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Preamble

PREAMBLE

Section A.

This Agreement is entered into on this day, September 10, 2007, by the Regents of The University of Michigan, hereinafter referred to as “the Employer,” and the Lecturers’ Employee Organization, American Federation of Teachers Michigan/ AFT Local 6244, AFL-CIO, hereinafter referred to as “the Union,” for the period beginning September 1, 2007 and ending May 15, 2010.

Section B.

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered. It is the intent and purpose of the parties that this Agreement provide for harmonious and constructive employment relations between Employer and valued Employees. The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the instructional interests of The University of Michigan.

Section C.

It is expressly understood and agreed by the parties that this Preamble does not establish any rights for any party, is not subject to the grievance or arbitration procedures of the Agreement, and may not be relied on in support of a grievance or other action.

ARTICLE I RECOGNITION

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on May 3, 2003, in Case No. R02L-170, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other conditions of employment for all Employees in the following described bargaining unit:

Included:

All non-tenure-track instructional staff.

Excluded:

1. Persons given courtesy appointments (0% effort) who receive no compensation;
2. All individuals who hold a tenured or tenure-track appointment at The University of Michigan and who are also appointed in a non-tenure-track instructional title;
3. Clinical and adjunct clinical instructional staff of all ranks;
4. Supervisors, confidential employees, temporary and casual employees appointed in a Visiting I instructional title (as defined in SPG 201.34-1 as, “Individuals whose employment responsibilities lie with another institution of higher education as visiting professors, associate professors, assistant professors, instructors, or lecturers in order to supplement the instructional program”), and all other employees.

ARTICLE II
NON-DISCRIMINATION

Section A.

Discrimination against any Employee shall be prohibited by the Employer and will not be tolerated.

The Employer will take proactive measures to ensure that Employees are treated without discrimination because of age, race, color, ethnicity, national origin, citizenship status (subject to compliance with federal and state law), sex (including gender identity and gender expression), religion, disability, height, weight, marital status, ancestry, political persuasion or affiliation, sexual orientation, HIV status, pregnancy, familial status or special disabled veteran or Vietnam-era veteran status.

Discriminatory harassment is a form of discrimination. The Employer shall adhere to the policies adopted by the Board of Regents and to applicable federal and state laws and regulations, including but not limited to the Michigan Elliot-Larsen Civil Rights Act of 1976 and the Michigan Persons with Disabilities Civil Rights Act.

Section B.

Sexual harassment of any Employee shall be prohibited by the Employer and will not be tolerated.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature under the following conditions:

1. When submission to or rejection of the conduct or communication is used as a factor in decisions affecting employment; or
2. When the conduct or communication has the purpose or effect of substantially interfering with employment, or creating an intimidating, hostile, or offensive employment environment.

Section C.

Neither the Employer nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Employee because of, or with respect to, his or her lawful Union activities, including participation in a grievance, or membership, or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

Section D.

Nothing in this Agreement shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights.

ARTICLE III NO STRIKE

During the term of the Agreement the Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in any concerted action against, or any concerted interference with, the operations of the Employer, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or in part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of Employees in an activity that is unrelated to their employment relationship.

In the event of any such action or interference, and on notice from the Employer, the Union, through its officials, will immediately disavow such action or interference and instruct in writing any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge. If the Union, through its officials, performs its obligations as set forth in this Article, the Employer agrees that it will not file or prosecute any action for damages against the Union or its officials. Nothing herein, however, shall preclude the Employer from proceeding against any Employee involved in such action or interference.

ARTICLE IV UNION SECURITY

Section A. Agency Shop

The Employer and the Union recognize that the proper negotiation and administration of a collective bargaining agreement and the fulfillment by the Union of its statutory duty of representation entail expenses that are appropriately shared by all Employees who are beneficiaries of such representation. Thus, all Employees shall as a condition of

their employment under the terms of this Agreement tender to the Union either uniformly required union membership dues or a representation service fee determined by the Union. Employees may satisfy the above condition of employment by completing an Authorization for Payroll Deduction of Union Dues/Service Fee card, described below, and delivering it to the Union prior to the first day of employment, or by paying dues/fees for each academic term in advance directly to the Union.

Section B. Union Dues or Representation Service Fee Payroll Deductions

1. The Employer shall deduct authorized amounts for current union dues or representation service fees from the monthly pay of each Employee who authorizes such a deduction by filling out an Authorization for Payroll Deduction of Union Dues/Service Fee card prepared by the Union and that uses language acceptable to the Employer. In the case of Employees holding multiple, simultaneous appointments, at least one of which is not covered by the terms of this Agreement, dues or fee deductions will be based only on the portion of the Employee's pay attributable to positions covered by this Agreement.
2. Employees will deliver Authorization for Payroll Deduction of Union Dues/Service Fee cards to the Union.
3. The Union will notify the Employer that a deduction has been authorized. These notifications will be accomplished via delivery of the following information to the University payroll office on a mutually agreed-upon date each month in a mutually agreed-upon electronic format: Employee name, Employee eight (8) digit identification number, and whether the deduction is for union dues or a representation service fee.
4. Unless revoked in writing by Employees as described in Section B.5., dues/fees deduction authorizations shall

remain in effect whenever an Employee is employed in a position subject to the terms of this Agreement.

5. An Employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the Union.

Section C. Compliance

1. Employer Appointment Letter and Union Security Language:
 - a. First-Time Lecturer Appointments – Appointing units will offer employment to prospective Employees covered by the UM/LEO Agreement via an appointment letter that includes an Authorization for Payroll Deduction of Union Dues/Service Fee card (provided by the Union) and the following statement:

“The appointment being offered to you in this letter is subject to the terms and conditions of a collective bargaining agreement between The University of Michigan (the “Employer”) and the Lecturers’ Employee Organization, AFT Michigan Local 6244, AFL-CIO (the “Union”). Article IV of that Agreement, Union Security, requires that all Employees subject to the Agreement pay either union dues or a representation service fee to the Union.

If you accept this offer of employment, please sign below. Your signature also indicates your understanding that payment of union dues or representation service fees is a condition of your employment. Employees may satisfy this condition of employment by either authorizing the deduction of Union dues or representation service fees from their paycheck by signing the enclosed Authorization for Payroll Deduction

of Union Dues/Service Fee card, or by making a direct payment to the Union prior to the beginning of teaching in the appointed term. The card, if completed, should be returned directly to the Union at the address on the card. Subsequently, should you wish to change your membership status, you may do so by filling out a new card and submitting it to the Union. Information on the dues or representation service fee rate, and a downloadable copy of the Authorization for Payroll Deduction of Union Dues/Service Fee card may be obtained from the Union's website at www.leounion.org/dues_fees/index.htm. Please direct any additional questions or concerns about Union Security to the Union at (734) 995-1813.”

- b. Renewal of Lecturer Appointment and Lecturer Reappointment Following Leave or Layoff – On renewal of a continuing Employee's appointment, or reappointment of an Employee after leave or layoff, appointing units within the University will include the following language in the appointment letter to the affected Employee:

“Your continued employment as a Lecturer is subject to the terms and conditions of a collective bargaining agreement between The University of Michigan (the “Employer”) and the Lecturers' Employee Organization, AFT Michigan Local 6244, AFL-CIO (the “Union”). As in the past, as a condition of your employment, you will continue to be responsible for paying Union dues or representation service fees either by payroll deduction or by direct payment to the Union. Should you wish to change your ‘union dues’ or ‘representation service fee’ paying status, you

may do so by filling out a new Authorization for Payroll Deduction of Union Dues/Service Fee card, available from the Union, and submitting it directly to the Union. Information on the dues or representation service fee rate and a downloadable copy of the Authorization for Payroll Deduction of Union Dues/Service Fee card may be obtained from the Union's website at www.leounion.org/dues_fees/index.htm. Please direct any questions or concerns about Union Security to the Union at (734) 995-1813.

If you accept this offer of reappointment, please sign below. Your signature also indicates your understanding that payment of union dues or representation service fees is a condition of your continued employment.”

Continued reference to the Union website as described in Section C.1. above is at all times contingent on the Union's continued compliance with the provisions of Article III, No Strike.

2. New Hire Reporting

a. Academic Unit New Hire Reporting:

For Employees accepting their first position covered by this Agreement, the appointing academic unit will notify the Union of the acceptance and will provide, if known, the Employee's name, UMID number, address, phone number, and email address. This notification will take place before the 15th day of August for fall semester; the 15th day of December for winter semester; the 15th day of April for spring and spring-summer terms; and the 15th day of June for summer term. The notice will take the form of an attachment to an email message sent to an address provided by the Union to the University.

- b. System-Originated New-Hire Reporting:
On the third day of each month, the Employer will deliver a listing of newly-appointed Employees whose appointment information has been added to the University database during the previous calendar month.

On Monday of each week in the months of January, May, July, and September, the Employer will deliver a listing of newly-appointed Employees whose appointment information has been added to the University database during the previous calendar week.

The system-originated “new-hire” listings will include the following data elements: last name; first name; UMID number; job title; job code; hire begin date; appointment start date; appointment end date; compensation frequency; appointment period; appointment period description; compensation rate; department ID#; department name; Sch/Coll/Div name; FTE; deduction code, if applicable; home and UM address and contact information; Employee status code; Employee status description.

3. The Union expressly permits and authorizes the Employer to automatically deduct either union dues or representation service fees from the paychecks of covered Employees who have not, prior to the end of the last day of the first month of their semester of employment, elected to satisfy their union dues or representation service fees obligations by either automatic payroll deduction or direct payment, as described in the preceding paragraphs.

4. Prior to the end of the 10th day of the second month of a semester, the Union will provide the Employer with the name, UMID number, title, appointing department(s) (each of these data elements are included in the monthly reports from the Employer to the Union described in Article IX – Information) and dues or representation service fee status of any individual who has, as of that date, (1) failed to make arrangements to pay either union dues or representation service fees to the Union and (2) has not formally challenged the amount of dues/fees. The Union will also, prior to the first automatic payroll deduction by the Employer in such situations, notify affected Employees of this provision and that past due and future union dues or representation service fee deductions will be made by the Employer through automatic payroll deduction.
5. Deduction of union dues or representation service fees made pursuant to this Article will begin no sooner than the first regular paycheck received by the Employee following timely notice by the Union to the Employer (as described in Section B.3. above). The initial deduction will include any accumulated union dues or representation service fee arrearages for the current semester of employment.
6. Employees who were delinquent in their union dues or representation service fees prior to September 1, 2005 may be rehired as Employees only after they have paid all delinquent union dues or representation service fees to the Union. The Union will provide a listing of the names remaining on this list to the University prior to July 1st of each year.
7. At the request of either party, the Employer and the Union will meet to review and revise the implementation of this Article; such review and revision may include negotiated changes to this Article.

Section D. Notification of Amount of Union Dues and Representation Service Fees

The amount or percentage rate of the deductions and the remittance address of the Union shall be certified in writing to the Employer by the Union no later than sixty (60) days before the changes will become effective. Such changes are limited to not more than two (2) occurrences annually.

Section E. Remittance to the Union

All sums deducted by the Employer shall be remitted to the Union each month by the fifth (5th) business day of the month following the month in which the deductions were made, together with a list of names, the amount deducted for each Employee for whom a deduction was made, and whether the amount represents dues or a representation service fee. This list will be provided in a mutually agreed-upon format. The Union shall provide the Employer with a Dues and Representation Service Fee Discrepancy Report listing under-deductions within fourteen (14) days following the receipt of the sums and list described above. The Employer will make appropriate adjustments, correcting for under- and over-deductions, to payroll deductions on the following payday.

Section F. Indemnification

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Employee. In addition, the Union shall indemnify and save and hold the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE V UNION RIGHTS

Section A.

Representatives of the Union will be permitted to transact official business with appropriate representatives of the Employer at all reasonable times provided they follow regular University procedures.

Section B.

Where facilities, including meeting rooms, or equipment, such as duplicating, IT, computing and audiovisual, are available for use by other unions, such facilities or equipment will be available to the Union in accordance with established University procedures.

Section C.

1. The Union may post notices on existing bulletin board space which is not reserved for specific purposes, but in no case shall the Union be denied space sufficient to post one (1) 8 ½ inch by 14 inch sheet in an academic unit employing Employees.
2. In addition, the Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in twenty (20) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8 ½ inch by 11 inch sheets. Ten (10) of these bulletin board spaces will be on the Ann Arbor campus, five (5) spaces will be on the Flint campus and five (5) spaces will be on the Dearborn campus.
3. The Employer shall provide a working and reasonably visible Internet link to this Agreement on the University's website.

Section D.

At the beginning of each semester, upon request of the Union, each academic unit will make up to twenty (20) minutes available to the Union immediately following any orientation it may have for new Employees. The purpose of this time is to inform Employees about the Union's function, to explain dues and service fees, to recruit departmental stewards and to discuss current bargaining status or any other Union business.

At the beginning of each semester, upon request of the Union, the CRLT Orientation for new faculty will make mutually agreed upon time and space available to the Union for orientation of new Employees.

Section E.

Union representatives may use existing electronic media, including but not limited to telephones and email, for Union business. At the Union's expense, Union representatives may use unit fax machines for the purposes of administering this Agreement. The Union's Grievance Chair or other Union officers (as defined in Article VII.B.) may request and be granted a LEO photocopy account in his or her academic unit to make occasional small numbers of copies for purposes of contract administration, at the Union's expense.

Section F.

United States mail that is received by the Employer bearing the name of the Employee with a correct specific campus address will be distributed to the Employee in the normal manner.

Section G.

Campus mail will be distributed to Employees in the same manner as it is customarily distributed to other faculty.

Section H.

Union representatives may distribute Union material to Employee mailboxes.

Section I.

Provisions of this Article will be administered consistent with PERA and Employer policies, including academic unit time, place and manner policies and practices.

ARTICLE VI
UNION-EMPLOYER CONFERENCES

Section A.

The purpose of this Article is to establish a forum to discuss important matters of mutual interest between the Union and the Employer with the intention of fostering good Employer-Union relations. These meetings will not be used to circumvent the grievance procedure.

Section B.

Representatives of the Employer shall meet with Union representatives from the Ann Arbor, Dearborn and Flint campuses, separately or jointly, whenever one of the parties deems it necessary to discuss matters which are local in nature, including those matters necessary to the implementation and administration of this Agreement. The meeting shall be held within fourteen (14) days of a request, unless the parties mutually agree to delay the meeting. An agenda shall be exchanged in advance whenever possible.

Section C.

Academic units shall, when possible, notify the Union at least forty-five (45) days prior to implementation of any significant decisions affecting the employment conditions of Employees in the academic unit.

Section D.

It is understood that any matter discussed, or action taken pursuant to such meetings or special conferences, shall in no way change or alter any of the provisions of the Agreement, or the rights of either the Employer or the Union under the terms of the Agreement.

ARTICLE VII
SCHEDULING AND REDUCTION IN APPOINTMENT
FOR UNION REPRESENTATIVES

Section A.

The Employer agrees to schedule meetings related to contract administration so as not to conflict with the scheduled assignments of designated Union representatives.

Section B.

The Employer agrees that an Employee elected as President, Vice President, Secretary, Treasurer, Campus Council Chair or Bargaining Chair may apply to his or her academic unit for an unpaid reduction in appointment during his or her term of office.

If a one-course per term reduction in appointment or its equivalent is requested and granted, and if the Employee was benefits eligible prior to the requested reduction, the Employer agrees to maintain the Employee's benefits eligibility during the period of reduction based on the specifics of the Employee's appointment. The purpose of this paragraph is to maintain benefits for an Employee who was otherwise benefits eligible, but not to provide benefits for an Employee who was not otherwise benefits eligible.

If the Employee is granted a reduction in appointment greater than one course per term or its equivalent, and if the Employee would no longer be eligible for benefits as a result, the Employer shall have no obligation to maintain the Employee's benefits eligibility.

The academic unit shall not unreasonably deny permission for an unpaid reduction in appointment, provided the Employee has requested the reduction by November 1st for a winter semester reduction and March 15th for a fall semester reduction. No course reductions can occur during the spring, summer, or spring-summer terms.

Subject to the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, the Employee shall resume his or her previous pattern of assignments upon returning to his or her previous level of employment effort unless the circumstances of the Employer have changed, making this unreasonable.

ARTICLE VIII MANAGEMENT RIGHTS

Section A.

The University, its Board of Regents, its officers, agents, and bodies delegated by the Board of Regents retain, solely and exclusively, all inherent rights, functions, duties, responsibilities and authority with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment, to exercise its academic judgment, and the manner in which the operations of the University will be conducted, except where those rights, functions, duties, responsibilities and authority are limited by this Agreement.

Section B.

The rights, functions, duties, responsibilities, and authority identified in Section A above include but are not limited to the right to:

1. Plan, direct and control University operations;
2. Develop and implement the University's mission statement, policies, procedures and Affirmative Action plans;
3. Determine the number of locations of operations;
4. Determine the means, methods, and schedules of operations;
5. Alter, change, extend, curtail, or discontinue its operations or academic programs, partially or completely;

6. Determine the size of the workforce and the scheduling and assignment of Employees, including what work will be assigned to which classification(s) of Employee(s);
7. Hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off Employees;
8. Establish and require Employees to observe University rules and regulations and reasonable standards of conduct;
9. Maintain order and discipline or terminate Employees.

Section C.

If the Employer does not exercise its rights, functions, duties or authority, or if it exercises them in a particular way, this shall not be deemed a waiver of said rights, functions, duties, responsibilities or authority or its right to exercise them in some other way not in conflict with this Agreement.

