether and to what extent work shall be performed by employees;
- (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees;
- (5) the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause;
- (6) the right to reassign, at its discretion, administrators to bargaining unit positions, in accordance with the seniority provisions of this Agreement;
- (7) the right to maintain an orderly, effective, and efficient operation of the University.

ARTICLE 3
PERSONNEL POLICIES
TYPES OF APPOINTMENTS, CLASSIFICATION REQUIREMENTS,
VACANCIES, PROMOTIONS, AND TRANSFERS

3.0 Types of Appointments

Types of appointments relate primarily to Articles 3, 6, and 8 of this Agreement. However, to the extent that the types of appointments are referenced elsewhere in this Agreement, the listed appointments only shall apply and "grant" or "grant/contract" faculty members shall be treated as Term contract faculty members.

3.0.1 There shall be three types of initial faculty appointments:

- (a) Term
- (b) Continuing Earning
- (c) Continuing

3.0.2 Initial faculty appointment shall be the first date of hire in an employment timeline, regardless of appointment type.

3.1.1 Term appointments shall normally be made for two (2) or three (3) years. Term appointments for less than two (2) years may be made for such reasons as late resignation, illness of regular faculty, enrollment requirements, program demands, or replacements for leaves of absence. Persons employed on two- (2) year or three- (3) year term appointments shall be given first consideration for newly authorized two- (2) or three- (3) year term appointments, provided they meet the qualifications specified for the position and have had satisfactory annual evaluations. Persons on term appointments who already hold the appropriate terminal degree shall be given serious consideration for available continuing appointments, provided they meet the qualifications specified for the position and have had satisfactory annual evaluations.

3.1.2 Faculty members who have completed five (5) years of full-time service in term contracts for the *same* department at the university and are reappointed in that department for a sixth year shall be eligible for continuing appointment, and will be subject to review according to 3.2.4.1

3.2 Continuing Appointments

3.2.1 Continuing faculty may be dismissed only for just cause.

3.2.2 Continuing faculty may be laid off only if the faculty member's position is eliminated, and Article 6.2 options are considered.

3.2.3 Continuing Earning

3.2.3.1 All faculty members on Continuing-Earning appointments will have a provisional period not exceeding seven (7) consecutive years.

3.2.3.2 As a result of an unsatisfactory annual evaluation based on the judgmental criteria, a faculty member may be issued a notice of termination after any evaluation during the provisional period.

3.2.3.3 Five (5) consecutive years of satisfactory annual evaluations completes the provisional period, and the faculty will be eligible for continuing status, and will use the criteria in 3.2.4.1 to apply.

3.2.4 Continuing

3.2.4.1 Faculty members who are eligible for a continuing appointment, as defined in 3.1.2 or 3.2.3.3, shall submit an application for a Continuing appointment to the Faculty Evaluation Committee by October 1st. The individual faculty member's application for a Continuing appointment must be complete at the time the document is submitted to the FEC. In rare instances, additional materials may be requested of the faculty member by the FEC, Department Head or Dean.

- FEC recommendations shall be sent to the Department Head by November 15th.
- Department Head recommendations shall be sent to the Dean by December 15th.
- Recommendations from the Dean shall be sent to the Provost and Vice President for Academic Affairs by February 1st.
- Recommendations of the Provost and Vice President for Academic Affairs for continuing appointments shall be forwarded to the Board of Trustees by April 8th.

3.2.4.2 Judgmental Standards for the Award of Continuing Status

The award of continuing status is based on the record of accomplishments in the three broad areas of Assigned Responsibilities, Professional Development and Service. Of these, Assigned responsibilities are the most important. Contributions in the areas of professional development and service are expected as well.

Assigned Responsibilities

1. Creates a positive learning environment through good organization and appropriate use of instructional techniques and instruction technologies.
2. Demonstrates excellence and relevance of courses as evidenced by using feedback from previous students or alumni (in the field) that relate to courses or curriculum.
3. Provides documentation of positive student and supervisor evaluations since last promotion or hiring.
4. Provides students with objectives relevant to the course(s) taught, appropriate references and criteria for evaluation.
5. Maintains effective rapport with students in the classroom that engages them in the learning process.
6. Reviews and/or revises course materials as necessary to maintain currency.
7. Provides evidence of positive feedback from students (current and / or alumni) pertaining to effective advising.
8. Assures that proper safety training is provided with NMU resources and protocols are observed when hazards are present in student learning environments.

Professional Development

Evidence of professional development or scholarship

Service

Evidence of service to the department, college, university and/or community

- 3.2.4.3 In the absence of earlier notice of termination, a faculty member with a term or continuing earning appointment, who is eligible for a continuing position, shall be given written notice not later than May 5 of the academic year in which they applied. The faculty member will be notified of (1) continuing status having been granted or (2) the termination of the appointment at the end of the seventh year.

3.3 Classification Requirements

General Education and Experience Provisions:

Only educational obtainments related to the bargaining unit member's assigned responsibilities shall be considered for achievement of or promotion to any rank or classification.

Only educational obtainments verified by granting institutions accredited by the appropriate regional accrediting agency shall be recognized by the Employer for purposes of hire or promotion. All other educational obtainments shall be recognized only after evaluation by and written approval of the Dean.

Experience shall mean actual, compensated, full-time (as defined by the Employer or self-employment as verified by the individual's IRS form 1040-C returns or other substantiated documentation satisfactory to the Employer showing substantial business activity for the taxable year) and verified work performance in a field or area related to the bargaining unit member's assigned responsibilities.

In determining whether to grant credit for nonacademic training or experience, the University will consider the guidelines for semester hour equivalents set forth in Appendix A.

In determining whether to grant credit for field experience, preference will be given for technical, industrial, or business experience which identifies Journeyman level work performed at a licensed or certification level.

3.3.1 Substitute

The University may hire qualified substitute faculty members when deemed necessary by the appropriate administrator. Such faculty members shall not obtain or accrue bargaining unit seniority nor shall such a substitute faculty member have any expectation of continued employment by virtue of such an appointment. Substitute faculty members will be paid the hourly rate set forth in Article 16 of this Agreement unless the appropriate administrator determines a higher rate of pay is necessary to secure a substitute. Payment of a higher rate will at no time set a precedent for subsequent payments to any substitute faculty member.

3.3.2 Paraprofessional

The Paraprofessional classification is adjunct to the professional faculty member in a classroom setting. The faculty member in the Paraprofessional classification will be paid on an hourly rate. The position will require supportive duties in the instructional program without having the principal responsibilities of major instruction.

Responsibilities of the position will include, but not be limited to the following:

1. Tutorial services.
2. Assist the students and/or faculty member with dangerous and/or sophisticated equipment.
3. Assist the students having problems with technical related theory.
4. Assist the faculty member in demonstrations and major presentations.
5. Substitute for the faculty member on short demonstrations or presentations while the faculty member spends time with students who require the faculty member's professional attention.
6. Assist the professional staff in customer service duties and securing instructional supplies.

3.3.3 Instructor-TAS

Education:

A baccalaureate degree or equivalent amount of nonacademic training as determined by the Employer

Experience:

At least three (3) years of field or work experience.

3.3.4 Assistant Professor-TAS

Education:

A master's degree. Exceptions may be made because of unusual scholarly and/or professional achievements, as determined by the department head and the dean.

Experience:

At least three (3) years of field or work experience

3.3.5 Associate Professor-TAS

Education:

A master's degree

Experience:

At least three (3) years of field or work experience plus five (5) years of teaching experience

3.3.6 Professor-TAS

Education:

A master's degree

Experience:

At least three (3) years of field or work experience plus eleven (11) years of teaching experience

3.3.7 Licensure or Certification

Any association member required to be licensed or certified by any agency of the State of Michigan or the United States of America in order to teach, will be required to obtain or achieve such licensure or certification.

3.5 Vacancies

- 3.5.1 In the event that the Employer determines that a vacancy exists in the bargaining unit, notice shall be communicated pursuant to Sections 3.5.4 through 3.5.7 respectively. Assignment to such openings shall be made to the applicant who is best qualified for the position. When an applicant from within the bargaining unit and an applicant from outside the University are equally qualified, the bargaining unit applicant shall be given preference. When two (2) or more bargaining unit applicants are equally qualified, seniority shall govern.
- 3.5.2 Bargaining unit members who believe that they meet the minimum classification requirements for appointment as defined in Section 3.3 shall be eligible to apply for such opportunities.
- 3.5.3 With respect to non-promotional openings, attendance, discipline record, training, job skills, education, work experience in a program where the opening exists, other related work experience, interpersonal skills, and the overall needs and interests of the University shall be among the factors in determining the qualifications of an individual for assignment to a vacant or newly established position.
- 3.5.4 If two (2) or more people apply for a position, the faculty member(s) not selected shall be sent written notification of rejection within three (3) working days after the successful applicant has accepted the position.
- 3.5.5 Each individual bargaining unit candidate is responsible for ensuring that the candidate's application for an opening accurately sets forth whatever qualifications the candidate desires to have the Employer consider in evaluating the candidate's candidacy, and that the records of the University or other knowledge made known by the candidate to the University indicate the candidate's qualifications for the opening.
- 3.5.6 Newly appointed faculty members to a University position shall receive an appointment letter from the Provost and Vice President for Academic Affairs specifying the following: effective date and length of employment, classification, departmental appointment, compensation data, and terms and conditions of the appointment, if applicable.
- 3.6 Promotion Policy and Procedures
- 3.6.1 For the purposes of promotion review, there shall be a faculty evaluation committee (FEC) with the size and membership selection method to be determined by the department bylaws
- 3.6.1.1 Faculty members may, upon application and approval by the Board, advance from their current rank to the next higher rank in the progression. Promotions shall be granted only to faculty members who demonstrate a record of accomplishment in the judgmental criteria since the last promotion or initial appointment (whichever is more recent), which reflect significant growth and development required for the rank for which the faculty member is applying.
- 3.6.1.2 Promotion is based on formal education, and performance relating to the three (3) judgmental criteria set forth in this Agreement and expectations under these criteria as set forth in the departmental bylaws. To be eligible for promotion consideration, a candidate must have achieved the minimum qualifications for the next higher rank as specified in this Agreement, and full consideration must be given to application of the judgmental criteria to promotion requirements as set forth in the Agreement and the departmental bylaws.
- 3.6.2 Promotion review shall be conducted in accordance with the following schedule:
- Faculty applications for promotion shall be submitted to the Faculty Evaluation Committee by October 1st. The individual faculty member's promotion application file must be complete at the time promotional package is submitted to the FEC. In rare instances, additional materials may be requested of the faculty member by the FEC, Department Head or Dean. A copy of each recommendation letter (concurrence or non-concurrence) from each of the below recommending parties shall be placed in the faculty member's promotion package. The entire package, following completion of the promotion application process, will be stored and maintained in the respective departmental office.
- FEC recommendations shall be sent to the Department Head by November 15th.
 - Department Head recommendations shall be sent to the Dean by December 15th.
 - Recommendations from the Dean shall be sent to the Provost and Vice President for Academic Affairs by February 1st.
 - Recommendations of the Provost and Vice President for Academic Affairs for promotion shall be forwarded to the Board of Trustees by April 8th.
- 3.6.3 When a faculty member is notified of a negative recommendation, the faculty member shall have an opportunity to lodge an appeal at the next level of review within fourteen (14) calendar days of the receipt of such recommendation. In the event of an appeal, each of the above deadlines shall be extended thirty (30) calendar days.

3.6.4 If any individual or the FEC fails to submit a recommendation or response within the time periods specified above, the process shall proceed to the next step without the benefit of the recommendation, unless an extension is granted to the faculty member, appropriate administrator, or the FEC at the next step.

3.6.5 The effective date for continuing status and/or promotion is the beginning of the academic year for faculty on an academic-year appointment.

3.7 Judgmental Criteria for Promotion

A faculty member who requests consideration for promotion shall have met the minimum qualifications as stipulated in section 3.3 of this article for the next promotional level and present in the faculty member's promotional package information bearing on the quality of the faculty member's performance since the faculty member's last promotion; this information shall include a written narrative which provides evidence and supporting documentation in each of the following judgmental criteria:

1. Evidence of growth in teaching effectiveness, advising effectiveness, and other service to students (see TOS bylaws for specific criteria).
2. Evidence of continued growth in professional development and scholarship (see TOS bylaws for specific criteria).
3. Evidence of growth and development in professionally related service, including both academic and external communities (see TOS bylaws for specific criteria).

3.8 Promotion Application Procedures

3.8.1 The application for promotion will include a written narrative not to exceed fifteen (15) pages describing the faculty member's professional growth and development since the date of appointment or last promotion (whichever is more recent). This narrative will address the judgmental criteria as outlined in Sections 3.3, 3.7 and the departmental bylaws. Evidence substantiating growth and development in each judgmental criterion will be placed in an appendix separated by index tabs labeled to correspond to each of the three (3) judgmental criteria.

3.8.2 The application document shall begin with a general information Section summarizing the faculty member's years of service in previous ranks held at the University or other relevant professional experience relating to the faculty position currently held.

3.8.3 If the faculty member has completed an additional degree since the date of appointment or last promotion, whichever is most recent, a clear statement of the professional growth resulting from that educational experience must be included.

3.8.4 The application document will then continue with the narrative describing the faculty member's performance and contributions pursuant to each of the three (3) judgmental criteria. This narrative will incorporate and build upon prior years' formal annual evaluations and must include student evaluation results as stipulated in section 12.7 of Article 12.

3.9 Transfers Due to Illness or Injury

Without limiting the applicability of the provisions in article 15.1 (sick leave) or the policies of the university to implement the Americans with disabilities act, the University will make a reasonable effort to reassign on a full- or part-time basis faculty members partially incapacitated as a result of an accident or faculty members who, because of health, or other personal circumstances, are not able to continue in their present position. Such reassignment may be made only to an open position which the faculty member is capable of performing.

The regular posting procedure shall not apply to such reassignment.

A faculty member who is so reassigned will be paid at the rate established for the position to which the faculty member is reassigned but in no event less than the faculty member's current rate or the maximum rate of the pay grade, whichever is lower.

3.10 Temporary Transfer or Assignment

A temporary transfer or assignment is defined as the movement of a faculty member to a position within the same department or to another department due to sickness, accident, disciplinary layoff, leaves of absence, or sudden and unexpected fluctuation in a department's activity. An attempt shall be made to affect such transfer on a voluntary basis. If there are no volunteers, the Employer may proceed to affect the transfer. Faculty members are expected to perform the full range of duties characteristic of the position to which they are temporarily transferred. It is understood that it is not the intent of the Employer to erode the bargaining unit through the use of temporary transfers.

If the temporary transfer is to a position of higher classification and the transfer exceeds two (2) weeks, the transferred faculty member will be paid the minimum rate for the higher classification or the transferred faculty member's current salary, whichever is higher, for all the work performed beyond the two- (2) week period. If the transfer is to a lower classification, the transferred faculty member will be paid at the transferred faculty member's current salary.

A temporary transfer shall not exceed a six (6) month period, at which time the transferred faculty member will be returned to the transferred faculty member's former position, unless the transferred faculty member is the successful applicant for the vacated position. If the position is still required after six (6) months, it will be posted in the normal manner as provided in Article 3 unless the absent faculty member is expected to return in the near future, or the fluctuation in the department's activity is expected to decrease in the near future. Should outside recruitment prove necessary in filling a temporary position, faculty members who are laid off and qualified will be given first consideration. In the event that two (2) or more laid off faculty members are qualified, seniority will govern.

