

*Agreement
between*

Lake Superior State University

and

Lake Superior State University
Faculty Association
MEA-NEA

Effective November 12, 2010 to August 31, 2013

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PREAMBLE

WHEREAS, the University has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its faculty with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants the parties hereby agree as follows:

ENTIRE AGREEMENT CLAUSE

This Agreement is entered into on November 12, 2010 by and between the Lake Superior State University Board of Trustees, hereinafter called the "University," and the Lake Superior State University Faculty Association, MEA-NEA, hereinafter called the "Association." The signatories shall be the sole parties to this Agreement.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the University and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the University and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

1. DEFINITIONS

- 1.1. "Academic Services" includes librarians and counselors who are defined as faculty in Section 1.12 and will be treated as a department as applied in this Agreement.
- 1.2. "Academic year" is defined as the period encompassing consecutive Fall and Spring Semesters, in that order.
- 1.3. "Adjunct" means anyone who holds a teaching assignment at LSSU or performs any teaching, counseling or library task, but who is not a member of the bargaining unit. Such person shall not teach more than twelve contract hours per academic year, except as provided in Section 7.1.4. Immediate supervisors of faculty shall not be considered adjuncts, but shall not teach more than (14) fourteen hours per academic year.
- 1.4. "Association" means the Lake Superior State University Faculty Association, MEA-NEA, affiliated with the Michigan Education Association and the National Education Association.
- 1.5. "Base salary" means compensation for teaching load obligations as defined in this Agreement.
- 1.6. "Campus" includes all the University's property within the city limits of Sault Ste. Marie, Michigan.
- 1.7. "Consent" means agreement in writing.
- 1.8. "Contract hour" means one class hour of lecture or recitation at the undergraduate levels; one and one-half hours of laboratory instruction at the undergraduate level; or three-fourths of an hour of regularly scheduled classroom instruction at the graduate level.
- 1.9. "Coordinators" are faculty members who are given a special assignment.
- 1.10. "Dean" means the immediate supervisor of faculty members of a recognized University school/college.
- 1.11. "Department" means a recognized sub-unit of a School or College and is used interchangeably with "School" in reference to faculty participation in appointment, promotion and tenure decisions, and on curriculum and general education committees. Recommendations about curriculum, appointments, tenure and promotion originate in the lowest level sub-unit of the University.
- 1.12. "Department Chair" means a faculty member who has been given an assignment to coordinate the activities of a department.

- 1.13. "Distant education" may include, but is not limited to, teaching students by technological link-ups such as those using satellites, fiber optics transmission, full-motion video, cable television, microwave transmission, audio-graphics/computer, and videotapes.
- 1.14. "Faculty" or "faculty members" means full-time and regular part-time members of the schools, including librarians and licensed professional counselors who are members of the bargaining unit.
- 1.15. "Full-time," as applied to a faculty member (as defined in Section 1.14.), means a person appointed to teach on the 24 contract hours per academic year basis or appointed for a nine month academic or twelve month calendar year, which commences with the beginning of the academic year.
- 1.16. Gender indicative nouns and pronouns merely reflect traditional English usage and imply no sexual preference or advantage.
- 1.17. "Graduate curriculum" means University courses offered for credit numbered 600 or above.
- 1.18. "Grievance" means an alleged violation of the express terms and conditions of this Agreement.
- 1.19. "Immediate Supervisor" means the dean of a school or college or the dean of academic services.
- 1.20. "Probationary appointment" means a one-year appointment of a faculty member on an academic-year or twelve-month contract with provision for renewal of the appointment at the end of the year.
- 1.21. "Promotions committee" each school has a Promotions Committee consisting of an immediate supervisor and all its tenured faculty not being considered for promotion.
- 1.22. "Regular graduate faculty" means those faculty members from the department in which the graduate degree is offered and hold joint appointments in the undergraduate and graduate faculty.
- 1.23. "Regular part-time faculty" means all those persons holding a tenure, probationary, temporary or term appointment with a specified regular work load of less than 19 contract hours per academic year, or librarians and licensed professional counselors scheduled for at least 1044 hours but less than 1567 hours for a calendar year.
- 1.24. "School" means one of the academic sub-divisions of the University.
- 1.25. "School Tenure Committee" each school has a tenure committee consisting of the tenured faculty members from the school.
- 1.26. "Seniority" means the number of years of service as a member of the Association.