ARTICLE IX
INFORMATION

Upon written request from the Union, the Employer will provide the Union with information which is necessary for the purposes of collective bargaining and which does not require unreasonable collection efforts.

Section A. Recurring Reports

Each month, the Employer will provide to the Union, at no cost to the Union, a report of all current Employee appointments on the day the report is prepared. The report shall include the following data elements in a mutually agreed-upon format: Employee last name, Employee first name, UMID number, appointment FTE, actual compensation rate, appointment classification code and name, appointing

department name and code, appointing school/college/division, date of hire, appointment begin date, appointment end date, Employee UM phone, Employee UM office address, Employee home address, and Employee home phone number.

This report shall also include all Employees on layoff status or leave of absence.

The Union shall also receive a monthly report showing Employees who have separated from employment and the reason for separation.

The above report(s) will be sent by the first Tuesday of each month in the form of an email attachment to an email address provided by the Union.

On the first Tuesday of March and November of each year, the Employer will provide the Union with a demographic profile of all current Employees, including those on layoff or leave of absence. This report, which will not include the names or other identifying information for individual Employees, will include the race, gender, citizenship status, date of birth and appointing campus for all Employees.

The University Payroll Office will additionally provide information concerning dues and fees deductions to the Union as specified in Article IV, Union Security.

The Employer shall provide the Union with a list(s) of Employees which, at the request of the Union, would include any of the aforementioned and/or any additional existing data elements. Such a list(s), shall be available within fourteen (14) days of a request by the Union, except for the first request for any specific list shall be available within fourteen (14) days from completion of the computer program. The Union will pay the Employer's regular price for any such list(s) including, but not limited to, any computer programming, provided the Employer submits a written estimate of the programming costs to the Union in advance.

It is understood that any report(s) shall contain the most current data available in the Human Resources Management System.

The Union shall retain all information in confidence and disclose only to those whose Union duties require them to have such information.

Section B. Salary Analysis

The University's annual publication, An Analysis of Salaries Paid to the University of Michigan Instructional Staff, shall include summary statistics of salaries paid to Employees in each unit reported. The statistics shall include total head count of Employees and the mean, median, minimum, maximum appointment fraction and salary paid to Employees by each unit.

Section C. College Resources Analysis System (CRAS) Tables and Data

The Employer shall provide the Union, at no cost to the Union, a copy of the College Resources Analysis System (CRAS) standard tables and data. Such information for each term shall be available as soon as practicable, but not later than eighty (80) days from the start of the next term, provided the Union has requested such information by the last day of classes of the term being requested.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

Section A. Definition of a Grievance

A grievance is a disagreement arising under and during the term of this Agreement. A grievance is limited to the following types of disagreements:

1. Those between the Employer and any Employee concerning his or her employment and the

interpretation or application of this Agreement. When more than one Employee has a grievance involving common fact(s) and provision(s), the Union shall process the grievance on behalf of named and all similarly situated Employees. If the Employees in this group are from more than one academic unit, the grievance shall be filed by the Union at Step Three of the procedure outlined below.

2. Those between the Employer and the Union concerning the interpretation or application of this Agreement on a question which is not an Employee grievance. Such grievances shall be filed at Step Three of the procedure outlined below.

Section B. Grievance Procedure Rules

1. An Employee is entitled to Union representation at any step outlined below at his or her request. An Employee may also decline such representation. However, the Union will receive a copy of any written answer.
2. No Employee or Union representative shall be penalized for initiating a grievance, or attending meetings at any step.
3. Time limits on each step may be extended by mutual consent of the parties.
4. At any step of the process, grievances may be withdrawn without prejudice.
5. Only the Union can move a grievance to Step Three.
6. The parties may agree to waive Step One and/or Step Two. Such agreement must be in writing.
7. Failure by the grievant or the Union, as applicable, to meet any of the time limits of this procedure will result in a settlement based on the Employer's last answer. However, this shall not prejudice the position of the same or other Employees with respect to any other separate grievance involving the same issue at that academic unit, or in any other academic unit of the University.

Section C. Grievance Procedure

The Employer and the Union agree that the organizational and/or supervisory structures vary for each campus, and for the schools and colleges on each campus. Therefore, the titles used in this section reflect a model of immediate supervisor, Department Chair, and Dean. In those cases where the organizational and supervisory model/structure does not fit this pattern, the parties recognize the need to modify the process accordingly, with the intent of reducing, and not increasing, the number of steps in the process.

1. Step One:

Pre-grievance discussions: An Employee or group of Employees may discuss work-related issues with a supervisor in an effort to resolve problems, including those involving provisions of this Agreement. Any resolution is acceptable as long as it does not violate the provisions of this Agreement. Resolutions reached at this step shall not establish a precedent for the future interpretation or application of this Agreement.

2. Step Two:

If the matter is not resolved at Step One, a grievance may be submitted in writing to the Department Chair and the immediate supervisor, if any, within sixty (60) days following reasonable knowledge of the facts giving rise to the grievance. The grievance shall be dated and signed by the Employee or the Union representative and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired. Within fourteen (14) days of submission of the written grievance, the Department Chair and supervisor, if any, shall meet at a mutually convenient time and place with the Employee and the Union representative, if any, in an attempt to resolve the grievance. The grievance answer will be sent to the parties, in writing, within fourteen (14) days of the meeting.

3. Step Three:

Grievances not resolved at Step Two may be appealed in writing by the Union to both the Dean of the School or College, and the designee(s) of the Provost, within fourteen (14) days following issuance of the Step Two answer. Within twenty-one (21) days of receiving timely notification, the designee(s) of the Provost and the Dean shall hold a meeting at a mutually convenient time and place for discussion of the grievance with representatives of the parties. The Provost's and Dean's designee(s) shall send a written answer to the parties within twenty-one (21) days following this meeting.

4. Expedited Processes

a. Expedited Process I

For grievances that allege discrimination, sexual harassment, or harassment as defined in Article II., Non-Discrimination and Article XXI., Harassment:

- i. A grievance that alleges discrimination, harassment or sexual harassment may be initiated at Step Three provided it is submitted in writing within ninety (90) days following reasonable knowledge of the facts giving rise to the complaint.
- ii. Unless otherwise agreed to by the parties, the designee(s) of the Provost and Dean will hold a Step Three meeting within fourteen (14) days of submission. The meeting may include relevant witnesses as determined by each party. The Step Three written answer shall be sent by the Provost's and Dean's designee(s) within fourteen (14) days following this meeting.
- iii. If the Union is not satisfied with the written answer, the Union may choose to proceed to arbitration as described in Section F below, and

shall so inform the Employer in writing within fourteen (14) days of receipt of the Step Three answer.

b. Expedited Process 2

Grievances involving discharge under Article XX., Discipline and Dismissal, will proceed consistent with the procedures outlined in paragraphs i., ii., and iii. below.

Grievances involving non-reappointment following an unsuccessful major review, full layoff of an Employee with presumption of renewal to or partial layoff of an Employee resulting in a loss of eligibility for University contributions to health insurance may, at the option of the Union, be processed in accordance with the following provisions or may begin at Step Two of the grievance procedure, as outlined in Section C.2. above. In such instances, if the grievance is not resolved at Step Two, the Union may appeal the grievance to Step Three in writing within fourteen (14) days of receiving the Step Two response, and the matter will proceed in accordance with paragraphs ii. and iii. below.

- i. The grievance must be submitted by the Union at Step Three within forty (40) days of the date of written notice of discharge under Article XX, non-reappointment following an unsuccessful major review, full layoff of an Employee with presumption of renewal, or partial layoff of an Employee resulting in a loss of eligibility for University contributions to health insurance, and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired.

- ii. The designee(s) of the Provost and Dean will hold a Step Three meeting within fourteen (14) days of submission. The meeting may include relevant witnesses as determined by each party. The Step Three written answer shall be sent by the Provost's and Dean's designee(s) within fourteen (14) days following this meeting.
- iii. If the Union is not satisfied with the written answer at Step Three, the Union may choose to proceed to arbitration and shall so inform the Employer in writing within fourteen (14) days of receipt of the Step Three answer.

Section D. Arbitration

The Union may submit to arbitration a grievance that is not resolved at Step Three provided that the designee(s) of the Provost receives written notice of intent to arbitrate within thirty (30) days following issuance of the Step Three answer except as provided in C.4. above. Such notice shall identify the grievance and the issue(s) and set forth the provisions of the Agreement involved and the remedy desired. Arbitration will proceed according to Sections E. and F.

Section E. Selection of the Arbitrator

1. Arbitration Panel
 - a. By no later than January 15, 2008, the Union and the Employer shall agree in writing on a panel of four (4) arbitrators. The Union and the Employer shall, by lot, rank the panel in order (1, 2, 3, 4).
 - b. Any arbitrator on the panel may be removed from the list unilaterally by either party by written notice to the other party and the arbitrator. An arbitrator may remove himself/herself from the panel at any time with notice to the parties.
 - c. In the event that a vacancy occurs on the panel of arbitrators, the Employer and the Union will select a mutually agreeable arbitrator to fill the vacancy,

and the newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces.

- d. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator has heard a case. Once the list has been exhausted, the rotation process starts over with the first name on the list. When an arbitrator is unable to provide a hearing date for three (3) months or longer, the parties may move on to the next arbitrator listed.
- e. A member of the arbitration panel shall hear all arbitration cases.

2. Alternate Process for Selection of an Arbitrator

If the parties are unable to agree on the members of an arbitration panel, as set forth in Section E.1. above, the following procedure shall apply to the selection of an arbitrator. Following the written notice to the designee(s) of the Provost, the Employer and the Union shall attempt to select an arbitrator. If the arbitrator is not selected within fourteen (14) days following the receipt of the written notice, the parties may request the American Arbitration Association (AAA) to submit a list of five (5) qualified arbitrators, none of whom may be in the employ of the Employer or the Union. If one (1) of the five (5) arbitrators on the list is not mutually agreeable, the arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as arbitrator.

Section F. Provisions for Arbitration

Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

1. Either the Employer or the Union, or both, shall notify the arbitrator of selection and upon acceptance shall forward to the arbitrator a copy of the grievance, the Employer's response at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the Employer or the Union, as the case may be. If the arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.
2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held on the relevant campus (Ann Arbor, Flint, or Dearborn) unless otherwise agreed by both the Union and the Employer. Grievances that are University-wide in nature will ordinarily be heard in Ann Arbor.
3. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
4. Upon request of either the Employer or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator. The Employer and the Union shall have an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
5. At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests this opportunity.
6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A., submitted to him or her consistent with this Agreement, and considered by him or her in accordance with this Agreement.

7. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
8. The arbitrator shall not have any authority to substitute his or her judgment regarding any academic judgment made by the Employer. However, the arbitrator can rule on the impact of such academic judgments to the extent that the effects may violate the Employer's obligations under this Agreement.
9. The Employer and the Union shall share the fees and expenses of the arbitrator equally.
10. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative.
11. The arbitrator shall render the decision in writing within thirty (30) days following the hearing.
12. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.

ARTICLE XI
APPOINTMENTS, MAJOR REVIEW, AND RENEWAL

Section A. General Conditions

1. All appointments to unit titles are non-tenure-track.
2. There are nine (9) titles to be used under this Agreement:
 - a. Lecturer I
 - b. Lecturer II
 - c. Lecturer III
 - d. Lecturer IV

- e. Adjunct Series
 - i. adjunct professor
 - ii. adjunct associate professor
 - iii. adjunct assistant professor
 - iv. adjunct lecturer
 - f. Intermittent Lecturer
3. The title of the Employee shall be determined by the academic unit as described in Section B. below.
 4. Lecturer IIs and Lecturer IVs as defined below have “presumption of renewal,” which is defined as the expectation of recurring work provided that there is instructional need and budgetary support within the academic unit and that the Employee’s performance meets the standards established by the academic unit, consistent with Article XIX., Performance Evaluation. Except as otherwise provided in Article XII. B.4., B.5, and E.5., Employees with presumption of renewal will be laid off only after Employees without presumption of renewal and will be recalled from layoff status before Employees without presumption of renewal.
 5. The appointment effort initially offered for the first year of any multi-year appointment will establish the percentage of effort anticipated for the entire appointment period. In the event of a reduction in effort between appointments, the relevant provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, will apply. In the event of an additional assignment which is subsequently cancelled after the late cancellation deadlines provided in Article XII. B.5., C.3., and C.4., the Employee will not be placed on layoff status, but will receive the appropriate compensation provided in Article XII.D.
 6. No Employee who held the Lecturer III or IV title as of June 30, 2007 shall be reclassified solely as a result of the definitions in Section B. below.

7. The Employer shall not engage in activities or establish practices and/or programs for the purpose of denying access to reappointment, major review, or presumption of renewal.
8. If an academic unit posts a Lecturer III position in accordance with Article XXVI., Posting, Hiring and Notification, the academic unit will notify all Lecturer Is and Lecturer IIs in the academic unit (including those on layoff) of the posting. Any qualified Lecturer I or II shall be considered for the position, should they apply, just like any other applicant.
9. Breaks in service due to layoff (Article XII., Layoff, Reduction in Appointment Effort, and Recall) or leave of absence as specified in Article XXIX, Leaves of Absence Without Pay, will not be regarded as an interruption in continuous service as used in this Article.

Section B. Description of Unit Title Provisions

1. Lecturer I
 - a. A Lecturer I appointment is primarily for the teaching (and its related duties) of assigned courses. There is no requirement of any additional duties or responsibilities with this appointment.
 - b. By mutual agreement between the Lecturer I and the academic unit, the Lecturer I may on an occasional basis perform additional duties or responsibilities. These additional duties or responsibilities may or may not be for compensation and may or may not be considered in the review process as agreed upon by the parties.
 - c. Lecturer Is are appointed for periods of one (1) or more semesters. Employees may be appointed in the Lecturer I title until completion of a major review.

- d. A Lecturer I appointment does not carry with it the presumption of renewal. An academic unit has no obligation to offer any subsequent appointment(s) to a Lecturer I. However, as provided in Article XII., Layoff, Reduction in Appointment Effort, and Recall, non-reappointment of a Lecturer I may result in a layoff.
 - e. The non-reappointment of a Lecturer I for failure to meet the academic unit's performance expectations is a termination, and the Employee will not be placed on layoff status. When a Lecturer I is not reappointed for performance reasons, the Employer will provide notice to the Employee and the Union stating the basis for the decision. Upon request, the academic unit will provide additional relevant information to the Union regarding the termination.
 - f. Following initial appointment as a Lecturer I, by no later than the end of the fifth semester (i.e. fall or winter) of appointment, the academic unit shall conduct an interim evaluation of the Lecturer I, as provided for in Article XIX.C.
 - g. A Lecturer I may be appointed on a recurring basis.¹ However, except as specified in Article XIV., Provisions for Special Case Appointments, a Lecturer I who is appointed for eight (8) consecutive fall and winter semesters may only continue appointment eligibility, as a Lecturer II, after successfully completing a major review as described in 2.d. below.
 - h. Lecturer Is will not be reviewed while on full layoff status or while on a leave of absence as specified in Article XXX., Leaves of Absence Without Pay.

¹ See "Memorandum of Understanding Regarding Time Toward Major Review for Lecturers I, II, III, and IV" which is reprinted immediately after this Article and takes effect September 1, 2008.

- i. Decisions regarding reappointment shall be completed and announced prior to April 30 for reappointment in the following September. Decisions regarding reappointment shall be completed and announced prior to December 5 for reappointment in the following January.

2. Lecturer II

- a. A Lecturer II appointment has presumption of renewal and is primarily for the teaching (and its related duties) of assigned courses. There is no requirement of any additional duties or responsibilities with this appointment.
- b. By mutual agreement between the Lecturer II and the academic unit, the Lecturer II may on an occasional basis perform additional duties or responsibilities. These additional duties or responsibilities may or may not be for compensation and may or may not be considered in the review process as agreed upon by the parties.
- c. Decisions regarding course assignments and/or layoff shall be completed and announced prior to April 30 for the following academic year.
- d. Initial Major Review²
 - i. Initial Appointment as a Lecturer II³: Lecturer Is who have held appointments for eight (8) consecutive fall and winter semesters shall undergo a major review consistent with

² See Memorandum of Understanding #6 regarding initial major reviews for certain Lecturer Is during the 2007-08 academic year and the duration of appointments for Lecturer IIs on one-year appointments during the 2007-08 academic year.

³ See “Memorandum of Understanding Regarding Time Toward Major Review for Lecturers I, II, III, and IV” which is reprinted immediately after this Article and takes effect September 1, 2008.

the evaluation procedures in Article XIX., Performance Evaluation, for appointment as a Lecturer II with presumption of renewal. This major review will take place prior to the end of the eighth consecutive semester of service and shall be completed and decisions announced prior to April 1 for reappointment in the following September as a Lecturer II.

- ii. There are two (2) possible outcomes from the major review evaluation:
 - a. Successful completion of the initial major review shall create a presumption of renewal and a three-year appointment in the Lecturer II title.
 - b. If the Lecturer I's major review is unsuccessful, the Lecturer I will not be reappointed beyond the academic year in which the major review takes place and will receive notification of termination.
- e. Subsequent Major Review
 - i. A Lecturer II shall be reviewed in the final year of his or her appointment. The major review for renewal shall be completed and decisions announced prior to April 1 for renewal in the following September.
 - ii. There are two (2) possible outcomes from the major review evaluation:
 - a. Successful completion of the Employee's second major review shall result in renewal for an additional three (3) academic years. Successful completion of any subsequent major review shall result in renewal for an additional three (3) to five (5) academic years.

