

Collective Bargaining Agreement
by and between

EASTERN MICHIGAN
UNIVERSITY

and the

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE FEDERATION OF TEACHERS

(insert date of ratification) – August 31, 2028

1 **ARTICLE I. AGREEMENT**

2 This Agreement is made and entered into effective (insert ratification date), by and between
3 Eastern Michigan University (hereinafter “EMU” or “Employer” or “University”) and the
4 Eastern Michigan University Federation of Teachers (hereinafter “Union” or “EMUFT”).
5

6 **ARTICLE II. GENERAL PURPOSE AND INTENT**

7 The general purpose of this Agreement is to set forth terms and conditions of employment and to
8 promote orderly and peaceful relations for the mutual interest of the Employer and the Union.
9 The Employer and the Union encourage, to the fullest degree, friendly and cooperative relations
10 between their respective representatives.

11 **ARTICLE III. DEFINITIONS**

12 1. “Academic Unit” includes departments, schools, the Library and the Writing Center.

13 2. “Academic Year” means the Eastern Michigan University’s regular Fall and Winter
14 semesters.

15 3. “Appointment” means the period in which an Employee has an employment relationship
16 with the Employer.

17 4. “Assignment” means work that an Employee is expected to perform during the period of
18 their appointment. A percentage reduction of an assignment results in a commensurate
19 reduction in the Employee’s compensation.

20 5. “Department” also means School.

21 6. “Department Head” also means School Director.

22 7. “Employee” means a person in the Bargaining Unit as defined in Article IV,
23 “Recognition of Union” who is hired as either a Full-Time Lecturer or a Part-Time
24 Lecturer.

25 8. “Employer” means Eastern Michigan University (EMU).

26 9. “EMU-AAUP” refers to the Eastern Michigan University Chapter of the American
27 Association of University Professors (EMU-AAUP) which is the Collective Bargaining
28 Agent for all Faculty employed by Eastern Michigan University.

29 10. “Faculty” or “Faculty Member” refers to a tenured or tenure track Instructor, Assistant
30 Professor, Associate Professor or Professor who is represented by the EMU-AAUP.

31 11. “Workday” means Monday through Friday excluding Employer recognized holidays.

32 **ARTICLE IV. RECOGNITION OF UNION**

33 Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of
34 1939 as amended, and Act 336 of the Public Acts of 1947, as amended, the Employer does
35 hereby recognize the Union, as the exclusive collective bargaining representative for Employees
36 employed by Eastern Michigan University teaching at least one credit hour (or an equivalent
37 non-credit instructional workload) in the following unit:

- 38 • All instructional staff
- 39 • Field Instructors in the Office of Academic Services, College of Education
- 40 • Writing Center Consultants
- 41 • Adjunct professional library staff

42
43 excluding all:

- 44 • Adjunct Professors,
- 45 • Visiting Professors,
- 46 • Exchange Professors,
- 47 • KCP Fellows,
- 48 • Doctoral and Post-Doctoral Fellows,
- 49 • Visiting Scholars, Visiting Scientists,
- 50 • Teaching Assistants,
- 51 • Faculty Members represented by the EMU-AAUP,
- 52 • Individuals holding administrative appointments,
- 53 • Individuals holding professional or technical appointments and that also perform
54 teaching or other instructional related tasks as part of the workload for such
55 appointments,
- 56 • Department Heads,
- 57 • Managers,
- 58 • Managerial employees,
- 59 • Supervisors
- 60 • Confidential employees,
- 61 • Peer tutors enrolled in an undergraduate or graduate degree program at EMU, and
- 62 • All other individuals employed by Eastern Michigan University.

63 The Employer agrees that it will not aid, promote or finance any other Union which purports to
64 engage in collective bargaining on behalf of Employees in the unit as defined above.

65 **ARTICLE V. ACADEMIC FREEDOM**

66 The Employer and the Union affirm the principle of academic freedom in teaching, subject to
67 those limitations provided under applicable state, federal and local law, commonly accepted
68 standards of conduct, and the satisfactory fulfillment of the duties listed herein, and such other
69 policies, rules and regulations adopted by academic departments, colleges, administrative
70 officers or the Board of Regents. Subject to the foregoing, Employees will be free to study,
71 investigate, present, or interpret facts or ideas concerning people, society, government,
72 philosophy, the arts and sciences, the natural world and other areas of inquiry.

73 **ARTICLE VI. EQUAL EMPLOYMENT OPPORTUNITY**

74 The Employer and the Union recognize their respective responsibilities under federal, state, and
75 local laws relating to fair employment practices and affirm their commitment to the principles
76 involved in the area of civil rights.

77 Further, the parties agree that neither will unlawfully discriminate against Employees on the
78 basis of race, creed, religion, color, ethnicity, national origin, sex, citizenship, age, disability,
79 height, weight, marital status, sexual orientation, gender expression, gender identity, parental and
80 pregnancy status, veteran status, political belief and activities, for participation in or affiliation
81 with any labor organization or any other categories protected by state, federal, or city statutes.
82 The parties agree further, pursuant to relevant sections of the Rehabilitation Act of 1973, the
83 Americans with Disabilities Act of 1990 and Michigan civil rights legislation, that there shall be
84 no unlawful discrimination.

85 This Article shall be subject to Steps I through III of the Grievance Procedure, but is hereby
86 expressly excluded from and may not be appealed to Step IV, Arbitration.

87 **ARTICLE VII. MANAGEMENT RIGHTS**

88 The Employer retains and reserves unto itself, without limitation, all powers, rights, authority,
89 duties and responsibilities conferred upon and vested in it by the laws and Constitution of the
90 State of Michigan and of the United States. Further, all rights which ordinarily vest in and are
91 exercised by employers, except such as are specifically relinquished herein, are reserved to and
92 shall remain vested in the Employer.

93 **ARTICLE VIII. BOARD POLICIES**

94 General personnel policies applicable to Employees and formally approved by the Board of
95 Regents prior to the date of this Agreement and not otherwise modified or referenced herein,
96 shall only be changed after notification to the Union of intent to change and negotiation to
97 agreement or to impasse relative to the proposed change.

98 **ARTICLE IX. UNION DUES**

99 **A. Union Dues**

100 During the term of this Agreement, and in accordance with and to the extent of any
101 applicable state or federal laws, every Employee shall have the choice of whether or not
102 to become a member of the Union. Financial support of the Union is not a condition for
103 employment.

104 For those Employees choosing to tender union dues, the terms described below will
105 apply. Employees who choose not to become members of the Union do not need to fill
106 out the payroll deduction authorization form and will not become members of the Union
107 unless at a later date the employee chooses to opt-into the Union and the Union provides
108 the payroll deduction authorization forms per Section C below.

109 **B. Method of Payment**

110 The Union Dues provided for herein shall be paid on a semi-monthly basis by payroll
111 deduction made pursuant to a payroll deduction authorization form approved by the
112 Employer and the Union, signed, and delivered to the Employer's Payroll Office by the
113 Union.

114 **C. Payroll Deduction of Dues**

115 The Union shall be responsible for the distribution and collection of payroll deduction
116 authorization forms from Employees.

117 The Employer shall post a link to the payroll deduction authorization form on the
118 Employer's payroll and Academic Human Resources websites.

119 The Union shall e-mail all properly signed payroll deduction authorization forms to the
120 Employer's Payroll Department, with a copy to Academic Human Resources. The
121 Employer shall verify receipt of the payroll deduction authorization forms with the Union
122 and place the forms on file. The Employer's Payroll Department shall send any
123 erroneous or incomplete payroll deduction forms to the Treasurer of the Union, with a
124 copy to Academic Human Resources. The Employer's Payroll Department shall be
125 responsible for retaining completed payroll deduction authorization forms for as long as
126 the Employee, to whom the form corresponds, is employed by the Employer or remains
127 on an academic hiring list as defined in Article XIV.E.3.

128 Deductions for membership dues shall commence the next full pay period following
129 receipt of completed payroll deduction forms by the Employer's Payroll Office. In the
130 event the processing of a new payroll deduction authorization form is delayed beyond
131 normal processing, the payment of such delayed dues shall be the sole responsibility of
132 the Employee. However, prior to the retroactive deduction of dues from an Employee's
133 pay resulting from a delay in processing, the Employer agrees to contact the Union. The

134 Union reserves the right to forgo dues not deducted for reasons of processing delays.

135 **D. Certification of Union Dues**

136 The Union shall submit to the Employer's Payroll Office, with a copy to the Associate
137 Vice President of Academic Human Resources, written certification of the rate at which
138 Union Dues shall be deducted.

139 **E. Payment by Payroll Deduction**

140 During the life of this Agreement, and in accordance with and to the extent of any
141 applicable state or federal laws, the Employer agrees to deduct the semi-monthly Union
142 Dues as provided above. Union Dues deductions shall be remitted to the Treasurer of the
143 Union within ten (10) working days after the end of each month in writing to the Union
144 by the Payroll Office. The Union assumes full responsibility for the disposition of all
145 monies deducted once they have been forwarded to the Treasurer of the Union, as set
146 forth above.

147 **F. Limits of Deductions Required to Be Made by the Employer**

148 Deductions for Union Dues will be made only in accordance with the provisions of the
149 Employee's payroll deduction authorization, together with the provisions of this
150 Agreement. Except as otherwise provided in this Agreement, the Employer will have no
151 responsibility for the collection for any other deductions. Further, the Employer shall
152 have no obligation to make deductions from the pay of any Employee who has
153 insufficient net earnings due the Employee to cover the full amount of such deduction.

154 **G. Termination of Union Dues Deduction**

155 If an employee has completed a payroll deduction authorization form and desires to stop
156 paying dues, the employee shall revoke the authorization using the form located on the
157 Academic Human Resources website. The form must be e-mailed by the Employee to
158 the Employer's Payroll Department. The Employer's Payroll Department will
159 acknowledge receipt, copying Academic Human Resources and the Union. Payroll
160 deductions of Union Dues shall remain in effect until the dues deduction authorization is
161 revoked by the Employee, the Employee resigns or is terminated by the Employer, or
162 after two-years without an appointment as an Employee. When revoked, deduction of
163 Union Dues will cease as of the payroll period following the receipt of the notice by
164 EMU.

165 **H. Refunds**

166 In cases where a deduction is made that duplicates a payment that an Employee has made
167 to the Union, or where a deduction is not in conformity with the provisions of the
168 Union's Constitution or Bylaws, this Agreement, or applicable state or federal law,
169 refunds to the Employee will be made by the Union.

170 **I. The Employer Save Harmless**

171 Any dues deduction authorization forms completed prior to this agreement shall be
172 considered valid by both the Union and the Employer.

173 The Union agrees to indemnify, protect and save harmless the Employer from any and all
174 claims, demands, suits, or other forms of liability, or any and all costs or fees related
175 thereto, by reason of action taken or not taken by the Employer for the purpose of
176 complying with the provisions of this Article.

177 **J. Limit of the Employer's Liability for Remittance or Payment of Payroll Deductions**

178 The Employer shall not be liable to the Union by reason of the requirements of this
179 Agreement for the remittance of any sum other than that constituting actual deductions
180 made from wages earned by Employees.

181 **ARTICLE X. UNION RIGHTS**

182 **A. Information Furnished to the Union**

183 The Employer will furnish to the Union a list of the members of the Bargaining Unit,
184 including:

- 185 1. EID
- 186 2. Employee name
- 187 3. Current hire date
- 188 4. Home department
- 189 5. Rank
- 190 6. Semesters employed
- 191 7. Current semester teaching load
- 192 8. Degree status
- 193 9. University email
- 194 10. Campus address
- 195 11. Home address (if available)
- 196 12. Telephone number (if available)

197 If an Employee has requested this information be withheld from the public the home
198 address and telephone number will not be provided.

199 A first list, containing items 1, 2, 4, 9, 10, 11 and 12, will be furnished on or before each
200 of the following dates:

- 201 1. September 15 (Fall semester),
202 2. January 15 (Winter semester), and
203 3. May 15 (Summer semesters).

204 A second list containing items 1 – 12 will be furnished on or before each of the following
205 dates:

- 206 1. October 1 (Fall semester),
207 2. February 1 (Winter semester), and
208 3. June 1 (Summer semesters).

209 In addition, new hire information will be furnished to the Union at the time of hire that
210 will contain the available contact information of the new hires.

211 The Employer will provide access to electronic copies of official meetings of the Board
212 of Regents, as well as published General Fund Operating Budgets (including midyear
213 revisions), and the Annual Audited Financial Statements, when such documents have
214 been approved by the Board of Regents for submission to the State Offices.

215 Pursuant to the provisions of the Michigan Public Employment Relations Act, the
216 Employer will provide additional documents specifically requested from time to time by
217 the Union that are necessary to the Union’s administration of the Agreement and
218 verification of compliance with said Agreement. Any request for documents shall be
219 accompanied by a brief explanation as to how the information requested is necessary to
220 the administration of the Agreement and/or is necessary to monitor compliance with the
221 Agreement. Any such additional documents that are requested and routinely reproduced
222 for dissemination to the general public without charge will be provided at no cost to the
223 Union. Additional documents not routinely disseminated will be provided to the Union at
224 a cost equal to the rate charged for the production of documents under the Michigan
225 Freedom of Information Act.

226 The Union shall be notified when an Employee receives incorrect pay. Such notification
227 shall be provided within five (5) working days from the Employer’s awareness.

228 The Employer will provide a list of the number of Employees enrolled in each healthcare
229 option, by category. Such list shall be provided to the Union by January 30th of each
230 year.

231 **B. Accuracy of Reporting**

232 The parties recognize the complexity of the Part-Time Lecturer hiring process. The
233 Employer shall make bona fide efforts to accurately prepare aforementioned reports in
234 Section A above.

235 **C. Union Use of EMU Facilities and Services**

236 The Union and Union officers shall, for the purpose of carrying out the business of the

237 Union, have the right to hold meetings in EMU facilities at such times and places as are
238 available with approval of the Employer. Facilities, including meeting rooms and
239 equipment, such as duplicating, and audiovisual, will be available at the rates normally
240 charged to EMU groups.

241 The Union will be provided with an office on EMU's central campus, subject to
242 availability and normal charges, if any. "Normal" charges are defined as those
243 customarily charged to other EMU groups. Keys for the office door will also be provided
244 at prevailing rates. The Union will have a working telephone installed in its office. All
245 telephone bills (including installation fees and start-up charges) shall be the sole
246 responsibility of the Union. The Union will be given the right to have three telephone
247 numbers listed in the campus telephone directory. The Union will be provided two (2)
248 University identification credentials at no charge. The University shall provide the Union
249 two (2) service parking permits for the Union officers and staff.

250 **D. Union Time**

251 The Union will be granted the equivalent of fifteen (15) credit hours of time in each Fall
252 and Winter semester and seven and a half (7.5) credit hours of time in Summer semester
253 for purposes of contract administration and for other services designated by the Union..
254 The Union shall designate the Employees to be assigned such time, subject to the
255 limitations that:

- 256 1. No Employee shall be granted more than six (6) credit hours of time in any one
257 semester; and,
258
- 259 2. The assignment of such time cannot result in: a change in Employee's
260 appointment and/or rank; changes to eligibility for benefits; and time counted
261 towards rank.
262

263 Full-Time Lecturers may take the time as released time or overload pay (up to three (3)
264 credit hours) according to the overload rates specified in Article XVIII, "Compensation",
265 of this Agreement for Fall and Winter. Summer union time shall be paid at the summer
266 pay rate specified in Article XVIII**, "Compensation".
267

268 Part-Time Lecturers shall be paid Union Time equivalent to their current and most recent
269 credit hour rate, not to exceed the overload rate for Full-Time Lecturers specified in
270 Article XVIII, "Compensation", or \$5,000, whichever is less.
271

272 Such time may be taken only during semesters in which the Employee would otherwise
273 be employed (not on leave) by Eastern Michigan University.

274 The Union shall provide written notice to the Associate Vice President for Academic
275 Human Resources, with a copy to the Employee's home Department Head(s) by at least
276 the July 15th preceding the next Fall semester, November 15th preceding the next Winter
277 semester and March 15th preceding the next Summer semester in which a released time

278 assignment is to commence. Said notification shall include the name(s) of the
279 Employee(s) to receive the released time and the purpose of the released time. The
280 notification period may be waived by mutual agreement of the parties. In cases where an
281 Employee loses their work assignment after the written notice of Union Time is provided,
282 the Employer agrees to accept a late notification of the replacement Union Time
283 assignment.

284 **E. Selection of Representatives**

285 Neither party in any negotiations will have any control over the selection or number of
286 the negotiation representatives of the other party. The parties mutually pledge that their
287 representatives shall have all the necessary power and authority to make proposals and
288 consider proposals in the course of negotiations.

289 **F. Ratification**

290 The Agreement shall not be binding until ratified by the Union and approved by the
291 Board of Regents of Eastern Michigan University.

292 **G. Copies of Agreement**

293 This Agreement will be posted on EMU’s website by the Employer.

294 **H. Orientation**

295 New Employees will have the opportunity to attend Fall orientation for new instructional
296 staff. . The Union will be notified at least two weeks prior to any scheduled orientation of
297 new Employees, at which the Union shall participate for up to thirty (30) minutes.

298 **I. Delivery to the Union**

299 When written notice to the Union is required by this Agreement, such notice shall be
300 emailed to the Union President at an address furnished in writing to the Assistant Vice
301 President for Academic Human Resources by the Union.

302 **ARTICLE XI. GRIEVANCE PROCEDURE**

303 **A. Construction**

304
305 Nothing in this Article shall prevent informal adjustment of any complaint and the parties
306 intend that, so far as reasonably possible, such complaints will be resolved between the
307 Employee and the administrative agent of EMU immediately involved. Said complaints
308 may be adjusted without intervention of the Union, provided the adjustment is not
309 inconsistent with the terms of this Agreement.

310 The resolution of an informal claim, formal claim, or grievance as outlined below shall
311 not add to, subtract from, or modify the terms of this Agreement, or serve as a binding
312 precedent in the future interpretation of application of the terms of this Agreement, unless
313 done so in writing and approved by EMU’s Associate Vice President for Academic
314 Human Resources, the Union’s President, or their respective designees. Any such
315 agreement reached between the Union and the Employer shall be binding on the Union,
316 the Employer, and Employees.

317 **B. Definitions**

318 1. “Harm” is defined as an event, occurrence, or circumstance which is perceived to
319 be a violation of the contract for which an Employee or group of Employees is
320 seeking resolution.

321 2. A “grievance” is a written allegation, made in the manner prescribed in this
322 Article, by an Employee, group of Employees, or the Union that an express term
323 of the Agreement has been violated, misinterpreted, or improperly applied, and
324 that such Employee(s) or the Union has been harmed in some manner by the
325 alleged violation. The grievance shall set forth the nature of the grievance, the
326 facts upon which it is based, the specific Article(s) and Section(s) violated, the
327 harm suffered by the grievant, and the remedy requested.

328 3. A “grievant” is the party alleging a grievance and who has been harmed by the
329 alleged violation.

330 4. A “grievance form” is the official form upon which all grievances shall be
331 submitted. The grievance form shall set forth the nature of the grievance, the
332 facts upon which it is based, the specific Article(s) and Section(s) violated, the
333 harm suffered by the grievant, and the remedy requested.

334 **C. Basic Provisions**

335 1. The Union’s Grievance Officer and the EMU’s Associate Vice President for
336 Academic Human Resources shall be provided with a copy of all written
337 grievances, grievance adjustments, grievance withdrawals, grievance denials,
338 notices of appeal, notices of extension, and all other correspondence exchanged
339 between the Union’s and the Employer’s representatives pursuant to the
340 processing of grievances. Said copies shall be provided concurrently with the
341 transmittal of the original correspondence exchanged between the parties’
342 representatives.