- 1.27. "Supplemental appointment" means an appointment of a faculty member to fulfill teaching responsibilities, including graduate courses and/or special assignments, or which extra compensation is given during the academic year. All teaching responsibilities and special assignments during the summer semester will be considered supplemental appointments.
- 1.28. "Teaching Load" means the number of contract hours assigned to a faculty member in a given semester or academic year.
- 1.29. "Temporary appointment" means a one-year or less appointment of an individual to (a) replace a faculty member on an approved leave or on long term disability, or (b) to fill a vacancy for which no qualified applicants are available as specified in Section 7.3.2.2., or (c) to fill a vacancy caused by the resignation, death or incapacitation of a faculty member when there is not sufficient time to conduct a proper search before the commencement of the new faculty member's responsibilities.
- 1.30. "Tenure appointment" means a status, which provides continuous employment to a faculty member on an academic-year or twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement.
- 1.31. "Term appointment" means a one-year, or less, non-probationary appointment of a faculty member to a semester, academic-year or twelve-month contract. Term appointments may not be held for more than three years. Term appointments are limited to those positions not funded by state appropriations, but are funded by governmental or private funding agencies in which employment depends on the continuing existence of such funding.
- 1.32. "Terminal appointment" means a person discharged for failing to receive tenure when the maximum probationary period has elapsed, shall be offered a Temporary appointment for the following academic year only.
- 1.33. "Undergraduate Curriculum" means University courses offered for credit numbered less than 600.
- 1.34. "University" means the Board of Trustees of Lake Superior State University and its administrative agents.
- 1.35. "University day" shall mean a day when the Business Office of the University is open for business.

2. **UNIT RECOGNITION AND MEMBERSHIP; AGREEMENT**

2.1. **Unit Recognition**

The University hereby recognizes the Association as the sole and exclusive bargaining representative of its faculty listed as follows:

ALL FULL-TIME AND REGULAR PART-TIME FACULTY AS DEFINED IN SECTION 1.14 EMPLOYED BY LAKE SUPERIOR STATE UNIVERSITY; BUT EXCLUDING ADJUNCT FACULTY, EXECUTIVES, DEANS, DIRECTORS, AND ALL OTHER SUPERVISORY EMPLOYEES, AND ALL OTHER EMPLOYEES.

2.2. Faculty members with temporary or term appointments shall be in the bargaining unit, if they meet the criteria of full-time or regular part-time faculty members.

2.3. If any provisions of the Agreement or any application of the Agreement to any faculty member shall be found contrary to law, then such provisions or application shall be deemed null and void; but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

2.4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be written and submitted to the appropriate ratification procedures of the University and the Association. When it has been ratified by both parties, it shall become a part of the Agreement.

2.5. Headings used in the Agreement are for informational purposes only and are not a part of the Agreement.

2.6. If any policies of the University are in conflict with the provisions of this Agreement, the Agreement shall prevail.

2.7. Faculty members who serve as chairs of departments, or coordinators of programs or activities shall be in the bargaining unit.

3. **ASSOCIATION RIGHTS**

3.1. **Right to Organize**

The University hereby agrees that each faculty member shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining. As a duly established body exercising power under the laws of the State of Michigan, the University undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any faculty member in the enjoyment of any rights conferred by act of laws of Michigan or the Constitutions of Michigan and of the United States; nor shall the University discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any activities of the Association; or the institution of any grievance, complaint, or other proceeding against the University provided for by this Agreement.