- b. If a Lecturer II's major review is unsuccessful, the Lecturer II will be given a one-year terminal appointment during which the academic unit shall conduct another major review. In the event of a terminal appointment, the academic unit will work with the Employee to develop a written remediation plan. If a Lecturer II fails the major review in the terminal year, the Lecturer II's appointment shall end at the end of the terminal year.
- iii. Lecturer IIs will not be reviewed while on full layoff status or while on a leave of absence as specified in Article XXX., Leaves of Absence Without Pay. If a leave of absence of up to one (1) year in duration is granted to a Lecturer II, the academic unit will extend the Lecturer II's appointment by a period of one (1) academic year, and the major review will take place in the final year of the extended appointment.

3. Lecturer III

- a. A Lecturer III appointment is for a position that includes instruction and significant ongoing administrative or service duties within the academic unit, and/or requires a range of instructional expertise.
- b. A Lecturer III's initial appointment(s) may be made on an annual basis or a multi-year basis for up to but no more than four (4) years of service.
- c. A Lecturer III appointment does not carry with it the presumption of renewal. An academic unit has no obligation to offer any subsequent appointment to a Lecturer III. However, as provided in Article XII., Layoff, Reduction in Appointment Effort and

Recall, non-reappointment of a Lecturer III may result in a layoff.

- d. The non-reappointment of a Lecturer III for failure to meet the academic unit's performance expectations is a termination and the Employee will not be placed on layoff status. When a Lecturer III is not reappointed for performance reasons, the Employer will provide notice to the Employee and the Union stating the basis for the decision. Upon request, the academic unit will provide additional relevant information to the Union regarding the termination.
- e. Following initial appointment as a Lecturer III, by no later than the end of the fall semester of the third year of appointment, the academic unit shall conduct an interim evaluation of the Lecturer III, as provided for in Article XIX.C.
- f. Unless otherwise specified in Article XIV, Provisions for Special Case Appointments, a Lecturer III appointed for four (4) consecutive academic years may only continue appointment eligibility, as a Lecturer IV, after successfully completing a major review as described in 4.b. below.
- g. Decisions regarding the reappointment of a Lecturer III during the first four (4) years of appointment shall be completed and announced prior to April 1 for reappointment in the following September.
- h. Lecturer IIIs will not be reviewed while on full layoff status or while on a leave of absence as specified in Article XXX., Leaves of Absence Without Pay. If a Leave of Absence of up to one

(1) year in duration is granted to a Lecturer III, the academic unit will extend the Lecturer III's appointment by a period of one academic year, and the major review will take place in the final year of the extended appointment.

4. Lecturer IV

- a. A Lecturer IV appointment has presumption of renewal and is for a position that includes instruction and significant ongoing administrative or service duties within the academic unit; and/or requires a range of instructional expertise.
- b. Initial Major Review
 - i. Initial Appointment as a Lecturer IV: Lecturer IIIs who have held appointments for up to but no more than four (4) consecutive academic years shall undergo a major review consistent with the evaluation procedures in Article XIX., Performance Evaluation for appointment as a Lecturer IV with presumption of renewal. This major review and decision will take place during the last year of employment in the Lecturer III title and shall be completed and decisions announced prior to April 1 for reappointment in the following September as a Lecturer IV.
 - ii. There are two (2) possible outcomes from the major review evaluation:
 - a. Successful completion of the major review shall create a presumption of renewal and an appointment in the Lecturer IV title. Future appointment as a Lecturer IV will be for a period of between three (3) and five (5) years; the term of the appointment will be at the discretion of the academic unit.

- b. If a Lecturer III's major review is unsuccessful, the Lecturer III will be given a terminal year appointment (i.e. the Lecturer III's appointment will end at the end of the year following the review). At its discretion, the academic unit may conduct a second major review in the terminal year. If a Lecturer III undergoes and fails a major review in the terminal year, he or she will not be reappointed.
- c. Subsequent Major Reviews⁴
 - i. A Lecturer IV shall be reviewed during the final year of his or her appointment. Evaluations shall be completed and decisions announced prior to April 1 for renewal the following September.
 - ii. There are two (2) possible outcomes from the major review evaluation:
 - a. Successful completion of the major review shall result in renewal for an additional three (3) to five (5) academic years; the term of the renewal is at the discretion of the academic unit.
 - b. If a Lecturer IV's major review is unsuccessful, the Lecturer IV will be given a one-year terminal appointment during which the academic unit shall conduct another major review. In the event of a terminal appointment, the academic unit will work with the Employee to develop a written remediation plan. If a Lecturer IV fails the major review in the terminal year, the Lecturer IV's appointment shall end at the end of the terminal year.

⁴ For the major review of Lecturer IVs in the College of Literature, Science, and the Arts, please refer to Memorandum of Understanding #1.

- d. Lecturer IVs will not be reviewed while on full layoff status or while on a leave of absence as specified in Article XXX, Leaves of Absence Without Pay. If a leave of absence of up to one (1) year in duration is granted to a Lecturer IV on a three-year appointment, the academic unit will extend the Lecturer IV's appointment by a period of one (1) academic year, and the major review will take place in the final year of the extended appointment. If a leave of absence of up to one (1) year is granted to a Lecturer IV on a four- or five-year appointment, the academic unit may, at its discretion, extend the Lecturer IV's appointment by a period of one (1) academic year and conduct the major review in the final year of the extended appointment.

5. Adjunct Titles⁵

A University employee who holds a regular non-instructional title at 50% or greater and who is appointed to teach a course or courses may be appointed in an adjunct title provided that the two appointments are interdependent and not separate. Employees with adjunct appointments are not eligible for presumption of renewal. In addition, a University employee who holds a full-time (100%) regular non-instructional title and who is subsequently appointed as an Employee may be appointed in an adjunct title, as determined by the academic unit.

An Employee appointed in an adjunct title shall, upon written request, undergo a review after his or her sixth year of service in an adjunct appointment. If the review is successful, the Employee in an adjunct title

⁵ See Memorandum of Understanding #6 regarding review of Employees in the Adjunct series during the 2007-08 and 2008-09 academic years.

will receive a lump-sum payment as set forth in Article XV.

6. Intermittent Lecturer

An Intermittent Lecturer is one who teaches one or more regularly occurring courses as an ongoing part of the academic curriculum, but only one (1) semester per academic year. For this group of Employees, one (1) semester or less per academic year is the regular appointment pattern and not the result of layoff due to lack of instructional/programmatic need or budgetary support.

An Intermittent Lecturer shall, upon written request, undergo a review after his or her sixth consecutive year of service. If the review is successful, the Intermittent Lecturer will receive a raise as set forth in Article XV, Salary.

7. Special Conference Cases

Notwithstanding the specific years-of-service or semesters-of-service requirements for an evaluation for renewal, there may be Employees who do not meet those requirements but could be eligible for such an evaluation due to the pattern of their employment with the University. The parties will meet in Special Conference to determine such Employees' eligibility for a major review and presumption of renewal.

8. Working Titles

An Employee may continue to use a title held prior to September 1, 2007 as a working title.

9. Grievability and Arbitrability

- a. No Employee shall be denied reappointment or renewal following an unsuccessful major review unless:
 - i. The Employee's major review was conducted in conformity with all provisions of Article XIX., Performance Evaluation;
 - ii. The Employee was informed of the reason(s) for non-reappointment and given an opportunity to respond;
 - iii. The academic unit applied standards, procedures, and policies for major review evenhandedly and without discrimination;
 - iv. The overall record of the Employee in Unit title positions was considered with primary emphasis on the current period of appointment.
- b. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of Article X., Grievance and Arbitration Procedure. An arbitrator reviewing procedural violations shall have the authority to order the Employer to redo the procedure.
- c. An arbitrator shall not have the authority to substitute his or her judgment for the Employer's judgment with respect to programmatic need, instructional need, or academic qualifications or to compel the Employer to make or continue an appointment or assign an Employee to a particular course/assignment.

**MEMORANDUM OF UNDERSTANDING
REGARDING TIME TOWARD MAJOR REVIEW
FOR LECTURERS I, II, III, and IV**

This Memorandum of Understanding (“MoU”) is made by and between the University of Michigan (the “Employer”) and the Lecturers’ Employee Organization (the “Union”). The Employer and the Union may be collectively referred to throughout as the “Parties.”

Background

1. The Parties’ 2007-2010 collective bargaining agreement (the “Agreement”) does not adequately address all timing issues related to the major review of Lecturers I and Lecturers III.
2. The Parties wish to address in this MoU the effect of an initial winter hire, layoff, or leave of absence on the time toward major review for Lecturers I.
3. The Parties further wish to address in this MoU the effect of an initial winter hire or layoff on the time toward the major review for Lecturers III.
4. The Parties finally wish to address in this MoU the effect of a layoff on the time toward the major review for Lecturers II and IV.

The Parties agree to the following provisions regarding time toward major review.

1. LECTURER I – The Parties agree as follows with respect to Lecturers I:
 - a. Time spent on full layoff or on leave of absence shall not count toward the fall and winter semesters necessary for an initial major review.
 - b. A Lecturer I shall be eligible for major review when he or she has worked for eight (8) consecutive fall and winter semesters in an academic unit, or when

he or she has worked at least eight (8) of the last ten (10) fall and winter semesters in an academic unit, whichever occurs first.

- c. If the eighth semester referenced in (b) above occurs during a winter semester, the Lecturer I shall undergo major review in that winter semester.
 - d. If the eighth semester referenced in (b) above occurs during a fall semester, the Lecturer I shall undergo major review during the next winter semester in which he or she is appointed.
 - e. Any change to unit title resulting from a major review of a Lecturer I shall take effect on the first of September following completion of the major review.
 - f. Any change in salary resulting from a major review of a Lecturer I shall take effect on the first of September following completion of the eighth fall or winter semester of appointment in ten.
 - g. For the major review of a Lecturer I, all work performed as an Employee in the academic unit may be considered.
 - h. If a Lecturer I was placed on a non-discretionary leave of absence in accordance with Article XXX. B., for one (1) or more semesters during the ten (10) semester period referenced in (b) above, the Parties will meet in Special Conference to discuss the Lecturer's major review schedule.
2. LECTURERS III – The Parties agree as follows with respect to Lecturers III:
- a. Article XI.B.4.b.i. provides that a Lecturer III who has held appointments for up to but no more than four (4) consecutive academic years shall undergo an initial major review.
 - b. In the event a Lecturer III is initially hired into the Lecturer III position beginning in a winter

- semester, the academic unit will determine whether the first (i.e. winter) semester of appointment shall constitute the first academic year of appointment for purposes of the required time toward major review and will so state in the Lecturer III's appointment.
- c. The Parties will meet in Special Conference to discuss the major review schedule of a Lecturer III who is placed on full layoff and subsequently recalled.
3. LECTURERS II and IV – The Parties agree as follows with respect to Lecturers II and IV:
- a. Lecturers II and IV are reviewed in the final year of their appointments as provided in Article XI.B.2.c.i. and Article XI.B.4.c.i., respectively.
 - b. If a Lecturer II or IV is placed on full layoff during the term of his or her multi-year appointment and is subsequently recalled, the Parties will meet in Special Conference to discuss the Lecturer's major review schedule.
4. EFFECTIVE DATE – This MoU is effective September 1, 2008.

ARTICLE XII
LAYOFF, REDUCTION IN APPOINTMENT EFFORT,
AND RECALL

Section A. Definitions

1. As used in this Article, the term "layoff" shall include both full layoff and partial layoff.
2. A full layoff is an involuntary separation from employment that occurs during the term of an appointment or between appointments because of

budgetary considerations, programmatic change, or lack of work in an academic unit.

3. A partial layoff is an involuntary reduction in the percentage of effort (including a reduction in the anticipated percentage of effort for a multi-year appointment under Article XI.A.5.) that occurs during the term of appointment or between appointments because of budgetary considerations, programmatic change, or lack of work in the academic unit.
4. Seniority is a number calculated as the sum of the total number of semesters and the sum of all fractional appointments (pro-rated for any period of employment of less than a full four-month semester) that the Employee has worked for the academic unit.
 - a. Spring/summer terms will be counted the same as a fall or winter semester.
 - b. In a situation where seniority is the same for two or more Employees, the Employee with more full time service in the academic unit shall receive preference.
 - c. An Employee will not lose seniority rights because of a layoff or leave of absence as provided for under Article XXX., Leaves of Absence Without Pay.
 - d. For Employees with specified joint appointments in more than one academic unit, the semesters of employment and appointments in those units count toward the calculation of an Employee's seniority factor.
 - e. The Employer shall calculate and maintain a record of the seniority for each Employee, including those on layoff. Furthermore, the Employer shall provide the Union with an updated electronic list of said Employees and their seniority on August 15th,

November 15th, and March 15th of each academic year. In circumstances potentially involving Employees with seniority accrued prior to Spring Term 1987, academic units making seniority-based decisions will be responsible for determining the total amount of seniority in the academic unit (i.e. including seniority accrued prior to Spring Term 1987) for the specific individual(s) under consideration for a seniority-based decision, and for appropriately applying it in related decision-making.

Section B. Procedure for Layoff

1. Consistent with the provisions of this Agreement, the Employer will identify Employees to be laid off.
2. Except as provided in B.5. below, the order of layoff for Employees within each specific title in the academic unit shall be on the basis of expertise, ability, and performance relevant to the assignment in question.
3. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two or more Employees within a specific Lecturer title, the order of layoff shall be in inverse order of seniority.
4. Except as provided in B.5. below, in the event that the layoff may involve Employees in different titles, the following will apply:
 - a. A Lecturer II will not be subject to layoff before a Lecturer I except as
 - i. specifically provided for in Article XIV, Provisions for Special Case Appointments; or
 - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer I's expertise, ability, and performance relevant to

the assignment in question exceeds that of the Lecturer II.

- b. A Lecturer IV will not be subject to layoff before a Lecturer III except
 - i. as specifically provided for under Article XIV, Provisions for Special Case Appointments; or
 - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer III's expertise, ability and performance relevant to the assignment in question exceeds that of the Lecturer IV.
 - c. A Lecturer III/IV may be retained over a Lecturer I/II in the situation where the affected Lecturers have all taught the course.
5. If the date of the notice of layoff is on or after the first day of classes of the semester for which the layoff applies, the academic unit may determine the order of layoff in accordance with the provisions of B.2., B.3., and B.4. above, or by the actual section or course cancellation (i.e. those Employees assigned to cancelled course(s) or section(s) could be selected for layoff).

Section C. Notice

1. Employees shall be given written notice of the effective date of any layoff, as soon as possible after the decision is made. The notice provided by the Employer shall include the basis for its decision and shall include the language in Section F. below regarding benefits coverage.
2. Lecturer Is will receive notice of layoff no later than April 30 for the subsequent fall semester and by no later than December 5 for the subsequent winter semester.

3. Lecturer IIs will receive notice of layoff no later than April 30 for the subsequent academic year beginning September 1.
4. Lecturer IIIs and Lecturer IVs will receive notice of layoff no later than April 1 for the subsequent academic year beginning September 1.
5. When the Employer notifies the Employee of the layoff, the Employer shall provide timely notice to the Union of the effective date of any layoff, the FTE of the layoff, and the identity of the affected Employee. Upon request, the Employer will, within two (2) weeks, provide additional relevant information to the Union regarding the layoff.

Section D. Compensation

1. Should the Employer fail to provide timely notice to Employees covered by C.3. and C.4. above, and subject to D.2. below, the Employee shall be provided with pay equal to 17% of the salary the Employee would have received for the section or course that was cancelled.
2. Lecturer IIs, IIIs, and IVs who are laid off under the provisions of B.5. above shall be provided pay equal to 25% of the salary the Employee would have received for the section or course that was cancelled.
3. Lecturer Is who are laid off under the provisions of B.5. above shall be provided pay equal to 12.5% of the salary the Employee would have received for the section or the course that was cancelled.

Section E. Recall

1. Except as provided in E.2. below, the duration of layoff status shall be limited to two (2) years from the effective date of the layoff. Any reduction in effort, whether within a single appointment or between two

- (2) appointments, shall not entitle an Employee to more than two (2) years of layoff status.
2. The following provisions apply to Lecturer Is first appointed on or after September 1, 2007:
 - a. For a Lecturer I who is laid off prior to being appointed for a third semester, the duration of layoff status shall be limited to one (1) year from the effective date of the layoff. During the period of layoff status, recall rights may not be exercised as described in E.3. and E.4. below, but the academic unit may recall the Lecturer I without posting.
 - b. For a Lecturer I who has been appointed for at least three (3) semesters but is laid off prior to being appointed for a fifth semester, the duration of layoff status shall be limited to one (1) year from the effective date of the layoff, and recall rights may be exercised during this period.
 3. The order of recall for Employees on layoff within each specific Lecturer title within the academic unit shall be based on expertise, ability, and performance relevant to the assignment in question.
 4. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two (2) or more Employees within the specific Lecturer title, the order of recall shall be in order of seniority.
 5. In the event that recall may involve Employees in different titles, the following will apply:
 - a. A Lecturer II will be recalled before a Lecturer I except
 - i. as specifically provided for in Article XIV, Provisions for Special Case Appointments; or

- ii. when the Employer can demonstrate a clear and convincing case that the Lecturer I's expertise, ability, and performance relevant to the assignment in question exceeds that of the Lecturer II.
 - b. A Lecturer IV will be recalled before a Lecturer III except
 - i. as specifically provided for in Article XIV, Provisions for Special Case Appointments; or
 - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer III's expertise, ability, and performance relevant to the assignment in question exceeds that of the Lecturer IV.
 - c. A Lecturer III/IV may be recalled before a Lecturer I/II in the situation where the affected Lecturers have all taught the course.
 - d. When no Employees eligible for recall have presumption of renewal, the Employer may consider applications from external candidates. In the case of internal candidates not covered by E.2. above, an external candidate may be selected for the available position if the external candidate's expertise, ability, and performance relevant to the assignment in question exceeds that of the internal candidate.
- 6. Whenever possible, all Employees on layoff status will be notified via U.S. mail and/or electronic mail by the academic unit and given an opportunity to apply for appointment opportunities. It is the responsibility of the Employee on the layoff status list to provide current contact information to the academic unit and current application materials.