343 2. Failure to initiate any grievance within the time limits specified in this Article by
344 the Union or the grievant(s) shall bar further processing of the grievance. Failure
345 to appeal any grievance within the specified time limits on the part of the Union
346 shall cause the grievance to be resolved on the basis of the last administrative
347 decision concerning the matter(s) at issue and bar further processing of the

348 grievance. The time limits may be extended by mutual written consent of the
349 parties. Failure to comply with the time limits on the part of any administrative
350 representatives will permit the grievance to proceed to the next step.

351 3. An Employee who participates in the grievance procedure will not be subject to
352 discipline or reprisal because of such participation.

353 4. The Union and the Employer may, by mutual consent, elect to begin the formal
354 grievance process at any of the three steps. In cases where grievances are initially
355 filed at a step other than Step I, the timeline for the initial filing at Step I shall be
356 adhered to.

357 **D. Grievance Procedure**

358 1. Step I

359 A Step I grievance shall be filed on the official grievance form by the Employee
360 or the Union. No Step I grievance will be entertained or processed unless it is
361 submitted within twenty (20) working days of the occurrence of the harm
362 identified in the grievance or the date the employee should have reasonably
363 become aware of the harm identified by the grievance. With respect to
364 appointments, the twenty (20) working days begins after the sending of the
365 second list, as referenced in Article X.A, Information Furnished to the Union.

366 The grievance shall be served on the Department Head in which the grievant(s) is
367 employed (or other appropriate administrative representative), with a copy to the
368 Dean of the College in which the grievant(s) is(are) employed and the Associate
369 Vice President for Academic Human Resources.

370 The Department Head (or other appropriate administrative representative) will
371 schedule a meeting with the Union to discuss the grievance with the grievant(s),
372 the Union's grievance officer, and other such person(s) the Department Head (or
373 other appropriate administrative representative) deems appropriate. This meeting
374 shall be completed within ten (10) working days after the written notice of
375 grievance is filed.

376 If a mutually agreeable resolution is reached at this Step, the resolution shall be
377 reduced to writing and a copy provided to the grievant(s), the Union, the Dean,
378 and the Associate Vice President for Academic Human Resources.

379 If no mutually agreeable resolution is reached, the Department Head (or other
380 appropriate administrative representative) must present the reasons for denial of
381 the grievance in writing to the grievant(s), with a copy to the Union, the Dean and
382 the Associate Vice President for Academic Human Resources, within five (5)
383 working days following the Step I meeting.

384 2. Step II

385 If the grievance is not resolved at Step I, the Union may, within ten (10) working
386 days of the Step I response, appeal the grievance to the Dean of the College in
387 which the grievant(s) is employed (or other appropriate administrative
388 representative) with a copy to the grievant(s)'s Department Head (or other
389 appropriate administrative representative), and the Associate Vice President for
390 Academic Human Resources. Such appeal shall be made in writing, and shall set
391 forth the Union's objections to the Step I response.

392 The Dean (or other appropriate administrative representative) will schedule a
393 meeting with the Union to discuss the grievance with the grievant(s), the
394 grievance officer, Department Head and other such person(s) the Dean (or other
395 appropriate administrative representative) deems appropriate. This meeting shall
396 be completed within ten (10) working days after the grievance is appealed to Step
397 II.

398 If a mutually agreeable resolution is reached at this Step, the resolution shall be
399 reduced to writing and a copy provided to the grievant(s), the Union, the
400 Department Head, and the Associate Vice President for Academic Human
401 Resources.

402 If no mutually agreeable resolution is reached, the Dean (or other appropriate
403 administrative representative) must present the reasons for denial of the grievance
404 in writing to the grievant(s), with a copy to the Union, the Department Head and
405 the Associate Vice President for Academic Human Resources, within five (5)
406 working days following the Step II meeting.

407 3. Step III

408 If the grievance is not resolved at Step II, the Union may, within ten (10) working
409 days of the Step II response, appeal the grievance to the Associate Vice President
410 for Academic Human Resources with a copy to the Dean and the Department
411 Head (or other appropriate administrative representative(s)). Such an appeal shall
412 be made in writing, and shall set forth the Union's objections to the Step II
413 response.

414 The Associate Vice President for Academic Human Resources (or their designee)
415 will schedule a meeting with the Union to discuss the grievance with the
416 grievant(s), the grievance officer, the Department Head, the Dean and other such
417 persons the Associate Vice President for Academic Human Resources deems
418 appropriate. This meeting shall be completed within ten (10) working days after
419 the grievance is appealed to Step III.

420 If a mutually agreeable resolution is reached at this Step, the resolution shall be
421 reduced to writing and a copy provided to the grievant(s), the Union, the

422 Department Head, the Dean and other appropriate administrative
423 representative(s).

424 If no mutually agreeable resolution is reached, the Associate Vice President for
425 Academic Human Resources (or their designee) must present the reasons for
426 denial of the grievance in writing to the grievant(s) with a copy to the Union, the
427 Department Head and the Dean (or other appropriate administrative
428 representative(s)) within five (5) working days following the Step III meeting.

429 4. Step IV – Arbitration

430 If the grievance is not resolved at Step III, the Union may submit the grievance to
431 final and binding arbitration. Within ten (10) working days of the Step III
432 response, the Union shall provide written notice to the Associate Vice President
433 for Academic Human Resources of its intention to submit the dispute to
434 arbitration. No new claims may be submitted to arbitration.

435 The Associate Vice President for Academic Human Resources (or their designee)
436 and the Union’s grievance officer will first attempt to select a mutually agreeable
437 neutral person to arbitrate the dispute. The Union shall notify the mutually
438 agreeable neutral person within thirty (30) calendar days after selection and
439 provide a copy of the notice to the Associate Vice President for Academic Human
440 Resources. If not notified and copied within thirty (30) calendar days after the
441 selection the grievance shall be barred.

442 If the parties are unable to agree upon a neutral person, the selection shall be
443 made in accordance with the rules of the American Arbitration Association
444 (AAA). Submission to the American Arbitration Association shall be written and
445 filed by the Union, with simultaneous written notice to the Associate Vice
446 President for Academic Human Resources. If not filed and noticed within thirty
447 (30) calendar days after the receipt of the Step III disposition, the grievance shall
448 be barred.

449 **E. The Arbitration Hearing and the Arbitrator’s Decision and Award**

450 Procedural issues not otherwise covered by this Agreement with respect to the conduct of
451 the hearing, subpoenas, adjournments, etc., shall be referred to the Arbitrator who shall
452 decide same based upon the then current rules of the American Arbitration Association.

453 The Arbitrator shall have no power to add to, subtract from, or modify the terms of this
454 Agreement, nor shall they exercise any responsibility or function of the Employer or the
455 Union. This is not intended to restrict the authority of the Arbitrator to the determination
456 of issues of procedural compliance only, and they shall have the authority to determine
457 substantive questions properly presented in accordance with the terms of the Grievance
458 Procedure. The decision of the Arbitrator shall be final and binding on both parties and
459 may be enforced in any court of competent jurisdiction. The parties shall bear their own

460 expenses individually and share the Arbitrator's fee and expenses equally.

461 **ARTICLE XII. STRIKES AND LOCKOUTS**

462 It is agreed that on the part of the Union, there shall, during the term of this Agreement, be no
463 strike, stoppage of work or slowdown, and on the part of the Employer, no lockout.

464 In the case of any strike or other suspension of work by Employees that has not been authorized
465 by the Union, its officers or agents, the Employer agrees that such violation of this Agreement
466 shall not cause the Union, its officers or agents to be liable for damages, provided that the Union
467 complies fully with the following:

468 • The Union's obligation to take action shall commence immediately upon receipt of notice
469 from the Employer that a violation has occurred.

470 • Immediately upon receipt of such notice, the responsible Union representative shall
471 immediately talk with those Employees responsible for or participating in such violation,
472 stating to them that:

473 – Their action is in violation of the Agreement, subjecting them to discharge or
474 discipline.

475 – The Union has not authorized the strike or suspension of work and does not approve
476 or condone it.

477 – The Union instructs the Employees to immediately return to their respective jobs, and
478 submit any grievances they may have through the Grievance Procedure provided for
479 in this Agreement.

480 **ARTICLE XIII. SPECIAL CONFERENCES**

481 At the request of the Union or the Employer, the parties shall confer at such reasonable times as
482 both parties shall agree to consider problems in implementing this Agreement and matters of
483 mutual concern.

484 Any agreements reached in such conferences shall be reduced to writing and signed by the
485 parties.

486 All such conferences shall be arranged through the President of the Union and the Associate
487 Vice President for Academic Human Resources, or their respective designated representatives.

488 **ARTICLE XIV. APPOINTMENTS AND WORKLOAD**

489 **A. Nature of the Employment Relationship**

490 The parties understand and agree that Employees are a part of a larger community who
491 provide services that enhance the total learning environment. Subject to the provisions
492 herein, Employees shall not have priority for teaching, writing center assignments, or
493 library assignments over others employed by Eastern Michigan University.

494 **B. Posting**

495 Prior to hiring any new Employee, the University shall, whenever practicable, post the
496 position using the Employer's web-based recruiting system. The posting will list the
497 minimum qualifications necessary for a candidate to be considered for the position, and
498 will include a general description of the responsibilities of the position(s).

499 Whenever practicable, postings will be open for at least ten (10) consecutive business
500 days prior to an offer being made to a candidate. A single posting may result in an offer
501 made to one or more candidates.

502 A link to the web-based recruiting system will be provided on the Academic Human
503 Resources website.

504 **C. Schedules and Assignments**

505 The Employer shall determine employee assignments and schedules, in all academic
506 terms (Fall, Winter, Summer) and in all academic departments. Decisions to offer or
507 delete courses because of anticipated or actual enrollment changes, the reallocation of
508 personnel, equipment, space and/or operating budgets, or shifting philosophies regarding
509 the priority of one course of study over another are but a few of the reasons that the
510 Employer, if it elects to revise its course offerings, may adversely affect the schedules
511 and assignments of Employees. In addition, based on the qualifications of the Employee,
512 the Employer shall determine the teaching assignment of each Employee including, but
513 not limited to, the courses to be taught, and the days, times, locations (on and off campus)
514 and modality of such courses.

515 In any event, such decisions by the Employer shall be recognized as decisions that fall
516 within the Employer's right to manage subject to the provisions herein.

517 Courses identified as part of an Employee's teaching load may include classes offered
518 through more than one department, at various locations (on-campus as well as off-
519 campus), various times (weekdays as well as weekends), and various modalities (e.g., in-
520 person, on-line and hybrid) except those classes identified as non-traditional (defined in
521 Section H below).

522

523 All Employees shall be assigned a home department by the Employer. Employees cannot
524 work in more than one (1) academic unit without advanced written approval of the
525 applicable Department Heads and the Associate Vice President for Academic Human
526 Resources. Part-Time Lecturers working in more than one academic unit will be
527 assigned a distinct rank in each academic unit.

528 Employees shall not be required to be on campus during official University holidays, the
529 Thanksgiving Recess, Winter Recess, Spring Recess, and Christmas and New Year's
530 season days.

531 **D. Appointments and Reappointments for Full-Time Lecturers**

532 1. General

533 The minimum requirements for a Full-Time Lecturer appointment is a Master's
534 degree. In certain circumstances a Bachelor's degree plus thirty (30) graduate
535 credit hours in a discipline directly related to the Employee's teaching
536 assignment, or equivalent experience as recommended by the Department Head,
537 and approved by the Associate Vice President of Academic Human Resources.

538 Upon initial hire, a Full-Time Lecturer shall be provided with a written offer
539 letter. The offer letter will describe the specific work to be performed, the initial
540 salary, the period of time for the work to be performed, specific responsibilities
541 and duties, a link to this collective bargaining agreement and other terms the
542 Employer deems appropriate. The appointment letter shall be signed by the
543 Department Head, or other authorized representative of the Employer, and include
544 a date by which the Full-Time Lecturer shall return a signed copy of the
545 appointment letter as an acceptance of the terms.

546 2. Workload for Full-Time Lecturers

547 a. Standard Workload

548 The standard workload for a Full-Time Lecturer is as follows:

549 (1) For those assigned to classroom teaching, the workload shall be
550 fifteen (15) credit hours for each of the Fall and Winter semesters.

551 (2) For those assigned to the Library, the workload shall be thirty-
552 seven and one-half (37-½) scheduled hours per week for each of
553 the Fall and Winter semesters.

554 (3) For those assigned a combination of classroom teaching and other
555 instructional assignments, workload shall be specified in their
556 assignment letter and approved by Academic Human Resources.
557 This includes adjustments in accordance with any accreditation

558 standards adopted by the Employer.

559 The parties further agree that it is anticipated that owing to the credit hours
560 assigned some courses, Full-Time Lecturer schedules may require
561 assigning them a load greater than fifteen (15) credit hours in one semester
562 and off-setting that assignment with a commensurately lower teaching
563 load in the other semester. It is further understood that such balancing of
564 loads must occur within a single academic year (i.e., Fall and Winter
565 semester). Pro-rata adjustments shall be made in a Full-Time Lecturer's
566 base compensation to reflect the variances both above and below the
567 standard thirty (30) hour load per academic year.

568 Employees shall not be assigned independent studies and related courses
569 and awarded load or overload compensation except as approved by the
570 Dean and Academic Human Resources.

571 During each year of their appointment, Full-Time Lecturers will receive
572 teaching assignments during the base academic year (Fall and Winter
573 semesters). Assignments beyond the base academic year (e.g., Summer
574 term teaching assignments, etc.) shall be at the sole discretion of the
575 Employer. Such additional work assignments shall not be subject to the
576 grievance and arbitration provisions of this Agreement.

577 b. Non-Standard Workload for Full-Time Lecturers

578 There are times when the Department Head, Dean or supervising
579 administrator, with the approval of Academic Human Resources, may
580 compensate a Full-Time Lecturer for duties that are not traditionally
581 considered instructional and are outside the standard workload described
582 in Section D.2.a. of this Article. Examples of this work could include, and
583 are not limited to, coordinating assessment, managing multiple lab
584 sections, placement of student teachers and program coordination. The
585 Full-Time Lecturer can choose to accept or reject this assignment without
586 consequence.

587 If the Employer offers such work and if the Full-Time Lecturer accepts the
588 assignment the Full-Time Lecturer's standard workload shall be
589 appropriately reduced or additional compensation shall be offered
590 equivalent to the time commitment of the work as determined by the
591 Employer.

592 If the Full-Time Lecturer accepts these non-standard assignments, a
593 description of the duties, performance expectations, time duration of the
594 non-standard assignment and the equivalent course load of the duties shall
595 be specified in the appointment letter to the Full-Time Lecturer.

596 3. Promotion for Full-Time Lecturers

597 There are three (3) ranks for Full-Time Lecturers: Assistant Full-Time Lecturer,
598 Associate Full-Time Lecturer and Senior Full-Time Lecturer. The initial
599 appointment for a Full-Time Lecturer shall be at the rank of Assistant Full-Time
600 Lecturer.

601 The appointment and reappointment process for a Full-Time Lecturer is as
602 follows:

603 a. Appointment as an Assistant Full-Time Lecturer

604 (1) Initial Two Year Appointment

605 Assistant Full-Time Lecturers are initially provided a two year
606 appointment. There will be a presumption of rehire subject to
607 successful completion of the appointment, a successful evaluation
608 per Article XVII, the availability of work, and other terms and
609 conditions of this Agreement. However, the presumption of rehire
610 during this period does not preclude the possibility of termination
611 for just cause, or any other conditions of non-reappointment as
612 specified in this Agreement.

613 The initial appointment as an Assistant Full-Time Lecturer shall be
614 on a probationary basis and extend from one week prior to the start
615 of the academic year to the end of the academic year, for a period
616 of two successive academic years.

617 Individuals who are appointed Assistant Full-Time Lecturers and
618 commence work at Eastern Michigan University after October 15
619 of a Fall semester (including appointments beginning in Winter
620 semester) shall have their initial appointments defined in their
621 appointment letters. The duration of said appointments shall not
622 exceed two years. An Assistant Full-Time Lecturer whose
623 evaluation does not meet expectations at the end of the second year
624 will not be reappointed.

625 (2) Three Year Re-Appointment

626 Following the successful completion of both the Initial Two Year
627 Appointment and the evaluation as described in Article XVII, the
628 Assistant Full-Time Lecturer will be provided a three (3) year re-
629 appointment, extending from one week prior to the start of the
630 academic year to the end of the academic year, for a period of three
631 successive academic years.

632 The Assistant Full-Time Lecturer will be provided notice of this
633 three year re-appointment on or before April 30 of the second year
634 of their Initial Two Year Appointment.

635 b. Appointment as an Associate Full-Time Lecturer

636 After five (5) years as an Assistant Full-Time Lecturer and the successful
637 completion of a Full Evaluation, Assistant Full-Time Lecturer will be
638 promoted to Associate Full-Time Lecturer with the appropriate
639 compensation increases as outlined in Article XVII, "Compensation".

640 The Assistant Full-Time Lecturer will be provided a notice of continuing
641 appointment and notice of promotion to Associate Full-Time Lecturer on
642 or before April 30 of the third year of their Three-Year Re-Appointment.
643 The promotion will be effective at the start of the following academic
644 year.

645 c. Appointment as a Senior Full-Time Lecturer

646 After five (5) years as an Associate Full-Time Lecturer and successful
647 completion of a Full Evaluation, Associate Full-Time Lecturers will be
648 promoted to Senior Full-Time Lecturer with the appropriate compensation
649 increases as outlined in Article XVII, "Compensation".

650 The Associate Full-Time Lecturer will be provided a notice of promotion
651 to Senior Full-Time Lecturer on or before April 30 of the fifth year of their
652 Associate Full-Time Lecturer Appointment. The promotion will be
653 effective at the start of the following academic year.

654 4. Priority for Full-Time Lecturer Retention

655 In order to retain Full-Time Lecturers the Employer shall reassign work from
656 Part-Time Lecturers in the Department provided: a) the Full-Time Lecturer is
657 qualified to teach the course(s), as determined by the Department Head; and, b)
658 the assignment of the course(s) can be completed prior to the first day of class.

659 If the provisions above are insufficient to maintain a Full-Time Lecturer at 100%
660 of load, the following process shall be followed:

661 a. The Assistant Full-Time Lecturer with the fewest years of service in a
662 department shall have their load reduced based on available courses.

663 b. This process would repeat as needed for the next Assistant Full-Time
664 Lecturer with the fewest years of service until there are no remaining
665 Assistant Full-Time Lecturers.

- 666 c. The Associate Full-Time Lecturer with the fewest years of service in a
667 department shall have their load reduced based on available courses.
- 668 d. This process would repeat as needed for the next Associate Full-Time
669 Lecturer with the fewest years of service until there are no remaining
670 Associate Full-Time Lecturers.
- 671 e. The Senior Full-Time Lecturer with the fewest years of service in a
672 department shall have their load reduced based on available courses.
- 673 f. This process would repeat as needed for the next Senior Full-Time
674 Lecturer with the fewest years of service until there are no remaining
675 Senior Full-Time Lecturers.

676 As a result of this process, Full-Time Lecturers whose assignments are reduced
677 below 60% and cannot be restored by the end of the academic year, will be
678 appointed as PTL3Hs in the next academic year in their respective home
679 departments, if courses become available and they are qualified to teach the
680 course(s). The compensation for such PTL3H shall be prorated based on their
681 Full-Time Lecturer salary and shall not be less than the Part-Time Lecturer
682 minimum pay rate. If, within two (2) years, the PTL3H can be assigned a 60%
683 workload, the PTL3H shall be reappointed as a Full-Time Lecturer at their most
684 recent rank and the same salary they would have received if not reassigned as a
685 PTL3H.

686 Voluntary reductions in a Full-Time Lecturers workload must be approved by the
687 Dean and Academic Human Resources.