3.2. **Exclusion of Other Bargaining Organizations**

The University shall not aid, promote, or finance any group or organization which attempts to engage in collective bargaining on behalf of faculty members covered by the Agreement, or whose activities would tend to undermine the Association in its legitimate collective bargaining function.

3.3. **Access to Facilities**

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes. Using normal University procedures, the Association shall have the right to schedule meetings in classrooms not otherwise in use, at no cost. The University will provide the Association an office in a mutually agreed upon location which will include at least one lock-bar filing cabinet.

3.4. **Mail and Telephone Service**

The Association shall have the inter-building use of the University mail delivery system, including PhoneMail and E-mail, for the distribution of notices and other communications relating to Association business. The Association shall be assigned a campus mailbox. It is specifically understood that the University will not provide mail franking privileges and that the use of the inter-building University mail delivery system will not be utilized for partisan political activity.

3.5. **Grievance Information**

Upon request by an authorized member of the Association, the University shall provide the Association with all information required for the preparation and processing of a grievance, as specified in the grievance procedure.

3.6. **Public Information**

The University agrees to make available to the Association and in response to written requests, public information concerning the financial resources of the University, budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty members. This information shall be provided at no cost to the Association.

3.7. **Consultation and Representation**

3.7.1. **Board of Trustees Agenda**

The University shall provide a copy of the Board of Trustees agenda to the Association at the same time that the agenda is mailed to the Board members.

3.7.2. **Special Conferences**

The parties shall have the right to call a special conference for the purpose of considering matters relating to the Agreement.

Arrangements for such conferences shall be made in advance between the Association President and the Human Resources Office. An agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested and a copy sent to the President of the University. Matters taken up in conference shall be confined to those included in the agenda unless otherwise agreed to between the parties.

3.7.3. **Other Consultation**

Nothing contained herein shall prevent authorized Association representatives from consulting with the appropriate University administration.

3.8. **Leave for Association Members**

The Association shall be granted a total of 12 days per academic year to permit its officers or members to attend official meetings relating to Association business. The President of the Association shall inform the Human Resources Office of intention to attend such meetings, and the Association member(s) who will be attending.

The maximum of twelve (12) days will be allocated among the designees, but in no case shall the total number of absences total more than six (6) days for any one member. The designated Association representative(s) shall notify his or her, or their, immediate supervisor as to the person(s) who shall cover the absentee's normal duties during the absence(s). This notification shall take place at least five (5) days prior to the absence, and the University's absence request procedures shall be followed.

3.9. **Faculty Meeting At Fall Orientation**

The University agrees that on one of the orientation faculty meeting days the agenda will include notice that the Association is scheduled to have a meeting at the conclusion of the regular orientation session.

3.10. **Selection of Association Negotiators**

The University shall have no control over the selection or number of negotiators appointed by the Association. Negotiation representatives for both parties shall have all necessary power and authority to make proposals and reach agreements.

3.11. **Distribution of Agreement**

The President of the Faculty Association shall be given thirty (30) printed copies and an electronic copy of the Agreement within thirty (30) days after the signing of the Agreement.

The Agreement shall be provided to the faculty as soon as reasonably possible following the signing of the Agreement on the Lake Superior State University Human Resources web site.

Notification of electronic access to the Agreement will be provided to each incoming faculty member at the time of the employment offer.

3.12. **Agency Shop and Dues Deduction**

3.12.1. **Agency Shop**

The University agrees that it shall be a condition of employment that all faculty members who are presently Association members, all faculty members who hereafter become Association members, and all new faculty members employed after the 30th day of June, 1978, shall within sixty (60) days after the effective date of this Agreement, or sixty (60) days after the commencement of employment, whichever comes later, either:

3.12.1.1. Sign and deliver to the University an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.

or

3.12.1.2. Cause to be paid to the Association a representation fee, as the exclusive bargaining representative pursuant to Act 390 (MSA), in an amount established by the Association in twenty equal installments. The representation fee is calculated according to the proportion of the MEA/NEA dues directly attributable to negotiating and maintaining the collective bargaining agreement. The University and the Association recognize that the failure of any faculty member to comply with this provision is cause for discontinuance of the faculty member's appointment.