ARTICLE 4

ASSOCIATION MEMBERSHIP, FEES, AND PAYROLL DEDUCTION

- 4.1 This Article applies to all employees in the bargaining unit. The bargaining unit is described in Article 1. All employees in the bargaining unit are "bargaining unit members". Association members are those that pay dues.
- 4.2 The Association represents all employees in the bargaining unit.
- 4.3 Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association.
 - 4.3.1 Bargaining unit membership and Association membership are distinct.
 - 4.3.2 An employee is always a bargaining unit member; an employee becomes an Association member only through choice. If an employee chooses not to become an Association member he/she will remain a bargaining unit member, remain entitled to representation by the Association, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement.
- 4.4 An employee who becomes an Association member will be required to pay Association dues (the amounts and regularity of those dues payments to be decided by the Association). An employee choosing to become an Association member will be required by the Association to sign a payroll deduction authorization form (acceptable to the University) authorizing the University's Payroll Office to deduct Association dues from the employee's paychecks.
- 4.5 The Association will present the signed dues deduction authorization forms directly to the University's Payroll Office. Any such authorization form shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.
 - 4.5.1 Each employee may submit a signed payroll deduction authorization form (via the Association) to the Payroll Office twice per fiscal year (beginning of fall semester through end of summer session).
 - 4.5.2 The Association shall annually certify in writing to the University's Payroll Office no later than the third Friday in September, the authorized amount to be deducted from each Association member who submits a signed payroll deduction authorization form. The University's Payroll Office shall deduct the authorized amount from each of the employee's regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Association, together with a list setting forth the name of each employee for whom deductions were made.
 - 4.5.3 The University's Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.
- 4.6 Neither the University nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member.
 - 4.6.1 Joining the Association is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Association.
 - 4.6.2 Paying Association dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Association dues.
 - 4.6.3 The University will not tolerate harassment or discrimination against any employee who chooses to become an Association member or chooses not to become an Association member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the University's harassment / EEO policy. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an Association member or chose to not become an Association member, or chose to pay Association dues or chose to not pay Association dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause."
 - 4.6.4 The Association agrees to indemnify and hold the University harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of deductions made by the University pursuant to this Article, or by reason of the University complying with the provisions of this Article.

ARTICLE 5 REPRESENTATION

- 5.1 The Association shall be afforded:
- (a) The right to send through the regular University campus mail service newsletters and such other communications as are necessary to the conduct of the Association's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system.
 - (b) The privilege of scheduling monthly Association meetings and meetings for the purpose of ratification on campus in appropriate facilities, provided written requests for such space are made a reasonable time in advance and suitable facilities are available at the time requested, and the Association conforms to all regulations established by the Employer. The Employer reserves the right to charge a reasonable fee for any set-up or clean-up costs incident to provision of such space.
 - (c) The privilege of contracting, at the same rate charged to registered campus organizations, for such of the following services as are needed for the Association's conduct of its business as a collective bargaining agent: printing address labels, label affixing, material folding and insertion, duplicating, copying, audio-visual, and food; provided, however, that time and material are available at the time requested and that provision of such service does not interfere with normal University operations.
- 5.2 The Board will provide the Association with such additional information from its records as is necessary to enable the Association to carry out its function of bargaining with respect to wages, hours, and conditions of employment of bargaining unit members; provided, however, that this provision shall not be construed to require the Board to prepare or develop information for the Association or to provide information in any form other than that of copies of already existing records.
- 5.3 The rights granted herein to the Association shall not be granted or extended to any competing labor organization, except as may be otherwise required by law.
- 5.4 Before appointing any bargaining unit members to any committees, task forces, councils, or other advisory or policy-making bodies created or maintained by the Board, the Board will seek recommendations for such appointment from the Association.
- 5.5 The Local Association shall specify in writing those duly authorized representatives of the Association and/or any MEA-NEA representative(s) who may transact Association business.
- 5.6 Designated officials of the Association shall be allowed reassigned time with pay for official business of the Association provided that the faculty member has given to the faculty member's supervisor and the designated representative of the Office of the Provost and Vice President for Academic Affairs written notice of not less than seven (7) working days, and further provided that the faculty member's absence from the job will not interfere with the normal operation of the Department's programs and services. Such reassigned time shall not exceed a combined total of five (5) days per contract year for all Association officials and shall be granted to not more than two (2) faculty members at any one (1) time. Additional unpaid reassigned time may be granted for official Association business provided that written notice of not less than seven (7) working days is given to the supervisor and the designated representative of the Office of the Provost and Vice President for Academic Affairs and further provided that such absence will not interfere with the normal operation of the Department's programs and services.
- 5.6.1 The Association President shall be afforded four (4) credit hours on a reassigned time basis to be allocated by the Provost and Vice President for Academic Affairs each semester. Prior to the beginning of each semester, in coordination with the Department Head, the Association will notify the Provost and Vice President for Academic Affairs how the reassigned time will be used.
- 5.6.2 The Association Grievance Officer shall be afforded two (2) credit hours on a reassigned time basis to be allocated by the Provost and Vice President for Academic Affairs each semester. Prior to the beginning of each semester, in coordination with the Department Head, the Association will notify the Provost and Vice President for Academic Affairs how the reassigned time will be used.
- 5.7 When contract negotiations are conducted during regular working hours, reassigned time shall be provided for the Association's negotiating committee.
- 5.8 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 5.9 There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

- 5.10 The Association may schedule a two- (2) hour meeting for members of its bargaining unit during the annual orientation process at the beginning of the academic year.

ARTICLE 6

REDUCTION OF WORK FORCE—LAYOFF/RECALL

- 6.1 In the event the Employer determines that it is necessary to reduce the number of Continuing faculty members, or to discontinue a position to which such a faculty member is assigned, or to eliminate a program or department in whole or in part, or to reorganize a program or department in whole or in part, whether due to lack of work, reallocation of resources, change in institutional priorities, general or specific declines in student enrollment, efficiency or economy of operations, budgetary reductions, or similar reasons, the Employer agrees to provide the affected Continuing faculty member and the Association with the following periods of notice:

- (a) 0 - 1 year of service: 3 months notice
- (b) 1 - 2 years of service: 6 months notice
- (e) Over 2 years of service: 12 months notice

The decision as to the faculty members to be laid off shall not be grievable. The notice provisions of Section 6.1 do not apply to Term contract or continuing earning faculty members. However, to the extent possible (limited to the time remaining on the Term contract or continuing earning faculty member's contract when the decision not to reappoint is made), a Term contract or continuing earning faculty member will be provided notice on a similar basis.

- 6.1.1 Upon inquiry by any bargaining unit member, the University will make reasonable efforts to keep the bargaining unit member informed about the status of grant renewals. In addition, the University will promptly notify affected bargaining unit members of renewals when such notice is received by the University from the granting agency.

- 6.2 Prior to the implementation of a layoff of any particular full-time faculty member, a reduced assignment may be offered.

Continuing faculty members shall not be laid off or offered a reduced assignment until after the options below, if applicable, are considered:

- (a) supplementation of teaching with nonteaching duties;
- (b) transfer to a vacant nonteaching position;
- (c) reassignment to another department;
- (d) shared load between departments ;
- (e) retraining to fill a vacant position for which the person can become qualified;
- (f) early retirement (buy-out).

If a reduced assignment is accepted, the faculty member's full medical insurance coverage will be maintained for one (1) semester while the faculty member is on a reduced assignment.

- 6.3 In the event of a layoff, the Employer shall inform the Association President of its contemplated actions. Such notice shall be given at least ten (10) days prior to any layoff notices being sent to bargaining unit members. If the Association so requests, the Employer shall meet with the Association prior to the mailing of any layoff notices. At such meetings, the Association may present to the Employer for consideration by the Employer any suggestions it may have regarding the layoff or how it will be accomplished.

- 6.3.1 Within ten (10) working days of issuing layoff notices to a bargaining unit member, any affected bargaining unit member must request, in writing, an opportunity to exercise the bargaining unit member's seniority rights under this Agreement or the right will be deemed to be waived. Within fifteen (15) working days of issuing layoff notices, the Employer shall convene a meeting to afford each bargaining unit member who has so requested the opportunity to exercise the bargaining unit member's seniority rights. In the event the bargaining unit member has qualifications and experience at least equal to another less senior bargaining unit member, the bargaining unit member shall be allowed to displace the less senior bargaining unit member and the Employer shall notify the displaced bargaining unit member and that bargaining unit member shall be afforded the same opportunity to exercise seniority if that bargaining unit member so desires. Such a notice of bumping shall not be deemed a layoff notice, and the bargaining unit member so displaced shall cease the bargaining unit member's employment at the University not later than the work day on which the bargaining unit member receiving the original layoff notice would have been laid off had the bargaining unit member receiving the original layoff notice not been able to successfully exercise that bargaining unit member's seniority.

Bargaining unit members who bump into Term contract positions funded by grants or contracts, shall be employed in such a position on the first working day following the termination of the then current grant or contract when the University has received formal notice that the grant or contract funding the position has been extended or renewed.

- 6.3.1.1 For purposes of Sections 6.3.1 and 6.5, the University shall determine whether a bumping bargaining unit member has qualifications and experience at least equal to another less senior bargaining unit member by reviewing the full range of duties to which the less senior bargaining unit member may be assigned. The University academic administrator making such a determination is strongly encouraged to consult with other departmental faculty when reviewing the qualifications and experience of the bumping bargaining unit member.
- 6.4 If a layoff begins before the required period of written notice is satisfied, the affected faculty member shall be paid salary, and fringe benefits shall be continued for the balance of the required notice period. Salary and fringe benefits will not be provided by the Employer after the required period of written notice has been satisfied. However, a faculty member who is laid off may contact the Human Resources Department to make arrangements for the continuation of group life insurance. Federal law provides for the continuation of health insurance benefits as a result of a layoff or other terminations of employment. Details are available from the Human Resources Department.
- 6.5 Term contract faculty members without seniority cannot bump Continuing contract faculty members. A Term contract faculty member may be bumped at the end of the Term contract faculty member's then current appointment period by either:
- (a) a Continuing contract faculty member with more years of service in the bargaining unit who is fully qualified to perform the specific duties of the Term contract position or
 - (b) a Term contract faculty member with more years of service in the bargaining unit who possesses qualifications equal to or greater than the faculty member to be bumped.
- 6.5.1 A Continuing faculty member who successfully bumps into a Term contract position shall retain Continuing rank, recall, and seniority rights for up to two (2) calendar years. Such a faculty member may not, however, exercise recall rights during the faculty member's period of appointment to a Term contract position. It is also agreed that retention of rank is not a guarantee of the same salary rate the faculty member earned in the Continuing position.
- 6.5.2 In the event a Continuing faculty member is laid off as a result of the elimination of a general fund position, then the duties of that position shall not be replaced by use of a Term contract position. If, however, nonpermanent funding monies become available specifically for that position, then the position will be first offered to the laid off faculty member.

The ability of the program to fulfill its assigned instructional/service responsibilities must be maintained. In the event that a layoff is necessary and further provided that the bumping faculty member and the remaining faculty members must be qualified and able to perform the available work, faculty members will be laid off in the following order, unless it can be demonstrated that the program would be adversely affected by this specific layoff sequence.

If the layoff of a Continuing faculty member is necessary:

- (a) Probationary Continuing faculty members
- (b) Full-time Continuing faculty members

If the layoff of a Term contract faculty member is necessary:

- (a) Part-time Term contract faculty members
- (b) Probationary Term contract faculty members
- (c) Full-time Term contract faculty members

Subject to the above considerations, within an affected classification in a department, the faculty member with the least seniority will be subject to layoff provided that the remaining faculty members have the ability to perform the available work.

- 6.5.3 Full-time Term bargaining unit members, with seniority, who are offered an assignment which is less than full time shall be deemed to have been laid off and may exercise their seniority rights to bump a less senior bargaining unit member as provided in Article 6. This provision shall only be construed to allow a more senior bargaining unit member to bump a less senior bargaining unit member from the less senior bargaining unit member's entire position not to add to the reduced time assignment.

6.6 Recall

(a) Faculty Members with Seniority

When an opening occurs in a position from which a faculty member with seniority has been laid off, a faculty member laid off from that position shall, during a period of two (2) years or length of service, whichever is shorter, from the date of that faculty member's layoff, be eligible for recall for such an opening. If, in the judgment of the Employer, two (2) or more Continuing faculty members on layoff are equally qualified for the job opening, the most senior faculty member shall be offered the job first. All rights to recall shall terminate either upon the expiration of two (2) calendar years from the date of layoff or length of service, whichever is shorter, or in the event that a laid-off faculty member does not report for work within ten (10) working days after the date on which the notice of recall is mailed by certified mail to the last address supplied to the University by the faculty member, whichever date occurs first. It shall be the bargaining unit member's responsibility to provide a current address where the bargaining unit member may be reached in the event a position in the bargaining unit member's field of specialization becomes available.

(b) Term Contract Faculty Members

Bargaining unit members in Term contract positions which have terminated shall, for a period of two (2) calendar years from time of termination or length of continuous service, whichever is shorter, be entitled to recall rights for new Term contract positions for which they are fully qualified (including possession of proper certification if required), that may become available in the Department provided they received satisfactory evaluations while on a Term contract appointment. All rights to recall shall terminate either upon the expiration of two (2) calendar years from the date of layoff or length of service, whichever is shorter, or in the event that a laid off faculty member does not report for work within ten (10) working days after the date on which the notice of recall is mailed by certified mail to the last address supplied to the University by the faculty member, whichever date occurs first. It shall be the bargaining unit member's responsibility to provide a current address to the Human Resources Department where the bargaining unit member may be reached in the event a position in the bargaining unit member's field of specialization becomes available. Recall rights end when a position is offered by the University and is not accepted by the former faculty member.

6.7 It is mutually agreed and understood that "fully qualified" for the purpose of Section 6.6(b) includes the current expertise necessary to meet the position requirements without any training period. A brief orientation period will be afforded a Continuing contract faculty member bumping into a term contract position.

6.8 Names of faculty members removed from a classification or laid off in a reduction of the working force and recalled to work shall be given to the Association in writing.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 A grievance is a complaint by the Association, on behalf of one (1) or more bargaining unit members or in its own behalf, concerning an alleged violation of a specific provision(s) of this Agreement. The grievance shall identify the members of the bargaining unit on whose behalf it is brought. If the Association brings a grievance on its own behalf, it shall state that it is being filed on behalf of every member of the Association. All grievances shall be adjusted through the grievance procedure provided in this Article.

7.2 In computing any time limit herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the Board's administrative agent shall permit the grievance to proceed to the next step. If the appropriate management representative at any step advises the grievant or the Association representative that the management representative does not have the authority to respond to the grievance, then the grievance will automatically proceed to the next step.

7.3 Step I

A bargaining unit member (or group of members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels with; however, the right to prompt reply to the bargaining unit member's inquiries.

(a) Informal Verbal

The bargaining unit member (or group of members) will verbally discuss the alleged violation with the bargaining unit member's immediate supervisor.

(b) Formal Written

Failing resolution of the alleged violation by informal verbal means, the Association shall initiate the grievance procedure by serving a written grievance to the grievant's immediate supervisor. The grievance shall be signed by the appropriate Association representative, and the bargaining unit member(s) involved shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated and shall specify the relief or remedy sought. The grievance shall be filed within ten (10) working days after the Association or bargaining unit member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If the grievance is not served within that time, the grievance is barred.

The immediate supervisor will arrange a meeting to discuss the grievance with the appropriate representatives of the Association. The discussion will take place within ten (10) days after the grievance is filed. The immediate supervisor will provide the Association with a written, mutually agreeable adjustment or a denial of the grievance within seven (7) days of the meeting with the Association.