688 The priority for retention provisions herein shall have no effect on the teaching
689 loads of Graduate Teaching Assistants, Doctoral and Post-Doctoral Fellows,
690 Visiting Professors, Exchange Professors, Visiting Scholars, Faculty Members
691 represented by the AAUP, individuals holding administrative or joint
692 appointments or individuals whose appointments otherwise require teaching or
693 other instructional related tasks, Department Heads, supervisors and all other
694 individuals outside the bargaining unit, who shall have priority for retention over
695 all members of the Bargaining Unit.

696 **E. Appointments of Part-Time Lecturer**

697 1. General

698 Full-Time Lecturers in the Department must be assigned courses before Part-Time
699 Lecturers.

700 An offer to appoint a Part-Time Lecturer is determined by the Employer and shall
701 consider things such as: a) qualifications and suitability for the stated

702 requirements of the appointment, b) rank of the Part-Time Lecturer, and c)
703 availability.

704 The minimum requirements for appointment to Part-Time Lecturer is a Bachelor's
705 degree plus thirty (30) graduate credit hours in a discipline directly related to the
706 employee's teaching assignment, or equivalent as recommended by the
707 Department Head and approved by the Associate Vice President of Academic
708 Human Resources.

709 Due to the fluctuating nature of Employer needs, Part-Time Lecturers do not have
710 reasonable assurance of rehire. Subject to the provisions of this agreement, final
711 determination regarding appointments and assignments shall be at the discretion
712 of the Employer.

713 Qualifications for appointments and course assignments can be based on a variety
714 of considerations that could include expertise, experience (subject matter,
715 teaching and modality), suitability, and/or performance relevant to the assignment
716 in question, as determined by the Department Head. Considerations may include,
717 but are not limited to:

718 a. Relevant graduate coursework, graduate teaching experience, professional
719 experience, or academic degree in the subject matter area.

720 b. Suitability for teaching a course can include teaching a comparable course
721 or course content, demonstrated experience with similar population of
722 students (e.g., developmental to graduate levels), or modes of instruction
723 (e.g., field, lab-based or online).

724 c. Teaching courses once does not guarantee future assignments of the
725 course.

726 A Part-Time Lecturer will be provided an offer letter for each semester's
727 employment that will detail the course(s) assigned, the course schedule(s), salary,
728 and specific responsibilities and duties of the position and other terms the
729 Employer deems appropriate. The offer letter shall include a link to this
730 collective bargaining agreement. The offer letter shall be signed by the
731 Department Head or other authorized representative of the Employer. The Part-
732 Time Lecturer shall accept the terms of the offer letter by signing and returning a
733 copy of the offer letter on or before the date specified in the letter. In all
734 circumstances, the Part-Time Lecturer shall have five (5) working days to respond
735 to the offer letter. Part-Time Lecturers shall not be considered hired until all steps
736 in the hiring process are completed. Failure to complete the hiring process in a
737 timely manner will result in delays in payroll processing and may result in the
738 withdrawal of the offer.

739 2. Part-Time Lecturer Ranks

740 A system of employment with three (3) ranks is provided for Part-Time Lecturers
 741 under this Agreement: PTL1, PTL2, and PTL3. In the Colleges, PTL3 shall also
 742 have three subdivisions: PTL3L, PTL3M, and PTL3H. Part-Time Lecturers
 743 working in the Library and in the Writing Center will be classified according to
 744 PTL1, PTL2 or PTL3 only.

745 Appointments shall be at the PTL1 rank until the Part-Time Lecturer qualifies for
 746 a promotion. Appointments at the PTL1 rank shall be probationary. Each
 747 appointment as a PTL1 shall be for one (1) semester. Subject to the provisions of
 748 this agreement, the Employer shall have full discretion in deciding whether to
 749 reappoint a PTL1.

750 Part-Time Lecturers who have met or exceeded expectations in their most recent
 751 evaluations will be eligible for a promotion upon completion of the minimum
 752 number of credits and semesters taught according to the following tables. For the
 753 purposes of counting “semester employed”, any course or courses taught during
 754 any Fall or Winter semester will count as one (1) semester taught or employed.
 755 Summer semesters are not included in this calculation. Courses taught during the
 756 Summer are not included for purposes of rank.

757 Promotion Criteria for PTL1

Current Rank	Number of Semesters Taught in Current Rank	Sum of Credit Hours Taught while in Rank	New Rank
PTL1	4 (Fall, Winter)	4	PTL2

758 Promotion Criteria for PTL2

Current Rank	Number of Semesters Taught in Current Rank	Sum of Credit Hours Taught while in Rank	New Rank
PTL2	6 (Fall, Winter)	6	PTL3L
PTL2	6 (Fall, Winter)	36	PTL3M
PTL2	6 (Fall, Winter)	54	PTL3H

759 Promotion Criteria for PTL3

Current Rank	Number of Semesters Taught in Current Rank	Sum of Credit Hours Taught while in Rank	New Rank
PTL3L	6 (Fall, Winter)	36	PTL3M
PTL3L	6 (Fall, Winter)	54	PTL3H
PTL3M	6 (Fall, Winter)	54	PTL3H

760 Part-Time Lecturers working in the Library or Writing Center must meet the
761 number of semesters referenced in the above tables to promote from PTL1 to
762 PTL2 and PTL2 to PTL3.

763 3. Academic Hiring List for Part-Time Lecturers

764 Part-Time Lecturers shall be placed on an Academic Hiring List specific to their
765 Department after their second appointment to be eligible for future course
766 assignments.

767 Part-Time Lecturers eligible for an appointment will be notified via electronic
768 mail. Part-Time Lecturers must provide written notice of acceptance or rejection
769 of an appointment offer to the academic unit in a timely manner as defined in the
770 appointment letter, but in all circumstances shall have at least five (5) working
771 days to respond to the appointment notice.

772 When the Part-Time Lecturer meets the qualification for the course assignment, as
773 determined by the employer, the priority for course assignments is: PTL3s who
774 were Full-Time Lecturers have priority for course assignments over other PTL3s.
775 PTL3s have priority for course assignment over PTL2s and PTL2s have priority
776 for course assignments over PTL1s. There shall be no priority for course
777 assignments for PTL1s.

778 Part-Time Lecturers assigned to the Library and Writing Center shall have the
779 following priority for assignments: PTL3s who were Full-Time Lecturers have
780 priority for assignments over other PTL3s. PTL3s have priority for assigned
781 work over PTL2s and PTL2s have priority for assignments over PTL1s.

782 Part-Time Lecturers shall remain on the Academic Hiring List unless:

- 783 a. They were unsuccessful in their most recent evaluation resulting in
784 termination,
- 785 b. They declined an assignment for two consecutive semesters,
- 786 c. They have not received an appointment in two years, or
- 787 d. They do not respond timely to an appointment offer for two consecutive
788 semesters.

789 If a Part-Time Lecturer is hired after they are no longer on the Academic Hiring
790 List, they shall be considered a new hire at the PTL1 rank for all purposes.

Part-Time Lecturers on the academic hiring list shall continue to have access to
all EMU facilities and services on the same basis as all other employees.

- 791 4. Teaching Workloads for Part-Time Lecturers
- 792 Workloads for Part-Time Lecturers are:
- 793 a. There is no minimum teaching load for a PTL1.
- 794 b. PTL2s have a three (3) credit hour minimum teaching load for Fall and
795 Winter semesters, if courses are available.
- 796 c. PTL3Ls have a three (3) credit hour minimum teaching load for Fall and
797 Winter semesters, if courses are available.
- 798 d. PTL3Ms have a nine (9) credit hour minimum teaching load in Fall
799 semester and a six (6) credit hour minimum teaching load in Winter
800 semester, if courses are available.
- 801 e. PTL3Hs have a twelve (12) credit hour minimum teaching load in Fall
802 semester and a nine (9) credit hour minimum teaching load in Winter
803 semester, if courses are available.
- 804 f. A PTL2 or PTL3 may request in writing a teaching load below the
805 minimums.
- 806 g. Part-Time Lecturers can be assigned up to thirteen (13) credit hours a
807 semester. Part-Time Lecturers assigned thirteen (13) credit hours a
808 semester are not permitted to take on any additional employment with the
809 Employer.
- 810 h. Part-Time Lecturers only assigned work in the Library or Writing Center
811 shall be assigned less than 30 hours by the Employer.
- 812 i. One (1) hour worked in the Library or University Writing Center is
813 equivalent to one (1) hour of work.
- 814 j. Part-Time Lecturers assigned a combination of classroom teaching and
815 other instructional assignments or hourly work for the Employer, shall be
816 at the discretion of the Employer based on hours available, qualifications,
817 and Part-Time Lecturer rank, and limited to working less than thirty (30)
818 hours a week. The following table serves as a guideline for work
819 assignments:

Teaching (credit hour/semester)	Other Assignments/Work (hours per week)
0	29
1	27
2	25
3	23
4	20
5	18
6	16
7	14
8	11
9	9
10	7
11	5
12	2
13	0

820 For example, in a given semester, a Part-Time Lecturer teaching a three
821 (3) credit hour course is limited to working 23 hours in the University
822 Writing Center.

823 5. Priority Consideration for Hiring Part-Time Lecturers

824 When the Employer determines courses are available to be assigned to a Part-
825 Time Lecturer the Department shall prioritize hiring by assigning courses in the
826 following order:

- 827 a. All PTL3s (L, M and H) are assigned one course in any order.
- 828 b. PTL3Ms and PTL3Hs are assigned a second course in any order.
- 829 c. PTL3Hs are assigned a third course.
- 830 d. PTL3Ms and PTL3Hs are assigned an additional course, if necessary, to
831 meet credit hour minimums.
- 832 e. PTL2s are assigned a three (3) credit hour minimum.
- 833 f. Additional courses are offered to PTL3s and then 2s.
- 834 g. Additional courses are assigned to Employees, including PTL1s and new
835 hires.
836

837
838 Notwithstanding the foregoing, no Part-Time Lecturer shall be assigned a
839 workload greater than thirteen (13) credit hours pers semester.

840
841 If, after the foregoing assignments have been completed and appointment letters
842 have been signed, a Part-Time Lecturer is subsequently laid off, the affected Part-
843 Time Lecturer shall have priority for additional courses that become available
844 during the affected semester up to their original workload assignment.

845 **F. Modification of Assignments**

846 The parties recognize and agree that there are numerous factors that make it difficult for
847 the Employer to conclusively establish load for Employees in advance of the beginning
848 of classes.

849 Understanding that such factors exist, and at the same time attempting to provide early
850 notification to Employees, the parties understand and agree that, subject to the provisions
851 of this Agreement, any Employee's assignment may be changed or cancelled, in whole or
852 in part, by the Employer at any time. In those circumstances in which the Employer
853 changes or cancels, in whole or in part, an Employee's assignment, the Employer agrees
854 to inform Employees and the Union of said action and follow the processes outlined in
855 this Article for retention and course assignment.

856 If the Full-Time Lecturer's assignment is changed or cancelled, in whole or in part, so
857 that the Full-Time Lecturer loses total access to health insurance benefits under this
858 Agreement, the Employer will inform the Full-Time Lecturer and the Union, in writing,
859 of the reasons for the alteration or cancellation of the assignment.

860 **G. Credit Hour Equivalencies**

861 For the purposes of determining workload, some specialized courses exist where the
862 credit hours of the course do not reflect the workload of the course. Credit hour
863 equivalencies will be used for determining workload for these courses. Only the
864 following equivalencies shall be used in determining the workload:

Course Type	Measure	Equivalency
In-Person and Synchronous Labs (LAB, ELB, DLB, HLB, ELL, LLA, HLL, SL, SLO)	Contact hours	1 contact hour = 1.0 credit hours
Online Asynchronous Labs and Studios	Credit hours	0 credit hour lab/studio = 1 credit hour
In-Person Art Studio (ST, DST)	Contact hours	1 contact hour = 0.8 credit hours
Applied Music and Music Studio (AMS, AMU)	Number of students	1 student = 0.67 credit hours
Music Techniques & Ensembles (MT, ENS)	Contact hours	1 contact hour = 0.75 credit hours
Supervision of Student Teaching (EDUC)	Number of students	1 student = 0.55 credit hours

865 **H. Non-Traditional Courses**

866 The Employer and the Union are committed to providing quality educational
867 opportunities to our diverse student population, recognizing that in certain cases,
868 delivering programs and classes in non-traditional ways may be necessary. Some
869 examples of non-traditional courses include classes taught in a compressed format
870 (classes less than three [3] weeks), classes taught during inter-sessions or University
871 breaks, classes taught overseas (study abroad), non-credit courses, workshops, and
872 courses taught for specialized groups and not available to the entire student body.

873 Non-traditional course assignments are made at the sole discretion of the Employer.

874 Non-traditional courses will not be assigned as part of a Full-Time Lecturer's standard
875 load. Non-traditional courses assigned to Part-Time Lecturers shall be in accordance
876 with the limits and specifications outlined above.

877 Compensation for non-traditional courses will be specified in the offer letter and is
878 dependent on the scope of the non-traditional course.

879 **I. Conditions of Employment**

880 Any terms and conditions in an Employee's offer letter beyond those provided by this
881 Agreement shall be approved by Academic Human Resources and a copy provided to the
882 Union. Any extension(s) or modification(s) of any appointment(s) that include terms and
883 conditions of employment beyond those provided by this Agreement, and/or any special
884 understandings, shall also be stated in writing, and a copy provided to the Employee and
885 the Union.

886 **ARTICLE XV. RESPONSIBILITIES AND PROFESSIONAL DEVELOPMENT**

887 **A. Employee Responsibilities**

888 The primary professional responsibility of the Employee is teaching, professional Library
889 service, University Writing Center support and supervising student teachers.

890 Professional responsibilities may include a number of particular obligations which
891 Employees are expected to fulfill, including but not limited to: meeting with students
892 during and outside of assigned classes, assessing student work and performance,
893 preparing course materials, providing copies of course materials to their supervisor on
894 request, and assigning and submitting grades in accordance with established Employer
895 schedules.

896 A syllabus is required to be prepared for each assigned course in accordance with
897 Employer requirements. The Employee is required to provide the Department Head with
898 a copy of the syllabus to be used in each course they are scheduled to teach preceding the
899 commencement of a class. In cases of late course assignment(s), the Employee shall have
900 five (5) working days to provide the Department Head a syllabus. Substantive revisions
901 to the syllabus shall be provided to the Department Head within five (5) days of the
902 revision.

903 **B. Full-Time Lecturer Annual Activity Report**

904 By no later than October 15th of each academic year every Full-Time Lecturer shall
905 complete and submit an electronic Annual Activity Report to their Department Head.

906 The Annual Activity Report shall include a summary list of courses taught in the previous
907 year and a summary list of professional development or other activities related to job
908 performance that the Employee engaged in during the previous year. The information
909 contained in the Annual Activity Report shall provide the basic data for subsequent
910 evaluations. All Annual Activity Reports for the period under review shall be
911 considered for Full-Time Lecturer Full Evaluation.

912 **C. Office Hours**

913 Office hours must be scheduled at times and modality most beneficial to students, and
914 must be approved by the Department Head.

915 Full-Time Lecturers shall post and regularly hold five (5) scheduled office hours per
916 week for student consultation. Additionally, Full-Time Lecturers must make themselves
917 available to students five (5) hours per week outside normal office hours for consultation.
918 Full-Time Lecturers on less than 100% appointment shall have office hours prorated
919 accordingly.

920 Part-Time Lecturers shall be available for student consultations.

921 **D. Intellectual Property**

922 Employees who develop materials for classes, including online classes, retain all rights of
923 ownership of the materials so developed. The Employee certifies that all appropriate
924 copyrights were observed. At the Employee's option, they may sign over the online class
925 materials to the Employer. Employees will receive no stipends to develop courses or
926 grading stipends to teach more students than allowed by the course cap.

927 **E. Employer Responsibilities**

928 To facilitate the completion of these professional responsibilities, the Employer will
929 provide without cost to all Employees a designated workspace with computer and phone.
930 In departments or units where Employees have access to office space, they will continue
931 to have access to office space. Full-Time Lecturer will participate in the Computer
932 Refresh Program on the same basis as Faculty. Departmental mailbox, library privileges,
933 e-mail account, the use of printing, scanning, and copy machines for instructional
934 materials used for EMU courses, office supplies necessary to perform instructional
935 responsibilities, and opportunities for professional development shall be provided by the
936 Employer.

937 Each Employee will be provided the Employer's IT services based on Employer policy.
938 The Employer will make reasonable efforts to ensure that Employees have access to
939 computers for classroom use.

940 Employees will be provided with clerical assistance consistent with normal practices of
941 their department.

942 **F. Notification to Employees**

943 The following procedures shall satisfy notification requirements in this Agreement.

944
945 1. Personal Delivery to an Employee

946
947 Delivery of written notice to an Employee means: (1) handing it to the Employee
948 or (2) leaving it at their last known residence with some person of suitable age
949 and discretion residing therein.

950 2. Email

951 Unless notification is specifically required by mail or personal delivery,
952 notification may be sent by email to the Employee's official university email
953 address.

954 3. Mail

955 Mailed to the Employee's last known residence by regular First Class mail.
956 Notification by mail shall be deemed to have occurred as of the date posted by the
957 United States Postal Service.

958 **G. Professional Development**

959 Professional development activities may include, but are not limited to, advanced course
960 work and continuing education in instruction in the Employee's discipline or area of
961 specialization.

962 Professional development opportunities that are provided by EMU, its colleges,
963 departments, sections, or programs, such as workshops, institutes, training sessions, or
964 other professional development opportunities shall be made available to Employees at the
965 same basis they are made available to Faculty, as the University deems appropriate and
966 relevant to members of the unit. This includes equal access, notification, invitation to
967 attend, and distribution of honoraria, stipends and funding for participation in the above,
968 equivalent to other University employees.

969 **H. Distinguished Lecturer Award**

970 It is hereby agreed by and between the Employer and Union that the Employer shall
971 adopt a Distinguished Lecturer Award program for Employees. Awards shall be in the
972 amount of \$3,500. The Employer shall adopt two (2) Distinguished Lecturer Awards for
973 Employees. The Union shall establish the criteria, application procedures, and applicant
974 screening process, and will make final award recommendations to the Assistant Vice
975 President for Academic Affairs.

976 **ARTICLE XVI. EVALUATION AND PROMOTION**

977 All Employees shall be subject to evaluation by the Employer. The areas of evaluation include
978 teaching and other assigned work. The teaching evaluation of Employee performance will
979 include student evaluations, course materials and classroom observations. The evaluation of
980 other assigned work of the Employee will include appropriate documentation as indicated in this
981 Article, and as applicable to the discipline and other assigned work.

982 For all evaluations and for the purposes of determining an Employee's eligibility for promotion,
983 only work completed since the last evaluation, or the date of the Employee's first term
984 appointment, whichever is most recent, shall be evaluated.

985 Evaluations will normally follow the procedures established below. In unique circumstances,
986 Department Heads may amend the evaluation procedure below to reflect department operations.
987 These amended procedures shall be subject to approval by the Assistant Vice President of
988 Academic Human Resources and the Union. Employees impacted by the amended procedures
989 will be notified of the approved changes.

990 In cases where Student Evaluations and/or Classroom Observations do not apply, for example
991 Employees assigned to the Library, professional performance shall be the equivalent of
992 instructional effectiveness, as determined by the Department Head.

993 The Employee will be notified in their appointment letter if a department uses discipline specific
994 measures to assess performance (e.g., accreditation standards, licensing requirements).
995 Subsequent changes to these measures will be provided to the Employee through revised
996 appointment letters.

997 Evaluations conducted under this agreement can have the following outcomes:

- 998 • Exceeds expectations
- 999 • Meets expectations
- 1000 • Does not meet expectations

1001 An evaluation shall be considered successful if an Employee achieves a rating of “meets
1002 expectations” in student evaluations, classroom materials and classroom observations. If
1003 applicable, applicants must provide evidence having maintained accreditation and licensing
1004 requirements in their discipline.