7. If an Employee rejects the first offer of recall and provides written notice of the rejection with the reason(s) for the rejection to the academic unit in a timely manner, the Employee's layoff status will continue, and the Employee will be given the same rights to notice and opportunities for recall while on layoff status as the Employee had prior to rejecting the offer of recall. If the Employee rejects the first offer of recall, but does not provide written notice as described above, the academic unit is under no obligation to offer the Employee another recall opportunity. If an Employee rejects offers of recall in any two (2) separate semesters while on layoff status, the academic unit is under no obligation to offer the Employee another recall opportunity.

Section F. Benefit Coverage

Employees placed on layoff status will have the same access to general University facilities as Employees not on layoff. For example, Employees may visit and use libraries with regular borrowing privileges, museums, galleries, and special collections. Employees may participate in campus parking, recreational sport facilities, and obtain athletic tickets after meeting specific fee requirements. Additionally, Employees on layoff may have full use of the bus and email systems. An Employee may continue health and dental coverage (COBRA) until the end of the 18th month following the month the layoff became effective, provided the Employee remits payment of the full premium in advance as prescribed by the Employer.

ARTICLE XIII DISCONTINUANCE OF PROGRAMS

In the event of the discontinuance of an academic program, the Employer will provide as much advance notice as possible to all affected Employees. Article XII., Layoff, Reduction in Appointment Effort, and Recall, will be initiated for all affected

Employees. Prior to the effective date of the layoff, Employees at their request shall be placed on the recall list of one (1) academic unit on the affected campus per the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, if it is determined by the academic unit that the Employee's qualifications meet the prevailing standards for employment in that academic unit.

ARTICLE XIV PROVISIONS FOR SPECIAL CASE APPOINTMENTS

Section A. Appointment of Employees to Endowed Positions

1. The term "Endowed Position" means a bargaining unit position that is funded by external (i.e. non-University) sources, and is generally governed by a separate agreement between a donor and the academic unit that sets the terms of the position. The position is for a fixed duration not to exceed five (5) years. The Employee selected for the Endowed Position will be appointed in a LEO title and may carry an honorific title that may be used as a working title.
2. The Employer will provide the following information to the Union when it appoints an Employee to an Endowed Position: name of the Employee, title of the Endowed Position, appointing academic unit, and duration of the appointment.
3. The provisions of Article XXVI.A., Posting, shall not apply to Endowed Positions.
4. The provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply to Endowed Positions.

5. An Employee in an Endowed Position may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
6. An Employee in an Endowed Position is eligible for the unpaid leaves of absence set forth in Article XXX., irrespective of the bargaining unit title held by the Employee.
7. An Employee in an Endowed Position may be given a multi-year appointment, irrespective of the bargaining unit title held by the Employee.
8. While in an Endowed Position, an Employee will not be subject to the major review provisions of this Agreement and is not eligible for presumption of renewal.
9. Prior to appointing an Employee in an Endowed Position for any period beyond the period of appointment in the Endowed Position, the position shall be posted in accordance with the provisions of Article XXVI.A. Posting, and Employees on layoff in the academic unit shall be notified of the position in accordance with Article XII.E. If the Employee in an Endowed Position is hired for the position, the former honorific title will no longer be used, and he or she will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to his or her seniority calculation.
10. If the Employee had been an Employee prior to his or her appointment in an Endowed Position, and continues in a bargaining unit position after the Endowed Position ends, he or she shall have all prior semesters of service and percentages of effort in the Endowed Position applied to his or her seniority calculation.

Section B. Dual Career Appointments

1. The term “Dual Career Appointment” means a bargaining unit position, at least one-half of which is funded by the Provost’s Office and/or other sources outside the academic unit, held by an Employee whose appointment is related to the recruitment or retention of the Employee’s partner to a tenured, tenure-track, or research-track position.
2. The Employer may appoint no more than twenty-four (24) individuals into Dual Career Appointments during the term of the Agreement.
3. The Employer will provide the following information to the Union when it appoints an Employee to a Dual Career Appointment: name of Employee, appointing academic unit, Dual Career appointment status, and duration of the appointment.
4. The provisions of Article XXVI.A., Posting, shall not apply to Dual Career Appointments.
5. During the course of the Provost Office/outside funding of a Dual Career Appointment, the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply.
6. During the course of the Provost Office/outside funding of a Dual Career Appointment, an Employee in a Dual Career Appointment may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
7. At the discretion of the academic unit, an Employee in a Dual Career Appointment may be given a working title in the adjunct series, without holding a regular non-instructional title at the University, at a rank deemed appropriate by the academic unit.

8. An Employee in a Dual Career Appointment is eligible for the unpaid leaves of absence set forth in Article XXX., irrespective of the bargaining unit title held by the Employee.
9. An Employee in a Dual Career Appointment may be given a multi-year appointment, irrespective of the bargaining unit title held by the Employee.
10. Prior to appointing an Employee in a Dual Career Appointment for any period beyond the period of Provost's Office/outside funding, the position shall be posted in accordance with the provisions of Article XXVI.A, Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XII.E. If the Employee formerly in a Dual Career Appointment is hired for the position, the former adjunct title, if any, will no longer be used. Once appointed, the Employee will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to his or her seniority calculation.

Section C. Programs to Hire Recent University Graduates

1. The provisions of this Section shall apply to Recent Graduate Programs. The term "Recent Graduate Program" means a program designed to provide fixed-duration, post-graduate teaching experience not to exceed two (2) years to recent University graduates. The term "Recent Graduate Position" means a Lecturer I position held by an Employee who earned either a terminal masters or doctorate degree from the academic unit that wishes to appoint the Employee. An Employee appointed to a Recent Graduate Position must be appointed to the Position within one (1) year from the date of the Employee's graduation.

2. If the Employer decides to create a new Recent Graduate Program, the Employer shall notify the Union. For each proposed Recent Graduate Program, the Employer and the Union shall agree on an appropriate number of positions to be covered by such Program. In the event an Employee appointed under a Recent Graduate Program is appointed to a second year in a Recent Graduate Position, this second appointment shall count as one of the allowable appointments for that year.
3. The Employer will provide the following information to the Union when it appoints an Employee to a position covered by a Recent Graduate Program: name of Employee, appointing academic unit, duration of the appointment, and Recent Graduate Program status.
4. The provisions of Article XXVI.A., Posting, shall not apply to appointments of Recent Graduates.
5. During appointment in a Recent Graduate Position, the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply.
6. During appointment in a Recent Graduate Position, an Employee in a Recent Graduate Position may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
7. Prior to appointing an Employee in a Recent Graduate Position for any period beyond the period of appointment in the Recent Graduate Position, the position shall be posted in accordance with the provisions of Article XXVI.A., Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XII.E. If the Employee in

a Recent Graduate position is hired for the position, he or she will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to his or her seniority calculation.

Section D. Exchange Programs

1. The provisions of this Section shall apply to Exchange Programs. The term “Exchange Program” means a program involving a formal agreement between the University and another institution or established group of institutions of higher education (either foreign or domestic) under which the University places students or recent graduates of another institution into time-limited teaching roles not to exceed two (2) years at the University. “Exchange Program Position” means a Lecturer I position held by an Employee under an Exchange Program.
2. If the Employer decides to create a new Exchange Program, the Employer shall notify the Union. For each proposed Exchange Program, the Employer and the Union shall agree on an appropriate number of positions to be covered by such Program. In the event an Employee appointed under an Exchange Program is appointed to a second year in an Exchange Program Position, this second appointment shall count as one of the allowable appointments for that year.
3. In the event the academic unit does not have an agreement with the Union as to the appropriate number of Exchange Program Positions at the time it makes the appointment, academic units with existing Recent Graduate Programs may appoint Employees who would qualify as Exchange Program appointees in place of an available Recent Graduate Position.
4. The Employer will provide the following information to the Union when it appoints an Employee to an

Exchange Program Position: name of Employee, appointing academic unit, duration of the appointment, and Exchange Program status.

5. The provisions of Article XXVI.A., Posting, shall not apply to Exchange Program Positions.
6. The provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply to Exchange Program Positions.
7. An Employee in an Exchange Program Position may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
8. Prior to appointing an Employee in an Exchange Program Position for any period beyond the period of appointment in the Exchange Program Position, the position shall be posted in accordance with the provisions of Article XXVI.A., Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XII.E. If the Employee in an Exchange Program Position is hired for the position, he or she will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to his or her seniority calculation.

E. Noted Professionals

1. The term “Noted Professional” refers to an Employee, appointed to a bargaining unit position, who is a prominent scholar, researcher, artist, performer, or professional whose employment responsibilities do not lie with another institution of higher education. The appointment period is for one (1) academic year, and may be extended, under unusual circumstances, for up to one (1) additional academic year. The Union will be notified in writing at least thirty (30) days prior to the extension of the appointment.

2. The Employer may appoint no more than eighteen (18) individuals into Noted Professional Appointments during the term of the Agreement. In the event an Employee appointed under a Noted Professional Appointment is appointed to a second year as a Noted Professional, this second appointment shall count as one of the allowable appointments for the term of the Agreement.
3. The Employer will provide the following information to the Union when it appoints an Employee as a Noted Professional: name of the Employee, the title being given, the appointing academic unit, Noted Professional appointment status, and the duration of the appointment.
4. The provisions of Article XXVI. A., Posting, shall not apply to a Noted Professional appointment.
5. The provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply to a Noted Professional.
6. An Employee in a Noted Professional appointment may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoffs.
7. Except as required by state or federal law, an Employee in a Noted Professional appointment is not eligible for unpaid leaves of absence set forth in Article XXX., Leaves of Absence Without Pay, irrespective of the Employee's title or length of service.
8. The Employer may give the Noted Professional any existing instructional title established by the Employer as a working title.

9. While in a Noted Professional appointment, the Employee will not be subject to the major review provisions of this Agreement and is not eligible for presumption of renewal.
10. Prior to appointing an Employee in a Noted Professional appointment for any period beyond the Noted Professional appointment, the position shall be posted in accordance with Article XXVI. A., Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XIII.. If the Employee formerly in a Noted Professional Appointment is hired for the position, the former working title will no longer be used. Once appointed, the Employee will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to his or her seniority calculation.

Section F.

1. The Employer and the Union may enter into a Memorandum of Understanding to address unique or unanticipated aspects of any individual appointment or program described above.
2. The Employer shall not use the provisions of this Article for the purpose of denying Employees access to reappointment, major review, and/or renewal status.
3. At the request of either party, the Employer and the Union will meet to review and revise the implementation of this Article; such review and revision may include negotiated changes to this Article.

ARTICLE XV SALARY

Section A. General Conditions

1. An Employee's initial appointment shall be at a specified percent of effort and an initial salary rate which shall be at least the minimum salary rate specified below, and consistent with other starting salaries for Employees in the employing academic unit.
2. Annual Increases:
 - a. Effective September 1, 2007, all Employee full-time salary rates shall increase as follows:

Ann Arbor: \$1,200

Dearborn: 3%

Flint: 3%

In the event that the increase described above results in a full-time salary rate less than the minimum full-time salary rate set forth in Section B., the Employee's full-time salary rate shall be increased to the relevant minimum full-time salary rate.

- b. Effective September 1, 2008, and September 1, 2009, all Employee full-time salary rates shall increase by the average annual percent increase, excluding retention, promotion, and equity increases, for tenured and tenure-track faculty of the respective arts and sciences college at each campus.
3. Major Review Increases:

In addition to the annual salary increases provided in Section A.2. above, following the successful completion of an Employee's first and second major review, as set forth in Article XI., Appointments, Major Review, and Renewal, each Employee shall receive a major review increase as follows:

- a. Lecturer I and II:
 - i. Seven percent (7%) increase to the Employee's full-time rate effective on the 1st of September following successful completion of the first major review.
 - ii. Seven percent (7%) increase to the Employee's full-time rate effective on the 1st of September following successful completion of the second major review.
 - b. Lecturer III and IV:
 - i. Seven percent (7%) increase to the Employee's full-time rate effective on the 1st of September following successful completion of the first major review.
 - ii. Seven percent (7%) increase to the Employee's full-time rate effective on the 1st of September following successful completion of the second major review, or as otherwise provided for in Memorandum of Understanding # 1, Special Provisions Covering Lecturer IV Major Reviews in the College of Literature, Science, and the Arts.
4. In addition to the annual salary increases provided in Section A.2. above, following successful completion of an Intermittent Lecturer review under Article XI.B.6, the following provisions will apply:
- i. Seven percent (7%) increase to the Employee's full-time rate effective on the 1st of September following successful completion of the first review.
 - ii. Seven percent (7%) increase to the Employee's full-time rate effective on the 1st of September following successful completion of the second review.

5. **Adjunct Review Increase**
 Upon successful completion of a review under Article XI.B.5, an Employee appointed in an adjunct title shall receive a one-time payment in an amount equal to seven percent (7%) of the full-time rate of the adjunct appointment, prorated to the appointment effort in the adjunct title during the semester in which the review was completed. Such payment shall be made no later than the end of the month following the month in which the review is completed.

6. For Employees who remain in the same title, at no time shall the Employee's full time salary rate be reduced. For Employees who held appointments under Article XIV.A., Endowed Positions, XIV.B., Dual Career Appointments, and XIV.E., Noted Professionals, if the Employee is appointed to an appointment for any period beyond the Special Case appointment, the full-time salary rate may be reduced. For other Employees changing LEO unit title, if the Employer proposes to reduce the full-time salary rate, at the Employee's request the parties shall meet in Special Conference to review the issue.

7. In addition to A.2. above, the Employer may increase an Employee's full-time salary rate based on merit or equity considerations. Such increases will be effective on either September 1st or January 1st.

Section B. Minimum Full-Time Salary Rates

Effective September, 1, 2007, the minimum full-time salary rates shall be as follows:

| | Ann Arbor | Dearborn | Flint |
|-----------------|-----------|----------|----------|
| Lecturer I/II | \$31,000 | \$26,000 | \$25,000 |
| Lecturer III/IV | \$34,000 | \$30,000 | \$29,000 |

Effective September 1, 2008, the minimum full-time salary rates shall be as follows:

| | Ann Arbor | Dearborn | Flint |
|-----------------|-----------|----------|----------|
| Lecturer I/II | \$32,000 | \$26,000 | \$25,000 |
| Lecturer III/IV | \$34,000 | \$30,000 | \$29,000 |

Section C. Pay Schedules⁶

1. Lecturer Is are paid on a per-term or U-YrT basis.
2. Unless otherwise amended by Memorandum of Understanding:
 - a. For the 2007/08 academic year, Lecturer IIs are paid on a U-Yr or UYrD basis.
 - b. Effective September 1, 2008, Lecturer IIs are paid on a U-YrT basis.
3. Lecturer IIIs and Lecturer IVs are paid on a U-Yr, UYrD, or 12-month basis.

Section D. Special Conference

The parties agree to meet in Special Conference, by no later than the end of the Fall 2008 semester, to discuss the potential institution of an equity and merit pool on the Ann Arbor campus.

ARTICLE XVI
SPRING/SUMMER SALARIES

The compensation practices, including pay rates, of each academic unit for spring, summer, or spring/summer semester appointments in effect during 2007 will continue in effect. In

⁶ See Memorandum of Understanding #6 regarding the implementation of the U-YrT pay schedule for Employees who were appointed into the Lecturer II title prior to September 1, 2008.

the event the Employer proposes to make substantive changes to the current policy, the Employer will provide reasonable notice of the intent to make the changes and, upon request, will engage in impact negotiations with the Union.

The parties agree to meet in Special Conference to discuss situations in academic units where Employees allege that unfair practices in spring/summer assignments exist.

ARTICLE XVII BENEFIT ELIGIBILITY

Section A.

Employees with a minimum 50% total (concurrent) appointment of at least four (4) continuous months duration shall be eligible for the Group Health Insurance Plan (medical and prescription drugs), Dental Plan, Vision Plan, University and Optional Group Life Insurance Plan, Dependent Life Insurance, and Legal Plan.

Section B.

Lecturer Is and Intermittent Lecturers with a minimum 50% total (concurrent) appointment and funding for one (1) full term or at least four (4) continuous months shall be eligible for the Basic and Supplemental Retirement Plans. All other Employees with a minimum 1% appointment and funding of at least four (4) continuous months duration shall be eligible for the Basic and Supplemental Retirement Plans.

Section C.

Lecturer Is, Intermittent Lecturers, and Employees in the Adjunct series are not eligible for the Expanded Disability Plan. All other Employees with a minimum 50% appointment and funding of at least eight (8) months duration shall be eligible for the Expanded Disability Plan or with five (5) years of service and less than a 50% appointment and funding of at least eight (8) months duration.

Section D.

Employees with a minimum 50% appointment who receive salary from the University and funding for at least four (4) continuous months duration shall be eligible for the Flexible Spending Accounts.

Section E.

Employees shall be eligible for the Travel Accident Plan.

Section F.

The Employer shall notify the Employee within thirty (30) days of any change in his or her benefit eligibility and the process for making changes in benefit enrollment.

Section G.