7.4 Step II

If the grievance is not adjusted in Step I, the Association may, within ten (10) days of the Step I written answer, submit the grievance to the Dean. The Dean shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Association. This discussion shall be completed within ten (10) days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Employer and the Association, the adjustment will be reduced in writing and signed by the Dean and the representative of the Association. If there is no mutually agreeable adjustment, the Dean shall provide the Association representative with a written answer stating the reasons for denial of the grievance. Such answer shall be provided within seven (7) days of the meeting with the Association.

7.5 Step III

If the grievance is not adjusted in Step II, the Association may, within ten (10) days of the Step II written answer, submit the grievance to the Provost and Vice President for Academic Affairs or the Provost and Vice President's designated representative. The Provost and Vice President for Academic Affairs shall promptly arrange a meeting to discuss the grievance and the written answer and appeals. The Association may be represented by its President, or designated representative, by the grievant and/or Association Steward, and by the Association's MEA representative. This discussion shall be completed within fifteen (15) days after the filing of a request to have the grievance considered in Step III. If the grievance is satisfactorily adjusted, the adjustment will be reduced to writing and signed by the appropriate representatives of the Board and the Association. If there is no mutually agreeable adjustment, the Provost

and Vice President for Academic Affairs or the Provost and Vice President's designated representative shall provide the Association with a written answer stating the reasons for denial of the grievance. Such answer shall be provided within seven (7) days of the meeting with the Association.

7.6 Step IV: Binding Arbitration

If the grievance is not satisfactorily adjusted in Step III, the Association may submit the grievance to binding arbitration by written submission to the American Arbitration Association (Detroit, Michigan office) with simultaneous written notice to the Board within twenty (20) working days after the Association's receipt of the written answer at Step III. The arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

7.7 Any adjustment of a grievance agreed upon by the Board and the Association at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Board, the Association, and any bargaining unit member(s) involved.

7.8 Failure by the Association to appeal a grievance from one step to the next within any of the time limits specified above shall result in the grievance being settled on the basis of the Employer's last answer. If mutually agreed to in writing by the Association and the Vice President for Academic Affairs, a grievance may be initiated at a step other than Step I of the grievance procedure. However, this does not relax any of the time limitations. The Association may withdraw a grievance without prejudice and without establishing a precedent at any step of the grievance procedure.

7.9 The Board and the Association may agree to expedited, streamlined, or any other arbitration procedures, on a case-by-case basis. In the event there is no mutual consent to modified procedures, then the arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

7.10 The arbitrator's decision shall be final and binding upon the Board, the Association, and any bargaining unit member(s) involved and may be enforced in any court of competent jurisdiction. The arbitrator's decision shall be based solely upon the express and specific provisions of this Agreement.

7.11 The Board and the Association will bear their own expenses individually including transcripts, if ordered, and will share equally the fees and expenses of the arbitrator.

7.12 Powers of and limitations upon the arbitrator are as follows:

- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (b) Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event shall monetary adjustments cover a period prior to ninety (90) days before the filing of the written grievance.
- (c) Where there has been no loss of wages or fringe benefits caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.

ARTICLE 8 SENIORITY IN THE ASSOCIATION

- 8.1 Faculty members shall have seniority in the bargaining unit when the following conditions have been met:
- 8.1.1 Faculty members must receive satisfactory evaluations for the first two (2) calendar years of their continuous regular full or part-time (i.e., half time or more). The period may be extended up to one (1) additional year if the faculty member receives a less than satisfactory evaluation or if specific concerns are identified in the evaluation process. The probationary period may be extended a fourth calendar year by mutual consent of the Board and the Association. When a faculty member completes this probationary period, the faculty member shall be entered on the seniority list of the bargaining unit, with seniority retroactive to the date of hire. The discharge of a probationary faculty member, except for Association activity, shall be non-grievable. Probation, as used in this article, is applicable to association seniority only. Association seniority is the primary criteria used in article 6.
- 8.1.2 Term contract member faculty members will be granted seniority provided they have completed eight (8) semesters of full-time employment with the university, have had satisfactory evaluations, and have a full-time appointment for the following year. Such seniority will be retroactive to the start of the period of consecutive full-time employment. Term contract faculty members granted a full-time Continuing position will be granted bargaining unit seniority retroactive to the date of hire in a half-time position or more. Term contract faculty members shall not be deemed to have any seniority except as provided in this section
- 8.2 Seniority shall be measured by credits earned on seniority year basis. The seniority year shall run from August 25 to August 24 of the following calendar year. A maximum of two (2) seniority credits can be earned for each seniority year. Bargaining unit members who work less than half time in a seniority year will earn no seniority credits. Bargaining unit members who work half time or more for the seniority year will earn seniority credits on a pro rata basis.
- 8.3 For the purposes of earning seniority credits only, full time is defined as follows:
- 8.3.1 A minimum of twenty-two (22) semester credit hours of assigned instructional work per the University Academic Calendar, or
- 8.3.2 Forty (40) hours per week of non-instructional work for nine (9) months (e.g., two [2] academic semesters) per year per the University Academic Year.
- 8.3.3 Twenty-five (25) teaching contact hours per week for ten (10) months per year per the Marquette-Alger Regional Educational Service Agency (MARESA) contract calendar.
- 8.4 Any combination of assignments may be used to earn up to the maximum of two (2) seniority credits for the seniority year.
- 8.5 For purposes of distinguishing seniority among faculty members who have earned the same number of seniority credits, the faculty member with the earlier date of entry into the bargaining unit shall be deemed to have greater seniority.
- 8.5.1 In the circumstance of more than one (1) individual having the same first day of work, seniority will be determined by the last three (3) numbers in the individual's Social Security number; for example, the person with the highest number shall be determined as the person with the highest seniority.
- 8.6 Faculty members who transfer to a position excluded from the bargaining unit through their own request or through some action of the Employer shall retain all accrued seniority earned prior to the transfer from the bargaining unit. When a faculty member is returned to the bargaining unit, such faculty member shall be permitted to apply the seniority earned prior to the faculty member's transfer out of the bargaining unit for the purpose of determining placement in the bargaining unit, pursuant to the Layoff/Recall Article of this Agreement, and for the purpose of establishing entitlement to other rights and benefits provided herein. When an existing bargaining unit member assumes the position of Department Head, seniority in the unit will accrue. When a department head who is not a bargaining unit member is chosen, he/she will accrue seniority in the unit from the time of appointment.
- 8.7 A faculty member granted an unpaid leave of absence pursuant to this Agreement shall, during the period of such leave, retain seniority accumulated prior to the leave, but shall not accumulate seniority during the period of such leave. A faculty member on layoff, except as limited by Section 8.9(d), shall retain seniority accumulated at the time of layoff, but shall not accumulate seniority during any layoff period.
- 8.8 A faculty member's seniority rights shall be terminated for any one (1) of the following reasons:
- (a) If the faculty member resigns or quits.

- (b) If the faculty member is discharged or terminated (unless the discharge or termination is reverse through the grievance procedure).
- (c) If the faculty member fails to return to work from layoff when recalled as set forth in the recall procedure.
- (d) If the faculty member is laid off for a continuous period of two (2) years or for a period of the faculty member's length of service, whichever is shorter.
- (e) If the faculty member retires or receives a pension under one (1) of the pension plans covering bargaining unit members.
- (f) If the faculty member does not return to work within the time limits of a leave of absence or extended leave of absence; provided, however, that if justifiable reasons beyond the control of the faculty member make it impossible to notify the faculty member's supervisor of a reasonable delay in return, then the supervisor may rescind such termination.
- (g) If the faculty member is absent for three (3) consecutive working days without notifying the faculty member's immediate supervisor and fails to give a reasonable explanation for the absence and lack of notice. A faculty member shall not be deprived of the faculty member's seniority when justifiable reasons beyond the faculty member's control make it impossible to notify the faculty member's immediate supervisor or return to work.
- (h) The faculty member accepts regular employment elsewhere while on a leave of absence, except for upgrading in a particular job-related field.

- 8.9 The Employer shall, within thirty (30) calendar days after the effective date of this Agreement, furnish the Association with a master list of all faculty members in the bargaining unit showing the agreed to seniority date of each faculty member. Such a list shall contain the name, date of employment, classification, and mailing address of each faculty member in the bargaining unit. The Association shall post the seniority portion of this master list on the Association bulletin boards within ten (10) days of receipt. Revised master lists shall be furnished to the Association by the Employer every six (6) months. Faculty members will have an obligation to report any errors the very first time the faculty member's name is posted on a seniority list and to make any changes desired known to the Vice President for Academic Affairs within thirty (30) days of the initial posting of the faculty member's seniority date. If such changes have not been brought to the attention of the Provost and Vice President for Academic Affairs within thirty (30) days of the initial posting, the faculty member cannot gain monetary relief regarding an incorrect posting.
- 8.10 Any full-time faculty member reduced to part time, but not less than half time should retain any seniority accumulated, and shall continue to accrue seniority on a pro rata basis.
- 8.11 For purposes of layoff and recall determination, the Union President, Vice President, and members of the bargaining committee while actively engaged in contract negotiations, shall have top seniority bargaining unit wide, provided they have the ability to perform satisfactorily the work available. Upon the expiration of their terms of office, the above Union officials shall revert to their respective original positions on the seniority list.
- 8.12 If an internal candidate appointed as the department head returns to the Association voluntarily or because of unsatisfactory performance, he/she shall have accrued seniority during their time as department head and return to their previously held teaching appointment status.

ARTICLE 9

EMPLOYEE DISCIPLINE

- 9.1 All bargaining unit members shall be subject to reprimand, suspension, and separation from employment for reasonable and just cause. Reprimands shall not be given in the presence of students. An administrator may intervene in an instructional setting if it is deemed necessary for safety or similar reasons. Any such discipline shall be subject to the grievance procedure, including arbitration. It is understood that nonrenewal of a Probationary appointment is not discipline and is not grievable.
- 9.2 The bargaining unit member shall be entitled to have present, upon the bargaining unit member's request, a representative of the Association during any meeting regarding disciplinary action.
- 9.3 Unless there is interference with the faculty member's job performance, the private and personal life of any faculty member, including the faculty member's religious and political beliefs or activities, shall not be grounds for any disciplinary action.

ARTICLE 10 WORKING CONDITIONS

- 10.1 The Board shall provide without cost to the bargaining unit members the following:
1. A desk and file cabinet with lockable drawer space for each full-time bargaining unit member where needed.
 2. Space for each bargaining unit member to store coats, overshoes, and personal articles.
 3. Appropriate instructional technology will be provided to all faculty (e.g. laptop, software and support).
 4. Copies, exclusively for each bargaining member's use, of all texts used in each of the courses the bargaining unit member is to teach.
 5. Storage space for instructional materials.
 6. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
 7. Approved safety equipment, including but not limited to goggles, shields, barriers, hard hats, and auditory protection devices.
- 10.1.1 Northern Michigan University and faculty will comply with all OSHA and MIOSHA requirements. The Northern Michigan University Occupational and Environmental Health Specialist will provide education, training and interpretation as necessary.
- 10.2 Telephone facilities shall be made available to bargaining unit members for their reasonable use.
- 10.3 The Board agrees to make available to all association members, a copy machine and clerical personnel to aid bargaining unit members in the preparation of instructional material. Such support will be facilitated by the department head in consultation with the faculty.
- 10.4 Bargaining unit members shall not administer medication to students. Students shall be referred to proper, designated medical personnel for this function.
- 10.5 The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students as promulgated in the *Northern Michigan University Student Handbook* as now in effect or as amended from time to time by the Board of Trustees. Bargaining unit members will act in accordance with the provisions of the *Northern Michigan University Student Handbook* in their relationships with students.
- 10.6 The Association and its members recognize the basic principle that a bargaining unit member who believes a supervisory directive is improper is nevertheless obligated to comply with said directive and, where appropriate, pursue the bargaining unit member's remedies under the grievance procedure. However, a bargaining unit member who reasonably believes that compliance with a management directive would endanger the bargaining unit member's life, health, or safety may decline to comply. If disciplinary action is taken by management based on such noncompliance, such action may be grieved, and the issue to be determined by the arbitrator will be whether or not the bargaining unit member's belief that the bargaining unit member's life, health, or safety would be endangered was reasonable.
- 10.7 A bargaining unit member shall be responsible to only one (1) immediate supervisor. It is understood that the bargaining unit member is also responsible to higher levels of supervision in the chain of command.
- 10.8 Where required, uniforms, smocks, shop coats, and/or laboratory coats shall be worn in a style and color determined by the management of the College of Professional Studies, after consultation with the affected program. Proper laundering service for all of said items shall be provided without charge to the bargaining unit member.
- 10.9 All bargaining unit members shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes.

ARTICLE 11

FACULTY PERSONNEL RECORDS

11.1 Official Personnel File

11.2. An official personnel file for each faculty member shall be maintained in the offices of the Provost and Vice President for Academic Affairs and the faculty member's department (these files will be referred to as "the official personnel files"). In addition to other material, the official personnel files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion. Each faculty member, or person authorized in writing by the faculty member, shall have the right to inspect that faculty member's files. Other material that may be referenced in the Bullard-Plawecki Employee Right to Know Act which identifies the individual faculty member may be housed in other offices at the University.

11.2.1 Any pre-employment material in the official personnel files may be removed prior to inspection.

11.2.2 A faculty member shall have the right to obtain a copy of all material in the faculty member's faculty record at the faculty member's expense. The fee shall be limited to the cost of reproduction and the mailing of the materials requested.

11.2.3 No unsubstantiated material shall be retained or placed in any faculty member's official personnel files. There shall also be no materials that make reference to unsubstantiated or anonymous comments, except for historical references and, then, without conveying substantive content. Anonymous material may be included only when revealing the identity of the person could subject the person to unwarranted treatment by the faculty member, e.g., the identity of students alleging abusive treatment could be withheld as long as they are still members of the faculty member's class. Such material cannot, however, be used as the basis for any disciplinary action beyond a written warning.

11.2.4 Except where prohibited by law, if the University grants permission for a government agency to examine the official personnel files of any faculty member, timely notice will be given to the faculty member and the Association as to which files will be examined, the examiner, the agency, the date, and the purpose of the examination.

11.2.5 If a faculty member's official personnel file maintained in the offices of the Provost and Vice President for Academic Affairs, the Dean of the appropriate College, or the faculty member's department is subpoenaed, the University shall send timely notice of the subpoena to the faculty member.

11.2.6 All written material used by the Dean or Provost and Vice President for Academic Affairs in making recommendations concerning reappointment, promotion, and disciplinary matters (discipline and/or termination) shall be contained in the official personnel files at the time of these recommendations. These materials shall be placed in the file in a timely manner and the faculty member shall be sent a copy of the materials within twenty (20) days of its occurrence. Materials not placed in a file within one hundred eighty (180) days of their receipt may not be added to the file.

11.2.7 Within twenty (20) days of the addition of material to a faculty member's official personnel file, the faculty member shall be sent a copy of that added material if the faculty member was not the originator or addressee, or not specifically carbon copied on the material.

11.2.8 Pursuant to the Bullard-Plawecki Employee Right to Know Act, if the faculty member disagrees with information contained in the faculty member's official personnel files, removal or correction of that information may be mutually agreed upon by the University and the faculty member. If an agreement is not reached, the faculty member may submit a written statement explaining the faculty member's position.

The election of the faculty member not to submit such a written rebuttal does not indicate agreement with the information. If a faculty member elects to file a written rebuttal, the University's failure to respond does not indicate agreement with the faculty member's response.

Faculty members shall have the right to make reasonable additions to the faculty members' official personnel files.