1005 **A. Evaluation Procedures**

1006 There are two types of evaluations: Periodic Evaluations and Full Evaluations. Full-Time
1007 Lecturers are evaluated using both Periodic and Full Evaluation processes. Part-time
1008 Lecturers are evaluated using the Periodic Evaluation process.

1009 1. Periodic Evaluations

1010 a. Frequency of Periodic Evaluations

1011 (1) Full-Time Lecturers

1012
1013 Full-Time Lecturers will undergo a Periodic Evaluation in the
1014 fourth semester of their Initial Two Year Appointment. Full-Time
1015 Lecturers will have the choice to undergo a Periodic Evaluation or
1016 a Full Evaluation in the fifth year after their promotion to
1017 Associate Full-Time Lecturer and every five (5) years thereafter.

1018 (2) Part-Time Lecturers

1019 Periodic Evaluations shall be performed for Part-Time Lecturers as
1020 follows:

1021 (a) In their second appointment.

1022 (b) In their fourth appointment.

1023 (c) In the sixth semester after the fourth appointment and every
1024 sixth semester thereafter.

1025 Part-Time Lecturers who successfully complete a Periodic
1026 Evaluation in their fourth appointment and beyond shall be
1027 promoted according to Article XIV, "Appointments and
1028 Workload".

1029 b. Periodic Evaluation Materials

1030 Periodic Evaluations require that Employees submit materials as described
1031 below to the Department Head by October 15th (Fall appointment) or
1032 February 1st (Winter appointment) of the appointment that triggers the
1033 evaluation.

1034 Full-Time and Part-Time Lecturers shall electronically submit the
1035 following material to the Department Head by the dates indicated above:

1036 (1) Cover page (found on Academic Human Resources website)

1037 (2) Curriculum vita

1038 (3) Course materials for each course taught over the evaluation
1039 period.

1040 (a) Course syllabi are required for each unique course taught
1041 and any significant revisions to course syllabi.

1042 (b) Employees are expected to include a representative sample
1043 of assignments, exams, or other supportive material that
1044 demonstrates the Employee's teaching effectiveness and
1045 approach to teaching.

1046 (4) Student evaluations. Student Evaluations shall be conducted
1047 in accordance with Eastern Michigan University policy.
1048 Employees shall be responsible for retaining each course's
1049 Student Evaluation electronic file for the period of time that
1050 they are applicable to future evaluations of the Employee.

1051 (5) Other assigned work (if applicable). Instructional
1052 responsibilities not directly involving classroom teaching
1053 shall be supported by documentation that shows evidence of
1054 the Employee's effectiveness in performing the
1055 responsibilities specified in their assignment letter(s).

- 1056 2. Full Evaluations of Full-Time Lecturers
- 1057 a. Frequency of Full Evaluations
- 1058 Full Evaluations are conducted at the end of the Three Year Re-
1059 Appointment term. Every five (5) years thereafter Full-Time Lecturers
1060 have the choice to be evaluated under a Periodic Evaluation or a Full
1061 Evaluation. Full-Time Lecturers who successfully complete a Full
1062 Evaluation shall receive the appropriate promotion and/or salary
1063 adjustment.
- 1064 b. Full Evaluation Materials
- 1065 It is the responsibility of each Full-Time Lecturer to clearly and explicitly
1066 document in their evaluation material both the quantity and quality of their
1067 activities over the last five (5) years. Full Evaluations require that the
1068 Full-Time Lecturer submit electronic evaluation materials, as detailed
1069 below, to the Department Head by October 15th of the academic year of
1070 evaluation.
- 1071 Full Evaluation materials for Full-Time Lecturers shall include the
1072 following:
- 1073 (1) Cover page (found on Academic Human Resources website)
- 1074 (2) Curriculum vita
- 1075 (3) Narrative Statement. The narrative statement should explain
1076 how and to what extent the Full-Time Lecturer has performed
1077 the duties outlined in their appointment letter. Examples
1078 include a reflection on their teaching and student evaluations,
1079 a reflection on their instructional responsibilities not directly
1080 involving classroom teaching, efforts to stay current within
1081 the discipline, and the pedagogical innovations the Full-Time
1082 Lecturer has implemented.
- 1083 (4) Course Materials for each different course taught over the
1084 period the evaluation period.
- 1085 (a) Course syllabi are required for each unique course taught
1086 and any significant revisions to course syllabi.
- 1087 (b) Full-Time Lecturers are expected to include a
1088 representative sample of assignments, exams, or other
1089 supportive material that demonstrates the Employee's

- 1090 teaching effectiveness and approach to teaching.
- 1091 (5) Student evaluations. Student Evaluations shall be conducted
1092 in accordance with Eastern Michigan University policy.
1093 Employees shall be responsible for retaining each course's
1094 Student Evaluation electronic file for the period of time that
1095 they are applicable to future evaluations of the Employee.
- 1096 (6) Other assigned work (if applicable). Instructional
1097 responsibilities not directly involving classroom teaching
1098 shall be supported by documentation that shows evidence of
1099 the Full-Time Lecturer's effectiveness in performing the
1100 responsibilities specified in their assignment letter(s).
- 1101 (7) Extraordinary Achievement. The Full-Time Lecturer may
1102 include discussion or evidence of service or professional
1103 development beyond that which is directly related to the Full-
1104 Time Lecturer's teaching assignment. Such discussion or
1105 evidence shall be taken into account by the Department Head,
1106 but shall not result in an overall negative review.

1107 3. Off-Cycle Periodic Evaluation

1108 An off-cycle Periodic Evaluation can be initiated based on concerns by the
1109 Department Head in consultation with the College Dean (or the appropriate
1110 academic administrators). The Department Head will notify the Employee in
1111 writing within thirty (30) calendar days of when the Department Head first
1112 becomes aware of the concern, with copy to Academic Human Resources and the
1113 Union. Such evaluations will follow the Periodic Evaluation procedures. Dates
1114 and times for the submission of materials and Department Head responsibilities
1115 will be adjusted, as applicable, depending on the timing of the off-cycle Periodic
1116 Evaluation and shall be specified in the written notification to the Employee.

1117 **B. Department Head Responsibilities**

1118 1. Notification

1119 Department Heads shall notify Employees scheduled for evaluation within the
1120 first two weeks of the semester in which they are being evaluated with details
1121 regarding the evaluation process and material required to be submitted for the
1122 evaluation with a copy to the Union.

1123 2. Classroom Observations

1124 The Department Head, or suitable designee, shall conduct classroom observations

1125 during all Periodic and Full Evaluations of an Employee. Prior to the
1126 appointment of a designee, the Department Head shall discuss the selection of the
1127 designee with the Employee. Classroom observations shall be scheduled with
1128 reasonable advance notice of no less than ten (10) working days. Results of
1129 classroom observations shall be discussed and provided to the Employee in
1130 written format during the meeting with the Department Head described below.
1131 Classroom observations may be waived for one (1) credit courses and off-campus
1132 courses where direct observation is not feasible.

1133 3. Meetings

1134 Department Heads are responsible for meeting with Employees for both Periodic
1135 and Full Evaluations to discuss the Employee's performance.

1136 In preparation for the meeting, the Department Head will review the evaluation
1137 materials submitted by the Employees, review student evaluations for the period
1138 of the evaluation and prepare the written results of the classroom observation.

1139 Meetings will focus primarily on an Employee meeting expectations. This
1140 meeting needs to be completed by December 1st for Fall Periodic Evaluations or
1141 April 1st for Winter Periodic and Full Evaluations.

1142 The discussion shall include both the positive elements seen as well as those
1143 elements of performance where improvement might reasonably be expected.

1144 4. Written Summary

1145 After the meeting, the Department Head will reduce the evaluation of an
1146 Employee to writing, explaining with reasonable specificity, the evaluation efforts
1147 that were conducted, their individual results, and the qualitative basis for the
1148 ratings assigned.

1149 Written results of such evaluations, indicating whether or not the Employee met
1150 expectations, shall be returned to the Employee no later than December 15th for
1151 Fall Periodic Evaluations or April 15th for Winter Periodic and Full Evaluations.
1152 The Employee shall have up to ten (10) working days to submit a written
1153 response. Both the evaluation results and the Employee's response (if any) shall
1154 be placed in the Employee's personnel file.

1155 The written summary shall include the semester and year of the next Employee
1156 evaluation.

1157 The Department Head's evaluation and the Employee's materials in support of the
1158 Employee's performance shall be placed in the departmental personnel file.

1159 The Department Head's Written Summary shall be forwarded to Associate Vice

1160 President for Academic Human Resources, with a copy to the Dean of the
1161 appropriate college, for inclusion in the official personnel file.

1162 **C. Remediation**

1163 1. Full-Time Lecturers

1164 If, during the first Periodic Evaluation, the Full-Time Lecturer does not meet
1165 expectations they will not be reappointed.

1166 If the Full-Time Lecturer does not meet expectations during any future evaluation,
1167 the Department Head in consultation with the Full-Time Lecturer, with Union
1168 Representation if desired, shall develop a Remediation Plan.

1169 Full-Time Lecturers undergoing a Remediation Plan as a result of a Full
1170 Evaluation shall receive promotion and salary adjustments upon successful
1171 completion of the Remediation Plan.

1172 A Remediation Plan shall not alter the normal schedule of evaluations. By way of
1173 illustration, a Full-Time Lecturer scheduled for a Full Evaluation in 2025, who
1174 was put on a Remediation Plan, shall be eligible for their next Full Evaluation in
1175 2030 if they successfully complete the Remediation Plan.

1176 2. Part-Time Lecturers

1177 A PTL1 who does not meet expectations during a Periodic Evaluation will not be
1178 rehired.

1179 If, after any Periodic Evaluation, a PTL2 or PTL3 does not meet expectations, the
1180 Department Head in consultation with the Part-Time Lecturer, with Union
1181 Representation if desired, shall develop a Remediation Plan.

1182 Part-Time Lecturers undergoing a Remediation Plan as a result of a Periodic
1183 Evaluation shall receive promotion upon successful completion of the
1184 Remediation Plan.

1185 A Remediation Plan shall not alter the normal schedule of evaluations. By way of
1186 illustration, a PTL2 scheduled for a Periodic Evaluation in 2025, who was put on
1187 a Remediation Plan, shall be eligible for their next Periodic Evaluation in six
1188 semesters if they successfully complete the Remediation Plan.

1189 3. Remediation Plan

1190 The Remediation Plan shall include but is not limited to:

- 1191 a. areas of performance in need of improvement;
- 1192 b. strategies/activities for improvement;
- 1193 c. specific outcomes for successful completion of the remediation plan;
- 1194 d. documentation required to be submitted by the Employee during and/or at
1195 the end of the remediation period; and
- 1196 e. the timeline for improvement, including key dates and the submittal date
1197 for the Employee’s remediation narrative described below.

1198 If the Department Head identifies new significant areas of concern during the
1199 Remediation Plan, the Remediation Plan will be modified by the Department
1200 Head in consultation with the Employee, with Union Representation if desired,
1201 and can be extended to address those new problems. Any such modification shall
1202 extend the timeline of the plan to accommodate the Employee’s obligation to
1203 meet newly defined outcomes. A significant area of concern is one that would, on
1204 its own, justify a rating of “does not meet expectations” in a Periodic or Full
1205 Evaluation.

1206 4. Remediation Plan Outcomes

1207 The Employee shall submit supporting materials documenting the activities
1208 performed in fulfillment of the Remediation Plan along with a narrative
1209 explaining how the plan has been fulfilled as indicated on the timeline.

1210 The Department Head shall review the Employee’s narrative and supporting
1211 materials and write a report that explains the outcome of the Remediation Plan.

1212 If the Department Head determines that the Employee has not met the specified
1213 outcomes of the Remediation Plan, the Employee will be terminated. The
1214 Department Head shall document this determination in the Remediation Plan
1215 report.

1216 **ARTICLE XVII. COMPENSATION**

1217 **A. Employee Availability**

1218 The base academic year shall consist of two (2) semesters for a total of thirty-two (32)
1219 weeks during the Employer’s regular Fall and Winter semesters.

1220 Full-Time Lecturers will make themselves available the week prior to the beginning of
1221 each semester for department and/or college meetings and other activities as directed by
1222 their Department Head.

1223 If a Part-Time Lecturer is required to attend a mandatory meeting specific to their
 1224 teaching assignment during the term of their appointment they will be paid at the hourly
 1225 rate specified in Section C for Library and Writing Center.

1226 Part-Time Lecturer appointment letters will specify the duration of the appointment.

1227 Employees are required to hold final exams during the final exam period. If the course
 1228 does not regularly administer final exams then the final exam period must be used for
 1229 instructional purposes.

1230 **B. Salary Period**

1231 All salaries of Employees shall be determined in accordance with the terms of this
 1232 Agreement.

1233 When necessary and appropriate for an Employee to teach or perform library service on a
 1234 continuing basis (year round), the Employee’s salary will be determined at one hundred
 1235 and thirty-three percent (133%) of base academic year salary and the assignment will be
 1236 considered as a twelve (12) month assignment.

1237 **C. Part-Time Lecturer Pay Rates**

1238 The following minimum rates apply to Part-Time Lecturers:

Description	2024 (Winter & Summer)	2024 – 2025 (Fall, Winter & Summer)	2025 – 2026 (Fall, Winter & Summer)	2026 – 2027 (Fall, Winter & Summer)	2027 – 2028 (Fall, Winter & Summer)
Part-Time Lecturers paid per credit hour	\$1,396	\$1,438	\$1,484	\$1,532	\$1,578
Librarian and University Writing Center Consultants paid per hour	\$35.03	\$36.08	\$37.25	\$38.46	\$39.62

1239 A Part-Time Lecturer who was paid above the minimum per credit hour rate in the
 1240 previous academic year shall receive a \$40 per credit hour increase to their previous per
 1241 credit hour rate.

1242 **D. Full-Time Lecturer Salary and Salary Adjustments**

1243 Full-Time Lecturers shall be paid a minimum of \$43,000 per academic year.

1244 If a Full-Time Lecturer is hired for a position that has advertised qualifications of an
1245 earned doctorate or a terminal degree equivalent to the doctorate the Full-Time Lecturer
1246 minimum salary shall be \$46,000.

1247 Effective with the first full pay period following ratification of the agreement by both
1248 parties, each Full-Time Lecturer appointed prior to September 1, 2022, shall receive an
1249 increase of three percent (3.0%) plus \$500 added to their academic year base salary.

1250 Effective with the beginning of the academic year 2024-25, each Full-Time Lecturer
1251 appointed prior to September 1, 2023, shall receive an increase of two percent (2.0%)
1252 plus \$500 added to their academic year base salary.

1253 Effective with the beginning of the academic year 2025-26, each Full-Time Lecturer
1254 appointed prior to September 1, 2024, shall receive an increase of two and one quarter
1255 percent (2.25%) plus \$500 added to their academic year base salary.

1256 Effective with the beginning of the academic year 2026-27, each Full-Time Lecturer
1257 appointed prior to September 1, 2025, shall receive an increase of two and one quarter
1258 percent (2.25%) plus \$500 added to their academic year base salary.

1259 Effective with the beginning of the academic year 2027-28, each Full-Time Lecturer
1260 appointed prior to September 1, 2026, shall receive an increase of three percent (3.0%)
1261 added to their academic year base salary.

1262 **E. Order of Adjustment**

1263 For the determination of base academic year salary increases, any salary adjustments
1264 provided for in Section I will be added to the Employee's base academic year salary after
1265 all other increases provided pursuant to this Agreement are applied to the Employee's
1266 base academic year salary for that year.

1267 **F. Full-Time Lecturer Overload and Summer Pay**

1268 Full-Time Lecturers teaching overloads (greater than fifteen (15) credit hours a semester)
1269 shall be paid no less than the per credit hour rate specified in the table below:

2024 (Winter & Summer)	2024 – 2025 (Fall, Winter & Summer)	2025 – 2026 (Fall, Winter & Summer)	2026 – 2027 (Fall, Winter & Summer)	2027 – 2028 (Fall, Winter & Summer)
\$1,400 per credit hour	\$1,438 per credit hour	\$1,484 per credit hour	\$1,532 per credit hour	\$1,578 per credit hour

1270 Full-Time Lecturers teaching Summer shall be paid at 1/30th of their academic year salary
1271 per credit hour.

1272 **G. Employee Pay Options**

1273 Semi-monthly pay dates will fall on the last workday that the University is officially open
1274 for business on or before the 15th of each month, and on the last workday that the
1275 University is officially open for business on or before the last calendar day of each
1276 month.

1277 1. Part-Time Lecturers

1278 Part-Time Lecturers will be paid semi-monthly starting the next full pay period
1279 after the semester begins and they complete all of their required hiring forms.
1280 Part-Time Lecturers cannot be entered into the system to be paid without all of the
1281 hiring forms completed accurately. No accommodations to pay will be made for
1282 Part-Time Lecturers who fail to submit their forms prior to the start of their
1283 teaching.

1284 2. Full-Time Lecturers

1285 Full-Time Lecturers have the option of receiving their base academic year salary
1286 under two pay plans:

1289 Option 1 - Total base academic year salary to be paid over an eight (8) month
1290 period in sixteen (16) consecutive semi-monthly payments commencing on
1291 September 15 of the academic year.

1292 Option 2 - Total base academic year salary to be paid over a twelve (12) month
1293 period in twenty-four (24) consecutive semi-monthly payments commencing on
1294 September 15 of the academic year.

1295 Full-Time Lectures will be required to choose the pay option upon hire. When
1296 they have chosen the option they wish to exercise, the option will remain in full
1297 force and effect for the duration of the period covered by the option selected. If
1298 Full-Time Lecturer wishes to change the pay plan for the following academic
1299 year, the Full-Time Lecturer may do so by submitting a pay plan election form to
1300 the Employer's Payroll Office, found on the Academic Human Resources
1301 website, by no later than August 1st of any given year. Changes shall not be
1302 permitted after August 1.
1303

1304 Full-Time Lecturers who fail to advise the Payroll Office of their election as
1305 herein provided shall continue to be compensated in accordance with the pay plan
1306 under which they were compensated during the preceding academic year. Newly-
1307 hired Full-Time Lecturers who fail to make an election shall be compensated in
1308 accordance with Option 2.

1309 Full-Time Lecturers who receive annualized appointments must elect to have their
1310 base salary paid over twenty-four (24) pays in accordance with Option 2.

1311 **H. Salaries for Pre and Post Sessions and On-Campus Workshops**

1312 Compensation for short-term workshops for which semester hour credits are granted and
1313 which are offered by an academic department will be in the amount of four percent (4%)
1314 of the Full-Time Lecturer's base salary per week (i.e., seven (7) calendar days) or \$2,000
1315 for a Part-Time Lecturer.

1316 An additional two percent (2%) of base salary per week may be offered to Full-Time
1317 Lecturers who supervise workshops, or \$1,000 for Part-Time Lecturers, which require a
1318 twenty-four (24) hour commitment each day.

1319 **I. Full-Time Lecturer Salary Adjustment**

1320 During the fifth (5th) year of appointment, a Full-Time Lecturer will undergo a Full
1321 Evaluation in accordance with Article XVII, "Evaluation and Promotion" of this
1322 Agreement. Upon successful completion of this Full Evaluation the Full-Time Lecturer
1323 will receive a salary adjustment of \$3,500 to base pay.

1324 A Full-Time Lecturer may apply for a salary adjustment to their base salary every five (5)
1325 years, or later, from their previous salary adjustment. Upon successful completion of the
1326 Full Evaluation required for a salary adjustment, the Full-Time Lecturer will receive a
1327 salary adjustment of \$3,500 to base pay. For the determination of salary increases in
1328 subsequent years, the salary adjustment shall be treated as part of base pay.

1329 All salary adjustments shall be effective at the start of the next academic year following
1330 the successful completion of the Full Evaluation.

1331 Criteria and procedures to be considered in making decisions regarding applications for
1332 promotion are set forth in Article XVII, "Evaluation and Promotion", of this Agreement.