The Employer will not retroactively deny benefit coverage to an Employee who initially received a total appointment of at least 50% but who subsequently received a notice of layoff on or after the first day of the first month of the semester that reduced the Employee's total appointment to less than 50% for that semester. In such circumstances, the Employee's benefits shall terminate at the end of the first month of the affected semester.

Section H.

Appointment fraction averaging occurs in some academic units to enable Employees to be eligible for benefits during the terms of an appointment. The practice typically occurs when an Employee is appointed for fall and winter semesters and his or her appointment fraction is over 50% in one semester and greater than 0% but less than 50% in the other semester. For example, an Employee may have a yearly 50% appointment, but teach two (2) classes in fall semester (66% appointment) and one class in winter semester (33% appointment). When averaged, the Employee has an annual 50% appointment and is eligible for benefits. This practice shall continue and is at the discretion of the Employer.

This provision will not negatively affect the benefits eligibility of those Employees with 0% effort in a given semester who had benefits coverage under current appointment averaging practices.

ARTICLE XVIII BENEFIT PLANS

Section A. General Provisions

1. All benefits, including opt-out credits, described in this Article shall remain as they were at the time of ratification with the provision that the Employer may make minor adjustments. The Employer agrees to provide reasonable notice and will meet and discuss in Special Conference any substantial change to any benefit, including but not limited to, changes in co-pays, deductibles, out-of pocket expenses, and eligibility of dependents.
2. Matters concerning compliance with the provisions of this Article, and whether or not the Employee has coverage in accordance with terms of any plan, shall be subject to the Grievance and Arbitration Procedures. Service disputes with benefit providers or payers shall not be subject to the Grievance and Arbitration Procedures.
3. If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for Employees, the Employer may make such adjustments in the Group Health Plan to avoid duplication of benefits.

Section B. Health Insurance Plan

1. During the term of this Agreement, Employees may be charged a share of the cost of group health insurance premiums not to exceed the maximum indicated below for the plan and coverage level elected:
 - a. The Group Health Insurance Plan (medical and prescription drug) as of 01/01/05 will contain a 4-tier structure of coverage consisting of:
 - i. One adult;
 - ii. One adult plus any number of children;
 - iii. One adult plus one adult dependent; and
 - iv. One adult plus one adult dependent plus any number of children.

The Employer contribution toward the cost of the group health insurance plan premium for individual Employee coverage (Tier i: one adult) will be 95% of the average premium cost of the two lowest-cost comprehensive plans. The Employer contribution toward the cost of group health insurance plan premiums for other tiers of coverage (those that include dependents) shall be the same contribution for the coverage for the Employee plus an additional contribution for covered dependents, calculated such that the Employer pays 85% of the aggregate premium cost for all covered individuals. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice. During the term of this Agreement, any significant change in the Employer's contribution toward the total group health insurance premium will be subject to additional negotiation with the Union.

2. The Employer shall provide a monthly opt-out credit to those Employees who elect no health insurance coverage in the same manner and to the same extent as provided to other University employees and who certify that they have other health insurance coverage through another employer's group health plan.
3. Summer Benefits/Seasonal Leave
 - a. Effective May 1, 2008, Employees whose appointments are 50% or more for fall and winter semesters and who are participating in the health and/or dental plans shall receive Employer contributions to summer (May 1 through August 31) health and/or dental benefits.
 - b. For Employees who are not on University Year appointments, Employee contributions toward summer health and/or dental benefits coverage will be deducted from the Employee's last paycheck in April unless the Employee notifies the academic unit in writing, by no later than April 1, that he or she does not wish to continue health and/or dental benefits during the summer.
 - c. An Employee will be on a "Seasonal Leave of Absence" without University or Unemployment Compensation during the period of inactive employment (May 1 through August 31).
4. Fall or Winter Semester Benefits Bridge
 - a. The provisions of this section apply to Employees in the following academic units: English Language Institute, Ann Arbor School of Nursing, and Dearborn School of Education. If another academic unit emerges as having Employees with similar regular appointment patterns as those identified above, the parties will meet in Special Conference regarding potential inclusion under this Section.

- b. Employees whose regular appointments are 50% or more for winter semester and spring-summer term and who are participating in the health and/or dental plans shall receive Employer contributions to fall semester (September 1 through December 31) health and/or dental benefits.
- c. For Employees who are not on University Year appointments, Employee contributions toward Fall semester health and/or dental benefits coverage will be deducted from the Employee's last paycheck in August unless the Employee notifies the academic unit in writing, by no later than August 1, that he or she does not wish to continue health and/or dental benefits during the fall semester.
- d. An Employee will be on a "Seasonal Leave of Absence" without University or Unemployment Compensation during the period of inactive employment (September 1 through December 31).
- e. Employees whose regular appointments are 50% or more for spring -summer term and fall semester who are participating in the health and/or dental plans shall receive Employer contributions to winter semester (January 1 through April 30) health and/or dental benefits.
- f. For Employees who are not on University Year appointments, Employee contributions toward winter semester health and/or dental benefits coverage will be deducted from the Employee's last paycheck in December unless the Employee notifies the academic unit in writing, by no later than December 1, that he or she does not wish to continue health and/or dental benefits during the winter semester.
- g. An Employee will be on a "Seasonal Leave of Absence" without University or Unemployment Compensation during the period of inactive employment (September 1 through December 31).

Section C. Group Health Insurance

The Group Health Insurance Plan includes a medical and prescription drug plan and shall be as provided by the Employer. In the event of any changes instituted by the Employer in the Group Health Insurance Plan, the Union will be notified thirty (30) days prior to the effective date of change.

Section D. Group Dental Plan

The Group Dental Plan shall be as provided by the Employer within the Flexible Benefits Program. Employees shall have a choice of three (3) dental plan options. The University contribution toward dental plan coverage shall be provided in the same manner and to the same extent as provided to other University employees. The Employer will provide a monthly opt-out credit to those Employees who elect no dental coverage and have at least one (1) year of continuous service. The opt-out credit will be provided in the same manner and to the same extent as provided to other University employees. The Employer will automatically enroll Employees who have not opted for a particular dental plan in The University of Michigan Dental Plan, Option I after one (1) year of continuous service.

Section E. Travel Accident Insurance

The Travel Accident Insurance Plan shall be as provided by the Employer in the same manner and to the same extent as provided to other University employees.

Section F. Disability Plan

The Expanded Disability Plan shall be as provided by the Employer in the same manner and to the same extent as provided to other University employees.

1. The Employer will pay the entire cost for coverage up to a base income of \$30,000 after the first four (4) years of service. During the first four (4) years of service the Employee must pay the entire cost for coverage on all base income.

2. An eligible Employee shall receive a disability income which shall be 65% of his or her covered monthly base income.
3. In the event that cash benefits are received from other sources as set forth in the Plan, the disability income set forth in paragraph 2 above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the Employee's monthly base income and never more than the maximum monthly benefits payable as set forth in the plan.
4. For each month that a disability income is received, Retirement Plan, Group Life Insurance, Dental Insurance Plan, and Health Insurance Plan contributions shall be made by the University as provided in the Disability Plan.
5. Consistent with the terms of the Expanded Disability Plan, when an Employee is first appointed into the Lecturer II title and is eligible for the Plan in accordance with Article XVII.C., he or she will have thirty (30) days to enroll in the Plan without providing satisfactory evidence of insurability; those Lecturer IIs who enroll after the thirty (30) day period must provide satisfactory evidence of insurability.
6. Lecturer IIs not previously eligible for the Expanded Disability Plan shall become eligible for the Plan effective October 1, 2007, consistent with the terms of the Plan. Newly eligible Lecturer IIs who enroll in the Expanded Disability Plan on or before October 31, 2007 will not be required to submit satisfactory evidence of insurability; those who enroll after October 31, 2007, must provide satisfactory evidence of insurability.

7. In order to be eligible to apply for benefits under the Expanded Disability Plan, an Employee must participate with the University's Work Connections program for assistance with management of any serious illness or injury.

In addition, in the event any University employee group receives from the University an increase to the \$30,000 per year base income limit as set forth in Article XVIII.F.1., or to the 65% of monthly base income limit as set forth Article XVIII.F.2, or the maximum monthly benefit payable as set forth in Article XVIII.F.3., the University shall increase these limits for Employees to the same extent and at the same time.

Section G. Retirement Plan

The retirement program shall be as provided by the Employer. It is understood that the retirement plan may be amended, except that the following, consistent with the terms of the Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAA-CREF) or Fidelity Investments retirement plan, shall not be changed during the term of this Agreement.

1. The Employer will contribute an amount equal to ten percent (10%) of an Employee's earnings each month and the Employee will contribute an amount equal to five percent (5%) of the Employee's earnings each month, or
2. At the option of a 100% appointed Lecturer II, III or IV Employee, age thirty-five (35) or older, and with two (2) years of service, the Employer will contribute an amount equal to five percent (5%) of an Employee's Social Security base earnings each month and the Employee will not contribute. When earnings are in excess of the Social Security base, subparagraph 1 above shall apply.

Section H. Group Life Insurance

During the term of this Agreement, the University Life Insurance Plan and the Optional Life Insurance Plan shall be as provided by the Employer within the Flexible Benefits program in the same manner and to the same extent as provided to other University employees. Newly hired or newly eligible Employees will be enrolled in the University Life Insurance Plan for \$30,000 in coverage at no cost to the Employee. If enrolled in the University Life Insurance Plan and the Employee requests additional life insurance coverage, the Optional Life Insurance Plan is available. The amount of life insurance coverage elected by an Employee under the Optional Life Insurance Plan may range from \$5,000 at the minimum to an amount equal to six (6) times the Employee's salary (one million dollar maximum).

The cost of the Optional Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. The Employee will pay the full cost in the same manner and to the same extent as provided to other University employees.

The Dependent Life Insurance Plan shall be as provided by the Employer within the Flexible Benefits Program in the same manner and to the same extent as provided to other University employees.

Section I. Other Flexible Benefits

The Legal Plan, Individual Long-Term Care Insurance, and a Vision Plan shall be as provided under the Flexible Benefits Plan in the same manner and to the same extent as is provided for other University employees.

Section J. Bridging Eligible Service Periods For Retirement With Benefits

1. A reduction in an appointment effort below 50% will be counted as eligible service to retire with medical, pharmacy, dental, and life insurance benefits and to maintain continuity of service accrual provided that:
 - a. The individual had an appointment eligible for service accrual to retire with medical, pharmacy, dental, and life insurance benefits prior to the reduction in effort;
 - b. The reduced appointment effort is less than 50% but greater than 0%;
 - c. The duration of the reduction in appointment is less than one (1) year;
 - d. The individual returns to an appointment eligible for retirement with medical, pharmacy, dental, and life insurance benefits service accrual following the reduction.

2. If the duration of the reduction is one (1) year or greater, the service during the reduction below 50% will not be credited as accrual toward meeting the eligibility to retire with medical, pharmacy, dental, and life insurance benefits. Eligible service accrued prior to the reduction will be added to an eligible service period that follows the reduction period provided that:
 - a. The individual had an appointment eligible for retirement with medical, pharmacy, dental, and life insurance benefits service accrual prior to the reduction in effort;
 - b. The reduced appointment effort is less than 50% but greater than 0%;
 - c. The duration of the reduction in appointment is less than five (5) years;

- d. The individual returns to an appointment eligible for retirement with medical, pharmacy, dental, and life insurance benefits service accrual following the reduction.

An individual is permitted to bridge service in addition to, and in conjunction with, Prior Service Credit and Reinstatement under SPG 201.49. There is no limit to the number of times an individual may elect to bridge eligible service periods. Since the service date is not changed, bridging service will have no effect on any other University benefit.

ARTICLE XIX PERFORMANCE EVALUATION

Section A. General Provisions

1. There are two (2) types of evaluation: interim evaluations and major reviews. Interim evaluations are conducted no more than once per year. Major reviews are conducted in accordance with the schedule set forth in Article XI.B. Evaluations will be of an Employee's performance based on the job description given in his or her appointment letter and other assigned duties.
2. Allegations of procedural violations of this article shall be subject to Article X., Grievance and Arbitration Procedure. An arbitrator reviewing procedural violations shall have the authority to order the Employer to redo the procedure.
3. Each academic unit will establish and distribute written procedures and criteria for major reviews and interim evaluations, including procedures for classroom observations, if observations are to be part of the review process. New Employees shall receive this information upon commencement of their initial appointment.

4. Except where specified in the Agreement, the academic unit will determine the frequency of, the manner of, and the Employee's responsibilities in evaluations. Process and procedure of the evaluation will be consistent with commonly accepted standards within The University of Michigan for evaluating teaching.
5. Within any academic unit, all evaluations in a given academic year will involve the application of consistent criteria for all Employees. Employees will be notified of changes in evaluation criteria by July 31 for the upcoming academic year.
6. Employees with concerns regarding possible bias on the part of individuals involved in their evaluation must submit their concerns in writing prior to the beginning of the evaluation. Such statements will not be part of the evaluation but will be kept on file with the evaluation.

Section B. Annual Report

1. Once per academic year, each academic unit will notify Employees of their obligation to submit an annual activity report and the date such report is due. The annual report will identify and summarize the Employee's performance and achievement relevant to his or her assigned duties during the past year, according to specifications provided by the academic unit's evaluation guidelines.
2. Annual reports submitted by an Employee will be considered during the Employee's subsequent interim review(s), if applicable, and major review. An academic unit may also provide annual feedback on an Employee's annual report.
3. An Employee who fails to submit an annual report in a timely manner may, at the discretion of the academic

unit, be denied the annual increase provided in Article XV.A.2. as follows:

- a. The academic unit shall provide the Employee with written notice via U.S. mail of its intent to deny the annual increase;
 - b. Within fourteen (14) days of the date of the written notice, the Employee may submit the annual report and/or provide the academic unit with an explanation of his or her failure to submit the annual report;
 - c. After considering any explanation provided by the Employee, the academic unit will confirm in writing its final decision with respect to the denial of the annual increase.
4. All Employees who work during any part of the annual review period shall be required to submit an annual report.

Section C. Interim Evaluations

Following initial appointment as a Lecturer I, by no later than the end of the fifth semester (i.e. fall or winter) of appointment, the academic unit shall conduct an interim evaluation of the Employee. Following initial appointment as a Lecturer III, by no later than the end of the fall semester of the third year of appointment, the academic unit shall conduct an interim evaluation of the Employee. This interim evaluation will be based, at a minimum, on the Employee's annual reports, student evaluations, and the syllabi or other equivalent course materials developed by the Employee according to the criteria in D.3. and D.5. below. At the discretion of the academic unit and with notice to the Employee, other factors may be considered subject to A.3. and A.5. above. This interim evaluation will result in written feedback to the Employee. This written feedback will be considered during the Employee's subsequent major review.

Section D. Guidelines for Major Reviews

1. Standards for reappointment involving major reviews as defined in Article XI., Appointments, Major Review, and Renewal, will be set by each academic unit.
2. As part of the major review process, each academic unit expects its Employees to provide evidence of high quality instruction that fosters students' intellectual development and to contribute to the overall teaching mission of the academic unit.
3. Each academic unit will establish specific written criteria relevant to its own methods of teaching and subject area(s). Such criteria shall not violate any provisions of this Agreement. The specific criteria may address, but are not limited to, the following general criteria:
 - a. command of the subject matter;
 - b. ability to organize material and convey it effectively to students;
 - c. successful design and/or planning of courses and course materials;
 - d. ability to communicate and achieve appropriate student learning goals;
 - e. effective interaction with students;
 - f. growth in the subject field and in teaching methods;
 - g. performance of required non-instructional duties where applicable.
4. Any major review shall be conducted by a committee of no fewer than three (3) members who will review, evaluate, and make recommendations to the Employee's academic unit director/chair or dean as applicable.

5. A thorough assessment of review materials will be conducted and a written summary of the evaluation will be provided to the Employee and placed in the Employee's personnel file. At a minimum, review items shall include:
 - a. Course materials;
 - b. Evidence of teaching performance;
 - c. Student evaluations;
 - d. Review of instructional and non-instructional obligations (e.g. grading, student evaluations, delivery);
 - e. Annual reports.
6. In a major review, student evaluations shall not be the sole measure of teaching performance.

Section E. Employee Response

The Employee may submit a timely response to any evaluation, and that response shall be included in his or her personnel file, consistent with Article XXIII., Personnel Records.

ARTICLE XX DISCIPLINE AND DISMISSAL

Section A. General Provisions

1. Discipline is a written warning, suspension with or without pay, reduction in duties, or reduction in pay for misconduct or unsatisfactory performance.
2. Dismissal is the termination of employment, initiated by the Employer, prior to a previously stated appointment end date (if applicable), for serious misconduct or unsatisfactory performance.
3. Any discipline or dismissal of an Employee pursuant to this Article shall be for just cause.

Discipline or Dismissal actions taken pursuant to this Article are subject to Article X., Grievance and Arbitration Procedure. If an Employee fails to grieve a disciplinary action in a timely manner pursuant to Article X., such Employee is considered to have waived the right to grieve the issue. An Employee dismissed for just cause may initiate the grievance at Level Three of the grievance procedure defined in Article X.

Section B. Remediation Plan

Prior to termination or reduction in duties or reduction in pay for unsatisfactory performance, the following actions will be taken:

1. The supervisor shall discuss the matter with the Employee, indicate the problem(s), articulate the performance expectations and time frames, and, where applicable, identify appropriate resources.
2. If a remediation plan is appropriate, the supervisor, working with the appropriate academic resources (e.g., CRLT), shall provide the Employee with a written remediation plan that sets forth the required areas of improvement and a reasonable time period within which the improvement shall be accomplished.