11.2.9 Faculty Record Maintenance

For the purpose of periodic faculty record maintenance, the designated administrative officer and the faculty member may jointly review the contents of the faculty member's personnel record. By mutual agreement and with the written approval of the Provost and Vice President for Academic Affairs, individual documents may be removed, provided that they have no probable future need. However, files may be routinely updated from time to time at the discretion of a designated administrative officer by removal of such routine items as outdated vita, which will be returned to the faculty member.

11.2.10 The University agrees to take reasonable steps to maintain the confidentiality of faculty records, pursuant to the following guidelines:

11.2.11 Internal access to faculty records shall be afforded to those University officials, employees, or agents who have a reasonable need for such access pursuant to legitimate University business.

11.2.11.1 As to external requests for faculty records:

- (a) The University agrees to maintain the confidentiality of faculty records to the extent permitted by law. This provision does not impact upon the University's duty to comply with lawfully issued subpoenas, court orders, discovery demands, garnishments, or other such routine information requests required by law, including routine requests for information under the Freedom of Information Act (the "FOIA").
- (b) If the University receives a non-routine FOIA request for access to faculty records (e.g., a request for specific items from a faculty record which may constitute a "clearly unwarranted invasion of privacy" as provided in an FOIA exception), the University will take reasonable steps to notify the faculty member and the Association of the request. If the University determines it is required to release faculty records pursuant to such a request, it will take reasonable steps to notify the faculty member and the Association of its decision so that the faculty member and/or the Association can respond to the decision before the release of the records, with the understanding that the University must meet statutory time lines.

11.3 The Board and the Association subscribe to the following statement which sets forth principles of academic freedom and associated responsibilities of Association members:

The faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of the faculty member's other instructional duties; but research for monetary return shall be in compliance with the provisions of Article 13. The faculty member is entitled to freedom in the classroom and lab in discussing the subject matter, but should be careful not to introduce controversial material not related to the subject.

11.4 All textbooks and other teaching materials shall be selected by the faculty member, subject to the approval of the Dean or the Dean's designee.

ARTICLE 12

FACULTY RESPONSIBILITIES; FACULTY EVALUATION

12.1 Assigned Responsibilities

The professional responsibilities of faculty members include teaching, professional counseling, advising, assessing, committee assignments, departmental duties, public service, applied research, and other related duties. Individual job responsibilities and requirements shall be determined by the Administration in accordance with the needs of the program. Instructional, registration, and advising responsibilities are described in Sections 12.2 through 12.4; however, individual assignments are not limited to these basic responsibilities. Additional responsibilities may include, but are not limited to, assigned responsibilities described in article 12.1.1.2, article 18 as well as ascertaining professional competencies of personnel in the workforce.

- 12.1.1 Any new programs shall not be governed by this provision as to work but rather shall be submitted for review and approval through the process as contained in Article 17.

Lecture and lab credit hours shall be assigned to courses through the curriculum development/revision process. That process shall take into consideration the nature of the program and the course objectives. Based on the equivalency of a fifty-(50) minute period to one (1) credit hour, one (1) hour of lecture is equated to one (1) credit. And, recognizing the variation in laboratory teaching and learning requirements among the many programs covered under the bylaws, one (1) hour of lab will range from one-third (1/3) to one-half (1/2) credit. Course credit for all credit-bearing post-secondary courses shall be considered by the NMUFA Curriculum Committee, with recommendations for approval made to the Department Head or the Dean. Any new programs shall not be governed by this provision as to work but rather shall be submitted for review and approval through the process as contained in Article 17.

A full instructional load shall consist of twenty-four (24) credit hours of assigned instruction, and other professional responsibilities such as advising and committee assignments. This work shall normally be performed during the fall and winter semesters.

- 12.1.1.1 Individual faculty members may have the normal teaching load assignment for the two- (2) semester academic year reassigned to include summer sessions and/or overload at no additional compensation only at the written mutual agreement of the Dean and the faculty member.

Under this reassignment option, all semesters involving a reduced teaching load shall carry an equivalent reduction in all nonteaching duties.

- 12.1.1.2 Faculty members assigned work under a contract with the Marquette-Alger Regional Educational Service Agency (MARESA) will be considered full time if assigned thirty-six (36) contact hours of work per week.

- 12.1.1.3 The professional responsibilities of instructional staff include teaching and other related duties as described in the MARESA-NMU Contract. Each faculty member shall be provided with a written description of MARESA instructional and other related duties at the beginning of each semester.

- 12.1.1.4 Each hour of lecture per week under the MARESA shall equal one (1) credit hour and each three (3) hours of lab shall equal one (1) credit hour. Credit hours shall be calculated to the tenths for each section and shall be rounded to the nearest half credit for the total assignment.

- 12.1.1.5 The Department Head shall designate the appropriate lecture hours per week and lab hours per week for each MARESA course after consultation with faculty. Such designations shall be made when there are changes in curricular content.

- 12.1.1.6 Assignments shall coincide with the MARESA two- (2) semester year.

- 12.1.2 The normal workload for nonteaching faculty members shall be forty (40) hours per week with specific work schedules determined by the Department Head or Dean.

- 12.1.3 In the case of faculty members who are assigned combined teaching and nonteaching responsibilities, an appropriate proration shall be made consistent with Sections 12.1.1 and 12.1.2.

- 12.1.4 Faculty members may be required to have departmental, college, and University-wide committee responsibilities.

- 12.1.5 The administrator may assign a faculty member recruitment duties partially or wholly in lieu of primary assigned professional responsibilities. Faculty members assigned to recruitment duties shall be required to work two (2) hours for each hour the faculty member is reassigned from instructional duties.

12.2 Instructional Responsibilities

Instructional objectives, course/program requirements, and the testing methods and criteria to be used in grading shall be communicated to students by means of a syllabus at the beginning of each semester (or session). Copies of syllabi shall be on file in the appropriate Department Office.

Students shall be provided timely appraisal of their progress in each course and shall be provided an opportunity to review all written work on which they have received grades (including final exams which shall be retained by the instructor for one [1] year).

Instructional responsibilities shall include those specified in the job description, the letter of appointment, the Employment Agreement, and those specifically assigned by the administration.

Faculty shall meet their assigned classes at their scheduled times for the entire period and for the full length of the semester. Any change in time or location of a scheduled class must have prior approval of the department head, and the faculty member is expected to give students timely notification of the change.

12.3 Registration

Faculty members shall have registration responsibilities before the beginning of classes and during the semester (or session, if applicable), including advance registration periods.

12.4 Student Advising

Faculty recognize that being available for consultation with students is essential for student learning and hence an important responsibility. Faculty will be available for consultation a minimum of twelve (12) hours a week; some of these hours may be arranged individually or through the department office; others, however, must be held at regularly and posted times at a designated professional location, e.g., faculty office or laboratory.

12.5 Staff/Committee Meetings

Unit members shall be available for staff/committee or other meetings as deemed necessary by the Administration.

12.6 Faculty Annual Evaluation

Both parties recognize that professional development is important to the professional vitality of the faculty member and to the strength of the academic program. Both parties also recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced faculty. If evaluations are to be viewed as valuable feedback and useful information, the entire process must take place in a supportive, nonthreatening way. This means for example, involving faculty in the development of the instructor evaluation forms and in the specification of evaluation protocols.

- 12.6.1 Given the importance of having a supportive and positive evaluation climate, each faculty member plays an important role in the evaluation process. To this end, the faculty member will prepare a set of short- and long-range professional goals relating to the judgmental areas of teaching and advising, professional development, and professionally related service; these goals will be reviewed in consultation with the department head as part of the evaluation process (see 12.6.2 and 12.6.3).

The formal evaluation process as described in Sections below shall reference the professional goals upon which the faculty member and the Department Head have agreed. The evaluation period for the formal evaluation defines a period of time during which the faculty member teaches and/or performs assigned duties and engages in professional development, scholarship, and service. The normal evaluation period for faculty members is the calendar year. Evaluations are instructed to base the evaluation on the faculty members' performance during that calendar year.

- 12.6.2 Formal, written evaluations shall be completed for each faculty member at the direction of the department head in accordance with department bylaws and this agreement. Instructors and assistant professors will be evaluated annually with the exception of assistant professors that have at least twenty (20) years of faculty service as of July 1, 2013 who will be evaluated every two (2) years. Associate professors will be evaluated every two (2) years. Full professors will be evaluated every three (3) years.

If a formal evaluation is not required annually according to this schedule either the faculty member or the Department Head may request one (1) or more additional evaluations if either believe this would be useful.

- 12.6.3 The formal written goals, objectives and self evaluation process will be initiated by the faculty member and shall comprise a written review and analysis of performance in the three (3) judgmental areas as stipulated in the departmental bylaws.

Evaluation for other than promotion review shall be conducted in accordance with the following schedule:

- April 1: The faculty member submits the evaluation to the Department Head.
- April 30: The Department Head submits the departmental evaluations together with a statement of concurrence or non concurrence to the faculty member for review and comment.
- May 15: The faculty member submits the signed evaluation to the Department Head with comments as appropriate.
- May 20: The Department Head submits the faculty evaluations to the Dean.
- June 30: The Dean signs the faculty evaluations and submits comments, if any, to the faculty member.
- September 15: The faculty member may respond to any comments made by the Dean. Should the faculty member, Department Head, or Dean fail to adhere to the preceding schedule, the process shall proceed to the next step unless an extension is granted by the administrator or committee at the next step. Failure to receive the appropriate evaluation materials will be noted in writing in the next evaluator's statement and become part

- 12.6.4 If any information within the evaluation is in factual error, it shall be corrected.
- 12.6.5 The evaluation shall be reviewed and signed by the Dean. The Dean may additionally choose to write a statement addressing some or all of the issues raised in the evaluation materials. Any such statement shall also be provided to the faculty member, who may in turn submit a response. A full copy is placed in the faculty member's file held in the department.
- 12.6.6 A faculty member who disagrees with any aspect of the Department Head's or the Dean's statement may submit a written response which shall be attached to the file copy of the evaluation in question. It is understood that an adverse evaluation is subject to the grievance procedure, but only up through Step III.
- 12.6.7 The formal written evaluations comprise a cumulative record as the basis of all recommendations for term, continuing earning and continuing appointments, as well as promotion or termination.
- 12.6.7.1 Faculty evaluations will conclude with a judgment, approved by the appropriate dean, about overall performance that takes into account assigned responsibilities, professional development, service and the accomplishment of goals as set forth in article 12.6.1
- 12.6.7.2 Continuing faculty members who receive two successive unsatisfactory evaluations, shall resume a two year probationary period. The probation will be accompanied by a Performance Improvement Plan (PIP) that is co-authored by the dean, department head and faculty member and approved by the vice president for academic affairs. An executive of the association will also attend meetings and provide input to the PIP.
- 12.6.7.3 The procedures described in the Sections above, including the appropriate documentation pertaining to judgmental criteria, shall constitute the full and complete basis for a faculty member's annual evaluation. In this context, evaluation of a faculty member by the Department Head or Dean, including monitoring or observation of the faculty member's work, shall be conducted professionally, openly, and with full knowledge on the part of the faculty member.
- 12.7 Every student enrolled in a course shall be given the opportunity to evaluate the faculty member and course each semester using either the standard departmental evaluation form or another evaluation form approved by the FEC and Department Head. Upon completion of such evaluations they shall be delivered to the department office for subsequent review by the Department Head. Following this review (but not later than four (4) weeks from the end of the semester or term), the Department Head shall provide a summary of the evaluation forms to the faculty member. The results of all such evaluations will need to be included in the faculty member's formal annual evaluation, and the forms themselves will be part of the "backup" materials submitted together with the faculty member's application for promotion (when or as applicable).
- 12.8 No faculty member shall be assigned on a regular basis to teach a class totally unrelated to the professional discipline for which the faculty member is qualified without the faculty member's consent.
- 12.9 The Employer shall attempt to give timely written notice of any change in staff work assignment for the forthcoming year.

12.10 Distance Education

- 12.10.1 "Distance education" courses are those credit-bearing courses delivered to and taken by students who are not co-located within the faculty member(s) responsible for the course. "Directed studies," as covered elsewhere in this agreement, are excluded from this definition.
- 12.10.2 The teaching of credit-bearing distance education courses will be part of a faculty member's assigned load, or be an additional on-campus overload assignment if taught during the fall or winter semester, or be a summer assignment depending upon program needs.
- 12.10.2.1 The teaching of credit-bearing distance education courses for overload pay will be compensated at the directed study rate as specified in section 16.11 when the total enrollment in the course is ten (10) or fewer.
- 12.10.3 Distance education courses will be developed, approved, and assessed within the same framework of departmental, college, and administrative oversight as traditional classroom-based courses.
- 12.10.4 Unless otherwise negotiated, the faculty member or faculty body that develops course materials for use in distance education shall exercise control, including intellectual property rights, over the future use, modification, and distribution of such instructional material and shall determine whether the materials should be revised or withdrawn from use.
- 12.10.5 No distance education teaching assignment may be made unless mutually agreed to by the Department Head and the faculty member.
- 12.10.6 Enrollment maximums for distance education courses will be no greater than for the same or similar level course offered by that department or program unless mutually agreed to by the faculty member, Department Head, and Dean.

12.11 Professional Development

The Board shall make \$1,350 for 2016-17, \$1,400 for 2017-18, \$1,450 for 2018-19, \$1,500 for 2019-20 and an increase in an amount consistent with the AAUP for 2020-21 available to each faculty member for approved professional development. The primary purpose of this fund is to support faculty travel. However, other approved expenditures in support of professional development may be made upon the approval of the Dean. These funds shall be allocated to the department by the beginning of the fall semester for each full-time departmental faculty member on academic-year or full-year appointment. Normally these funds shall be allocated to each faculty member by the Department Head, pursuant to departmental bylaws, in consultation with each faculty member requesting funds. Departments shall have bylaw provisions regulating the length of time an individual faculty member may reserve unspent professional development funds allotted to the individual faculty member.

- 12.11.1 The Board shall make available an annual fund of \$10,000 plus 2% each year of the agreement, to be used for curriculum or professional development. All faculty requests are to be submitted to the FEC for ranking. All association members (even those housed outside the TOS department) will utilize this process. The FEC will submit the rankings to the TOS Department Head for consideration. Final approval and funding decisions shall be under the direction of the TOS Department Head. Unused funds in any academic year will rollover to the next academic year.

12.12 Scholarship, Professional & Curricular Development

- 12.12.1 Faculty members shall be expected to engage in appropriate scholarship and professional development activities as specified in the annual evaluation.
- 12.12.2 Any continuing and continuing-earning faculty may apply for a reassigned time award, with each award not to exceed four (4) load credits, to support scholarly activity. An application describing the scholarship activity, the expected outcome, and the amount of reassigned time needed, will be submitted to the FEC by the end of the third week of either the fall or winter semester. The FEC will evaluate and rank any applications received by the end of the fifth week of the semester and provide them to the TOS department head. The TOS department head (in consultation with the Psychology department head if applicable) will rank the applications and make a recommendation for the award to the dean by the end of the seventh week of the semester.

For the fall 2013 semester only, the deadline for eligible faculty to submit an award application shall be extended three weeks to the end of the sixth week of the semester. Deadlines for the FEC and department head are also extended three weeks (end of weeks eight and ten respectively).

If approved, such reassigned time will be made for a semester subsequent to the semester of application.

12.12.3 A faculty member may only be granted one reassigned time award every three years.

12.12.4 The administration shall not be obligated to provide more than one reassigned time award (up to 4 credits) per academic year.

12.12.5 By the final examination week subsequent to the semester when the reassigned time was taken, faculty receiving a reassigned time award will provide the TOS department head and the FEC with a summary report detailing how the award contributed to the scholarship or professional development or the improvement of academic programs.