1333 Full-Time Lecturers who do not undergo a Full Evaluation for salary adjustment will
1334 undergo a Periodic Evaluation. There will be no salary adjustments as a result of a
1335 Periodic Evaluation.

1336 **J. Full-Time Lecturer Supplemental Salary Adjustments**

1337 In addition to the increases provided herein, the Employer reserves the right to increase
1338 salaries of Full-Time Lecturers above negotiated levels:

- 1339 1. to match offers of employment elsewhere that would result in the resignation of
1340 the Employee;
- 1341 2. to address other salary issues.

1342 The Union shall be made aware of any increases to salaries made pursuant to this action.

1343 Any request for a supplemental salary adjustment from the Full-Time Lecturer shall be
1344 accompanied with supportive evidence justifying the adjustment. Justifying evidence
1345 may include and is not limited to: comparisons with comparable positions at peer
1346 institutions, comparisons with colleagues with similar responsibilities, job performance,
1347 additional duties and responsibilities, exceptional professional service and development,
1348 and exceptional professional achievement.

1349 Supporting evidence shall be reviewed by the Employee's Department Head, who shall
1350 transmit the request and supporting evidence to the Dean accompanied by the Department
1351 Head's recommendation based on the evidence. The Dean shall conduct a review of the
1352 evidence and the Department Head's recommendation and shall pass on a
1353 recommendation to the Provost for a final review and approval/disapproval of the Dean's
1354 recommendation. The Employee and the Union shall be informed of the Provost's final
1355 decision, with written justification based on the supporting evidence, within four (4)
1356 months of receiving the request for supplemental salary adjustment.

1357 **K. Substitution Pay**

1358 An Employee who agrees to substitute for another absent Employee (due to illness or
1359 short-term disability) shall be compensated as provided below:

- 1360 1. For each course taught, the Employee shall be compensated at the hourly rate of
1361 \$50.00 per contact hour class met or per two (2) lab contact hours met.
- 1362 2. In those limited instances where it is apparent that an Employee's period of
1363 absence due to illness or injury will be of extended duration, the Dean may
1364 authorize the Department Head to engage the services of an Employee and
1365 compensate the Employee at their current rate, as specified in this article,
1366 commencing with the first hour of substitution, prorated for the remainder of the
1367 term.

1368 **L. Full-Time Lecturer Sponsored Grants and Contracts**

1369 When a Full-Time Lecturer is appointed to a sponsored grant project, concurrent with a
1370 full-time appointment, additional compensation is not allowed when on the grant
1371 (overloads, summer pay, and other forms of compensation). Release time, travel
1372 expenses, and other perquisites may be allowed, subject to administrative approval, and
1373 subject to funding provided by the grant.

1374 The Full-Time Lecturer who is recognized as the "principal investigator" of an
1375 externally-funded grant shall have ten percent (10%) of the grant's indirect costs payable to
1376 the Employer placed into an Employer account. In the case of more than one principal
1377 investigator, the principal investigators shall equally share the ten percent (10%). The
1378 Full-Time Lecturer(s) must spend these funds on research-related expenses within two
1379 years of the completion of the grant. After two years, any remaining funds will be moved

1380 to the Provost's indirect cost fund.

1381 As recognition for successful research efforts, the Full-Time Lecturer who is recognized
1382 as the principal investigator of an externally-funded grant greater than \$50,000, that
1383 includes indirect costs payable to the University, will receive a stipend in the form of a
1384 one-time, not-to-base, payment of 1% of the value of the external funds awarded to the
1385 Employer (excluding indirect costs, matching funds, and amounts awarded to other
1386 agencies or universities) not to exceed \$5,000. In the case of more than one principal
1387 investigator, the principal investigators will equally share the stipend. The stipend is
1388 awarded at the conclusion of the grant after the successful acceptance of the final report
1389 by the funding agency. The stipend amount shall be determined once per year at the end
1390 of the fiscal year in which the grant or grants concluded as follows:

1391 **ARTICLE XVIII. FRINGE BENEFITS**

1392 **A. Description and Listing**

1393 The Employer will provide each Employee a summary description of the Employee's
1394 fringe benefits within sixty (60) calendar days of the commencement of the Employee's
1395 regular full-time employment with Eastern Michigan University.

1396 **B. Eligibility**

1397 Employees will be eligible for benefits as specified in this Article based on their
1398 appointment as a Full-Time Lecturer or Part-Time Lecturer.

1399 **C. Full-Time Lecturer Group Medical Benefits Plan**

1400 Commencing with the actual first day of work, Full-Time Lecturers shall have the option
1401 of participating in one of the following group medical benefits plans: Community Blue
1402 PPO (Option 5), BCBS High Deductible PPO Plan with Health Savings Account (HSA)
1403 or Blue Care Network HMO (Healthy Blue Living).

1404 It is understood that such benefits will be provided during the Fall and Winter semesters
1405 when the individual is expected to render direct services to the Employer as provided
1406 elsewhere in this Agreement. It is also understood and agreed that such coverage will
1407 extend through the Summer term immediately following such Employee's base academic
1408 year assignment.

1409 Comparable group medical benefits and plans may be substituted for the options listed
1410 below subject to the Union's approval, whose approval shall not be unreasonably
1411 withheld.

1412 **1. Benefit Plan Descriptions**

1413 Benefit plan descriptions are provided on the EMU Human Resources website.

1414 The Employer shall provide the union with a copy of certificates and riders for all
1415 plans ten (10) working days prior to the open enrollment period.

1416 2. Benefit Plan Contributions

1417 a. PPO

1418 Participants in the Blue Cross and Blue Shield PPO plan shall be required
1419 to make the following contribution through automatic payroll withholding
1420 to the cost of such coverage:

Yearly Premiums for PPO Plan (CY refers to calendar year beginning January 1)					
	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Single	\$1,470	\$1,562	\$1,661	\$1,766	\$1,877
Two Person	\$3,530	\$4,330	\$5,130	\$5,650	\$6,006
Family w/ 3 – 4 individuals	\$4,275	\$5,275	\$6,275	\$7,062	\$7,507
Family Plus (>4 individuals)	\$5,400	\$7,000	\$8,600	\$10,152	\$10,792

1421 b. HMO

1422 Participants in the Blue Cross and Blue Shield HMO plan shall be required
1423 to make the following contributions through automatic payroll
1424 withholding to the cost of such coverage:

Yearly Premiums for HMO Plan (CY refers to calendar year beginning January 1)					
	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Single	\$0	\$0	\$0	\$0	\$0
Two Person	\$0	\$0	\$0	\$0	\$0
Family w/ 3 – 4 individuals	\$0	\$0	\$0	\$0	\$0
Family Plus (>4 individuals)	\$0	\$0	\$0	\$0	\$0

1425 c. HDHP

1426 Participants in the Blue Cross and Blue Shield HDHP shall be required to
1427 make the following contributions through automatic payroll withholding
1428 to the cost of such coverage:

Yearly Premiums for HDHP Plan (CY refers to calendar year beginning January 1)					
	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Single	\$448	\$474	\$503	\$533	\$567
Two Person	\$1,074	\$1,138	\$1,206	\$1,279	\$1,360
Family w/ 3 – 4 individuals	\$1,343	\$1,423	\$1,508	\$1,598	\$1,699
Family Plus (>4 individuals)	\$1,544	\$1,636	\$1,734	\$1,838	\$1,954

1429 Participants in the HDHP plan will receive \$500 (single) or \$1,000 (two-
1430 person or family) deposited in their HSA account. This account will be
1431 administrated through a vendor to be selected through EMU’s
1432 procurement process.

1433 New enrollees to the benefit will receive a prorated amount based on their
1434 enrollment date as follows:

1435 (1) Calendar Year Q1 \$500 (single) or \$1,000 (two-person or
1436 family)

1437 (2) Calendar Year Q2 \$375 (single) or \$750 (two-person or
1438 family)

1439 (3) Calendar Year Q3 \$250 (single) or \$500 (two-person or
1440 family)

1441 (4) Calendar Year Q4 \$125 (single) or \$250 (two-person or
1442 family)

1443 3. Other Provisions

1444 a. For the calendar year beginning January 1, 2024 spouses who have access
1445 to employer subsidized medical and dental coverage will enroll with their
1446 employer’s plan for primary coverage. Spouses may remain on the
1447 Employer’s plan, but as secondary insurance only for the 2024 calendar
1448 year. Effective January 1, 2025, spouses who have access to employer
1449 subsidized medical and dental coverage are no longer eligible for coverage
1450 under the Employer’s plans.

1451 b. Full-Time Lecturers who obtain age sixty-five (65) are eligible for
1452 Medicare benefits. With the passage of the Tax Equity and Fiscal
1453 Responsibility Act (TEFRA), the Employer provided health insurance
1454 plan becomes the primary health insurance carrier. Medicare becomes the
1455 secondary health carrier for active Full-Time Lecturers who are age sixty-
1456 five (65) or over.

- 1457 c. Additions and changes to a Full-Time Lecturer’s health care coverage
1458 must be made within thirty (30) calendar days of the event (marriage,
1459 birth, adoption) by contacting the Benefits Office and completing the
1460 appropriate change form. Failure to make these changes as herein
1461 provided will result in any additions and/or changes being excluded from
1462 such benefits plan until such time as the Full-Time Lecturer enrolls and
1463 makes proper application during an open enrollment period.
- 1464 d. To qualify for medical benefits, each Full-Time Lecturer must individually
1465 enroll and make proper application for such benefits at the Benefits Office,
1466 within thirty (30) calendar days of the commencement of their regular
1467 employment with the Employer. A Full-Time Lecturer who fails to enroll
1468 and make proper application as herein provided is specifically and
1469 expressly excluded from such benefits plan until such time as they enroll
1470 and make proper application during the annual open enrollment period.
- 1471 (1) Provided proper application, enrollment and, where applicable, all
1472 required payroll contributions are made by a Full-Time Lecturer,
1473 the Employer agrees to continue this coverage and pay its share of
1474 the cost for maintaining the medical benefits plans described on the
1475 EMU Human Resources website, for the Full-Time Lecturer, their
1476 eligible spouse, and eligible dependent children under twenty-six
1477 (26) years of age, subject to the terms and conditions applicable to
1478 each of the respective plans.
- 1479 (2) In the event that either federal or state health care reform
1480 legislation cause a substantial increase or decrease in the cost to
1481 the Employer of providing the medical benefits described in this
1482 section, the parties agree to meet promptly and to negotiate in good
1483 faith measures for containing and reducing that change in cost.
- 1484 e. The Employer shall pay its share of the aforementioned cost for the period
1485 that the Full-Time Lecturer is on the active payroll and while a Full-Time
1486 Lecturer is off the payroll and absent because of medical leave due to
1487 injury or illness as provided for in [Article XXIII, “Leaves of Absence”](#).
- 1488 f. Full-Time Lecturers laid off or on unpaid leave shall have their group
1489 medical benefits continued, or shall be eligible to continue their benefits.
- 1490 Further, Full-Time Lecturers who are disabled and receiving long-term
1491 disability benefits may likewise continue their group medical benefits plan
1492 in accordance with the terms and conditions set forth in Article XXIII,
1493 “Leaves of Absence”, except that the twelve (12) months or maximum
1494 COBRA period limitation on continuation of group medical benefits is not
1495 applicable. Full-Time Lecturers participating in continuation of their
1496 group medical benefits plan pursuant to this provision may continue to do

- 1497 so for as long as they are eligible to receive long-term disability benefits.
- 1498 g. The cost of medical benefits for eligible dependents in the following
1499 category shall be paid in full by the Full-Time Lecturer. Eligible
1500 sponsored dependents other than a spouse or children less than twenty-six
1501 (26) years of age, related to the Full-Time Lecturer by blood or marriage
1502 or who reside in the Full-Time Lecturer's household. Such sponsored
1503 dependents must depend on the Full-Time Lecturer for more than one-half
1504 (1/2) of their support and must have been reported on the Full-Time
1505 Lecturer's most recent income tax return.
- 1506 h. A Full-Time Lecturer's medical benefits plan shall terminate effective at
1507 the end of the month in which the Full-Time Lecturer is terminated, is laid
1508 off, the group medical benefits plan terminates, or the Full-Time Lecturer
1509 goes on unpaid leave, resigns, or retires, except as otherwise provided in
1510 this Agreement.
- 1511 i. In many cases COBRA requires that the opportunity to continue medical
1512 and dental benefits be extended:
- 1513 (1) to Full-Time Lecturers who voluntarily or involuntarily have
1514 terminated employment (except in cases of gross misconduct)
1515 or who have reduced their hours or had their hours reduced to
1516 such extent that they are ineligible for coverage;
- 1517 (2) to surviving spouses and dependents upon the death of a Full-
1518 Time Lecturer;
- 1519 (3) to spouses and dependent children in the event of a divorce.
- 1520 (4) to dependent children who exceed the plan's age limitations;
- 1521 (5) to spouses and dependents of Full-Time Lecturer who
1522 become entitled to Medicare coverage.
- 1523 j. Full-Time Lecturer and the spouses and dependents of Full-Time Lecturer
1524 who are eligible to continue medical and dental coverage under COBRA
1525 may do so for the period mandated in the individual's circumstances by
1526 COBRA. For benefits lost by Full-Time Lecturer and their spouses and
1527 dependents due to a Full-Time Lecturer's termination of employment or
1528 reduction in hours, that period is determined by the U.S. Department of
1529 Labor. For benefits lost by spouses and/or dependents of a Full-Time
1530 Lecturer due to the occurrence of other events that trigger COBRA
1531 coverage. In accordance with COBRA, EMU shall require payment of a
1532 premium for the period of coverage continuation and shall charge up to the
1533 maximum premium allowed by COBRA.

1534 **D. Waiver of Medical Health Care Benefits**

1535 A Full-Time Lecturer who is otherwise eligible to participate in the Employer’s Group
 1536 Medical Benefits Plan may elect to waive such coverage with submittal of a proper
 1537 application to the Benefits Office, showing evidence of coverage through a plan other
 1538 than one provided by the Employer. Full-Time Lecturers for whom the waiver is granted
 1539 will receive \$2,000 per year (not added to base salary), prorated for the period medical
 1540 health care coverage is waived. Full-Time Lecturers waiving coverage may re-enroll in
 1541 the Employer’s health plans upon showing proof that the health coverage on which they
 1542 relied is no longer available, or during the annual open enrollment period. No
 1543 contributions will be made to any retirement plan based on this waiver payment.

1544 **E. Full-Time Lecturer Group Life and Accidental Death and Dismemberment**
 1545 **Insurance**

- 1546 1. EMU shall pay the cost of maintaining life insurance in an amount equal to the
 1547 Full-Time Lecturer’s annual salary, rounded up to the nearest \$1,000 and
 1548 accidental death and dismemberment insurance benefits in an equal amount for a
 1549 period of one (1) year from a Full-Time Lecturer’s first (1st) day of actual work.
 1550 Commencing with the month following completion of one (1) year of coverage as
 1551 provided above, EMU shall pay the cost for maintaining life insurance benefits in
 1552 an amount equal to the Full-Time Lecturer’s annual salary (rounded up to the
 1553 nearest \$1,000) times two (2), and accidental death and dismemberment benefits
 1554 in an equal amount, up to a maximum coverage level of \$200,000.
- 1555 2. When a Full-Time Lecturer reaches age sixty-five (65) and continues working
 1556 their insurance coverage is decreased by thirty-five percent (35%) with no further
 1557 reduction based on age thereafter.

1558 The following table illustrates examples of the insurance coverage levels
 1559 described above:

Examples of Salary Levels	Less than one (1) Years of Service	Over one (1) Years of Service	Age Sixty-Five (65) and over
\$25,001	\$26,000	\$52,000	\$33,800
\$25,950	\$26,000	\$52,000	\$33,800
\$30,300	\$31,000	\$62,000	\$40,300
\$40,000	\$40,000	\$80,000	\$52,000
\$46,100	\$47,000	\$94,000	\$61,100
\$50,500	\$51,000	\$102,000	\$66,300

1560 Maximum Coverage level is \$200,000.

- 1561 3. To qualify for the life and accidental death and dismemberment insurance benefits
 1562 as described above, each Full-Time Lecturer must individually enroll and make

- 1563 proper application for such coverage at the Benefits Office within thirty (30)
 1564 calendar days of the commencement of their regular employment with EMU.
 1565 Full-Time Lecturer who fail to enroll and make proper application as herein
 1566 provided are specifically and expressly excluded from such benefits plan until
 1567 such time as they enroll and makes proper application with the Benefits Office.
- 1568 4. Provided proper application and enrollment is made by a Full-Time Lecturer,
 1569 EMU shall pay the cost for maintaining the benefits plan described above, subject
 1570 to the same rules set forth above for the payment of group medical benefit cost.
- 1571 5. Changes in benefit amounts based on changes in annual base salary occur with the
 1572 effective date of the change in annual base salary. Base salary excludes
 1573 supplemental appointments and any other extra compensation.
- 1574 6. The group life and accidental death and dismemberment insurance benefits plan
 1575 shall terminate on the date that a Full-Time Lecturer is laid off, the life and
 1576 accidental death and dismemberment insurance benefits plan terminates, or the
 1577 Full-Time Lecturer goes on an unpaid leave. However, when a Full-Time
 1578 Lecturer terminates their employment with EMU, they are covered for a grace
 1579 period of thirty-one (31) calendar days. During such thirty-one (31) day period,
 1580 the Full-Time Lecturer may convert their group life insurance, without medical
 1581 examination, to an individual benefits plan. The Full-Time Lecturer shall pay the
 1582 full cost of such individual benefits. Plan options and availability shall be
 1583 determined by the insurer.
- 1584 7. Full-Time Lecturers laid off or on unpaid leave shall be eligible to continue their
 1585 group life and accidental death and dismemberment insurance benefits.
- 1586 8. All other specific terms, conditions, limits of liability and exclusions applicable to
 1587 said insurance shall be as provided for in the employers policy with its carrier.

1588 **F. Full-Time Lecturer Dental Care Benefits**

- 1589 1. The Employer shall provide and maintain dental care benefits for Full-Time
 1590 Lecturers commencing on the first day of the month following their first day of
 1591 actual work on a full-time (100%) appointment.

1592 These benefits shall be subject to reasonable and customary charge determination
 1593 as follows:

Dental Care Benefits	Dental Care Plan Pays	Full-Time Lecturer Pays
Diagnostic ¹	100%	0%
Preventative ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	80%	20%

Restorative ¹	80%	20%
Periodontics ¹	80%	20%
Endodontics ¹	80%	20%
Prosthetic Appliances ¹	80%	20%
Orthodontics ²	80%	20%

Maximum Contract Benefit

¹ \$1,500 per person total per contract year.

² Lifetime maximum benefit of \$1,500 per person.

1594 2. To qualify for dental care benefits as described above, each Full-Time Lecturer
1595 must individually enroll and make proper application for such benefits at the
1596 Benefits Office within thirty (30) calendar days of the commencement of their
1597 regular employment with EMU. A Full-Time Lecturer who fails to enroll and
1598 make proper application as herein provided is specifically and expressly excluded
1599 from such benefits plan until such time they enroll and makes proper application
1600 with the Benefits Office.

1601 3. Provided proper application and enrollment is made by a Full-Time Lecturer,
1602 EMU agrees to pay the cost for maintaining the benefits plan described above for
1603 the Full-Time Lecturer, the Full-Time Lecturer's eligible spouse, and eligible
1604 dependent children under twenty-five (25) years of age or nineteen (19) years of
1605 age if not claimed as a dependent, at a cost not to exceed the applicable cost for
1606 full family, two (2) persons, or single person benefits, subject to the same rules set
1607 forth in paragraph C.3.d above for the payment of group medical benefit costs.