If the Employee fails to achieve the improvements set forth in B.1. or B.2. above, the Employee may be subject to discipline or dismissal under the provisions of this Article.

Section C. Procedure For Discipline Or Dismissal

Prior to termination or reduction in duties or reduction in pay for unsatisfactory performance, if an Employee fails to achieve the improvements outlined in Section B. above, or in cases of misconduct, the Employer will:

1. Provide a written Notice of Intent to the affected Employee.

2. Send a copy of the notice to the Union.
3. Inform the Employee of the disciplinary or dismissal action intended, and the effective date of the action.
4. Provide an explanation of the reason for the action.
5. Inform the Employee and Union of the date, time, location and Employer participants of a Review Conference to review the issues raised in the Notice of Intent.
6. Inform the Employee that he or she has the right to Union representation at the Review Conference.

Section D. Review Conference

1. A Review Conference committee will be appointed by the Employer to review issues of misconduct or unsatisfactory performance.
2. In cases of unsatisfactory performance where the quality of teaching is at issue, the Review Conference shall be conducted by a committee including a majority of academic appointees with knowledge of the Employee's field of expertise.
3. At the Review Conference the Employee and/or Union representative shall be entitled to speak on the Employee's behalf and to provide any supporting documentation. The Employee shall also be allowed no more than two (2) people to speak on his or her behalf during the conference. If the involved Employee fails to respond, the Employer will make a decision based upon available information.
4. Subsequent to the Review Conference and after consideration of the facts, the Committee will further review disciplinary options, conduct

additional investigation as may be needed, and make a recommendation to the Employer regarding appropriate action.

5. The Employer will inform the Employee and the Union of its decision in a timely manner.
6. In the case of serious misconduct on the part of an Employee, a suspension (i.e., interruption of active employment and removal of the Employee from the workplace), with or without pay, may occur, pending the scheduling of a Review Conference preparatory to a decision about the extent of appropriate disciplinary action, if any, to be taken.
7. All participants in the Review Conference shall maintain confidentiality of the case under consideration.

Section E. Written Notice of Action

1. In a timely manner as indicated in D.3. above following the Review Conference, a Written Notice of the result of the disciplinary review and the action being taken, if any, and the effective date of the action will be mailed to the Employee and the Union. This Written Notice shall include a summary of the reasons for the action being taken.
2. The Employer's action may not include discipline more severe than that described in the written Notice of Intent; however, the Employer may reduce such discipline without the issuance of a further written Notice of Intent.

ARTICLE XXI HARASSMENT

Harassment of any Employee shall be prohibited by the Employer and will not be tolerated.

“Harassment” means conduct by a University of Michigan employee or student directed toward an Employee that arises from or is related to the Employee’s status or function as an Employee and includes, but is not limited to, repeated or continuing contact that would cause a reasonable individual to suffer emotional distress and that actually causes the Employee to suffer emotional distress.

ARTICLE XXII HEALTH AND SAFETY

Section A.

In the interests of Employee health and safety, the Employer will take reasonable measures to provide proper heat, light, acoustics, and ventilation for all Employees and to minimize undesirable conditions and job hazards to which Employees may be subject.

Section B.

The Employer shall provide and distribute information about procedures to be followed in the event of an emergency, and how to request first aid information and supplies or equipment when needed.

Section C.

It is recognized and understood by the Union and the Employer that some of the work performed by Employees involves potential hazards and risks inherent in the work itself.

Section D.

The Employer shall maintain compliance with the established and accepted industry and Employer practices and procedures regarding health and safety, and with recognized and accepted safety standards and protocols. A working condition, procedure, operation or process will not, for the purposes of this Article, be considered unsafe if the work and the methods, practices and procedures required to perform it are consistent with the standards described in this section.

Section E.

If an Employee believes an unsafe condition exists, he or she should report it to an appropriate administrator in the employing academic unit, or, if he or she is not immediately available, contact Campus Safety. The Employer shall promptly investigate and take measures to ensure the safety of the Employee. During the period of any such investigation by the Employer, the Employee's work assignment will be modified so as not to expose him or her to the allegedly unsafe condition.

Section F.

No Employee will be disciplined for refusing to work in conditions determined to be unsafe or for refusing to use equipment determined to be unsafe. However, any Employee who knowingly makes false claims or refuses to perform a work assignment when he or she knows no unsafe condition exists may be subject to discipline.

ARTICLE XXIII
PERSONNEL RECORDS

Section A.

The Employer will maintain personnel records for each Employee. The records shall include documents pertaining to job performance, professional achievement, and awards. The Employee shall have the right to add material to

his or her personnel record, including but not limited to documentation of service or professional awards, nominations, or achievements.

Section B.

The source of all materials and electronic correspondence received from department chairpersons, administrative officers or other responsible sources shall be indicated.

Anonymous communications shall not be placed in an Employee's personnel record.

The Employee shall have the right to place, in the personnel record, a written response to any document contained in his or her personnel record, and that response shall be attached to the appropriate document.

Section C.

The Employee shall have the right to review his or her personnel record at a reasonable time and place and in the presence of a designated Employer representative. A representative of the Union may, with the Employee's authorization, accompany the Employee while he or she reviews his or her personnel record.

Section D.

Upon request, the Employer shall provide the Employee with a copy of part or all of his or her current personnel record, subject to a standard duplication fee.

Section E.

Access to personnel records shall be limited to those individuals with a legitimate need to know in connection with their University responsibilities.

ARTICLE XXIV PROFESSIONAL DEVELOPMENT

The Employer recognizes that access to, support of, and recognition of participation in professional development activities is vital to the professional and personal growth of Employees, as well as that these activities enhance and strengthen the academic programs and mission of the University.

Section A. Equal Access to University Professional Development Activities

All Employees shall have:

1. Equal access (defined as notification and invitation to attend) with tenure-track faculty to all professional development activities which include, but are not limited to, CRLT courses and distance learning workshops or seminars that are provided by the University; and
2. Equal opportunity with tenure-track faculty to make application to attend such activities where general invitation is not sufficient for the participation in such activities.

Section B. Equal Access to Support

1. Employees whose job duties include course development and who have continuing appointments are eligible to apply for CRLT grants.

In the context of CRLT's Grants for Teaching, the definition of "course development" shall be: "when an Employee has been assigned, or has an agreement with his or her Chair, to develop a new course, or significantly revise an existing course." In this same context, the definition of "continuing appointment" shall be: "when an Employee's appointment extends, or

is expected by both the Employee and his or her Chair to extend, beyond the term of the award.”

2. All Employees shall be eligible to apply for other grants and funds that may be offered by the Employer (at the individual campuses as well as University-wide).
3. It is understood that access to the application of funding in no way ensures that funding will be granted.

Section C. Lecturer Professional Development Funds

Effective September 1, 2008, the Employer shall establish a Lecturer Professional Development Fund on each campus. For the 2008/09 and 2009/10 academic years, the annual level of funding shall be no less than the following:

| | |
|------------|----------|
| Ann Arbor: | \$21,000 |
| Dearborn: | \$7,500 |
| Flint: | \$7,500 |

All Employees not on full layoff at the time the application is submitted shall be eligible to apply for grants from the Lecturer Professional Development Fund. Grants from the Fund shall not exceed \$500 for any Employee in an academic year. Employees already eligible for existing professional development funding in their academic units shall apply first to the academic unit before applying to the Lecturer Professional Development Fund.

Decisions about the distribution of funds shall be made by a committee on each campus. The membership of each committee shall be determined by the Provost at that campus and will include one or more Employees. The committees will develop criteria, policies and procedures for administering the fund on their respective campuses, consistent with University business procedures.

The committees shall provide to the Union a draft of the proposed criteria, policies and procedures, and the Union shall be given an opportunity to provide input. At the end of each academic year, the committees shall provide to the Union an accounting of the dispersal of funds.

The Lecturer Professional Development Fund is not intended to supplant policies or past practices for the granting or dispersal of funds within the academic units as set forth in Section D.

Section D. Current Practice

Any policies or past practices for the granting or dispersal of funds for travel support and other professional development opportunities to Employees that are currently in place by academic units shall remain in place, unless superseded by another part of this Agreement.

Section E. Additional Opportunities

Nothing in this Article shall prevent the Employer from granting additional professional development and/or educational opportunities to Employees outside those described in this Article.

ARTICLE XXV
FACULTY SUPPORT

Section A.

The Employer shall extend current library privileges to Employees consistent with privileges provided to tenure-track faculty. Employees will have borrowing privileges throughout the entire University Library System.

Section B.

Departments will make arrangements for Employees to obtain texts when provided free of charge by the publisher. Any instructional materials required by the department for a course

being taught by the Employee or required or recommended for students taking a course will be provided at no cost to the Employee.

Section C.

The University shall provide access to facilities, services, texts, and instructional support that is reasonably necessary for the Employee to complete his or her assigned duties and responsibilities, including but not limited to:

1. office and desk space, telephone, and answering equipment;
2. a computer;
3. storage space;
4. office, laboratory, and instructional equipment;
5. mailbox;
6. office supplies;
7. text, and/or reading materials;
8. photocopying equipment;
9. email account.

Section D.

Classroom facilities, technology, technological support and the training necessary for the use of said facilities and technology, shall be provided at no cost to the Employee on the same basis as the tenure-track faculty.

Section E.

Employees shall have the right to request that books, videos, software or other materials be purchased by the appropriate library.

Section F.

Keys to the office space, mailboxes and buildings where classes are assigned shall be provided consistent with campus or building specific policies, to the same extent as for other instructional faculty in the academic unit.

ARTICLE XXVI
POSTING, HIRING, AND NOTIFICATION

Section A. Posting

1. Posting Procedures

All appointment opportunities shall be posted on the Employer's Human Resources website. In addition, Employees on layoff in the academic unit shall be notified of all such appointment opportunities in accordance with Article XII.E.6.

Unless otherwise provided for in this Agreement, all appointment opportunities will be posted as soon as practicable. All such appointment opportunities will be posted a minimum of ten (10) days. All postings will include:

- a. the appointment opportunity for which applications are being accepted;
- b. a general description of the duties;
- c. the duration of the appointment;
- d. expected percentage of effort;
- e. the minimum and desired qualifications and the selection criteria to be used;
- f. the deadline for application and the beginning date of the appointment;
- g. the expected date by which the offer of appointment will be made;
- h. indication whether the appointment opportunity is subject to final approval by the academic unit;
- i. the fact that the appointment opportunity as posted is subject to this Agreement.

2. Exceptions to Posting Procedures
 - a. In the event that the employing academic unit intends to recall an Employee from layoff, posting is not required.
 - b. The Employer may fill a Lecturer III position from the ranks of current or laid off Employees without posting.
 - c. This posting requirement can be waived by the Employer when it would interfere with the need for timely hiring decisions, in unusual circumstances, or if otherwise provided for in this Agreement.
 - d. Posting is not required when the Employer fills a position under Article XIV., Provisions for Special Case Appointments.

Section B. Hiring and Notification

Hiring units will provide notification of hiring decisions to all Employees who have applied for the appointment opportunity within fourteen (14) days after it has been filled. Unsuccessful applications will be retained for potential consideration in the event that there are future similar openings.

Upon initial employment, re-employment, or any notification of a change in the terms and conditions of an Employee's appointment, the Employee will receive written notification specifying:

1. Title;
2. Name of employing academic unit;
3. Duration of employment;
4. Name of department chair, program head, or other person to whom the Employee reports;
5. Percentage of effort and salary;

6. Information regarding benefit eligibility;
7. A description of the appointment and general responsibilities;
8. The relevant Union security statement required under Article IV., Union Security, as well as the Authorization for Payroll Deduction of Union Dues/Service Fee card.

ARTICLE XXVII WORKLOAD

Section A.

The Employer and the Union agree that at The University of Michigan the establishment of a universal workload standard for all academic units is a complicated matter, affected by the nature of the academic unit and its programs as well as other factors unique to that appointing academic unit and campus.

Section B.

Academic unit policies and practices regarding workload standards for full-time equivalent employment shall continue according to those in effect as of July 1, 2007.

Section C.

The academic unit may continue and/or establish course credit equivalencies as appropriate. Such course credit equivalencies include but are not limited to the estimation of percent effort for specific courses and the calculation of course credit equivalencies (or other calculation) for other assigned duties. Except as provided in Section D. below, such course credit equivalencies shall be applied consistently to all Employees in the academic unit.

Section D.

In those circumstances where the assigned percentage of effort for specific course(s) for an individual Employee as of July 1, 2007, exceeds the standard percentage of effort for the specific course(s) in the academic unit (based on the academic unit's workload standard), this variance:

1. Shall be preserved for the individual Employee, but
2. Shall not:
 - a. modify the academic unit's workload standard.
 - b. create an obligation with respect to course credit equivalencies for the specific course(s) for other Employees.

Section E.

In the event the Employer proposes to make substantive changes to the current workload standard for an academic unit, the Employer will provide notice of the intent to make the changes by no later than April 1 for the following academic year, and upon request, will engage in impact negotiations with the Union.

Section F.

In the event the Union has a concern regarding an academic unit's workload standard or an individual Employee's workload, the Union may request a special conference with the Employer under Article VI., Union-Employer Conferences, to discuss the concern. If the concern is not resolved during the special conference process, a grievance may be filed regarding workload that is unreasonable or inconsistent with the percentage of effort assigned.

**ARTICLE XXVIII
CONFLICTS OF INTEREST AND CONFLICTS OF
COMMITMENT**

As members of the faculty of the University of Michigan, Employees are to act with honesty, integrity, and in the best interest of the University when performing their duties, and to abide by the highest standards of educational, professional, and fiscal conduct. The expectations regarding conflict of interest and conflict of commitment are set forth in Standard Practice Guide 201.65-1, Regents By-Law Section 5.12, related University policies and procedures, and conflict of interest and conflict of commitment unit implementation policies for faculty (“unit implementation policies”).

While each unit implementation policy may contain elements unique to the particular academic unit, the following provisions will apply to all unit implementation policies:

Section A. Conflicts of Interest

1. In the event of an inconsistency between a unit implementation policy and this Agreement, this Agreement will prevail.
2. The grievance and arbitration procedure set forth in Article X, Grievance and Arbitration Procedure, of the Agreement shall apply to all disputes involving a decision made under a unit implementation policy.
3. The Employer will provide the Union with a copy of the unit implementation policy for each academic unit that employs Employees. A copy will be provided following approval by the President of policies adopted by the department, school or college, and an updated copy will be provided following the approval of any revision to the unit implementation policy.

4. In the event the Union has a concern regarding the applicability of a particular provision of a unit implementation policy to Employees, the Union will notify the University, in writing, of the concern. The University will work with the Union to resolve the concern. If the concern is not resolved, the Union may request bargaining with respect to the unit implementation policy's application to the terms and conditions of employment for Employees.
5. A potential conflict of interest exists whenever personal, professional, commercial, or financial interests or activities outside of the University have the possibility (either in actuality or in appearance) of (1) compromising an Employee's judgment; (2) biasing the nature or direction of scholarly research; (3) influencing an Employee's decision or behavior with respect to teaching and student affairs, appointments and promotions, uses of University resources, interactions with human subjects, or other matters of interest to the University; or (4) resulting in a personal or family member's gain or advancement at the expense of the University. For purposes of this subsection, family members include spouse, domestic partner, and dependents.
6. All Employees must promptly disclose potential conflicts of interest in accordance with the disclosure mechanism set forth in the applicable unit implementation policy. Following disclosure of a potential conflict of interest, the academic unit will evaluate the extent of the potential conflict and determine whether it is necessary to manage or to eliminate the potential conflict. If the academic unit determines that management or elimination of the potential conflict is necessary, the academic unit will develop a conflict management plan in consultation with the Employee. The Employee must abide by the

terms of the plan; failure to do so may be cause for discipline or dismissal.

Section B. Conflicts of Commitment

1. A potential conflict of commitment exists when an Employee's external obligations have the possibility (either in actuality or in appearance) of interfering or competing with the University's educational, research, or service missions, or with the Employee's ability or willingness to perform the full range of responsibilities associated with his or her position.
2. The basis for judging whether a conflict of commitment exists will be whether or not the Employee is satisfactorily fulfilling his or her previously assigned responsibilities. In the event an Employee accepts new responsibilities with the Employer that create a potential conflict of commitment, the academic unit will develop a conflict management plan in consultation with the Employee.
3. Prior to engaging in any outside employment during the fall or winter semester, an Employee with an appointment of .80 FTE or greater must obtain the approval of the academic unit in which he or she is employed. A reasonable request shall not be denied.
4. Except as provided under paragraph 6 below, disclosure of outside employment shall be kept confidential by the supervisor and will not be considered relevant in performance evaluations.
5. Except as provided under paragraph 6 below, outside employment undertaken by Employees with appointments of less than .80 FTE, and other external unpaid obligations undertaken by all Employees need not be disclosed.

ARTICLE XXVIII: Conflicts of Interest and Conflicts of Commitment,

ARTICLE XXIX: Temporary Substitute Teaching,

ARTICLE XXX: Leaves of Absence Without Pay

6. If the academic unit has reason to believe that an Employee's outside employment or other external unpaid obligations are negatively affecting the Employee's performance of his or her obligations to the University, or are interfering with the Employee's availability to perform his or her assigned duties, the academic unit may require the Employee to remedy the situation. Failure on the part of the Employee to remedy the situation may be cause for discipline or dismissal in accordance with Article XX., Discipline and Dismissal.

ARTICLE XXIX TEMPORARY SUBSTITUTE TEACHING

Employees may be assigned to substitute teach and will be compensated based on their full-time compensation rate and the percent of effort associated with the additional teaching assignment.