12.13 The FEC Chair shall receive up to two (2) credits of overload pay based upon the following activities:

1. Reviewing/composing promotion documents
2. Reviewing/composing continuing documents
3. Reviewing/composing PIP documents
4. Reviewing/composing reassigned time requests

For every two (2) documents related to items 1 through 3 of the above activities in each fall semester, .5 of a credit shall be paid. For each final recommendation for item 4, .25 of a credit shall be paid. Up to a maximum of 2 credits shall be paid for all activities within an academic year.

By final examination week in the fall or winter semesters, the FEC chair is responsible for providing the TOS department head with a written summary of activities performed with the total amount of credit earned. The department head may request the completed documents.

ARTICLE 13
CONSULTING, OUTSIDE EMPLOYMENT, AND CONFLICT OF INTEREST

- 13.1 Faculty members may engage in consulting or outside employment (including acting as an expert witness) only if it does not interfere in any way with University duties, does not adversely affect the quality of University service, and does not result in a conflict of interest.
- 13.2 Faculty members engaged in consultation activities or outside employment shall, prior to undertaking such activities, advise the Dean or the Department Head and appropriate Vice President in writing of the anticipated scope and direction of their consulting activity or outside employment. If, in the opinion of the Dean, outside employment or consulting activity interferes with University duties or adversely affects the quality of University service or presents a conflict of interest, the faculty member may be asked to terminate the outside employment or consulting activity. If the faculty member refuses to terminate the outside employment or consulting activity, the faculty member's appointment may be changed to a part-time basis, properly prorated, on a short-term basis. If the faculty member's outside employment or consulting activity continues to affect the quality of University service, the faculty member will be asked to terminate the outside employment or consulting activity. If the faculty member refuses to terminate it, the faculty member will be subject to discharge.

ARTICLE 14 LEAVES OF ABSENCE

14.1 Leaves of Absence with Pay

Faculty members may designate an individual in lieu of a spouse for whom the faculty member may utilize funeral leave, Family Care Leave, and Family and Medical Leave Act (FMLA) leave. The designation of the individual must be on file with the Human Resources Department at least six (6) months prior to utilization of such leave.

14.1.1 Funeral Leave

If a death occurs among members of a faculty member's immediate family, the faculty member will be excused from work without loss of pay to attend the funeral or memorial service in accordance with the following provisions:

Definition of Immediate Family:

The immediate family shall be interpreted as including spouse or designated individual, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild, step-father, step-mother, half brother, half sister, ward, and dependent persons (foster children or relatives residing in the home).

In the case of the death of a faculty member's parent, spouse or designated individual, or child, five (5) days are permitted. One (1) day is allowed in the case of the death of an uncle, aunt, nephew, niece, grandfather-in-law, or grandmother-in-law. A maximum of three (3) days is permitted in all other cases. Because of extenuating circumstances, a designated administrator may grant the bereaved faculty member additional time without loss of pay. Permission will be granted to a reasonable number of faculty members who wish to attend the local funeral or memorial service of a fellow employee, provided they return to their responsibilities after the funeral. Bargaining unit members who serve as pallbearers at the funeral of a colleague or former colleague will not lose pay because of their absence.

14.1.2 Jury Duty Leave

Bargaining unit members shall be granted jury duty leave with pay for the period they are required to serve. Such leave shall be coordinated with the Department Head or Dean. With the exception of reimbursable expenses, compensation received by the individual for time spent performing jury duty on working days shall be remitted to the University. Checks for jury duty should be endorsed to Northern and forwarded to the Cashier's Office with a memorandum that includes the dates of the jury duty. A bargaining unit member is expected to report for regular University assignment when temporarily excused from attendance at court.

14.1.3 Military Duty

Military Reserve and National Guard Duty

The Employer will abide by federal and state laws pertaining to the leave of absence, rehire and status after rehire, or leave of absence of faculty members who are members of either the National Guard or a unit of the United States Reserve Forces. The following conditions will be applicable to the extent that they do not conflict with these laws:

- (a) To participate in the initial period of three (3) to six (6) months active training duty, faculty members must, before leaving their assignment, request a leave of absence and present a copy of their military orders to the Director of Human Resources.
- (b) To qualify for reinstatement after the initial period of active training duty, faculty members must (1) satisfactorily complete training duty; (2) apply for reinstatement within thirty (30) days after release from duty; and (3) be qualified to perform the duties of their former position.
- (c) To participate in required weekly drills, weekend drills, or seasonal training, prior to leaving their assignment, faculty members must notify their immediate supervisor of the dates of their military duty and submit a request to be absent from employment for that period. At the time of their return, faculty members must provide military orders regarding the duty and, if they are requesting reimbursement, military pay vouchers.
- (d) Faculty members must return to work on the first working day following their release from training duty; except when factors beyond their control (such as travel distance) delay their return.

14.1.4 Mandatory Sick Leave

If the fitness of a faculty member to continue in the faculty member's responsibilities becomes questionable for reasons of physical or mental health, the faculty member's Department Head shall contact the Assistant Director of Human Resources. The Director of Human Resources will initiate a confidential conference with the faculty member. If the problem cannot be resolved in such conference, the Employer may require the faculty member to submit to a physical or psychiatric evaluation. The Employer may designate an examiner who must be a licensed physician or psychiatrist and the Employer will assume the cost of the examination. In the event the medical examination results in a finding that the faculty member is unable to discharge the faculty member's duties in a competent manner, the Association recognizes that the Employer may have to place the faculty member on mandatory sick leave with entitlement to any applicable sick leave, short-term disability, or long-term disability payments. Before a faculty member is involuntarily placed on such sick leave, the Employer will notify the President of the Association and give the Association an opportunity to make any objections it has to the proposed action.

14.2 Leaves of Absence without Pay

14.2.1 General Conditions

Except as otherwise specified in a particular leave of absence provision, the following general conditions shall apply to all leaves of absence:

- (a) Seniority in effect or time worked toward seniority at the outset of leave shall be retained, but shall not continue to accumulate during the period of the leave.
- (b) Leaves of absence shall be without pay.
- (c) Fringe benefits ordinarily provided to the faculty member shall not be provided during the period of the leave; provided, however, that the faculty member may contact the Human Resources Department to make arrangements for the continuation of group life insurance and group health, dental, and optical insurance at the faculty member's own cost.
- (d) During the time a faculty member is on a leave of absence, the faculty member's position may be filled through Term employment or temporary transfer. By mutual agreement of the University and the Association, the status of temporary may be maintained beyond the normal agreed upon period. At the time the faculty member on leave of absence returns, the faculty member shall resume the faculty member's former position if it is funded or the faculty member shall be allowed to exercise the faculty member's seniority.
- (e) The Employer, at its option and without cost to the faculty member, may require that a physician or physicians of its choosing examine a faculty member before returning to active employment.
- (f) All leaves of absence must be approved by the Dean and the Provost and Provost and Vice President for Academic Affairs.
- (g) Application for extension of leaves of absence must be made at least thirty (30) days prior to expiration of leave.
- (h) The faculty member will not receive pay for the holidays falling within the leave of absence.
- (i) A faculty member who does not return from a leave of absence upon the expiration of the leave shall have the faculty member's employment terminated.
- (j) If a faculty member fails to notify the Dean in writing at least sixty (60) calendar days prior to the expiration of the leave of absence of the faculty member's intent to return to work, then the faculty member shall be deemed to have voluntarily resigned, and the faculty member's employment will thereby be terminated; provided, however, the Dean may consider extenuating circumstances beyond the faculty member's control in considering the faculty member's termination due to timeliness of the notice.

14.2.1.1 Family and Medical Leave Act (FMLA) Leave

The provisions of this article are intended to comply with the family and medical leave act of 1993, and as amended, and any terms used from the FMLA will be as defined in the act. To the extent that this article is ambiguous or contradicts the act, the language of the act will prevail except as expressly provided in this article, these FMLA provisions do not impair any rights granted under other provisions of this agreement. The link to the department of labor website and FMLA detail can be found at: <http://www.dol.gov/whd/fmla/index.htm>.

14.2.1.1.1 A faculty member is eligible, effective February 5, 1994, for a FMLA leave if the faculty member has been an employee for at least twelve (12) months and has been employed as an employee at least one thousand two hundred fifty (1,250) hours during the twelve- (12) month period immediately preceding the leave effective date at a worksite where the Employer employs at least fifty (50) employees within a seventy-five (75) mile radius.

14.2.1.1.2 Subject to the notice and certification requirements described below, an eligible faculty member may request and will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve-(12) month period for one (1) or more of the following events:

- (a) For the birth of a son or daughter of the faculty member and to care for such child;
- (b) For the placement of a child with the faculty member for adoption or foster care;
- (c) To care for a spouse or designated individual, child, or parent of the faculty member if they have a serious health condition, or
- (d) A serious health condition of the faculty member, which renders the faculty member unable to perform the functions of the faculty member's position.

14.2.1.1.3 The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any faculty member who returns from leave to the accrual of employment benefits during the period of the leave or to any right, benefit, or position to which the faculty member would have been entitled had the faculty member not taken the leave.

14.2.1.1.4 Faculty members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Employer to the position of employment held by the faculty member when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

14.2.1.1.5 During the period of a FMLA leave, the Employer shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the faculty member had continued in employment for the duration of the leave; provided, however, that the Employer may recover the premiums paid for maintaining coverage for the faculty member under such group health plan during the period of a FMLA leave if the faculty member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under Sections 14.2.1.1.2 (c) or (d) above, or other circumstances beyond the faculty member's control. The Employer may require certification of inability to return to work as specified and allowed by the FMLA.

14.2.1.1.6 If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse or designated individual, child, or parent who has a serious health condition, the faculty member is first required to exhaust any available paid necessity leave (e.g., personal leave days, Family Care Leave). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

14.2.1.1.7 If the requested leave is due to the faculty member's serious health condition, the faculty member is first required to exhaust any available paid sick leave and short-term disability. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

14.2.1.1.8 An unpaid Family Leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve- (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave becomes effective, it will expire no later than the end of the twelve- (12) month period. For example, a faculty member who requests a leave at the start of the twelfth month (of the twelve- [12] month period from the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.

14.2.1.1.9 Spouses, both of whom are employed by the Employer are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve- (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each faculty member may use up to twelve (12) workweeks of unpaid leave during any twelve- (12) month period to care for the faculty member's child or spouse or designated individual who is suffering from a serious health condition, or if the leave is necessitated by the faculty member's own serious health condition.

- 14.2.1.1.10 An eligible faculty member who foresees that the faculty member will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Director of Human Resources, not less than thirty (30) calendar days in advance of the starting date of the leave. If not foreseeable, the faculty member must provide as much written notice as is practicable under the circumstances.
- 14.2.1.1.11 An eligible faculty member who foresees the need for a leave of absence due to planned medical treatment for the faculty member, the faculty member's spouse or designated individual, child, or parent should notify, in writing, the Director of Human Resources as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such a faculty member must also give at least thirty (30) calendar days' written notice, unless impractical in which case the faculty member must provide as much written notice as circumstances permit.
- 14.2.1.1.12 If the requested leave is to care for a spouse or designated individual, child, or parent who has a serious health condition, the faculty member may be required to file with the Employer in a timely manner a health care provider's statement that the faculty member is needed to care for the son, daughter, spouse or designated individual, or parent and an estimate of the amount of time that the faculty member is needed for such care.
- 14.2.1.1.13 If the requested leave is because of a serious health condition of the faculty member which renders the faculty member unable to perform the functions of the faculty member's position, the faculty member may be required to file with the Employer the physician's or health care provider's statement as allowed by the FMLA.
- 14.2.1.1.14 Leaves taken under Section 14.2.1.1.2 (a) or (b) shall not be taken intermittently unless the Employer and the faculty member agree otherwise. Subject to the limitations and certifications allowed by the FMLA leaves taken under Section 14.2.1.1.2 (c) or (d) may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the faculty member to transfer temporarily to an available alternative position offered by the Employer for which the faculty member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the faculty member's regular position.
- 14.2.1.1.15 A faculty member on an approved leave under this Policy must report to the Assistant Director of Human Resources every four (4) workweeks regarding the faculty member's status and intent to return to work upon conclusion of the leave.
- 14.2.1.1.16 In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Section 14.2.1.1.2 (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 14.2.1.1.17 The provisions of this Article are intended to comply with the Family and Medical Leave Act of 1993 and any terms used from the FMLA will be as defined in the Act. To the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in this Article and in Article 15, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

14.2.1.2 Illness or Disability Leave

Leaves for illness or disability shall be provided as follows:

- (a) A faculty member who (1) is unable to work because of personal sickness or injury including pregnancy and pregnancy-related disability and (2) has exhausted sick pay under Article 15, Section 15.1 shall be granted a leave of absence without pay upon request in writing and upon the Human Resources Department receiving satisfactory written evidence of disability.
- (b) The leave of absence shall be for the period of continuing disability, but not to exceed three (3) months, unless extended.
- (c) The Employer will provide appropriate hospitalization and medical coverage as provided in Article 15, Section 15.5, group life insurance equal to one and one-half (1-1/2) times the two- (2) semester base salary, and dental and optical coverage as specified in Article 15, Sections 15.13 and 15.14, for eligible faculty members on an approved leave of absence due to sickness or disability (including those receiving Workers' Compensation benefits). However, those faculty members who have supplemental life insurance and/or dental and optical coverage are responsible for contacting the Human Resources Department regarding maintaining payments at the faculty member's expense.
- (d) Faculty members who have been employed full time on a continuous basis for one (1) year or longer will apply for benefits under the Short-Term Disability Program as specified under Article 15, Section 15.3 or the Long-Term Disability Program as specified under Article 15, Section 15.4. Faculty members who receive benefits under the Long-Term Disability Program will be considered to be on a disability leave and are subject to the conditions of Article 15, Section 15.4.

14.2.1.3 Personal Leaves

Personal leaves may be granted as follows:

Leaves of absence up to three (3) months without pay may, at the discretion of the Employer, be granted in cases of exceptional need. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the faculty member's family, child care for a newborn infant (including adopted infants), but not for the purpose of obtaining employment elsewhere. Leaves of absence may be extended for an additional three- (3) month period, but the total leave time shall not exceed twelve (12) months.

14.2.1.4 Association Leave

A faculty member elected or appointed to a position with the Association which necessitates a leave of absence, may request an unpaid leave of absence. Such request shall be made to the Dean as far in advance as possible, but in no event later than ninety (90) days prior to the day such leave is to become effective. Such requests must be made in writing. Such leaves may be granted by the University for a period of not less than one (1) year and may be renewed for up to one (1) additional year. No more than one (1) faculty member will be allowed to take such leave for any given period. At least three (3) months prior to when the faculty member is to return from the faculty member's Association leave, the Association shall notify the Dean upon the faculty member's return. The University shall have no responsibility to attempt to place any faculty member returning from an Association leave until ninety (90) days after receiving the above notice or the beginning of the next semester, whichever occurs later.

14.2.1.5 Political Activity Leave

14.2.1.5.1 As citizens, bargaining unit members have the same rights and responsibilities of free speech, thought, and action as all citizens.

14.2.1.5.2 Bargaining unit members who engage in political activity will be required to meet all of their obligations unless a leave of absence without pay is taken for the period involved. Such a leave shall not count toward meeting the requirement for any probationary period. In the case of candidacy (including primary contests) for or election to a local or county office, the taking of a leave of absence without pay shall not be required unless the political activity interferes with the faculty member's normal duties. In the case of candidacy for or election to a state or national office or position, a leave of absence without pay shall be required.