1608 4. Except as otherwise provided in this Agreement, a Full-Time Lecturer's dental
1609 care benefits plan shall terminate on the date that the Full-Time Lecturer is
1610 terminated, is laid off, the dental care benefits plan terminates, or the Full-Time
1611 Lecturer goes on an unpaid leave, resigns, or retires except as otherwise provided
1612 in this Agreement. However, a Full-Time Lecturer may continue their dental care
1613 benefits at their own expense for the period mandated in the Full-Time Lecturer's
1614 circumstances by COBRA and as provided in Article XXIII, "Leaves of
1615 Absence".

1616 **G. Short-Term Disability Programs**

1617 The Employer agrees to provide and maintain an optional Short Term Disability
1618 Insurance coverage for Full-Time Lecturers, commencing on the first (1st) day of the
1619 second semester of regular employment. Such benefits shall be equal to sixty-six and
1620 two-thirds (66 2/3%) of the Full-Time Lecturer's regular weekly salary up to a maximum
1621 benefit of one-thousand eight-hundred (\$1,800) dollars per week. Benefits shall begin on
1622 the eighth (8th) day of disability for an applicable illness or accident and may continue up
1623 to a maximum of thirteen (13) weeks.

1624 Full-Time Lecturer must use applicable sick leave days within the first seven (7) day
1625 waiting period. Full-Time Lecturer may not receive sick leave benefits under the
1626 Employer's Sick Leave program while receiving Short Term Disability Insurance

1627 benefits.

1628 The Employer will enroll Full-Time Lecturers at the start of their employment and cover
1629 the full cost of providing short-term disability insurance coverage.

1630 The specific terms and conditions of the insurance company shall be in accordance with
1631 the Employer’s policy with the carrier, except as hereinafter modified by the carrier.

1632 Changes in benefit amounts based on changes in basic annual salary occur effective with
1633 the change in basic annual salary. Basic annual salary excludes supplemental
1634 appointments, overloads, and any other extra compensation.

1635 Short-Term Disability Insurance Coverage shall terminate on the date that an Full-Time
1636 Lecturer terminates, is laid off, goes on a leave of absence, retires, or the short-term
1637 disability insurance plan terminates.

1638 **H. Long-Term Disability Benefits**

1639 1. The Employer agrees to provide and maintain group long-term disability benefits
1640 for Full-Time Lecturers commencing on the first (1st) day of the second semester
1641 of employment. Such benefits shall be equal to sixty-five percent (65%) of the
1642 Full-Time Lecturer’s regular monthly earnings, up to a maximum benefit of
1643 \$7,000 per month, and shall begin on the ninety-first (91st) day of disability. Such
1644 benefits shall also provide for eligible Full-Time Lecturers under the following
1645 maximum duration of benefits:

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65
Ages 60 – 64	60 months
Ages 65 – 67	To age 70
Age 68 and over	24 months

1646 2. To qualify for long-term disability benefits as described above, each Full-Time
1647 Lecturer must individually enroll and make proper application for such benefits at
1648 the Benefits Office within thirty (30) calendar days of the commencement of their
1649 regular employment with the Employer. A Full-Time Lecturer who fails to enroll
1650 and make proper application as herein provided is specifically and expressly
1651 excluded from such benefits plan, until such time as they enroll and make proper
1652 application with the Benefits Office.

1653 3. Provided proper application and enrollment is made by a Full-Time Lecturer,
1654 EMU agrees to pay the premium for maintaining the above described benefits
1655 subject to the same rules set forth above for the payment of group medical benefit
1656 costs.

1657 4. Changes in benefits amounts based on changes in annual base salary occur
1658 effective with the effective date of the change in annual base salary. The annual

1659 base salary excludes supplemental appointments and any other extra
1660 compensation.

1661 5. Except as otherwise provided in this Agreement, a Full-Time Lecturer's long-
1662 term disability benefits plan shall terminate on the date that the Full-Time
1663 Lecturer is terminated, is laid off, the disability benefits plan terminates, or the
1664 Full-Time Lecturer goes on an unpaid leave.

1665 **I. Workers' Compensation Benefits**

1666 The Employer will insure all Employees for on-the-job injuries in accordance with the
1667 Michigan Workers' Compensation statutes.

1668 **J. University Business Travel Insurance Coverage**

1669 1. The Employer shall provide and maintain for Employees traveling on official
1670 University business, travel accident insurance coverage in an amount up to a
1671 maximum of \$100,000 for loss of life and dismemberment. Coverage is
1672 worldwide except for Office of Foreign Assets Control Sanctioned countries.
1673 This travel insurance shall be subject to an aggregate limitation of \$500,000 as a
1674 result of any one (1) accident. If the total of all insurance claims for any one (1)
1675 accident does exceed \$500,000, the amount applicable to any one (1) Employee
1676 shall be proportionately reduced based on the number of individuals making
1677 claim.

1678 1. All other specific terms, conditions, limits of liability and exclusions applicable to
1679 said insurance shall be provided for in the Employer's policy with its carrier.

1680 **K. University Business Travel Automobile Insurance Coverage**

1681 1. EMU agrees to include Employees as additional insureds under its automobile
1682 insurance coverage. Such coverage shall provide bodily injury and property
1683 damage liability protection up to \$6,000,000 per occurrence. This coverage shall
1684 apply on a first dollar basis (no deductible) for Employees operating a University-
1685 provided automobile.

1686 2. This coverage shall also apply for Employees operating a vehicle not provided by
1687 EMU while on University business. However, this coverage shall be secondary to
1688 (in excess of) any other coverage provided on behalf of the Employee, such as a
1689 personal automobile policy. Where other coverage is not provided the Employee,
1690 EMU's automobile policy shall apply with a deductible. The deductible shall be
1691 equivalent to the limits of mandatory automobile coverage required by the state of
1692 Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily
1693 injury; \$10,000 property damage).

1694 3. All other specific terms, conditions, limits of liability, and exclusions applicable

1695 to this insurance shall be as provided for in EMU's policy with its carrier.

1696 **L. Parking**

1697 The Employer will provide, without cost to Employees, a parking permit for semesters
1698 they are assigned work.

1699 **M. Banking**

1700 1. Direct Deposits

1701 The Employer shall provide for direct deposit of an Employee's paycheck into a
1702 maximum of two (2) accounts at member banks of the Federal Reserve System.

1703 Applications for direct deposit are available in EMU's Payroll Office.

1704 2. Credit Union

1705 The Employer shall provide Employees with optional payroll deductions for the
1706 EMU Credit Union.

1707 **N. Business Travel at University Expense**

1708 The Employer will reimburse Employees for actual and/or reasonable expenses incurred
1709 while traveling in conjunction with University business. Reimbursement for such
1710 expenses will be made in accordance with University Travel Procedures.

1711 Reimbursement for use of personal cars will be made at the current IRS rates at the time
1712 of travel.

1713 **O. Tuition Waiver Program for Employees**

1714 A tuition waiver program providing for a waiver of the full cost of tuition for up to six (6)
1715 credit hours per Fall/Winter semester at Eastern Michigan University will be available to
1716 eligible Employees. The full cost of tuition for up to six (6) credit hours will be available
1717 to eligible Part-Time Lecturers and twelve (12) credit hours will be available to eligible
1718 Full-Time Lecturers in the Summer session at Eastern Michigan University. This
1719 program applies to tuition only; registration and other incidental fees which may be
1720 charged shall be borne by the Employee.

1721 An Employee will be eligible for a tuition waiver if satisfying the following terms and
1722 conditions:

1723 1. Full-Time Lecturer Eligibility

1724 A Full-Time Lecturer will be eligible for a tuition waiver if satisfying the

- 1725 following terms and conditions:
- 1726 a. A Full-Time Lecturer must have completed two (2) semesters on a regular
1727 full-time, one hundred percent (100%) appointment prior to the first day of
1728 classes of the term or semester for which they plan to register. Subject to
1729 the other provisions of this Agreement, Employees whose loads are
1730 reduced to not less than 60% of a full-time load shall remain eligible for
1731 the full tuition waiver benefit provided above.
- 1732 b. Full-Time Lecturers on full-time, one hundred percent (100%)
1733 appointments for the term or semester for which application is made will
1734 be entitled to full benefits. Employees who are appointed for the
1735 academic year, but who do not work during the Summer semester, are
1736 eligible for the tuition waiver benefit for those semesters.
- 1737 2. Part-Time Lecturer Eligibility
- 1738 A Part-Time Lecturer will be eligible for a tuition waiver if satisfying the
1739 following terms and conditions:
- 1740 a. The Part-Time Lecturer must complete two (2) semesters of employment
1741 prior to the first day of classes of the term or semester for which the
1742 Employee plans to register.
- 1743 b. This program is available to Part-Time Lecturers who are employed six
1744 (6) credit hours (or the equivalent for those who are not calculated in
1745 credit hours) or more in a semester during the current academic year.
- 1746 3. Process for Waiver
- 1747 a. A completed application for tuition waiver must be submitted to the
1748 Benefits Office for approval no later than the payment deadline for 100%
1749 drop for the applicable semester.
- 1750 b. Failure to submit an application for approval within the required timelines
1751 may forfeit the Employee's eligibility for that term. Upon approval by the
1752 Benefits Office, the application will be mailed to the Employee.
- 1753 c. The Employee must agree to reimburse the Employer for the cost of all
1754 tuition waiver benefits forfeited under the terms and conditions hereinafter
1755 provided. To assure prompt reimbursement of all amounts paid by the
1756 Employer for tuition waiver benefits forfeited by the Employee, the
1757 Employee shall authorize the Employer to collect such amounts through
1758 deductions from the Employee's pay in amounts not to exceed twenty-five
1759 percent (25%) of the gross amount of the Employee's regular paycheck
1760 every pay period (unless the Employee is terminating, in which case the

1761 entire amount may be deducted) or through other appropriate means.

1762 4. Requirements of Waiver

1763 The Employee must take courses during times the Employee is not working
1764 (scheduled to teach, hold office hours, or other assignments).

1765 An eligible Employee shall forfeit tuition waiver benefits and must reimburse the
1766 full cost of such benefits to the Employer if:

1767 a. A grade of “pass,” or “C” or above (“B” for graduate courses), is not
1768 achieved in any course for which tuition waiver is obtained. (Grades of
1769 “C-” in undergraduate courses and “B-” in graduate courses are
1770 unacceptable).

1771 b. A mark of “Incomplete” (I) is received and not converted to a passing
1772 grade within one (1) year following the end of the semester in which the
1773 course was taken, or the date the Employee’s employment terminates,
1774 whichever is earlier.

1775 c. The Employee withdraws from a course after the date specified in the
1776 course bulletin for tuition refund. Exceptions may be made upon a
1777 showing of appropriate cause by the Employee (e.g., prolonged
1778 incapacitating illness, unanticipated conflict between a course in which the
1779 Employee is required to teach and the one in which they are enrolled, etc.).
1780 Appeals for exception shall be made through the regularly established
1781 appeal process in the Student Business Services.

1782 **P. Tuition Waiver Program for Employee Spouses and Dependent Children**

1783 A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate
1784 tuition at Eastern Michigan University will be available to spouses and dependent
1785 children of eligible Employees who have met the eligibility requirements above. This
1786 program applies to tuition only; registration and other incidental fees which may be
1787 charged shall be borne by the spouse or dependent child. It is the intent of the Employer
1788 to provide only a fifty percent (50%) tuition waiver to any individual dependent
1789 regardless of the fact that both parents may work for the Employer.

1790 An eligible Employee’s spouse or dependent child will be eligible for a tuition waiver if
1791 evidence is presented to the Benefits Office confirming that:

1792 1. The person is the spouse or dependent child of an eligible Employee. Dependent
1793 children shall be defined as: (a) legally dependent children of an eligible
1794 Employee; and (b) children who have an eligible Employee as their legal
1795 guardian.

1796 2. The spouse or dependent has satisfied all admission requirements and is eligible
1797 to enroll for courses.

1798 3. A completed application for tuition waiver is approved by the Benefits Office no
1799 later than the payment deadline for 100% drop for the applicable semester.

1800 Failure to submit an application for approval within the required timelines may forfeit the
1801 spouse or dependent's eligibility for that term. Upon approval by the Benefits Office, the
1802 application will be e-mailed to the Employee.

1803 An eligible Employee's spouse or dependent child shall be subject to all employer's
1804 academic standards, policies and practices and may be refused admission to the
1805 University, enrollment in courses, or continued enrollment at Eastern Michigan
1806 University the same as any other student of the University.

1807 Tuition waiver benefits eligibility for a spouse or dependent child shall cease at the end
1808 of the semester in which the eligible Employee terminates employment with the
1809 Employer. If the spouse/dependent child drops or withdraws from courses during the one
1810 hundred percent (100%) drop period, any refund applicable to the tuition waiver shall
1811 revert to the Employer. If the student drops classes after the one hundred percent (100%)
1812 drop, they shall reimburse the Employer in full for all tuition previously waived by
1813 Eastern Michigan University.

1814 An eligible Employee's spouse or dependent child shall forfeit tuition waiver benefits and
1815 must reimburse the full cost of such benefits to the Employer if:

1816 1. A grade of "pass," or "C" or above is not achieved in any course for which tuition
1817 waiver is obtained. (Grades of "C-" are unacceptable).

1818 4. A mark of "Incomplete" (I) is received and not converted to a passing grade
1819 within one (1) year following the end of the semester in which the course was
1820 taken, or the date the Employee's eligibility terminates, whichever is earlier.

1821 5. The eligible Employee's spouse and/or child withdraws from a course after the
1822 date specified in the course bulletin for tuition refund. Exceptions may be made
1823 upon a showing of appropriate cause by the eligible Employee (e.g. prolonged
1824 incapacitating illness, etc.). Appeals for exception shall be made through the
1825 regularly established appeal process in the Student Business Services.

1826 **Q. Flexible Spending Account**

1827 The Employer has implemented various Flexible Spending Accounts (FSA), Dependent
1828 Care FSA (DCFSA) and Healthcare FSA (HCFSA) programs. The FSA program will be
1829 available to Employees with an appointment of six (6) or more credit hours per semester.

1830 These programs shall comply with IRS permissible guidelines. Vendor guidelines for

1831 program participation and reimbursement must be observed. The Vendor is responsible
1832 for providing various reimbursement modalities (e.g., debit card, mobile, direct bill).
1833 Employees shall be notified of the annual enrollment deadline not less than ten (10)
1834 working days prior to the deadline.

1835 The Employer shall offer a Limited Purpose Flexible Spending Account (LPFSA) to Full-
1836 Time Lecturers who are enrolled in the BCBS High Deductible PPO health insurance
1837 plan as allowed by law.

1838 In connection with its FSA and the LPFSA, and to the extent permissible by current laws
1839 and regulations, the Employer will adopt either (1) a carryover option that allows
1840 Employees to carry over any unused fund at the end of one plan year to the following
1841 plan year, which carry over amount shall be the maximum dollar amount allowed by law,
1842 or (2) a grace period option that allows Employees to expend funds remaining at the end
1843 of one FSA plan year during a grace period in the immediately following FSA plan year,
1844 which grace period shall be the maximum time period allowed by law.

1845 To further facilitate each Employee's utilization of the above FSA and LPFSA, the
1846 Employer will pay the monthly administrative fee for this program and the debit card
1847 option.

1848 **R. Retirement Programs**

1849 1. Each Full-Time Lecturer must elect to participate in one of the following plans
1850 ninety (90) calendar days of the commencement of regular employment with
1851 EMU.

1852 a. Michigan Public School Employees Retirement System (MPSERS);
1853 (available only to Full-Time Lecturers hired after January 1, 1996 who
1854 have prior MPSERS service at one of the following Michigan
1855 Universities: Central Michigan University, Eastern Michigan University,
1856 Ferris State University, Lake Superior State University, Michigan
1857 Technological University, Northern Michigan University and Western
1858 Michigan University.) Full-Time Lecturers who were enrolled in the plan
1859 as of December 31, 1995 are permitted to remain in the plan. EMU shall
1860 contribute the amount specified annually by the state of Michigan for each
1861 Full-Time Lecturer participating in the Michigan Public School
1862 Employees Retirement System.

1863 b. A 403(b) defined contribution plan with Teachers Insurance and Annuities
1864 Association-College Retirement Equities Fund (TIAA-CREF) as the
1865 current recordkeeper.

1866 (1) For Full-Time Lecturers hired prior to January 1, 2017 and who
1867 participate in the 403(b) defined contribution plan, the Employer
1868 shall contribute ten percent (10%) of the Full-Time Lecturer's

- 1869 earnings to the retirement plan.
1870
1871 (2) For Full-Time Lecturers hired after January 1, 2017 and who
1872 participate in the 403(b) defined contribution plan, the Employer
1873 shall contribute 5% of the Full-Time Lecturers earnings to TIAA
1874 with no required Full-Time Lecturer contribution. Full-Time
1875 Lecturers may also choose to contribute and these contributions
1876 will be matched by the Employer 1:1 for the first 5% of the Full-
1877 Time Lecturer's contributions.
1878
1879 c. Once a Full-Time Lecturer has been so enrolled, such enrollment is final
1880 and cannot be changed. A Full-Time Lecturer who does not make such an
1881 election within this time period shall automatically be enrolled in the
1882 403(b) defined contribution plan with no Full-Time Lecturer contribution.
- 1883 2. In addition, Full-Time Lecturers have the option to participate in the following
1884 plans:
- 1885 a. A 403(b) supplemental plan with TIAA-CREF as the current
1886 recordkeeper. Participating Full-Time Lecturers may contribute to the
1887 403(b) supplemental plan subject to IRS rules and regulations. The 403(b)
1888 supplemental plan shall allow Full-Time Lecturers to make both Roth and
1889 non-Roth contributions to the plan.
- 1890 b. A 457(b) deferred compensation plan with TIAA-CREF as the current
1891 recordkeeper. Participating Full-Time Lecturers may contribute to the
1892 457(b) plan subject to IRS rules and regulations. The 457(b) deferred
1893 compensation plan shall allow Full-Time Lecturers to make both Roth and
1894 non-Roth contributions to the plan.
- 1895 3. Part-Time Lecturers have the option to participate in the 403(b) supplemental plan
1896 in accordance with University policy. The Employer shall provide no
1897 contribution.

1898 **S. Retirement Benefits and Emeritus Status**

1899 Full-Time Lecturers are eligible for retirement if, as of the date of their separation, they
1900 are at least fifty-five (55) years of age with fifteen (15) years of service as a Full-Time
1901 Lecturer at EMU, or are at least sixty (60) years of age with ten (10) years of service as a
1902 Full-Time Lecturer at EMU.

1903 If possible, a Full-Time Lecturer planning to retire should inform their Department Head
1904 one (1) year in advance of their anticipated date or retirement.

1905 1. Death Benefits

1906 Full-Time Lecturers who terminate their employment with the Employer for
1907 retirement purposes, and who, as of the date of separation, meet the age and
1908 service requirements listed above shall be provided a death benefit in the amount
1909 of seven thousand dollars (\$7,000) which shall be payable by the Employer upon
1910 the Full-Time Lecturer's death to their designated beneficiary.

1911 2. Group Medical Benefits

1912 Full-Time Lecturers will continue their current Employer provided medical and
1913 dental coverage until the end of the calendar year quarter during which they retire.
1914 If the Full-Time Lecturer is part of MPSERS, the health and dental benefits will
1915 end at the end of the month in which they retire. Flexible Savings Accounts will
1916 end on the date of retirement.

1917 Full-Time Lecturers not part of MPSERS may continue group medical benefits at
1918 their own expense, until age 65, if enrolled at time of retirement. Full-Time
1919 Lecturers will be required to pay the full premium cost of the benefits.
1920 Arrangements must be made in the Benefits Office on or before the retirement
1921 date to continue group medical benefits. The Full-Time Lecturer can cancel
1922 medical coverage at any time, but once canceled, it cannot be reinstated.