ARTICLE XXX LEAVES OF ABSENCE WITHOUT PAY

Section A. Leaves of Absence Without Pay

Employees will be granted unpaid leaves of absence subject to the conditions described below. Except as specified below, the maximum duration of any such leave of absence will not exceed one (1) year or the previously established appointment end date⁷, whichever occurs first. The parties agree that a one-year leave of absence for an Employee on a multiple-year appointment will be granted with the expectation that

⁸ Practically speaking, a leave of absence may extend beyond an appointment end date provided that the Employee has been reappointed or renewed for any period immediately following that appointment end date.

the Employee will be returning from the leave. In unusual circumstances, an academic unit may agree to an unpaid leave of absence lasting longer than one (1) year.

Section B. Non-Discretionary Leaves

The following types of leaves of absence without pay shall be granted, subject to the described eligibility and approval criteria.

1. **Personal Medical:**

An Employee who is unable to work because of personal illness, injury, or disability, including pregnancy-related disability, and who has exhausted any available Sick Pay shall be granted a Personal Medical Leave of Absence.

- a. To be eligible for a Personal Medical Leave of Absence, an Employee shall provide documentation of disability acceptable to the Employer. Such documentation shall specify the diagnosis necessitating the Leave, the date on which the disability began, and the probable duration of disability.
- b. An Employee returning from a Personal Medical Leave of Absence may be required to provide medical documentation acceptable to the Employer that contains a release to return to work, noting any restrictions.
- c. Prior to the Employee's return to work, the Employer may require, without cost to the Employee, that a physician or physicians of its choosing examine the Employee and provide evidence of ability to return to work that is acceptable to the Employer.

2. **Child Care:**

Within the twelve (12) month period following the birth of the Employee's child or the Employee's adoption or assumption of foster care placement of a child, an

Employee, upon written request, shall be granted a Child Care Leave of Absence for up to one (1) year.⁸

3. Family Medical:

An Employee who has eligibility under the Family and Medical Leave Act of 1993 (FMLA, as described in the DEFINITIONS addendum to this Agreement) and who is unable to work because he or she is needed to care for a family member (as defined below) who has a serious health condition under FMLA will be granted a Family Medical Leave of Absence of up to twelve (12) weeks, or the previously-established appointment end date, whichever occurs first.

The Employer may require documentation from the Employee of the circumstances necessitating a Family Medical Leave.

A “Family Member” is defined as the Employee’s spouse or same-sex domestic partner, with whom the Employee shares living accommodations and expenses; and the child, sibling, parent, or grandparent of the Employee, the Employee’s spouse, or the Employee’s same-sex domestic partner; or other related individual whose care is the responsibility of the Employee, spouse, or same-sex domestic partner.

4. Military Service:

An Employee who has a selective service induction, A-1 enlistment, or has been activated as a member of the National Guard or Reserve, shall be granted a Leave of Absence as provided for under federal and state law.

⁸ See Memorandum of Understanding #5, “Extension of Employer Contribution to Benefits Following the Birth, Adoption of Foster Care placement of an Employee’s Child.”

5. Government Service:

Upon presentation of appropriate documentation, an Employee shall be granted a Government Service Leave of Absence when he or she:

- a. is elected to a full-time public political office, except that of Michigan state legislator, or
- b. is appointed to a full-time office of a policy-making nature or one of significant responsibility such as head of or assistant to the head of an office, department, or branch of the federal, state, or local government.

An initial Government Service Leave may extend for one (1) term of office, or twelve (12) months of service in the governmental position, whichever is less. Such leaves are renewable on request for additional terms of office or years in the position; however, the total duration of a Government Service Leave of Absence shall not exceed the previously-established appointment end date.

Section C. Discretionary Leaves

The following types of leaves of absence without pay may be granted, subject to the described eligibility and approval criteria.

1. Personal:

An Employee who is a Lecturer II, III, or IV may, at the discretion of the Employer, be granted a Personal Leave.

2. Scholarly:

An Employee who is a Lecturer II, III, or IV may, at the discretion of the Employer, be granted a Scholarly Leave to pursue scholarly or other creative endeavors.

3. Educational:

An Employee who is a Lecturer II, III, or IV who has at least twelve (12) months of continuous service

and who wishes to undertake a full-time, accredited educational program that is directly related to his or her current position, may, at the discretion of the Employer, be granted an Educational Leave of Absence. An initial Educational Leave may extend for up to twelve (12) months, renewable for periods of up to a maximum of four (4) years, or the previously-established appointment end date, whichever occurs first.

In unusual circumstances, an academic unit may grant a discretionary leave of absence to a Lecturer I.

Section D. Conditions and Definitions

1. An academic year or its equivalent service is required between any two (2) of the following leaves of absence: Personal, Scholarly and Educational.
2. Return to Active Employment:
 - a. Return to work at the conclusion of a leave of absence will normally be to the appointment held prior to the beginning of the leave unless the circumstances of the Employer have changed, making this unreasonable.
 - b. An Employee returning from a Child Care, Medical, or Family Medical Leave of Absence, which has not exceeded twelve (12) weeks or the previously-established appointment end date, whichever occurs first, will be returned to his or her former appointment or an equivalent.

Returns from Military Service Leaves will be accomplished in a manner consistent with the Employer's obligations under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).
 - c. An Employee's return to work before the expiration of a leave of absence is at the discretion of the Employer.

4. Extending a Leave of Absence: An Employee's request for an extension must be submitted to the Employer at least thirty (30) days before the leave of absence expires.
5. Failing to Return from a Leave of Absence: Failure to return to work at the conclusion of a leave of absence will be considered a resignation, effective on the last day of the previously-processed leave.
6. Sick Pay: No additional Sick Pay will renew during any leave of absence described in this Article.
7. Vacation Allowance: Vacation allowance, if any, shall be exhausted prior to the start of any leave of absence, except for Family Medical and Military Service. Employee vacation pay banks do not refresh while an Employee is on a leave of absence.
8. Continuous Service: Continuous service is service uninterrupted by an employment termination calculated based on an Employee's most recent date of hire, without a break in service. The leaves of absence described in this Article do not interrupt "continuous service," unless the Employee fails to return from the leave of absence on a timely basis.

ARTICLE XXXI SICK PAY

Section A. Eligibility

Employees who are incapacitated by sickness or accident shall be eligible for sick pay for periods of time and at rates of compensation which vary according to the Employee's length of University service and rank.

All Employees are eligible for short-term sick pay at their regular salary during incapacity not to exceed three (3) calendar weeks annually.

Employees in the Lecturer II, Lecturer III and Lecturer IV categories with continuous service of two (2) years or more are eligible for extended sick pay for one-half of a University Year at regular salary and one-half of a University Year at one-half regular salary.

Section B. Maxima

The maximum amount of Sick Pay available for any one (1) continuous illness or injury is:

Short-term Sick Pay: Three (3) weeks, less any short-term sick pay taken during the one (1) year period preceding an absence.

Extended Sick Pay: The Employee's maximum extended sick pay eligibility at the time the period of absence begins, minus any extended sick pay time used during the five (5) year period immediately preceding the beginning of a period of absence.

Section C. Family Care Time

Employees may schedule available short-term sick pay to care for a family member whose condition meets any of the circumstances described in Section A., Eligibility, above. "Family member" is defined as the Employee's spouse or a same-sex domestic partner with whom the Employee shares living accommodations and expenses; and the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the Employee, spouse, or same-sex domestic partner.

Section D. Documentation

Documentation of disability acceptable to the Employer may be required at any time as a condition of qualifying for Sick

Pay. In addition, academic units, in their sole discretion, may require Employees to participate with the University's Work Connections program for assistance with management of any serious illness or injury.

ARTICLE XXXII VACATION PAY

Section A.

Lecturers III and IV appointed on a per twelve (12) months (calendar year) basis with more than six (6) months of service are eligible for an annual vacation pay allowance equivalent to one (1) month in twelve (12). (No Employee appointed on a 'per term' or 'University Year' basis is eligible for vacation pay).

Section B.

Part-time (i.e. fraction of effort less than 100%) Lecturers III and IV holding appointments on a twelve (12) month (calendar year) basis shall receive annual vacation allowances on a proportional (pro-rated) basis.

Section C.

Vacation Pay accrues and renews effective September 1st of each year. Vacation pay allowance for eligible Employees beginning employment at other times will be pro-rated.

Section D.

Vacation absences must be scheduled in advance, consistent with academic unit standards.

Section E.

Neither vacation time off nor pay in lieu of vacation shall be granted prior to eligibility for vacation pay.

Section F.

Payment in lieu of vacation, not to exceed one (1) month, less vacation time used during the twelve-month appointment period, shall occur only under the following circumstances:

1. Retirement;
2. Start of Military Leave or Personal Medical Leave (as described in Article XXX Leaves of Absence Without Pay);
3. Termination for any cause (resignation, death, layoff, dismissal).

ARTICLE XXXIII
BEREAVEMENT TIME

In the case of death in a Employee's immediate family, The University of Michigan provides up to three (3) days (a maximum of 24 hours) paid time off work for the Employee to attend the funeral or memorial services and to make necessary arrangements. If additional time is needed, accrued vacation time or excused absence without pay may be requested.

When death of an immediate family member occurs while an Employee is on a scheduled vacation, the Employee's vacation will be converted to funeral leave for the period of time for which the Employee would have otherwise qualified.

The immediate family consists of an Employee's spouse or same-sex domestic partner with whom the Employee shares living accommodations and expenses; the son, daughter, parent, grandparent, grandchild, brother, sister (or the spouse of any of them), of either the Employee or the Employee's spouse/same-sex domestic partner; or any other related person living in the Employee's household.

ARTICLE XXXIV JURY AND WITNESS PAY

Employees shall be excused from work and shall not sustain loss of their regular compensation or any loss of their fringe benefits when called upon for jury duty or to testify at the order of a court or other agency of government or upon request of the Employer. This does not apply to any Employee who is a plaintiff in the matter in which he or she is testifying.

ARTICLE XXXV HOLIDAYS/SEASON DAYS/EMERGENCY CLOSURES

Section A. Holidays

Employees shall be granted time off work without loss of compensation for the following seven (7) Employer-designated holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day following Thanksgiving
- Christmas Day

Holidays will be observed on the calendar day on which each falls except that holidays falling on Sunday will be observed on the following Monday and holidays falling on Saturday will be observed on the preceding Friday.

Section B. Season Days

Employees are granted time off without loss of their regular compensation on the four (4) working days that fall between the Employer-observed holidays of Christmas Day and New Year's Day.

Section C. Emergency Closures

The pay of Employees will be continued during short term unit closures resulting from officially-declared inclement weather periods or other short term emergencies.

ARTICLE XXXVI

ACADEMIC RIGHTS AND RESPONSIBILITIES

Section A. Academic Freedom

All Employees shall enjoy the full rights of academic freedom and such rights will extend to Employees no less than they extend to other instructional faculty at the University. The Employer shall not take disciplinary or limiting action against an Employee for exercising his or her academic freedom.

The University of Michigan is a community devoted to learning. Members of this community advance, preserve, and transmit knowledge through study, teaching, artistic expression, research, and scholarship. As a public university, there is a special obligation to serve the public interest.

The University has an especially strong commitment to preserve and protect freedom of thought and expression. Reasoned dissent plays a vital role in the search for truth; and academic freedom, including the right to express unpopular views, is a cherished tradition of universities everywhere. All members of the University have the right to express their own views and hear the views of others expressed, but they must also take responsibility for according the same rights to others.

The parties to this Agreement acknowledge the mutual obligations to respect the autonomy of each person's conscience in matters of conviction, religious faith, and political belief.

The parties to this Agreement affirm the importance of maintaining high standards of academic and professional integrity.

Section B. Copyright

1. Purpose. The Employer and the Employees have a mutual interest in establishing an environment that fosters and encourages the creativity of individual Employees. In accordance with that mutual goal, the purpose of this Section is to identify the owners of the copyrights to certain works that may be created by Employees in whole or in part, and to identify the use that may be made of those works by Employees and the Employer.
2. The parties acknowledge and agree that the current University Policy, SPG 601.3-2 Ownership of Copyright Works Created at or in Affiliation with the University of Michigan, Issued November 14, 2002, will continue to apply to Employees under this Agreement.
3. With respect to Section IV. Interpretation and Dispute Resolution of SPG 601.3-2, the Employer agrees that in the event of a Formal Resolution involving an Employee, the Union will be asked to nominate a list of three (3) names, one (1) of which will be selected by the respective Provost, for membership on the ad hoc panel.
4. In the event the Employer proposes to make substantive changes to the current policy, the Employer will provide reasonable notice of the intent to make substantive change, and upon request will engage in impact negotiations with the Union.

ARTICLE XXXVII PARKING AND BUS PASSES

Employees may purchase staff-paid parking permits consistent with the rules and regulations regarding Parking. Employees in Ann Arbor, who do not wish to purchase a permit, are eligible for the Ann Arbor Transportation Authority (AATA) Bus Pass Program which provides free rides to campus destinations.

ARTICLE XXXVIII PRINTING AND DISTRIBUTION OF THE AGREEMENT

Section A.

Within sixty (60) days of the signing of the Agreement, the Employer agrees to print paper copies of the Agreement for all Employees and their supervisors. The Employer and the Union will share printing costs equally. The Employer will make the Agreement available in an electronic format agreed upon by both parties.

Section B.

Within fourteen (14) days after the Employer makes copies of the Agreement available to the Union, the Union will distribute one (1) to each Employee in a manner agreed upon by the parties. The Employer will provide sufficient copies to supervisors.

Section C.

The Employer agrees to provide each semester's newly hired Employees with copies of the Agreement in a manner agreed upon by the parties.

Section D.

Both the Employer and the Union shall post this Agreement in its entirety on their respective Web sites.

ARTICLE XXXIX SCOPE OF THE AGREEMENT

Section A. Waiver

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, except as provided in Section C. below, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section B. Savings Clause

If any provision of this Agreement shall, at any time, be found invalid by operation of any court or board of competent jurisdiction, and from whose judgment no appeal has been taken within the time provided for so doing, or if compliance with or enforcement of any provision should be permanently restrained by any such court, then said provision shall become null and void, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. In the event any provision of this Agreement becomes null and void in this manner, all other provisions of this Agreement shall continue in full force and effect. For the purposes of this provision, the word “board” shall not include the Board of Regents of The University of Michigan or any board established by them or their agents.

Section C. Entire Agreement

This Agreement represents the entire agreement between the Employer and the Union. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

Section D. Past Practices

Policies, procedures and practices now existing, not raised in the bargaining process and not in conflict with this Agreement, will remain in effect unless modified by management in which case the Union will have the opportunity to respond or negotiate with respect to potential impact on terms and conditions of employment for Employees.

ARTICLE XL
TERM OF AGREEMENT

Section A.

This Agreement is made by and between The University of Michigan and the Lecturers' Employee Organization, American Federation of Teachers Michigan, AFT Local 6244, AFL-CIO, and shall be effective as of September 1, 2007 or from and after the date the Union notifies the Employer that this Agreement has been ratified, whichever date is later, until and including May 15, 2010 with respect to all provisions of this Agreement.

Section B.

If either party desires to amend this Agreement, written notice to that effect shall be given to the other party by January 18, 2010.

Section C.

In the event that a successor Agreement is not negotiated by 11:59 p.m. May 15, 2010, this Agreement shall continue in full force and effect unless thirty (30) days' written notice of termination is given by the Union or the Employer.

Section D.

IN WITNESS WHEREOF, the parties have set their hands
this 27th day of June, 2007.

The Regents of The University of Michigan

Lecturers' Employee Organization

Jeffery Frumkin, Chief Negotiator

Kirsten Herold, Chief Negotiator

Rebekah M. Ashley

James E. Anderson

Robert Barnett

Elizabeth Axelson

Charlie Brown

Barbara S. Christy

James T. Burkel

Bonnie B. Halloran

Anne Curzan

Marjorie Lynn

ARTICLE XL: Term of Agreement

Ronald Dick

George Moss

Christine M. Gerdes

Dennis Pollard

Beth Manning

Luis Sfeir-Younis

Lorelle A. Meadows

Gina M. Soter

Ronald Morash

Chris Tabor

Greg Williams

Joseph G. Walls

Ginny Zarras

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING 1 SPECIAL PROVISIONS COVERING LECTURER IV MAJOR REVIEWS in the COLLEGE of LITERATURE, SCIENCE, and the ARTS

The parties agree that the following provisions apply to the major reviews of Lecturers IV in LSA:

1. The major review of a Lecturer IV in LSA may begin, at the earliest, during the winter semester of the penultimate academic year of his or her appointment.
2. The major review of a Lecturer IV in LSA will be completed, and the academic unit will send notice of the result of the Lecturer's major review to the Lecturer, prior to December 31 of the last academic year of his or her appointment.
3. Any increase in the full-time rate of a Lecturer IV resulting from a successful major review covered by this memorandum of understanding will be effective with the start of the winter semester following the completion of the major review. Typically, a Lecturer IV on a UYr Payment Schedule I will realize the increase described in this paragraph beginning with his or her January paycheck, and a Lecturer IV on a UYr Payment Schedule II will realize the increase described in this paragraph beginning with his or her March paycheck.
4. Any new appointment period resulting from a successful major review of a Lecturer IV in LSA will be effective with the start of the fall semester following the completion of the major review.