University facilities and services are not to be used by bargaining unit members running for political office or in campaigning for specific candidates. For purposes of this Contract, "Political Activity" shall denote candidacy for, election to, or appointment to a political position or office.

14.2.1.6 Seasonal Leaves

Seasonal leaves may be granted as follows:

- (a) Leaves of absence up to four (4) months without pay may be granted to faculty members who have acquired seniority under this Agreement.
- (b) The granting of seasonal leaves will depend upon the number requested and the requirements of the Employer. University decision on granting leaves is non-grievable.
- (c) The University will provide the regular premium contributions for hospitalization as provided in Article 15, Section 15.5 and life insurance coverage (one and one-half [1-1/2] times regular two- [2] semester base salary), dental, and optical insurance while a faculty member is on a seasonal leave. However, a faculty member on seasonal leave, who has supplemental life insurance, dental, and optical insurance must contact the Human Resources Department regarding maintaining payments for such coverage at the faculty member's expense.
- (d) The faculty member shall continue to accumulate seniority while on a seasonal leave.
- (e) The faculty member will not receive pay for the holidays falling within the leave of absence.
- (f) The faculty member will be returned to the faculty member's original position upon the expiration of a seasonal leave.

14.2.1.7 Exchange Teaching Leaves

A leave of absence of up to two (2) years may be granted to any bargaining unit member, upon application, for the purpose of participating in exchange teaching programs in other institutions, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or cultural travel or work program related to the bargaining unit member's professional responsibilities; or to serve as a consultant or director of a teacher center. Grant or denial of

any such leave shall rest in the sole discretion of the Board, and any denial of any such leave shall not be subject to the grievance procedure. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member occupied prior to the commencement of such leave.

In the event the Board denies an applicant such a leave, the reasons for the denial will be given to the applicant in writing, with a copy to the Association. The Association will be informed when such a leave has been approved.

14.2.1.8 Educational Leaves

A leave of absence of up to two (2) years may be granted to any bargaining unit member, upon application, for the purpose of engaging in a program of study which is reasonably related to the bargaining unit member's professional responsibilities at an accredited college or university provided:

- (a) the faculty member has been regularly employed for three (3) or more consecutive years; and
- (b) such leave will terminate at the end of two (2) years or when the faculty member ceases to be a fulltime student, whichever occurs first.
- (c) such leave may be for non-degree employee improvement programs in addition to degree programs. Grant or denial of any such leave shall rest in the sole discretion of the Board, and any denial of any such leave shall not be subject to the grievance procedure. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member occupied prior to the commencement of such leave. In the event the Board denies an applicant such a leave, the reasons for the denial will be given to the applicant in writing, with a copy to the Association. The Association will be informed when such a leave has been approved.

14.2.1.9 Military Leaves

Military leaves of absence shall be governed by the provisions of applicable law.

ARTICLE 15 FRINGE BENEFITS

15.0 Personal Leave Days

Up to sixteen (16) hours of paid personal leave will be granted to each full-time faculty member each fiscal year. Personal leave may be used in one (1) hour increments and may be scheduled as needed by the faculty member with prior approval of the Department Head or Dean. Personal leave cannot be carried over into the following fiscal year and will not be paid upon change in employment status.

15.1 Sick Leave

15.1.1 To assist faculty members who are unable to work because of personal illness, injury, pregnancy, or childbirth, the University provides paid sick leave. Full-time faculty may use up to six (6) weeks of sick leave at full salary per fiscal year. Faculty members who have used six (6) weeks of sick leave and are unable to return to work, as evidenced by a statement from the faculty members' physician, may receive short-term disability as specified in Section 15.3.

15.1.2 In the case of extended sick leave absences or in an effort to determine the validity of a faculty member's use of sick leave, the faculty member may be required to furnish a physician's statement to the Assistant Director of Human Resources who will be responsible for verifying absence due to illness or disability.

15.1.3 Faculty members who are regularly scheduled to work at least twenty (20) hours per week will be entitled to sick days proportionate to the time actually worked. Temporary faculty members and faculty members who regularly work less than twenty (20) hours will not qualify for sick leave.

15.1.4 All payments for sick leave shall be made at the faculty member's current rate of pay.

15.1.5 Any sick leave taken for less than a full day will be charged in increments of tenths of one (1) hour (e.g., absence of two [2] hours and five [5] minutes would be charged as two and one-tenth [2.1] hours of sick leave).

15.1.6 Sick leave shall be available for use by faculty members for the following purposes:

- (a) Personal illness or incapacity over which the faculty member has no reasonable control. Unless required by a doctor's statement indicating the necessity to operate during working time, absence due to elective surgery, which could be scheduled other than during working time, is not included.
- (b) Absence from work because of exposure to contagious disease which, according to state and federal public health regulations, would constitute a danger to the health of others by the faculty member's attendance at work
- (c) Medical and dental extractions or treatments to the extent of time required to complete such appointments when it is not possible to arrange such appointments for nonworking hours.

15.1.7 A faculty member who suffers an injury compensable under the Workers' Compensation Act and who is awarded such compensation shall be paid the difference between the faculty member's regular wages and payment received under provisions of the Act for a maximum of six (6) consecutive months. A faculty member who has been disabled for six (6) consecutive months and is unable to return to work may, if eligible, apply for long-term disability benefits (see Section 15.4).

15.1.8 Faculty members who have exhausted their sick leave and are still unable to return to work, must apply for either a leave of absence for illness or disability as specified under Article 14, Section 14.2.1.2 or short term or long-term disability as specified under Article 15, Section 15.3 or Article 15, Section 15.4, whichever is applicable.

15.1.9 Faculty members are required to notify the faculty members' Department Head or Dean of all absences due to sickness on a daily basis. Where a faculty member is expected to be hospitalized or confined to the faculty member's home for more than three (3) days, the Office of Human Resources shall arrange for notification at appropriate intervals.

15.1.10 The Office of Human Resources shall be responsible for verifying absence due to illness or disability and may request that the faculty member provide a statement from the faculty member's physician if such absence exceeds three (3) days, where such absences are frequent or observed to follow a pattern, or where the Department Head or Dean has strong reason to doubt the validity of the request. A faculty member who has been severely ill or who has been hospitalized because of illness or surgery must provide a statement the Assistant Director of Human Resources from the faculty member's personal physician stating that the faculty member is able to resume the faculty member's assigned duties, including any limitations attached thereto.

15.2 Family Care Leave

- 15.2.1 Full-time faculty members may use sixty (60) hours of paid Family Care Leave per fiscal year for the confining illness or injury to members of the immediate family (spouse or designated individual, children, parents, parents-in-law, brothers, sisters) and any person for whose financial or physical care the employee is principally responsible. The sixty (60) hours will be at one hundred percent (100%) of base wages.
- 15.2.2 Once a faculty member uses sixty (60) hours of Family Care Leave, additional time required for the care of a family member must be taken as unpaid leave. The University reserves the right to review cases on an individual basis and to require documentation.
- 15.2.3 The first forty (40) hours of Family Care Leave will not be counted toward the twelve- (12) week mandatory protection offered by the Family Medical Leave Act (FMLA) (see Article 14, Section 14.2.1.1).
- 15.2.4 Faculty members who are regularly scheduled to work at least twenty (20) hours per week will be entitled to Family Care Leave proportionate to the time actually worked. Temporary faculty members and faculty members who regularly work less than twenty (20) hours will not qualify for Family Care Leave.

15.3 Short-Term Disability

- 15.3.1 Full-time faculty members who have been employed by the University for one (1) year and who have used six (6) weeks of sick leave and are unable to return to work, as evidenced by a statement from the faculty members' physician, will receive short-term disability pay at a rate of seventy-five percent (75%) of base annual salary.
- 15.3.2 A sick leave bank will be established each fiscal year beginning July 1, 1995. This bank will be created by the University by setting aside the equivalent of five (5) hours of sick pay for each ongoing faculty member. This bank will be used on a first come-first served basis by those ongoing faculty members who exceed the six (6) weeks of full salary sick leave to make up the difference between seventy-five percent (75%) short-term disability and full salary. The balance remaining on June 30 each year, if any, will not carry forward to the following year.
- 15.3.3 A faculty member who returns to work after having received short-term disability will be required to re-qualify for sick leave benefits by working a period of twenty (20) consecutive work days unless the subsequent disability arises from a cause unrelated to the original disability. The only exceptions to this requalification may be made by the Provost and Vice President for Academic Affairs in cases of very serious illness or disability.
- 15.3.4 Short-term disability benefits will continue until the long-term disability insurance becomes effective, or until the faculty member recovers and resumes regular duties, or until the faculty member dies, but the benefits will in no event continue for a period longer than the first of the month following six (6) consecutive months of total disability or not beyond the end of the regular appointment period.
- 15.3.5 Faculty members who are not eligible for long-term disability will be paid under the provisions of the Sick Leave and Short-Term Disability Policies. Once these benefits have been exhausted, salary payments will cease. A faculty member may be eligible for an unpaid Illness or Disability Leave (Article 14, Section 14.2.1.2). Faculty members who have exhausted the Sick Leave, Short-Term Disability, and Illness or Disability Leave provisions shall have the faculty members' employment terminated.
- 15.3.6 Short-term disability coverage will be available to faculty members who are on a reduced appointment for a maximum of two (2) years. Faculty members on reduced appointments who are regularly scheduled to work at least twenty (20) hours per week will be eligible for short-term disability days proportionate to the time actually worked. Temporary faculty members, part-time faculty members not on reduced appointments, and faculty members who regularly work less than twenty (20) hours per week are not eligible for short-term disability.

15.4 Long-Term Disability

The current policy provides for the payment of sixty percent (60%) of the regular yearly salary for all fulltime faculty members who have been employed one (1) full year or longer and who, in the opinion of our carrier, are considered to be totally disabled. The University will pay the full cost of a Long-Term Disability Insurance Program.

Seniority of faculty members shall not accrue while on long-term disability. The Employer will provide full-paid hospitalization and medical benefits, dental and optical benefits as provided in Section 15.5, 15.13, and 15.14 respectively and one and one-half (1-1/2) times regular two- (2) semester base salary as group life insurance as provided by our carriers for those receiving long-term disability benefits to a maximum of two (2) years, at which time employment shall be terminated.

15.5 Hospitalization and Medical Program

- 15.5.1 The Board will, during the life of the Agreement, maintain and contribute to the cost of the current hospitalization and medical program for full-time faculty members. The health plan year (HPY) is January through December. Effective January 1, 2016, the University will offer the Community Blue PPO with ECM \$2000/\$4000 plan. The Board has elected the 80%/20% requirements of Section 4 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011), hereinafter referred to as the "Act", for the immediate future. Accordingly, the University will pay no more than 80% of the total annual costs of the medical benefit plan selected above. Employees will pay 20% of the total annual costs of the medical benefit plan selected above. For purposes of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan, administrative fees, stop loss reinsurance, fees and taxes mandated by state and federal law, and all employer payments for reimbursement of co-pays, deductibles, payments into health savings accounts, flexible spending accounts or similar accounts used for health care, but does not include the costs of dental and vision and does not include beneficiary-paid co-payments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. The employee's share of premium or illustrated rates will be paid via payroll deduction. The election by the University under Section 4 and 8 of PA 152 may be made annually. If, during the life of this Agreement, the University fails to elect 80%/20%, by default the University will instead use the "hard caps"; the parties will promptly negotiate the effects of this decision on the bargaining unit.
- 15.5.2 The Employer may withhold \$2.50 per covered employee per year to help fund wellness activities of the Wellness Committee. The University also agrees to contribute \$2.50 per covered employee per year for this purpose. The Wellness Committee will consider and discuss various health care issues and concerns.
- 15.5.3 The Union authorizes the Employer to withhold the faculty member's health contribution limit through payroll deduction. Deductions for co-share amounts of the estimated average employee cost for participating employees will be payroll deducted on a pay-as-you-go bi-weekly schedule through the NMU premium conversion plan, which means that contributions will be withheld in such a way that they are not subject to state, federal, social security, or Medicare withholding. The dollar amounts of withholding may be increased or decreased annually without further specific authorization, corresponding to the estimated average employee cost noted above, provided that employees receive 30 days advance notice of the amount of any increase in withholding.

If it is determined that an employee has paid more than the actual amount owed due to an error, the bargaining unit member will be issued a refund. The refund will be processed during the earliest possible payroll cycle and the union president will be notified.

In the event of a faculty member's death, the University shall continue for twelve (12) months the hospitalization and medical benefits for:

- The faculty member's surviving spouse
- The dependent children of the faculty member
- The dependent children of the spouse

These same individuals are further eligible for hospitalization and medical benefits consistent with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) by paying the University the necessary premiums for an additional twenty-four (24) months. After expiration of COBRA benefits, an individual conversion policy is available from the carrier.

- 15.5.4 In the event that the employer exercises its right to change insurance carriers, including third party administrators, any substantial changes in coverage would be subject to the provisions of the collective bargaining process. The Association and representatives of the Board will hold a special conference to discuss any proposed future changes to health care prior to any implementation action.
- 15.5.5 The designated individual of an Association member as specified in Article 14.1 shall have access to the health services provided by the Northern Michigan University Health Center. Payment for the cost of such services will be the responsibility of the designated individual.
- 15.5.6 All full-time faculty members shall be covered for hospitalization and medical, life insurance benefits, two person premium dental, and family optical insurance until the start of the next academic year whether the faculty members will be employed by NMU in the

coming academic year or are separating from University employment. It is understood that continuation of these benefits does not constitute reappointment for the subsequent academic year. The Board reserves the right to not renew an appointment.

15.6 Life Insurance

The University will pay the premiums for term life insurance equal to one and one-half (1-1/2) times a faculty member's annual two- (2) semester base rate, rounded to the next highest multiple of one thousand dollars (\$1,000), with an accidental death and dismemberment rider, for all full-time faculty members who complete the necessary forms for this coverage within thirty (30) days of obtaining full-time status.

Additional personal coverage equal to two (2) times the faculty member's annual two- (2) semester salary rate, rounded to the next highest multiple of one thousand dollars (\$1,000), may be obtained at the faculty member's cost. Coverage for the faculty member's spouse and/or dependent children is also available at the faculty member's cost.

15.7 Retirement

Faculty members who are eligible to participate in the Teachers Insurance and Annuity Association- College Retirement Equities Fund (TIAA-CREF) retirement program may participate if they elect to do so within ninety (90) days of date of appointment or within ninety (90) days of a change from part- to fulltime status. Electing to participate in the TIAA-CREF program is an irrevocable decision.

Faculty first hired prior to January 1, 1996 who did not elect TIAA-CREF are covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS).

For faculty who participate in TIAA-CREF, the university shall contribute six and one-half (6.5%) of base salary. In addition, the University will provide a contribution match up to five (5%) of an employee's equal contribution amount.

For participants in the MPSERS program, the University shall pay the amount specified by MPSERS.

Retirement contributions to TIAA-CREF shall be made on a biweekly basis.

To be considered a retiree and eligible for retirement benefits and privileges as a retiree of Northern Michigan University, regardless of the retirement program in which an employee participates, the total of an employee's age and years of service at the University must equal or be greater than seventy (70) as of the retirement effective date and the employee must have a minimum of ten (10) years of full-time service with the University. Individuals who apply and are accepted for the Northern Michigan University 2000- 2001 Severance Incentive Plan, regardless of whether their age and years of service equal or are greater than seventy (70), and who terminate their employment during this period of time, will be considered a retiree and will be eligible for retirement benefits and privileges as a retiree of the University.

Upon retirement, faculty members will receive a membership card from the NMU Retirees Association, which will entitle them to all the NMU Retirees Association benefits.