1923 3. Dental Plan

1924 Full-Time Lecturers meeting the age and service for retirement shall be eligible to
1925 continue dental benefits if enrolled at the time of retirement, consistent with the
1926 terms of the Employer's master plan document. If continued, the retiree shall pay
1927 the full cost of such continued dental benefits. Proper arrangement must be made
1928 in the Employer's Benefits Office on or before the retirement date. The Full-
1929 Time Lecturer can cancel dental coverage at any time, but once canceled, it
1930 cannot be reinstated.

1931 4. Emeritus Status

1932 Any member of the department, including the Department Head, may nominate
1933 for emeritus status a retiring Full-Time Lecturer who has served as a Full-Time
1934 Lecturer for at least fifteen (15) years. The Department Head shall forward the
1935 nomination with their recommendation to the Dean of the appropriate college.
1936 The Dean shall forward the nomination with their recommendation to the Provost.
1937 If the Provost supports the nomination, they shall forward it to the EMU Board of
1938 Regents. Once the Regents have acted on the nomination, the Provost will notify
1939 the retiring Full-Time Lecturer of the Regents' decision.

1940 The Employer will encourage Emeritus Full-Time Lecturers to remain a part of
1941 the academic community through a variety of benefits:

- 1942 a. An Emeritus Full-Time Lecturer Photo ID Card;
- 1943 b. A retiree life insurance benefit pursuant as discussed above;
- 1944 c. Complimentary Rec/IM membership;
- 1945 d. Two complimentary tickets to each sporting event;
- 1946 e. Two complimentary tickets to each EMU production (plays, concerts,
1947 etc.). Campus Life, Guest Artists and Speakers series are excluded;
- 1948 f. An e-mail address per the policies of the Employer's IT department;
- 1949 g. The right to participate in academic processions and convocations;
- 1950 h. Use of the Library; and,
- 1951 i. The opportunity to audit classes without credit, tuition, or the need to
1952 follow regular enrollment procedures. However, approval to audit must be
1953 granted by the instructor and program fees may be assessed.

1954 These benefits shall continue as long as they remain a standard practice of Eastern
1955 Michigan University and available to Emeritus Faculty under the EMU-AAUP
1956 agreement.

1957 5. Waiver of Employment Rights

1958 On the effective date of retirement, the Full-Time Lecturer shall waive any and all
1959 claims of whatever nature, whether under state or federal laws, this Collective
1960 Bargaining Agreement, or Employer policies, which arise out of their
1961 employment with the Employer except as otherwise enumerated in the
1962 Agreement. By way of illustration and not by way of limitation, Full-Time
1963 Lecturers shall waive any and all retention of priority rights, all entitlements to
1964 future wage and benefit increases, all rights to participate in any and all group
1965 benefits plans other than group medical benefits as hereinabove provided, and any
1966 and all rights they may have to continued employment or reemployment with the
1967 Employer.

1968 6. Irrevocability

1969 Once an individual's notice of retirement has been tendered to and is accepted by
1970 the Employer, it shall be irrevocable.

1971 **T. Full-Time Lecturer Voluntary Phased Retirement**

1972 Full-Time Lecturers who are at least fifty-five (55) years of age and who have at least

1973 fifteen (15) years of full-time service as a Full-Time Lecturer or who are at least sixty
1974 (60) years of age and who have at least ten (10) years of full-time service as a Full-Time
1975 Lecturer have the option to enter into a Voluntary Phased Retirement (VPR) agreement
1976 with the Employer. The Full-Time Lecturer must sign such an agreement by March 15 of
1977 the academic year preceding participation in the VPR. The Department Head has until
1978 March 31 to approve a requested VPR.

1979 The VPR agreement creates an irrevocable intent to retire as a Full-Time Lecturer at the
1980 end of a period not to exceed two (2) academic years. While the agreement to retire by
1981 the end date of the agreement is binding, a Full-Time Lecturer can decide to retire earlier
1982 than the end date of the agreement by notifying the Department Head in writing.

1983 Participation in the VPR means that a Full-Time Lecturer's workload will be reduced to
1984 sixty percent (60%), which is configured as 60% in Fall semesters and 60% in Winter
1985 semesters.

1986 Full-Time Lecturers shall retire on August 31 of the last year of their VPR.

1987 The Full-Time Lecturer's pay is sixty percent (60%) of their annual base salary and is
1988 paid as allowed by the contract. The Employer retirement contributions is based on the
1989 Full-Time Lecturer's earnings and the 60% workload.

1990 Full-Time Lecturers that retire under VPR may be hired after their retirement at a PTL1
1991 rank.

1992 **ARTICLE XX. DISCIPLINARY ACTION**

1993 **A. Construction**

1994 The Employer reserves the right to discipline an Employees and determine the
1995 appropriate level of disciplinary action (e.g., verbal warning, written reprimand,
1996 suspension, termination).

1997 The discipline of an Employee shall be subject to the grievance procedure provided for
1998 under Article XI, "Grievance Procedure".

1999 Only the Assistant Vice President of Academic Human Resources may suspend or
2000 terminate an Employee. The parties agree that suspension and termination are only
2001 considered as the first level of discipline in the more serious of cases, i.e., for just cause.
2002 By way of illustration, but not by way of limitation, "just cause" shall be:

2003 a) serious professional misconduct;

2004 b) sexual misconduct;

- 2005 c) violence;
- 2006 d) the failure to perform the Employee’s professional responsibilities as set
- 2007 forth in this Agreement and in a manner acceptable to the Employer (as
- 2008 determined by its Assistant Vice President for Academic Human
- 2009 Resources);
- 2010 e) the inability of an Employee, owing to medical reasons or otherwise, to
- 2011 complete his or her contractual responsibilities;
- 2012 f) threatening, or, without legal justification, intentionally causing injury to
- 2013 any person in the workplace;
- 2014 g) intentionally causing damage to property of the Employer or the property
- 2015 of any individual on Eastern Michigan University grounds or in Eastern
- 2016 Michigan University buildings;
- 2017 h) intentionally interrupting the normal daily teaching, research or
- 2018 administrative operation of the Employer or directly inciting others to
- 2019 engage in such actions;
- 2020 i) deliberately blocking the entrance or exit of any individual to or from
- 2021 Eastern Michigan University facilities or property for any reason not
- 2022 sanctioned by the Employer;
- 2023 j) engaging in any illegal activity reflecting negatively on the Employer;
- 2024 k) acts of discrimination, sexual harassment, or any other form of harassment
- 2025 in violation of Employer policy, state, federal, or local law.

2026 **B. Suspension**

2027 An Employee may be suspended only for just cause (as described in Section A above)

2028 and only by the Assistant Vice President of Academic Human Resources.

2029 Prior to the imposition of a suspension, the Associate Vice President for Academic

2030 Human Resources and other such persons that the Associate Vice President for Academic

2031 Human Resources deems appropriate, shall meet with the Employee, and if desired their

2032 Union representative, to discuss the basis for the suspension. The Employee (and the

2033 Union representative, if in attendance) will be provided the opportunity to present

2034 information they believe may merit consideration by the Employer; provided the

2035 Employee makes themselves immediately available and circumstances otherwise permit.

2036 The issue of pay during a suspension shall be determined by the Associate Vice President

2037 of Academic Human Resources, based on the circumstances of the suspension.

2038

2039 **C. Termination**

2040 An Employee may be terminated only for just cause (as described in Section A above)
2041 and only by the Associate Vice President of Academic Human Resources.

2042 Prior to the imposition of a termination, the Associate Vice President for Academic
2043 Human Resources and other such persons that the Associate Vice President for Academic
2044 Human Resources deems appropriate, shall meet with the Employee, and if desired their
2045 Union representative, to discuss the basis for the termination. The Employee (and the
2046 Union representative, if in attendance) will be provided the opportunity to present
2047 information they believe may merit consideration by the Employer; provided the
2048 Employee makes themselves immediately available and circumstances otherwise permit.

2049 Termination for cause will result in the Employee's appointment being cancelled without
2050 payment to the Employee for lost wages or fringe benefits or other liability to the
2051 Employer.
2052

2053 **ARTICLE XIX. RESIGNATIONS**

2054 In the interest of providing the Employer with adequate time to secure replacements, Employees
2055 are expected to give the maximum possible notice of impending resignation. Notice of
2056 resignation should be submitted in writing to the Department Head at least sixty (60) days prior
2057 to any semester in which the Employee is scheduled to teach, if at all possible, or, in the
2058 alternative, at the earliest point that an Employee becomes aware of their unavailability to teach.
2059 Any resignation shall specify the date on which the resignation is to take effect.

2060 **ARTICLE XX. LAYOFFS**

2061 **A. Definitions**

2062 A layoff is an involuntary separation from employment under this Agreement that occurs
2063 after an appointment letter has been signed by an Employee but prior to the end of the
2064 employment period for which the appointment has been made.

2065 **B. Order of Layoffs**

2066 Layoffs shall be by department and rank as specified below, provided the employees who
2067 are not being laid off are qualified to perform the remaining assignments.

2068 Subject to the foregoing, the priority of layoffs among the ranks shall be as follows:

- 2069 1. PTL1s
- 2070 2. PTL2s
- 2071 3. PTL3s

- 2072 4. Assistant Full-Time Lecturers
2073 5. Associate Full-Time Lecturers
2074 6. Senior Full-Time Lecturers

2075 Within the ranks above, the Department Head has the discretion to determine the order of
2076 layoffs based on qualifications followed by time of service in rank.

2077 **C. Notice of Layoffs**

2078 Written notice of layoffs shall be provided by the Employer, with copies to the Union, as
2079 soon as possible after the decision is made. This notice shall include the reasons(s) for
2080 the layoff and where applicable, information regarding benefits.

2081 **D. Access to EMU Facilities While on Layoff**

2082 Employees placed on layoff status who remain on an academic hiring list as described in
2083 Article XIV.E.3 shall retain access to EMU facilities and services on the same basis as
2084 other Employees. Employees on layoff status who are no longer on any such academic
2085 hiring list shall have the same access to general EMU Facilities as the public. For
2086 example, Employees on layoff may visit and use museums, galleries, special collections,
2087 and libraries. Employees may also continue to park in campus hourly pay lots, use
2088 recreational sport facilities if they hold a membership to the Rec/IM, and obtain athletic
2089 tickets. Additionally, Employees on layoff will continue to have access to their e-mail in
2090 accordance with University policies. Other than the benefits described in this section,
2091 Employees on layoff will have no right to any compensation or benefits.

2092 **ARTICLE XXI. LEAVES OF ABSENCE**

2093 **A. Paid Sick Leave Days**

2094 Each Full-Time Lecturer on a full-time (100%) academic year appointment will be
2095 granted six (6) paid sick leave days (1 day = 8 hours) per calendar year (January 1
2096 through December 31).

2097 Each Part-Time Lecturer will be granted three (3) paid sick leave days per semester (Fall
2098 and Winter) which they have an appointment.

2099 Each Employee will be granted one (1) paid sick leave day for Summer term if they have
2100 an appointment.

2101 Paid sick leave days will be credited to each Employee on a prorated basis at the time of
2102 initial appointment.

2103 Unused paid sick leave days will accumulate as follows:

- 2104 1. Full-Time Lecturers accumulate a total of twenty-five (25) paid sick leave days.
2105 In no case will the sick leave be allowed to exceed twenty-five (25) days.
- 2106 2. Part-Time Lecturers do not accumulate sick leave days.
- 2107 Any accumulated paid sick leave days will not be paid out as a cash option upon the Full-
2108 Time Lecturer's separation from the University.

2109 **B. Use of Paid Sick Leave Days**

2110 Paid sick leave may be used on any day on which an Employee is scheduled to work.

2111 An Employee will be considered absent if the Employee fails to appear for regularly
2112 scheduled duties because of illness or injury. The Employee shall contact their
2113 Department Head as soon as possible regarding such absences. All absences due to
2114 illness or injury will be debited against the Employee's paid sick leave credit, regardless
2115 of whether or not a substitute is provided.

2116 If an Employee is disabled and absent from work because of a compensable accident or
2117 injury covered by Workers' Compensation, the Employee may elect to utilize the
2118 Employee's paid sick leave entitlements to cover the monetary difference between the
2119 Employee's full-time salary as of the date of accident or injury, and compensation
2120 benefits applicable to the period of disability. The number of days debited against the
2121 Employee's paid sick leave entitlements shall be limited to that number necessary to
2122 cover the above difference, or that amount to which the Employee is then entitled,
2123 whichever is lesser.

2124 For any absence which is chargeable to paid sick leave benefits, the Employee may be
2125 required to file either a physician's statement or a sworn affidavit that the claim of
2126 absence for any of the reasons stated above is bona fide. Until such statement is filed, if
2127 requested, all absence will be considered as lost time and the Employee's pay will be
2128 reduced as provided for in below.

2129 Paid sick leave days as provided above may be utilized by an Employee for illness or
2130 injury of a member of the Employee's immediate family, subject to the following
2131 limitations:

2132 1. Such use shall be limited to three (3) days for any particular incident of illness or
2133 injury in any semester.

2134 2. "Immediate family" for the purpose of this provision shall be defined as: spouse,
2135 biological parent or an individual who stood in loco parentis to an Employee
2136 when the Employee was a child, or a biological, adopted or foster child, a
2137 stepchild, a legal ward, or a child of an Employee standing in loco parentis, who
2138 is either under age 18, or age 18 or older and incapable of self-care because of
2139 mental or physical disability. Persons who are "in loco parentis" include those

2140 with day-to-day responsibilities to care for and financially support a person when
2141 the person was a child.

2142 Disabilities resulting from pregnancy or childbirth shall be treated the same as other
2143 disabilities for purposes of these provisions.

2144 Where practical, requests for the above shall be made in advance to the Department
2145 Head.

2146 Paid sick leave days shall be debited in one (1) day increments, except in such cases
2147 where the Employee was able to attend scheduled classes, professional committee
2148 meetings and/or perform other professional assignments such that the Department Head
2149 determines the professional services rendered by the Employee to be equivalent to one-
2150 half (1/2) day's work and so approves the debiting of the Employee's paid sick leave on
2151 that basis.

2152 **C. Family and Medical Leave Act (FMLA) of 1993, as Amended**

2153 1. An Employee who has been employed by EMU for at least twelve (12) months
2154 and has worked at least 1,250 hours during the twelve (12) month period
2155 immediately preceding the date on which the leave commences is eligible for
2156 FMLA leave for any one or more of the following events below.

2157 a. For a birth of a child of the Employee and to care for such child.

2158 b. For the placement of a child with the Employee for adoption or foster care.

2159 c. To care for a spouse, additional eligible adult, child, or parent of the
2160 Employee if the former has a serious health condition, or

2161 d. If an Employee has a serious health condition which renders them unable
2162 to perform the functions of their position, they shall be granted twelve (12)
2163 workweeks of FMLA leave for any calendar year (January 1 through
2164 December 31).

2165 e. A qualifying exigency (as defined by the Department of Labor) arising
2166 out of the fact that the spouse, or a son, daughter, or parent of the
2167 Employee is on covered active duty or call to covered active duty status in
2168 the Armed Forces; and/or

2169 f. Care of the Employee's spouse, child, parent or next of kin (as defined by
2170 the Department of Labor) who is a covered servicemember with a serious
2171 injury or illness.

2172 2. An eligible Employee is entitled to FMLA in the following amounts and in the

- 2173 following periods:
- 2174 a. A combined 12 workweeks during a calendar year (January 1 – December
2175 31) for events 1a. – 1e. above.
- 2176 b. Up to 26 workweeks in a single 12-month period beginning on the day the
2177 Employee takes leave and ending 12 months later with respect to event 1f.
2178 above, provided leave under 1f., when combined with leave under 1a. –
2179 1e. may not exceed 26 weeks in the single 12-month period.
- 2180 3. Before taking FMLA leave, an Employee must exhaust any available paid sick
2181 leave. Any portion of the remaining twelve (12) workweeks shall be unpaid.
- 2182 4. The taking of a FMLA leave shall not result in the loss of any employment
2183 benefits accrued prior to the date on which the leave commenced; provided that
2184 nothing in this sentence shall be construed to entitle any Employee who returns
2185 from Leave to the accrual of any employment benefits during the period of the
2186 leave or to any right, benefit, or position other than that to which the Employee
2187 would have been entitled had the Employee not taken the leave.
- 2188 5. Except as otherwise provided for under the FMLA, Employees who take a FMLA
2189 leave for the intended purpose of the leave shall be entitled, on return from leave,
2190 to be restored by EMU to the position of employment held by the Employee when
2191 the leave commenced or an equivalent position with equivalent employment
2192 benefits, pay, and other terms and conditions of employment.
- 2193 6. During the period FMLA leave, EMU shall maintain coverage under any group
2194 health plan as defined by the FMLA for the duration of such leave and at the level
2195 and under the conditions coverage would have been provided if the Employee had
2196 continued in employment for the duration of the leave. EMU shall have the right
2197 to recover the premiums paid for maintaining coverage for the Employee under
2198 such group health plan during the period of a FMLA leave if the Employee fails
2199 to return to work for reasons other than the continuation, recovering, or onset of a
2200 serious health condition entitling the Employees to leave under Section B.1.c.,
2201 B.1.d., or B.1.e. above, or other circumstances beyond the Employee’s control. In
2202 this situation, EMU may require certification of inability to return to work as
2203 specified and allowed by the FMLA.
- 2204 7. If the requested leave is for the birth/care of a newborn child, the placement of a
2205 child in the Employee’s home for adoption or foster care, or to care for a spouse,
2206 additional eligible adult, child or parent who has a serious health condition, the
2207 Employee is first required to exhaust any available paid sick leave under Section
2208 A above. Upon exhaustion of the paid sick leave any portion of the remaining
2209 twelve (12) workweeks of leave shall be unpaid. Full-Time Lecturers should
2210 refer to Article **, “Fringe Benefits” for any benefits relating to short-term

- 2211 disability.
- 2212 8. Notwithstanding the provisions above, a family leave of up to twelve (12)
2213 workweeks for the birth/care of a newborn child, or for the placement of a child in
2214 an Employee's home for adoption or foster care may be taken at any time within
2215 the twelve (12) month period which starts on the day of such birth or placement
2216 for adoption or foster care. However, regardless of when the leave commences, it
2217 will expire no later than the end of the twelve (12) month period.
- 2218 (For example, an Employee who requests a leave at the start of the twelfth month
2219 [of the twelve (12) month period from the date of birth or placement] is entitled to
2220 only four (4) workweeks of unpaid leave.)
- 2221 9. Spouses, both of whom are employed by EMU, are limited to a combined total of
2222 twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month
2223 period for the birth/care of their child, placement of a child in their home for
2224 adoption or foster care, or for the care of a parent with a serious health condition.
2225 However, each Employee may use up to twelve (12) workweeks of unpaid leave
2226 during any twelve (12) month period to care for their child or spouse who is
2227 suffering from a serious health condition. If one spouse is ineligible for FMLA
2228 leave, the other spouse would be entitled to a full 12 weeks of FMLA leave.
2229 Where the spouses both use a portion of the total 12-week FMLA leave
2230 entitlement for either the birth of a child, for placement for adoption or foster
2231 care, or to care for a parent, the spouses would each be entitled to the difference
2232 between the amount they have taken individually and 12 weeks for FMLA leave
2233 for other purposes. For example, if each spouse took six weeks of leave to care
2234 for a parent, each could use an additional six weeks due to their own serious
2235 health condition or to care for a child with a serious health condition.
- 2236 The combined leave for spouses working for EMU is limited to 26 weeks during
2237 the single 12-month period when leave is to care for an injured or ill service
2238 member, or such leave is taken in combination with leave for either birth, care
2239 and/or placement of a child, or to care for the Employee's parent with a serious
2240 health condition. If one spouse is ineligible for FMLA leave, the other spouse
2241 would be entitled to the full 26 weeks.
- 2242 10. An eligible Employee who foresees that they will require a leave for the birth/care
2243 of a child or for the placement of a child in their home for adoption or foster care,
2244 must notify the Department Head, in writing, not less than thirty (30) calendar
2245 days in advance of the start date of the leave. If not foreseeable, the Employee
2246 must provide as much written notice as is practicable under the circumstances.
- 2247 11. An eligible Employee who foresees the need for a leave of absence due to planned
2248 medical treatment for themselves, their spouse, additional eligible adult, child or
2249 parent should notify the Department Head, in writing, as early as possible so that
2250 the absence can be scheduled at a time least disruptive to University operations.