MOU 1: Special Provisions Covering Lecturer IV Major Reviews in LSA,

MOU 2: Benefits During Child Rearing Leave,

MOU 3: Emergency Closures

5. The Parties agree that they will meet to review the implementation of this Memorandum of Understanding, if necessary.

The other provisions of this Agreement, and any subsequent memoranda of understanding, that relate to the major reviews of Lecturers IV (e.g., Article XI.B.4.c.ii.) control to the extent they are not in conflict with the provisions of this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING 2 BENEFITS DURING CHILD REARING LEAVE

The Employer and the Union agree to meet in Special Conference during the Fall 2007 semester regarding the benefits provided to Employees during an unpaid Child Care Leave under Article XXX.A.2. Specifically, the Employer and the Union will identify ways to extend the duration of the Employer's contributions to Employee health and/or dental plans for Employees who take Child Care Leave (including but not limited to spring/summer bridging of benefits) and who (1) are eligible for and have exhausted FMLA Leave; (2) are participating in the University's health and/or dental plans; and (3) do not wish to return to teaching during the semester of the leave.

MEMORANDUM OF UNDERSTANDING 3 EMERGENCY CLOSURES

The Employer and the Union agree to meet in Special Conference during the Fall 2007 semester regarding the issues addressed by SPG 201.27, "Emergency Closure and Emergency Operations Reduction," particularly with respect to extended emergency conditions lasting more than two days, and the relationship to Article XXXV.C. of the Agreement.

**MEMORANDUM OF UNDERSTANDING 4
“SMALL LANGUAGE” WORKLOAD PRACTICES IN
LSA**

The Employer and the Union agree to meet in Special Conference during the Fall 2007 semester regarding workload practices in the “small languages” in LSA. Any changes to such workload practices agreed to by the parties shall be incorporated into a Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING 5
EXTENSION OF EMPLOYER CONTRIBUTION TO
BENEFITS FOLLOWING THE BIRTH, ADOPTION, OR
FOSTER CARE PLACEMENT OF AN EMPLOYEE’S
CHILD**

This Memorandum of Understanding (“MoU”) is made by and between the University of Michigan (the “Employer”) and the Lecturers’ Employee Organization (“Union”). The Employer and Union may be collectively referred to throughout as the “Parties.”

Background and Purpose

1. The term “FMLA” refers to the Family and Medical Leave Act of 1993, as described in the Definitions addendum to the Parties’ 2007-2010 collective bargaining agreement (the “Agreement”).
2. The Agreement provides, in Memorandum of Understanding 2, that the Parties would meet in Special Conference to “identify ways to extend the duration of the Employer’s contributions to Employee health and/or dental plans for Employees who take Child Care Leave (including but not limited to spring/summer bridging of benefits) and who (1) are eligible for and have exhausted FMLA leave and (2) are participating in the Employer’s health and/or dental

plans; and (3) do not wish to return to teaching during the semester of the leave.”

3. The Parties met in Special Conference in August and September of 2007 to satisfy the requirements of Memorandum of Understanding 2.
4. This MoU is intended to (a) clarify the application of the FMLA to Employees and (b) to provide for one additional month of Employer contribution to health and/or dental benefits to certain Employees following the birth, adoption or foster care placement of the Employee's child. This MoU is intended to define FMLA eligibility requirements for purposes of the Agreement only. Nothing in this MoU shall be interpreted to waive the eligibility requirements of the FMLA for purposes of a civil action under the statute.

Application of the FMLA to Employees

1. Under the FMLA, an Employee must meet the following employment criteria to be eligible to request leave under the FMLA:
 - a. Twelve (12) months of employment with the Employer (cumulative) in any capacity and
 - b. 1,250 hours worked in the twelve (12) month period immediately preceding the start of the FMLA-covered absence.
2. The Parties agree that the two-part definition set forth in (1) above shall be deemed satisfied for the following Employees:
 - a. Any Lecturer II or IV who holds a minimum 50% total (concurrent) appointment at the time the FMLA-protected leave begins; or
 - b. Any Employee who has worked for three (3) semesters and who has a 100% appointment at the time the FMLA-protected leave begins; the three (3) semesters need not be consecutive; or

- c. Any Lecturer I, Lecturer III, or Intermittent Lecturer who has held appointments of at least 50% for at least three (3) semesters and who has a minimum 50% total (concurrent) appointment at the time the FMLA-protected leave begins; the three (3) semesters need not be consecutive; or
 - d. Any Employee who does not meet the requirements of (a), (b), or (c) above but who can demonstrate that he or she otherwise satisfies the eligibility requirements set forth in the FMLA.
3. An Employee who satisfies one of the criteria set forth in (2) above shall be referred to as an "Eligible Employee."
4. For purposes of determining whether an Employee is eligible to apply for FMLA-protected leave, the Employer uses a fixed twelve-month period that commences with the Employee's date of hire.
5. The Parties agree that the second paragraph of the definition of "Family and Medical Leave Act of 1993 (FMLA)" contained Appendix A, Definitions, of the Agreement shall be replaced with the following language:

In general, to be eligible for FMLA leave, an Employee must have been employed in any capacity by the Employer for at least twelve (12) months (cumulatively) and have worked at least 1250 hours during the twelve (12) month period immediately preceding the start of the absence from work. For Employees, these two requirements shall be deemed satisfied if any one of the following three (3) thresholds are met:

 - i. Any Lecturer II or IV who holds a minimum 50% total (concurrent) appointment at the time the FMLA-protected leave begins; or

- ii. Any Employee who has worked for three (3) semesters and who has a 100% appointment at the time the FMLA-protected leave begins; the three (3) semesters need not be consecutive; or
- iii. Any Lecturer I, Lecturer III, or Intermittent Lecturer who has held appointments of at least 50% for at least three (3) semesters and who has a minimum 50% total (concurrent) appointment at the time the FMLA-protected leave begins; the three (3) semesters need not be consecutive.

FMLA Child-Care Extension Leave Benefit

1. Eligible Employees who are participating in the Employer's health and/or dental plans during an FMLA-protected leave will receive one (1) additional month of Employer contribution to health and/or dental benefits either immediately before the anticipated start, or immediately after the end, of the period of the FMLA-protected leave. The additional month of Employer contribution to health and/or dental benefits as described in this paragraph shall be referred to as "the Benefit".
2. For purposes of this MoU and administration of the Benefit, the anticipated start of an FMLA-protected leave for the birth, adoption or foster care placement of the Employee's child will be deemed to be the anticipated due date for the birth of the Employee's child, or the anticipated finalization of the adoption or foster care placement.
3. The Benefit is available for FMLA-protected leaves that commence on or after January 1, 2008.
4. The Benefit is available only to Eligible Employees who take FMLA-protected leave for the birth, adoption or foster care placement of the Employee's child. The

Benefit does not apply to FMLA-protected leaves for reasons other than the birth, adoption or foster care placement of an Employee's child.

5. If an Eligible Employee's available FMLA-protected leave could be exhausted wholly within one semester for the birth, adoption or foster care placement of the Employee's child, the Benefit shall not be used to provide Employer contribution to health and/or dental benefits in another semester. For example, an Eligible Employee whose FMLA-protected leave for the birth, adoption or foster care placement of the Employee's child begins on October 1 and who would exhaust his/her FMLA-protected leave at the end of December would not be able to use the Benefit to receive Employer contributions to health and/or dental benefits in the following January, but could request use of the Benefit in the immediately preceding September.
6. The Eligible Employee must request the Benefit in writing to the Academic Unit. Application for the Benefit must be submitted at least four (4) months prior to the anticipated start of the FMLA-protected leave, or when the Eligible Employee first has knowledge of the impending birth/adoption/foster care placement, whichever is later.
7. The Benefit is available only once per birth/adoption/foster care placement event. In the event both parents are Eligible Employees, the Benefit is available to only one parent per event; the two Eligible-Employee parents will determine which parent is going to use the Benefit.
8. To be eligible for the Benefit, the request for FMLA-protected leave must be a 100% leave during the semester at issue (not a course reduction), and the request for Child Care Leave must also be a 100% leave.

MOU 5: Extension of Employer Contribution to Benefits Following the Birth, Adoption, or Foster Care Placement of an Employee's Child,

MOU 6: Implementation of the 2007-2010 Collective Bargaining Agreement

9. To be eligible for the Benefit, the Eligible Employee must have exhausted, or plan to exhaust, his/her FMLA-protected leave for the birth/adoption/foster care placement.

10. The Eligible Employee would be placed on a specified leave status for the one additional month so as to distinguish this period of benefits continuation from an unpaid Child Care Leave under Article XXIX.A. of the Agreement, during which the Eligible Employee does not receive Employer contributions to benefits. This leave status shall be called "Enhanced Child Care Leave."

11. Nothing in this MoU shall be interpreted to limit the rights of an Eligible Employee under the FMLA. For example, the use of the anticipated due date as the start of the anticipated FMLA-protected leave under this MoU shall not limit an Eligible Employee from beginning an FMLA-protected leave prior to the anticipated due date when medically necessary.

12. Utilization of the Benefit shall not negatively impact an Eligible Employee's eligibility for the Spring/Summer Benefits Bridge under Article XVIII.B.3. of the Agreement.

MEMORANDUM OF UNDERSTANDING 6

Implementation of the 2007-2010 Collective Bargaining Agreement

This Memorandum of Understanding ("MoU") is made by and between the University of Michigan (the "Employer") and the Lecturers' Employee Organization ("Union"). The Employer and Union may be collectively referred to throughout as the "Parties."

The purpose of this MoU is to codify the Parties' agreement with respect to the implementation of certain provisions of their 2007-2010 collective bargaining agreement "the Agreement." Unless otherwise noted, all references are to provisions of the Agreement.

1. Major Review of Lecturers I During the 2007-08 Academic Year. The Parties agree that notwithstanding the language of Article XI.B.1.c. and XI.B.1.g., which provides for the major review of a Lecturer I after eight (8) consecutive fall and winter semesters, any Lecturer I who would have undergone a major review during the 2007-08 academic year under the terms of the Parties' 2004-2007 collective bargaining agreement (the "2004/07 Agreement") will undergo a major review during the 2007-08 academic year (i.e. any Lecturer I for whom the Winter 2008 semester is the sixth consecutive fall and winter semester of appointment will undergo a major review prior to the end of the sixth consecutive semester of service).
2. Three-Year Appointments for Lecturers II. Under the 2004-07 Agreement, certain Lecturers II were given a series of three (3) one-year appointments following successful completion of their first major review. Article XI.B.2.d.ii.a. provides that successful completion of the initial major review of a Lecturer I results in a single three (3) year appointment in the Lecturer II title. As such, academic units will adjust the appointment end dates of all current Lecturers II who are on single-year appointments to reflect a three (3) year appointment from the date the Employee was first appointed as a Lecturer II on annual appointments following the successful completion of the initial major review. For example, a Lecturer I who successfully completed her first major review during the 2006-07 academic year and was subsequently reappointed as a

Lecturer II on a one (1) year appointment would have her appointment end date changed from May 31, 2008 to May 31, 2010.

3. Review of Employees in the Adjunct Series. Article XI.B.5. provides that “[a]n Employee appointed in an adjunct title shall, upon written request, undergo a review after his or her sixth year of service in an adjunct appointment.” This new provision shall be implemented as follows:
 - a. The Parties agree that the “review” referenced in Article XI.B.5. need not be a “major review” as that term is used in the Agreement.
 - b. Employees appointed in an adjunct title who meet the following requirements may request a review under Article XI.B.5. during the 2007-08 or 2008-09 academic year, notwithstanding the six (6) years of service requirement:
 - i. The Employee was appointed in an adjunct title during the fall and/or winter semester(s) of each of the following academic years: 2003/04, 2004/05, 2005/06, and 2006/07; and
 - ii. The Employee is appointed in an adjunct title at the time he or she requests a review.
 - c. The Employer will endeavor to identify those Employees appointed in an adjunct title who meet the requirements set forth in 3.b. above, and will provide the Union with a list of such Employees, including name, academic unit, and title by no later than January 31, 2008.

4. Review of Intermittent Lecturer Appointments. The Parties will assess the appointment history of all Intermittent Lecturers who are actively appointed during the Winter 2007, Fall 2007 or Winter 2008

semesters to confirm that appointment in the Intermittent Lecturer title is appropriate. This assessment will take place during the Winter 2008 semester.

5. Lecturer II Pay Schedule. Article XV.C.2. addresses the pay schedule for Lecturers II. The Parties agree that effective September 1, 2008, all Employees newly appointed to the Lecturer II title will be paid on a U-YrT basis. With respect to Employees who were appointed into the Lecturer II title prior to September 1, 2008, the following provisions shall apply:
 - a. All Employees who were appointed into the Lecturer II title prior to September 1, 2008, will be given a one-time election to remain on the UYr pay schedule (in Ann Arbor and Flint), or the UYrD pay schedule (in Dearborn).
 - b. By no later than February 28, 2008, the Employer will notify all Employees who were appointed into the Lecturer II title prior to September 1, 2008, including those on layoff or leave of absence, of the right to elect to remain on the UYr or UYrD pay schedule, the process to be used to remain on the UYr or UYrD pay schedule, and the deadline by which the election must be made.
 - c. Any Employee who was appointed into the Lecturer II title prior to September 1, 2008, and who fails to elect to remain on the UYr or UYrD pay schedule in a timely manner will be paid on a UYrT pay schedule beginning September 1, 2008.
6. Bridging of Benefits During the Fall or Winter Semester. In order to implement the provisions of Article XVIII.B.4., Fall or Winter Semester Benefits Bridge, the Employer will assess the regular appointment pattern of Employees in the named academic units to determine which Employees may

be eligible for the benefits bridge during the Winter 2008 semester. The Employer will provide the Union with a list of any Employees who are identified in this assessment as potentially eligible for the benefits bridge.

APPENDIX A DEFINITIONS

12 Months:

Appointment period for Employees who perform services for 12 months and are paid over that 12 month period.

Academic Unit:

The program, department, school, college or campus where the Employee holds his/her appointment. The rules, policies, procedures and practices of a program or department cannot contradict the rules, policies, procedures, or practices of a school or college; nor can the rules, policies procedures or practices of a school or college contradict those of the University.

Academic Year:

The Academic Year under this Agreement is from September 1 through August 31 of the subsequent year.

COBRA:

COBRA refers to a federal law called the Consolidated Omnibus Budget Reconciliation Act of 1985. The Act gives employees and their families who lose their health benefits the right to continue their group health benefits at their own cost for limited periods of time under certain circumstances including voluntary or involuntary job loss, reduction in the hours worked, death, divorce, and certain other events.

Day:

Unless otherwise specified in this Agreement, “day” refers to a calendar day.

Employer:

The Regents of The University of Michigan and/or the persons delegated to act in the name of the Regents.

Employee:

A member of the bargaining unit. When not capitalized, “employee” refers to anyone employed by The University of Michigan.

Family and Medical Leave Act of 1993 (FMLA):

The Family and Medical Leave Act of 1993 (FMLA) is a federal law that requires certain employers, including The University of Michigan, to grant an employee up to twelve weeks of unpaid leave during any 12-month period for the birth or adoption of a child, for the care of an immediate family member with a serious health condition, or for medical leave when the employee is unable to work because of a serious health condition. During FMLA leave, the University will continue to pay its share of any health insurance premiums. Employees who take FMLA leave have the right to return to the same or equivalent position at the University.

In general, to be eligible for FMLA leave, an Employee must have been employed in any capacity by the Employer for at least twelve (12) months (cumulatively) and have worked at least 1250 hours during the twelve (12) month period immediately preceding the start of the absence from work. For Employees, these two requirements shall be deemed satisfied if any one of the following three (3) thresholds are met:

1. Any Lecturer II or IV who holds a minimum 50% total (concurrent) appointment at the time the FMLA-protected leave begins; or
2. Any Employee who has worked for three (3) semesters and who has a 100% appointment at the time the FMLA-protected leave begins; the three (3) semesters need not be consecutive; or

3. Any Lecturer I, Lecturer III, or Intermittent Lecturer who has held appointments of at least 50% for at least three (3) semesters and who has a minimum 50% total (concurrent) appointment at the time the FMLA-protected leave begins; the three (3) semesters need not be consecutive.

FMLA Benefit Year:

The period used for calculating annual eligibility for the preservation of employment and continuation of Employer contributions, if any towards health, dental, and vision coverage, shall be determined by the Employee’s date of hire.

Half-Term:

Appointment period for Employees appointed for either May 1 through June 30 or July 1 through August 31 time periods.

PERA:

PERA stands for the Michigan Public Employment Relations Act, the state law that defines and governs the union rights of public employees, the rights and obligations of unions and employers, labor negotiations, unfair labor practices, and strikes.

Per Term:

Appointment on a single semester basis (e.g. September 1 to December 31; or January 1 to either April 30 [Dearborn] or May 31 [Ann Arbor/ Flint]).

Per Period:

A less than 12 month appointment period for Employees appointed for a time period not otherwise described by “term,” “half-term,” “University Year Term,” “University Year,” “University Year Dearborn,” or “12 months.”

SPG:

The Employer’s Standard Practice Guide. Available online at <http://spg.umich.edu/>

University Year (UYR) and University Year Dearborn (UYrD):

An appointment period for Employees performing services September 1 through May 31 (Ann Arbor and Flint) or September 1 through April 30 (Dearborn) and receiving pay for the twelve (12) month period September 1 through August 31.

University Year Term (UYrT):

The appointment period for both the fall and winter terms in a given academic year, with pay occurring only during the eight (8) months from September-April.

Working Title:

In accordance with Article XI.B.8., Working Titles, and Article XIV., Provisions for Special Case Appointments, working titles may be used only in limited circumstances to note the elevated or honorific status of an appointment.

A working title is used by an Employee only as a courtesy title. It should be approved by the involved appointing academic unit and does not distinguish, enhance or otherwise alter the appointment title (per Article XI, Appointments, Promotion, and Renewal) in any way.