Non-optional retirement plan

Effective January 26, 2006, the University shall make contributions to the non-ORP with TIAA-CREF for MPSERS retirees who are scheduled to work at least twenty (20) hours per week and who have completed the necessary application forms within ninety (90) days of their employment date. Faculty members scheduled to work less than twenty (20) hours per week will not have retirement contributions made on their behalf by the University.

For faculty members (MPSERS retirees), covered under the non-ORP who participate in TIAA-CREF, the university shall contribute six and one-half percent (6.5%) of base salary. In addition, the university will provide a contribution match up to five (5%) of an employee's equal contribution amount.

Those faculty members (MPSERS retirees), covered under the non-ORP are not eligible for coverage under the university's hospitalization and medical program.

Teaching and Consultation.

Retired faculty may request consideration for substitute or part-time teaching. The Department Head and the Dean, with consultation of faculty, are encouraged to invite retired faculty to participate in appropriate seminars, colloquia, scholarly meetings, to serve on appropriate departmental committees, and to serve in academic consultant capacities on campus. Retired faculty may be eligible to serve on appropriate campus and state-wide faculty committees.

Support Services

The University, through the Dean, will consider requests for providing support services and access to facilities by retired faculty. Approvals of such support or access shall not establish any precedent nor provide any assurance that other requests will be honored.

15.8 Tuition Scholarship Program

Tuition scholarships will be awarded to full-time faculty members, spouses, and dependent children (son, stepson, daughter, stepdaughter, and a legally adopted child) on a space available basis. The University will abide by state and federal laws regarding the taxability of benefits.

Faculty members, spouses, and dependent children shall be allowed to take an unlimited number of credit hours per semester. Faculty members may be approved to enroll in courses to a maximum of four (4) credit hours during regular working hours. Arrangements for such time off must be made with the immediate supervisor. All time so devoted will be made up within the same biweekly pay period through arrangements with the Department Head.

Those who participate in the Tuition Scholarship Program are not eligible to receive additional University funded scholarships or grants.

In the event of a faculty member's death, the surviving spouse and dependent children, who are participating in the Tuition Scholarship Program at the time of the faculty member's death may continue in the program until completion.

The unmarried surviving spouse or dependent children of a faculty member who had at least fifteen (15) years of service at the University may participate in the program until completion.

15.9 Bookstore Discount

All full-time faculty members, their spouses, and dependents as defined by the IRS shall be entitled to receive a twenty percent (20%) discount on all books purchased at the Bookstore and a ten percent (10%) discount on all other items for their own or immediate family use. These discounts shall not apply to sale items or to cap and gown rentals and purchases. Any violation of these restrictions could result in being excluded from the program.

15.10 Recreation Membership

The Board will provide each full-time faculty member, who completes the annual application process, a single recreation membership for the faculty member. The cost of an annual family membership may, in the alternative, be reduced by the cost of a single membership for the family of such faculty member.

Once per year, faculty members may sponsor one (1) person, in lieu of their spouse, for a recreation membership at the reduced rate which would otherwise be afforded family members of faculty members.

15.11 Dental Benefits

For the life of this contract the University agrees to contribute the full cost per bargaining unit member of a two-person plan illustrative premium rate for eligible faculty members for a defined dental plan for all participating full-time faculty members.

Participation in the plan is optional for all full-time faculty members.

The plan must maintain the level of participation of the faculty members on roll as determined by the carrier.

The university will assume the administrative costs necessary to collect deductions, to submit payments to the carrier, to enroll faculty members, and to communicate with the carrier regarding administration of the plan.

15.12 Optical benefits

For the life of this contract the University agrees to contribute the full cost per bargaining unit member of a family plan illustrative premium rate for eligible faculty members for a defined optical plan for all participating full-time faculty members.

Participation in the plan is optional for all full-time faculty members.

The plan must maintain the level of participation of the faculty members on roll as determined by the carrier.

The University will assume administrative costs to submit payments to the carrier, to enroll faculty members, and to communicate with the carrier regarding administration of the plan.

15.13 Dependent Care Assistance Plan

All full-time faculty members shall be given the opportunity to participate in an employee-paid Dependent Care Assistance Plan.

Enrollment may commence on date of hire, during the annual open enrollment period, or when the faculty member has a change of status (e.g. marriage, divorce, birth, etc.). A complete list of change of status events is outlined in the flexible spending account plan.

15.14 Flexible Spending Accounts

All full-time faculty members shall be given the opportunity to participate in an employee-paid flexible spending account for medical, dental, optical expenditures, etc.

15.15 Parking Fees

The Employer will allow employees who complete the necessary forms to receive one (1) parking decal at no cost and have the cost of the additional parking decal fees deducted from their payroll check on a pre-tax basis.

15.16 Household Member Program

The Household Member Program (HMP) is a program that expands the eligibility criteria for enrollment in Northern Michigan University's health care plan (medical, hospitalization, and prescription drug program). The HMP program will be implemented as soon as practicable and shall remain in effect for the duration of the 2016-21 Collective Bargaining Agreement as permitted by applicable State and Federal law.

REQUIREMENTS:

Under the HMP, a Full-time Association member, who does not already enroll a spouse in the health care plan, may enroll one adult individual for benefit coverage but only if all the following criteria are met:

The association member is eligible for NMU's benefits.

The Household Member, at the time of proposed enrollment, resides in the same residence as the employee and has done so for the previous 18 continuous months, other than as a tenant.

The Household Member is not a "dependent" of the employee as defined by the IRS.

Children of the Household Member are also eligible for this benefit if they are members of the association member's household and meet IRS dependent criteria as well as university dependent coverage for health benefits up to age 26, provided all the dependent eligibility criteria is met.

Eligibility for coverage of a Household Member, or of a Household Member's dependent, ceases on the date that the above criteria are not met.

The following individuals are not eligible for participation in this program:

Children of an employee and their descendants (children, grandchildren)
Parents of an employee
Parents' other descendants (siblings, nieces, nephews)
Grandparents and their descendants (aunts, uncles, cousins)
Renters, boarders, tenants

This program does not affect the rights of or criteria application to any association member qualifying for enrollment in NMU's benefits plans under any other applicable University policy. The Employer cost of providing health benefits for Household Members is considered ordinary income and is, therefore, subject to taxes, including social security, Medicare, federal and state taxes. Household

member enrollment must be completed during the open-enrollment period or no more than 30 days after all of the above criteria are met, or within days of ratification of this agreement.

In the event of an association member's death, the surviving household member and dependent children of the household member are eligible for hospitalization and medical benefits consistent with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) by paying the university the necessary premiums for an additional thirty-six (36) months. After expiration of COBRA benefits, an individual conversion policy is available from the carrier.

The Household Member enrollment form must be completed during the regular enrollment period or no more than 30 days after all the above criteria are met. Any information falsified on the HMP enrollment form may result in consequences that could include discipline up to and including termination from employment and/or appropriate legal action.

**HOUSEHOLD MEMBER PROGRAM ENROLLMENT FORM
AND
NMFU FACULTY AFFIDAVIT**

I WISH TO ENROLL THE FOLLOWING HOUSEHOLD MEMBER IN THE NMU HEALTH CARE PLAN:

Name of Household Member: _____ Effective Date: _____
(PRINT: First, Middle Initial, Last)

Household Member Birth Date: _____ Social Security Number: _____ - _____ - _____

CERTIFICATION AND SIGNATURE:

This is to certify that the person named above meets all the eligibility criteria for the Household Member. I understand that I will be responsible for paying any costs for enrollment in the plan and any taxes associated with enrolling a Household Member. I also understand that any information falsified on this document may result in discipline up to and including termination from employment.*

Faculty Member Name: _____ IN: _____
(First, Middle Initial, Last)

Faculty Member Signature: _____ Date: _____

*The Employer cost of providing health benefits for Household Members is considered ordinary income and is, therefore, subject to taxes, including social security, Medicare, federal and state taxes.

**AFFIDAVIT OF TERMINATION OF BENEFITS
FOR
HOUSEHOLD MEMBER**

I, _____, affirm the health benefit coverage for my Household Member
(Print name of faculty/staff member)

listed on the Enrollment Form dated _____, should be terminated as of
_____.

Termination of coverage for my Household Member is due to (check one):

- _____ Household Member no longer meets the required eligibility criteria
- _____ Death of Household Member
- _____ Coverage no longer needed by the Household Member (obtained other coverage)

I HEREBY AGREE TO MAIL A COPY OF THIS AFFIDAVIT TO MY SURVIVING FORMER HOUSEHOLD MEMBER.

Faculty/Staff Member Signature

Date

ARTICLE 16 SALARIES

- 16.1 The minimum two- (2) semester base salaries for each classification (except where grants will not allow) shall be as follows:

	2016-17	2017-18	2018-19	2019-20	2020-21
Professor	\$70,637	\$72,050	\$73,491	\$74,961	TBD
Associate Professor	\$58,352	\$59,519	\$60,710	\$61,924	TBD
Assistant Professor	\$47,339	\$48,286	\$49,252	\$50,237	TBD
Instructor	\$39,558	\$40,349	\$41,156	\$41,979	TBD

	2016-17	2017-18	2018-19	2019-20	2020-21
Paraprofessional	\$14.36	\$14.65	\$14.94	\$15.24	TBD
Substitute	\$13.86	\$14.13	\$14.42	\$14.70	TBD

- 16.2 Assignments and compensation for bargaining unit members on Term or Continuing appointment shall be for academic years consisting of at least two (2) consecutive semesters, normally the fall and winter semesters. If any such bargaining unit member is given notice by April 15 that instructional work is available for a specific number of additional weeks during the summer semester, then that bargaining unit member's academic year shall be extended for such number of weeks and the bargaining unit member shall be required to work the additional weeks. Salaries for such bargaining unit members shall accordingly be based upon two (2) components: (a) a two- (2) semester base; (b) a summer formula for any instructional work beyond the two- (2) semester base. The summer formula for the life of this contract shall be $.0278 \times \text{the number of credit hours} \times \text{the two- (2) semester base}$. For full-time, non-instructional faculty, the summer formula shall be one-fortieth (1/40) of the two-(2) semester base for each additional week worked. If the April 15 notice is not given, Article 6 shall not apply, as the bargaining unit member's academic year terminates as of the end of the winter semester. If the April 15 notice is given, then Article 6 does not apply at the end of the extended assignment, as the bargaining unit member's academic year terminates at the end of the additional work. Any bargaining unit member interested in sharing a summer assignment shall notify their immediate supervisor of such interest by April 1.

- 16.2.1 If by the end of the first full week of classes during the summer term, actual enrollment in any program does not justify the continuation of a program or a part of a program, then the bargaining unit member whose services are thereby rendered unneeded shall have the option of (a) receiving a non-instructional assignment for the number of additional weeks assigned; (b) sharing assignments by department by mutual agreement of the department members sharing the assignment and the Administration; or (c) having the bargaining unit member's academic year terminated as of the end of the second full week of classes.

- 16.2.2 In making summer assignments, seniority will prevail except where certification or a specialized skill requires assignment of a member with less seniority.

- 16.3 Salaries for Term appointment bargaining unit members shall be as specified in the letter of Term appointment.

- 16.4 For 2016-17, all faculty members on roll as of August 17, 2016, as agreed to by the Board and the Association, shall have the faculty members' 2015-16 two- (2) semester base salaries increased by 2.0 percent plus \$500.

For 2017-18, all faculty members on roll as of August 23, 2017 as agreed to by the Board and the Association, shall have the faculty members' 2016-17 two- (2) semester base salaries increased by 2.0 percent.

For 2018-19, all faculty members on roll as of August 22, 2018, as agreed to by the Board and the Association, shall have the faculty members' 2017-18 two- (2) semester base salaries increased by 2.0 percent.

For 2019-20, all faculty members on roll as of August 21, 2019, as agreed to by the Board and the Association, shall have the faculty members' 2018-19 two- (2) semester base salaries increased by 2.0 percent.

For 2020-21, all faculty members on roll as of August 19, 2020, as agreed to by the Board and the Association, shall have the faculty members' 2019-20 two- (2) semester base salaries increased by the same across-the-board base salary percentage increase as the AAUP.

16.4.1 Promotions

Faculty members who received promotions shall have their prior year base salary increased as follows:
Promotions effective 2016-17:

To assistant professor:
3% of the faculty member's 2015-16 base salary plus \$4,419

To associate professor:
3% of the faculty member's 2015-16 base salary plus \$6,826

To professor:
3% of the faculty member's 2015-16 base salary plus \$8,835

Promotions effective 2017-18:

To assistant professor:
3% of the faculty member's 2016-17 base salary plus \$4,507

To associate professor:
3% of the faculty member's 2016-17 base salary plus \$6,963

To professor:
3% of the faculty member's 2016-17 base salary plus \$9,011

Promotions effective 2018-19:

To assistant professor:
3% of the faculty member's 2017-18 base salary plus \$4,597

To associate professor:
3% of the faculty member's 2017-18 base salary plus \$7,102

To professor:
3% of the faculty member's 2017-18 base salary plus \$9,192

Promotions effective 2019-20:

To assistant professor:
3% of the faculty member's 2018-19 base salary plus \$4,689

To associate professor:
3% of the faculty member's 2018-19 base salary plus \$7,244

To professor:
3% of the faculty member's 2018-19 base salary plus \$9,192

Promotions effective in 2020-21 will have the fixed amount adjusted by the ATB amount of the AAUP for that year.

Faculty members who have received promotion effective at the beginning of the 2016-17, 2017-18, 2018-19 or 2019-20 appointment periods shall have their two – (2) semester base salaries increased by 3% plus the indicated fixed amount depending on the rank promoted to or to the appropriate rank minimum as specified in article 16.1, whichever is greater. The promotion increase will be added to the preceding year's two – (2) semester base salary along with the faculty member's salary increase under article 16.4.

Example: promotion to professor

A = preceding year two – (2) semester base: \$60,000

B = section 16.4 increase: 2% of A = \$1,200

C = promotion increase: 3% of A = (\$1,800) + \$8,835 = \$10,635

New base = a + b + c = \$60,000 + \$1,200 + \$10,635 = \$71,835

Promotions that result in rank salary inversions for persons in the same or very similar disciplines will be handled in the following manner. Annually, when the promotion process is complete and the new salaries are known up to two representatives each from the NMUFA and the NMU administration will meet to determine if an inversion for persons in the same or similar disciplines has occurred as a result of promotion. If it is agreed within this group that an inversion has occurred as a function of the promotion, the salary of the person who was not promoted but now has the lower salary will be adjusted to be equal to that of the person whose promotion resulted in the inversion plus \$100 for each year in rank up to a maximum of \$500.

The association and the administration must agree on peer determination.

16.4.1.1 Enrollment Bonus

Both parties agree to confer on enrollment incentive MOU language consistent with AAUP 2015-2020 Agreement

16.4.2 Merit monies may be distributed by the Provost and Vice President for Academic Affairs. These awards will be made according to the criteria published by the Provost and Vice President for Academic Affairs. Nominations for the awards can be made by an individual faculty member, the departmental faculty, the Department Head or the Dean. The Association will be notified in writing of merit

16.4.3 Continuing or continuing-earning faculty holding the rank of Assistant, Associate or Professor whose three most recent evaluations were satisfactory, are eligible to apply for a one-time merit award of \$2000. Criteria for such an award will include exceptional (above the minimum) performance in at least three (3) areas of evaluation: teaching, advising, scholarship, research and service. The application will consist of the regular evaluation materials, a current curriculum vitae and a one-page summation of the faculty member's exceptional performance over at least the past three years. Applications must be submitted to the TOS department head no later than October 1st. Faculty receiving a merit award may reapply every five years. The TOS department head, in consultation with the dean, will make a recommendation to the Provost for the award recipient no later than November 1st.