- 2251 Such an Employee must also give at least thirty (30) calendar days written notice,
2252 unless it is impractical to do so, in which case the Employee must provide as
2253 much written notice as circumstances permit. An Employee who requires FMLA
2254 for a qualifying exigency (event B.1.e.) shall provide such notice as is reasonable
2255 and practicable.
- 2256 12. An Employee on an approved FMLA leave should keep the Department Head
2257 informed regarding their status and intent to return to work upon conclusion of the
2258 leave.
- 2259 13. If a requested leave is because of a serious health condition of the Employee
2260 which renders them unable to perform the functions of their position, to care for a
2261 spouse, additional eligible adult, child or parent who has a serious health
2262 condition, or to care for a spouse, child, parent, or next of kin who is a covered
2263 servicemember with a serious injury or illness, the Employee may be required to
2264 file with EMU, in a timely manner, a health care provider's certification or such
2265 recertifications as may reasonably be required by EMU. Similarly, as a condition
2266 of restoring an Employee whose FMLA leave was occasioned by the Employee's
2267 own serious health condition, EMU may also require the Employee obtain and
2268 present certification from their health care provider that the Employee is able to
2269 resume work. All required certifications or recertifications shall conform to the
2270 FMLA's certification requirements.
- 2271 14. In any case in which EMU has reason to doubt the validity of the health care
2272 provider's statement or certification for leaves taken under Sections B.1.c, B.1.d.,
2273 and B.1.f, EMU may, at its expense, require second and third opinions as
2274 specified by the FMLA to resolve the issue.
- 2275 15. A leave taken under Section B.1.a. or B.1.b. above may be taken intermittently or
2276 on a reduced leave schedule if agreed to by EMU. Subject to the limitations and
2277 certifications allowed by the FMLA, a leave taken under Section B.1.c, B.1.d and
2278 B.1.f, above may be taken intermittently or on a reduced leave schedule when
2279 medically necessary, and under Section B.1.e. When an Employee requests
2280 intermittent leave or leave on a reduced leave schedule, EMU may require the
2281 Employee to transfer temporarily to an available alternative position offered by
2282 EMU for which the Employee is qualified and that has equivalent pay and
2283 benefits and better accommodates recurring periods of leave than the Employee's
2284 regular position.
- 2285 16. The provisions of Section B.1 - B.15 above are intended to comply with the
2286 Family and Medical Leave Act of 1993 as amended, and any terms used herein
2287 will be as defined in the Act. To the extent that these or any other provisions of
2288 this Collective Bargaining Agreement are in violation of the Act, the language of
2289 the Act prevails. The FMLA provisions do not impair any rights granted under
2290 other provisions of this Agreement.

2291 17. An Employee who is ineligible for, or who has exhausted their FMLA leave
2292 entitlements as provided in Section B. above, in cases of family need, including
2293 but not limited to the birth of a child, the adoption of a minor child, or the long-
2294 term illness (physical or mental) of a minor child or other member of the
2295 immediate family as defined in Section A above, an Employee shall not
2296 unreasonably be denied a leave without pay for one (1) semester, or a reduced
2297 appointment for a period of up to two (2) semesters, at a rate of compensation
2298 proportional to the rate of their regular appointment. Such leave may be renewed
2299 but the total leave time, including any FMLA leave, shall not exceed twelve (12)
2300 months.

2301 18. Evaluations for promotion may not be conducted during a semester that an
2302 Employee is on FMLA.

2303 **D. Unpaid Medical Leave**

2304 Upon proper application, an Employee who has exhausted the benefits provided for in
2305 Section A above will, if eligible, be placed on Family and Medical Leave Act (FMLA)
2306 leave, pursuant to the provisions of this Article.

2307 An Employee who is unable to work because of illness or injury and is ineligible for, or
2308 has exhausted, FMLA leave entitlements as provided in Section B. above, shall, upon
2309 proper application, be placed on unpaid medical leave for a period of up to one (1)
2310 semester or the duration of their appointment, whichever is less. An Employee may also
2311 request an extension of medical leave. If approved by the Employer, said extended
2312 medical leave shall be without pay for a period of up to one (1) semester. Said leaves may
2313 be further extended at the Employer’s discretion for additional periods of up to one (1)
2314 semester, but the total period of the leave time, including any FMLA leave, shall not
2315 exceed two (2) full years.

2316 The Employer may require the Employee submit a statement from their physician in
2317 support of any request for medical leave, and of any such leave extension or request by
2318 the Employee to return to work.

2319 **E. Bereavement Leave**

2320 An Employee will be allowed up to three (3) consecutive calendar days without loss of
2321 pay or benefits, to attend the funeral of a member of the Employee’s immediate family.
2322 “Immediate family” for purposes of this provision shall be defined as: husband, wife,
2323 father, mother, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-
2324 in-law, daughter-in-law, son-in-law, step child, legal ward, foster child, grandparent, and
2325 an individual who stood in loco parentis to an Employee when the Employee was a child.
2326 Persons who are “in loco parentis” include those with day-to-day responsibilities to care
2327 for and financially support a person, when the person was a child. For any individual not
2328 listed above, three (3) days of bereavement leave may be requested. Such requests shall
2329 not be unreasonably denied.

2330 In those limited instances where extenuating circumstances associated with the death of a
2331 member of the Employee's immediate family (e.g., the geographic location of the funeral
2332 and/or legal obligations that must be assumed by an Employee) necessitate an extended
2333 leave of absence on the part of the Employee, the Employee may request approval of up
2334 to two (2) additional days of Bereavement Leave, which requests will not be
2335 unreasonably denied by the Employer.

2336 An Employee who wishes to attend the funeral of someone outside of his/her immediate
2337 family may take one-half (1/2) day with pay, with the permission of the Department
2338 Head.

2339 **F. Jury Duty**

2340 Employees will suffer no loss in compensation when called to perform jury duty service.

2341
2342 The Employer will pay the difference between jury compensation and the Employee's
2343 regular Employer compensation. When an Employee is temporarily excused from jury
2344 duty service, they are expected to return to work.

2345 **G. Military Leave**

2346 A military leave without pay shall be granted upon request of any Employee who enters
2347 active military service of the United States, or civilian services of the United States which
2348 are an essential part of the national defense program. Upon conclusion of the leave the
2349 Employee shall be subject to reinstatement in accordance with the provisions of
2350 applicable federal or state law.

2351 An Employee who is ordered to active duty during an academic period in which the
2352 Employee is scheduled to work shall, upon request, be granted military leave to engage
2353 in a temporary tour of duty with the National Guard or any recognized branch of the
2354 United States Military Service. If the Employee's military pay is less than their regular
2355 Employer salary, the Employer will pay the Employee the difference for a maximum of
2356 fifteen (15) working days in any tour of duty or calendar year, whichever is the longer
2357 period. Such leave shall be credited as continuing service.

2358 **H. Personal Business Leave**

2359 Each Full-Time Lecturer shall be granted up to two (2) days each calendar year for the
2360 purpose of attending to personal business that cannot be attended to at a time not in
2361 conflict with their professional responsibilities. Personal business days shall be credited
2362 to each Full-Time Lecturer at the time of their initial appointment and on each January 1st
2363 thereafter. Such days shall be non-accumulative and shall be separate from and in
2364 addition to the paid sick leave days provided for in Section A.

2365 Each Part-Time Lecturer shall be granted up to one (1) day each semester in which they

2366 are working for the purpose of attending to personal business that cannot be attended to at
2367 a time not in conflict with their professional responsibilities. Personal business days shall
2368 be credited to each Part-Time Lecturer at the time of their appointment. Such days shall
2369 be non-accumulative and shall be separate from and in addition to the paid sick leave
2370 days provided for in Section A.

2371 Personal business leaves shall be approved in one-half (1/2) day increments, except in
2372 cases where the Employee completes their personal business in less than one-half (1/2)
2373 day and is able to attend scheduled classes, professional committee meetings and/or
2374 perform other professional assignments for one-quarter (1/4) day. In these instances, the
2375 Employee's personal business leave account will be debited in one-quarter (1/4) day
2376 increments, as approved by the Department Head.

2377 **I. Leave Conditions**

2378 To the extent permitted by applicable state and federal law, all leaves require advance
2379 administrative approval, which approval will be given in all instances where the terms
2380 and conditions of this Agreement have been satisfied. Where practicable, the Employee
2381 shall provide the Department Head with as much advance notice as possible of the need
2382 to utilize said leave. Said notice shall be framed with sufficient particularity to advise the
2383 Department Head of the reason for the absence and to establish its compensable nature
2384 under the terms of this Agreement. If advance notice is not practicable, the Employee
2385 shall provide as much notice as circumstances permit. The Department Head may require
2386 said notice to be in writing. If an Employee's absence is determined to be not
2387 compensable under the terms of this provision, it shall be regarded as lost time and the
2388 Employee's pay reduced.

2389 Where practicable, the Employee will be notified in writing of the approval or denial of
2390 leave within five (5) calendar days of submitting the leave application.

2391 **ARTICLE XXII. INPUT AND COMMUNICATIONS**

2392 **A. Input**

2393 Each academic department and the University Library, has a Departmental Input
2394 Document providing for input of Faculty. To the extent that those department Faculty
2395 procedures permit (or are subsequently amended to permit), Employee participation on
2396 curriculum and instruction committees will be allowed.

2397 To the extent that Employee access to full Faculty meetings is provided by currently
2398 agreed upon (or subsequently amended), Faculty input procedures, Employees shall be
2399 permitted to attend such meetings and provide recommendations on curricular matters.

2400 **B. Communications**

2401 Employees shall be given the opportunity to confer with their Department Head on their
2402 qualifications, curriculum, instruction, student matters and workload issues.

2403 Employees shall have full access to announcements, department policies, agendas,
2404 minutes, and other department items of business pertinent to their assignments.
2405 Additionally, the Department Head shall notify an Employee in writing, with a copy to
2406 the Union, when there are changes that directly and materially impact the Employee in
2407 the following areas:

- 2408 1. Department policies
- 2409 2. Curriculum
- 2410 3. Course design
- 2411 4. Course capacity
- 2412 5. Textbook requirements
- 2413 6. Employee office space

2414 In the first month of fall and winter semesters, each department will hold a meeting for
2415 Employees to explain ongoing EMU, College or Division, Department and Program
2416 practices (policies, rules, and regulations), to discuss curriculum, instruction, and
2417 workload issues, and to solicit advice and recommendations from Employees regarding
2418 departmental matters. The Union and Employees shall be notified in writing at least two
2419 weeks in advance of the meeting. Each academic unit will make fifteen (15) minutes
2420 available to the Union during the meeting.

2421 Prior to assigning Employees to courses for each semester, each Employee will have the
2422 opportunity to provide information in writing regarding preferred teaching assignments,
2423 willingness to teach overload courses, and preferred days, times, and locations of classes.
2424 For Employees who are assigned off-campus student teaching or clinical supervision,
2425 Employees may request placement in a particular geographic area. Final decisions
2426 regarding any of the above items rest solely with the Employer.

2427 **ARTICLE XXIII. PERSONNEL FILES**

2428 An Employee, on giving reasonable written notice, shall be permitted to review the Employee's
2429 own personnel file, excluding confidential letter(s) of recommendation. Such review shall occur
2430 during normal business hours in the presence of the responsible custodian of such file. The
2431 Employee shall have the right to copies of materials in their file. The Employee may be
2432 accompanied by a representative of the Employee's own choice at the time the file is examined.

2433 If an Employee should become aware of information included in the Employee's personnel file
2434 that is factually in error, the Employee may petition, in writing, the Associate Vice President for
2435 Academic Human Resources, or their authorized designee, to remove said information from the
2436 file. The Employee shall bear the burden of proof of establishing that the information is
2437 factually in error. If the Associate Vice President for Academic Human Resources, or their

2438 authorized designee, concludes that the information is in error, such information shall either be
2439 excised from the document in which it is located, or the document removed from the Employee's
2440 personnel file, whichever the Associate Vice President for Academic Human Resources, or their
2441 authorized designee, in their sole discretion, shall determine to be appropriate. The decision of
2442 the Associate Vice President for Academic Huma Resources, or their authorized designee, shall
2443 be final and binding on the Employee and the Union, and may not be challenged under the
2444 Grievance and Arbitration provisions of this Agreement. Further, discussions and/or decisions
2445 made pursuant to this provision shall not be introduced as evidence or otherwise considered in
2446 any grievance, arbitration, or other proceeding against the Employer.

2447 If the decision of the Associate Vice President for Academic Human Resources, or their
2448 authorized designee is not acceptable to the Employee, the Employee may provide a written
2449 explanation, affidavit, and/or document, which shall be identified as rebuttal information, and
2450 attached to each document alleged to be in error. Such attachment shall become a permanent
2451 part of the document in question.

2452 Disclosure of disciplinary actions to third parties shall be governed by the Bullard-Plawicki
2453 Employee Right to Know Act, MCL 423.501-423.512.

2454 **ARTICLE XXIV. TRANSFERS TO ADMINISTRATIVE APPOINTMENTS**

2455 Administrative/Professional (AP) positions are, at times, made available to qualified Employees.
2456 To provide uniform institutional policies/practices with respect to all persons so appointed, the
2457 parties are agreed as follows:

- 2458 1. An Employee appointed to an AP position shall be transferred outside the
2459 Bargaining Unit for the duration of the Employee's appointment.
- 2460 2. As an AP Employee, the Employee shall be subject to such terms and conditions
2461 of employment as the Employer may establish or which may otherwise govern the
2462 position to which the Employee is appointed.
- 2463 3. Upon the expiration of the Employee's appointment to an AP position, the
2464 Employee shall be returned to the Bargaining Unit and their former department
2465 and position, subject to the other provisions of this Agreement.
- 2466 4. The base salary of an Employee who is returned to the Bargaining Unit from an
2467 AP appointment shall be no less than if the Employee had not held such position.

2468 The Union shall be notified within thirty (30) calendar days of the appointment of an Employee
2469 to an AP position and within thirty (30) calendar days of the return of an Employee to the
2470 Bargaining Unit.

2471 **ARTICLE XXV. OUTSIDE EMPLOYMENT BY FULL-TIME LECTURERS**

2472 An Employee may accept outside supplemental employment as long as it does not interfere with
2473 the full and proper performance of their duties.

2474 EMU equipment, supplies, materials, or clerical services shall not be utilized for such outside
2475 work.

2476 Should the Department Head or Supervisor determine that the supplemental employment
2477 interferes with the Employee's duties, the Employee may be requested to modify such
2478 supplemental employment as a condition of the Employee's continued employment with Eastern
2479 Michigan University.
2480

2481 **ARTICLE XXVI. SCOPE OF AGREEMENT**

2482 **A. Agreement Construction**

2483 The article and titles throughout this Agreement are merely editorial identifications of
2484 their related text and do not limit or control that text.

2485 **B. Entire Agreement**

2486 This Agreement represents the entire agreement between the Employer, the Union, and
2487 Eastern Michigan University Employees which the Union represents. This Agreement
2488 supersedes and cancels all previous agreements, oral or written, and constitutes the entire
2489 agreement between the parties. Any agreement or agreements which supplement this
2490 Agreement shall not be binding or effective for any purpose whatsoever unless reduced to
2491 writing and signed by the Employer and the Union.

2492 **C. Saving Clause**

2493 If, during the life of this Agreement, any of the provisions contained herein are held to be
2494 invalid by operation of law or by any tribunal of competent jurisdiction or if compliance
2495 with or enforcement of any provisions should be restrained by such tribunal pending a
2496 final determination as to its validity, the remainder of this Agreement shall not be
2497 affected thereby. In the event any provision herein contained is so rendered invalid, upon
2498 written request of either party, the Employer and the Union shall immediately enter into
2499 collective bargaining for the purpose of negotiating a mutually satisfactory replacement
2500 for such provision.

2501 **ARTICLE XXVII. DURATION AND AMENDMENT**

2502 This Agreement shall continue in full force and effect from (date of ratification by both parties)
2503 to and including August 31, 2028. The Agreement shall continue in effect from year-to-year

2504 thereafter unless either party notifies the other in writing, not less than one-hundred fifty (150)
2505 days prior to the expiration date, that a modification or termination of the Agreement is desired.
2506 Should either party to this Agreement serve such notice upon the other party, the Employer and
2507 the Union shall meet for the purpose of negotiation and shall commence consideration of
2508 proposed changes or modifications in the Agreement not less than one-hundred twenty (120)
2509 days prior to the expiration of the Agreement.

2510 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement
2511 is not reached prior to the expiration date, this Agreement shall expire at the expiration date
2512 unless it is extended for a specified period by mutual agreement of the parties.

2513 In witness whereof, this Agreement has been executed by the parties by their duly authorized
2514 representatives this (insert date of signatures).

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE FEDERATION OF
TEACHERS

James J. Carroll
Chief Negotiator and Associate Provost

Jeremy Proulx
Co-Chief Negotiator

Kathleen H. Stacey
Associate VP for Academic Affairs

Anke Wolbert
Co-Chief Negotiator

Karen Ann Craig
Assistant VP for Academic Budgeting &
Operations

Paul Kominsky

James P. Greene
Counsel

2515
2516
2517
2518
2519
2520
2521
2522
2523
2524
2525
2526
2527

2528 **APPENDIX A** **LECTURER RANK**

2529
2530
2531
2532
2533
2534
2535
2536
2537
2538
2539
2540
2541
2542
2543
2544
2545
2546
2547
2548
2549
2550
2551
2552
2553
2554
2555
2556
2557
2558
2559
2560
2561
2562
2563
2564
2565
2566
2567
2568
2569
2570
2571
2572
2573

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND
THE EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS

PTL1s who have completed six semesters and have had an evaluation or should have had an evaluation during that period of time will be promoted to PTL2s in Winter 2024. PTL2s who have completed six semesters and have had an evaluation or should have had an evaluation during that period of time will be promoted in Winter 2024 to PTL3L, PTL3M, PTL3H based upon number of credit hours taught during their past six semesters of employment.

PTL1s in their third, fourth and fifth semester as of Fall 2023 will be evaluated in Winter 2024 for promotion in the Fall 2024. PTL2s in their fifth semester as of Fall 2023 will be evaluated in Winter 2024 for promotion in the Fall 2024. PTL3s in their fifth semester as of Fall 2023 will be evaluated in Winter 2024 for promotion in the Fall 2024 if they have taught the number of credit hours required to promote.

For Winter 2024, Full-Time Lecturers will be classified into the Assistant, Associate and Senior ranks based on the time as a Full-Time Lecturer. Full-Time Lecturers with greater than ten (10) years of service as a Full-Time Lecturer will be assigned the rank of Senior Full-Time Lecturer. Full-Time Lecturers with six (6) to ten (10) years of service as a Full-Time Lecturer will be assigned to the rank of Associate Full-Time Lecturer. Full-Time Lecturers with five (5) years or less as a Full-Time Lecturer will be assigned the rank of Assistant Full-Time Lecturer.

For Assistant Full-Time Lecturers, the time until their next evaluation will be based on their last hire date as a Full-Time Lecturer. For Associate and Senior Full-Time Lecturers, the time until their next evaluation shall be based on the time since their last promotion or salary adjustment under prior contracts. In the academic year 2023-2024, eligible Full-Time Lecturers can apply for promotion or salary adjustment by February 1, 2024.

This agreement shall not serve to alter, modify or otherwise establish a precedent for further interpretation or application of the Master Agreement between Eastern Michigan University and the Lecturer’s Unit of the Eastern Michigan University Federation of Teachers.