No provision of this Article shall be interpreted so as to compel the University to make more than two (2) merit awards per year. The Board's decisions in making these individual merit awards shall not be grievable.

16.5 Nothing in this Article shall prevent the Employer from exercising its right to pay any bargaining unit member a salary greater than any amount the bargaining unit member would receive by operation of this Agreement.

16.6 Assignments beyond the bargaining unit member's responsibilities as defined in Article 12.1 shall normally be offered to qualified members of the bargaining unit before being offered to non-bargaining unit members. The Dean or Department Head have final authority to determine such assignments. Furthermore, nothing herein shall prevent the Employer from exercising its right to hire non-bargaining unit individuals on a limited basis (for a period of one [1] semester or less) to teach on a part-time basis. The Employer's decisions regarding assignments pursuant to this Section (16.6) shall not be subject to the grievance procedure.

16.7 Compensation for Additional On-Campus Assignments

16.7.1 All available academic year on-campus teaching assignments beyond the normal teaching load shall be offered to qualified members of the bargaining unit before being offered to non-bargaining unit members with the exception that:

- (a) When accreditation standards dictate limitations on overloads,
- (b) When a short-term replacement of a faculty member is necessitated by illness or family emergency and a department member is not available to cover it, the Board reserves the right to assign these courses to qualified non-bargaining unit members. When assignments are made to non-bargaining unit members, these assignments shall be made only after joint review of qualifications by the department faculty and the department head.

The department head and dean have final authority to determine such assignments and the decision shall be non-grievable.

16.7.2 All additional on-campus teaching assignments, other than directed studies, which are concurrent with normal teaching assignments, shall be compensated at the rate of .021 x the number of credit hours x base salary with the maximum amount per credit hour of \$1,720 in 2016-17, \$1,754 in 2017-18, \$1,789 in 2018-19 and \$1,825 in 2019-20. The maximum per credit amounts for 2020-21 will equal the AAUP maximums in that year.

16.8 Reimbursement for approved travel shall be as specified in the University-wide policy.

- 16.9 The University will continue to pay on a biweekly basis for the duration of this Agreement. Other options for payment may be available through the Payroll Department.
- 16.10 Directed study courses which are offered to accommodate an oversight by the University which adversely affects a student or to accommodate other unusual circumstances, if approved by the Department Head and the Dean, will be compensated at the rate of:
- \$112 per credit hour per student for an undergraduate course and \$150 per credit hour per student for 2016-17 for a graduate course;
- \$114 per credit hour per student for an undergraduate course and \$154 per credit hour per student for 2017-18 for a graduate course;
- \$116 per credit hour per student for an undergraduate course and \$157 per credit hour per student for 2018-19 for a graduate course;
- \$118 per credit hour per student for an undergraduate course and \$160 per credit hour per student for 2019-20 for a graduate course;
- Compensation for 2020-21 will increase by the AAUP ATB in that year. Faculty may offer directed study courses without compensation for reasons other than those stated above.
- The request for a directed study course must contain both a description of the plan of study as well as a rationale for it being offered. All directed study courses, whether for pay or on load, must be approved by the Department Head and the Dean and shall be normally limited to four credit hours per semester by each faculty member.
- 16.11 The University may not require a faculty member who was assigned to teach a regularly scheduled course to teach that same course material as a directed study in the same semester in which the regularly scheduled course was cancelled. The faculty member is free, however, to agree to teach that course.
- 16.11.1 If the Department Head determines that it is necessary to offer a directed study course, the Department Head will first poll the faculty in the department to determine whether anyone who is qualified is willing to accept the assignment. In the event no qualified faculty member is willing to accept the assignment, the Department Head may assign the directed study course to the least senior qualified faculty member.
- 16.12 Internships that require one-on-one faculty supervision, if approved by the Department Head and the Dean, will be compensated at the rates specified in 16.11.
- The request for a faculty supervised internship must include a description of the student activity, the duration and the faculty supervision required.
- 16.13 For the purpose of determining the credit hour equivalency of non-instructional assignments, when combined with instructional assignments as part of a bargaining unit member's basic contractual obligation, two (2) hours of non-instructional work shall be deemed the equivalent of one (1) instructional hour. This shall not apply to non-instructional assignments not combined with instructional duties. Non-instructional duties will be mutually negotiated.
- 16.14 Faculty who direct or read a thesis, direct student research, teach large class sections or perform other activities that warrant consideration for additional load credit, shall be compensated according to approved departmental load credit document guidelines.

ARTICLE 17 GOVERNANCE PARTICIPATION

- 17.0 Each academic department shall develop and maintain bylaws which shall constitute the means by which the department agrees to conduct its internal affairs. These bylaws must not conflict with any provision of the Master Agreement. Minimally the bylaws must address faculty appointments, evaluations, probation reviews, promotions, and workload. New departments must prepare and submit bylaws for review and approval within six (6) calendar months of the time course offerings begin in the new department. Failure to do so will allow the Provost and Vice President for Academic Affairs to promulgate bylaws for the department with or without their input.
- 17.1 Departmental bylaws and any revisions of the bylaws must be approved by the departmental faculty and recommended to the, department head and the Dean. Transmittal of the recommended bylaws is to be simultaneous.
- 17.2 The Department Head and the Dean shall respond, with any concerns, within thirty (30) calendar days following receipt of the proposed bylaws from the department.
- 17.3 Upon approval of the Bylaws Committee, the Bylaws Committee shall transmit the proposed bylaws and its recommendation for approval to the Dean.
- 17.4 Within two (2) weeks of receiving the proposed bylaws from the Bylaws Committee, the Dean shall forward the proposed bylaws to the Provost and Vice President for Academic Affairs along with the Dean's recommendation for approval or statement of concerns about the proposed bylaws. The Dean shall send copies of this communication to the department and the Bylaws Committee.
- 17.5 The Provost and Vice President for Academic Affairs shall review and seriously consider the recommendations of the department, the Bylaws Committee, and the Dean with respect to the proposed bylaws. Within two (2) calendar months of receiving the proposed bylaws from the Dean, the Provost and Vice President for Academic Affairs shall accept, reject, or modify the proposed bylaws to be consistent and compatible with the ongoing operations of the University. If the Provost and Vice President for Academic Affairs rejects or modifies the proposed bylaws, the Provost and Vice President shall communicate reasons for the rejection or modification. The final action of the Provost and Vice President for Academic Affairs shall be communicated in writing to the department, the Bylaws Committee, and the Department Head and the Dean. If a written response is not received from the Provost and Vice President for Academic Affairs within two (2) calendar months, the changes shall be considered the official bylaws of the department.
- 17.6 The University recognizes that the Academic Senate does not represent all faculty members, and that the actions of the Academic Senate do not constitute a University-wide action. Faculty participation in discussion on matters of university-wide-concern shall be achieved through association membership on university-wide advisory bodies which may be established by the board. Faculty recommended to participate in the work of such university-wide advisory bodies shall be selected in such manner as the association shall determine. The association expects to have representation of at least one (1) faculty member on committees which advise on matters of university-wide concerns.
- 17.7 The review and approval process for any proposed changes to the curriculum (including those that may involve the reduction, allocation and reallocation of resources) in the Technology & Occupational Sciences (TOS) department will follow the process below in order of priority:
1. Curriculum changes are generated (usually by the faculty)
 2. The department head of TOS reviews and recommends
 3. The Curriculum Review Committee (with input from NMU's Registrar) reviews and recommends
 4. The Dean of the College of Professional Studies reviews and recommends
 5. The Provost reviews, recommends or approves
- The University recognizes that Association members teach in programs housed outside of the TOS department and curriculum review for those programs will continue to follow the process outlined in the current AAUP Agreement (Article 3.3.1.6).
- 17.8 When it becomes known that a department head position will become vacant, or if the department head position has already become vacant, the dean of the college shall meet with the department faculty to discuss qualifications and expectations for the position. Specific guidelines will be formulated which may include:
- (a) Whether internal and/or external candidates shall be considered;

- (b) Desired qualifications, including rank;
- (c) Budgetary considerations; and
- (d) The target number of recommended candidates that will be submitted to the dean for consideration.

ARTICLE 18 CUSTOMIZED TRAINING

18.1 Customized training shall be paid at the following rates:

2016-17 = \$74.24
2017-18 = \$75.72
2018-19 = \$77.23
2019-2020 = \$78.77
2020-2021 = TBD

For the 2020-21 year of this Agreement, the customized training hourly rate will be increased by the same across-the-board base salary percentage increase provided the AAUP faculty of the University for this same year.

18.1.1 Travel will be reimbursed in accordance with the Northern Michigan University Travel Policy and Master Agreement. Contractual training shall not be part of basic assigned duties for full- or part-time faculty members. It shall be considered as additional duties. As a result, no credit shall be earned for seniority purposes and only statutory fringe benefits shall be paid on wages earned as part of contracted training assignments.

18.2 Contact hour means one (1) classroom hour. This will include associated preparation and evaluation activities, i.e., preparation and evaluation are considered part of instruction in customized training and do not count separately in the calculation of contact hours.

18.3 Only curriculum development assignments shall be compensated at one-half (1/2) the applicable rate in Section 18.1. The number of contact hours for curriculum development compensation will be determined by mutual agreement of the administrator and the bargaining unit member. Curriculum development shall be the basic structuring, research, and outcome planning for a customized training offering. This is to be distinguished from lesson planning in preparation for the delivery of instruction.

18.4 When the University has a customized training assignment, which is to be offered through a department for which the Association is the recognized bargaining agent, the University shall:

- (a) Establish the qualifications for the position for the customized training opportunity as well as the times and places for each such opportunity.
- (b) Post the customized training opportunity for five (5) working days. It is agreed and understood that the University may solicit applications simultaneously from internal and external candidates. A copy of the posting shall be distributed to the President of the Association.
- (c) Determine which of the applicants are qualified for the customized training opportunity.
- (d) Offer opportunities for customized training according to the following:

1) The intent of this assignment format is to afford an opportunity to acquire a customized training assignment to as many interested and qualified faculty as possible and to allow the University to respond quickly to clients. The University will encourage prospective contractors to schedule customized training on evenings and/or weekends.

2) The University will list the internal qualified applicants in employment date order regardless of their status (full-time, part-time, or anyone with recall rights) or seniority with the University.
The list of internal qualified candidates shall be posted in the department office.

3) The University will offer customized training opportunities to qualified applicants in employment date order from the above list with the exception that any applicant who has a known time conflict due to a regular work assignment or who would be unable to reach the designated delivery site on time to perform the customized training because of a regular work assignment need not be offered the customized training opportunity.

4) Each faculty member offered a customized training assignment shall have one (1) work day to accept or reject the offer once it is actually communicated to the faculty member. If no response is received from that faculty member after one (1) work day has elapsed, the faculty member shall be deemed to have rejected the offer and the University may offer the opportunity to someone else.

5) Once the University exhausts the internal qualified applicant list and still has customized training assignments available, it may offer an additional opportunity to a faculty member on the list who already has or who had previously received a customized training assignment in that academic year.

6) In the event that the University still has customized training assignment opportunities available after exhausting the processes in items d.(4) and d.(5) above, or if there are no qualified internal applicants, the University may offer such assignments to persons outside the bargaining unit.

- 18.5 A full-time faculty member with a two- (2) or three- (3) semester base assignment may teach a maximum of ten (10) contact hours per week of customized training during the fall/winter semesters.
- 18.6 Customized training assignments are in addition to basic or overload assignments. As a result, customized training assignments may not conflict with basic or overload assignments nor may a faculty member request to be released from basic or overload assignments in order to teach a customized training assignment.
- 18.7 The University shall not supplant credit generating programs by providing customized training programs.
- 18.8 Following execution of this Agreement, Department Head or Dean shall convene a meeting with departmental faculty to discuss concerns related to security, use of equipment, and use of consumables with respect to customized training.

ARTICLE 19 DURATION OF AGREEMENT

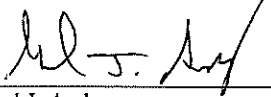
This Agreement shall be in effect upon ratification by the Board and the Association and shall extend through June 30, 2021.

This Agreement shall continue in effect on a year-to-year basis after June 30, 2021, unless either party gives notice of intent to terminate the Agreement prior to June 30, 2021. In the event that the Board and the Association undertake such negotiations to modify this Agreement, it shall expire on June 30, 2021 unless it is extended for a specified period by mutual written agreement of the Board and the Association.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

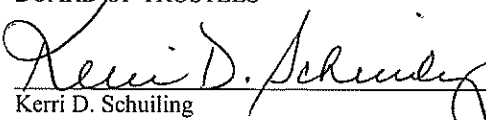
Date Signed: 5/13/2014

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA



Michael J. Andary
President

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES


Kerri D. Schuiling
Provost and Vice President for Academic Affairs

Stu Skaug
MEA Uniserv Director



R. Gavin Leach
Vice President for Finance and Administration

April 7, 2016
Date Ratified by the Association

April 29, 2016
Date Approved by the Board of Trustees

MEMBERS OF THE NEGOTIATING TEAMS

NORTHERN MICHIGAN UNIVERSITY
FACULTY ASSOCIATION, MAHE-MEA-NEA

Mr. Michael J. Andary
President and Chief Negotiator

Ms. Denise Hudson
Grievance Officer

Ms. Loganne Boersema
Instructor-TAS

Mr. Christopher Kibit
Professor-TAS

Mr. Mark Matteson
Assistant Professor-TAS

ON BEHALF OF THE
NORTHERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES

Dr. Dale P. Kapla
Chief Negotiator

Mr. John D. Centko
Dept. Head – Technology & Occupational Sciences

Ms. Sherri A. Towers
Finance & Planning

APPENDIX A
SEMESTER HOUR EQUIVALENTS

1. The following educational obtainments shall be deemed equivalent to one (1) semester hour:
 - (a) Each college or university semester credit hour.
 - (b) Each one and one-half 1-1/2) college or university quarter credit hours.
 - (c) Each technical institute credit, military school credit, or vocational school credit provided that the credit I obtained after not less than sixteen (16) clock hours of classroom type instruction for each credit obtained.
 - (d) Each documented sixteen (16) clock hours of business and/or industry sponsored classroom type training programs.
 - (e) Each documented one hundred twenty-eight (128) clock hours of formalized on-the-job training provided the employer providing that training indicates a commercially satisfactory acquisition of job skills.
2. Only related semester hour equivalents shall be considered for purposes of hire or promotion.
3. Documented educational obtainments other than those listed in Section A may be accepted as semester hour equivalents at the sole discretion of the Employer after review of the content and duration of the educational obtainment.
4. On-the-job training semester hour equivalent credits obtained outside the University may be used for either initial hire placement or promotion, but not both.

APPENDIX B
ASSOCIATION DUES DECISION FORM

Name _____
(type or print)

NMUIN: _____ Department _____

Each employee may submit a signed Association Dues Decision Form – (via the Association) to the Payroll Office twice per year (beginning of fall semester through end of second summer session).

☐ I authorize the collection of Association dues

By making this selection and signing below, the university is authorized to deduct from wages earned or to be earned by me, Association Dues as certified to the University by the Association's Treasurer; the university shall remit the same to the Association at such time and in such manner as may be agreed upon between the University and the Association.

Any such authorization shall remain in effect until revoked in writing (signed) by the employee.

☐ I do not authorize the collection of Association dues

By making this selection and signing below, the University is either not authorized or is no longer authorized to deduct wages earned or to be earned by me for Association Dues.

A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.

Signature of Faculty Member

Date of Signing

Date of Delivery to University