- 3.12.1.3. The Association agrees to save the University harmless from any and all costs, including witness costs and fees, attorney fees, back-pay awards, punitive damages, or any other costs of prosecution or defense, or liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, for which the University may be liable by virtue of the provisions of this section.
- 3.12.1.4. It is specifically agreed that payment for the above-specified reasons shall be made directly from the Association to the party, and at no time shall the University pay out any monies as a result of enforcing the provisions of this section.
- 3.12.2. **Dues Deduction**
- 3.12.2.1. The University shall deduct from the pay of each faculty member all current Association dues and fees, provided there is in the possession of the University a written dues deduction form executed by the faculty member. Dues deduction shall remain in effect unless revoked by the faculty member between August 1 and August 31 of any given calendar year.
- 3.12.2.2. The Association shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the University or in reliance upon signed authorization cards or lists furnished to the University by the Association for the purpose of payroll deduction of dues.
- 3.12.2.3. The dues shall be deducted at a rate of 1/20 of the total dues and fees commencing with the first payroll of the academic year and continuing thereafter with each pay period, to a maximum of twenty deductions. The University agrees to remit to the Association all monies so deducted, accompanied by a list of members from whom the deductions have been made within ten (10) University days, or as soon as practicable thereafter.

4. MANAGEMENT RIGHTS

The University hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the University, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement.

5. **FACULTY RIGHTS**

- 5.1. No tenured faculty member shall be reprimanded or discharged without just cause.
- 5.2. A faculty member shall be entitled to have present a representative of the Association when being formally warned, reprimanded, disciplined or discharged for any reason. The University must advise a faculty member prior to a meeting being conducted when they reasonably believe such a meeting may result in disciplinary action. In such instances, at the faculty member's request, a representative of the Association must be permitted at the meeting.
- 5.3. Pursuant to Michigan Public Act 397, a faculty member, upon written request, may examine his or her personnel file, and may elect to be accompanied by a representative of the Association. Upon written request, a faculty member may purchase a copy of his or her personnel file. Pre-employment credentials and letters of reference are exempt from this examination.
- 5.4. The faculty member shall have the right to submit a written statement regarding any material in the personnel file and that statement shall be included in the personnel file. A faculty member's signature or initials on any part of the file does not imply agreement to that part of the file. At the time any document pertaining to performance is placed in a faculty member's personnel file, a copy will be provided to the faculty member.
- 5.5. Nothing contained in the Agreement shall be construed to deny or restrict a faculty member's legal rights and privileges.
- 5.6. Any contract between the University and a faculty member heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 5.7. The University shall not negotiate concerning wages, hours, terms or conditions of employment with any faculty member individually, or with any faculty organization other than the Association, for the duration of this Agreement except as provided elsewhere in this Agreement.
- 5.8. Video material, CDs, DVDs, and web-based material prepared by a faculty member for classroom instruction, using University materials or equipment, shall not be used by the University or faculty member without mutual consent. At the time of separation of a faculty member from the University, all such material may be erased at the discretion of the faculty member.
- 5.9. Faculty may have appointments in two or more departments. One of the departments will be designated the primary department at the time of original hire. The primary department's Dean will be responsible for conducting the faculty member's annual evaluation. The other department(s) Dean(s) shall provide written contribution(s) to the faculty member's annual evaluation. The faculty member in a dual appointment shall not be required to meet a higher standard than other faculty to achieve promotion and tenure.

The primary department will be responsible for recommending the faculty member for promotion and tenure, and will consider recommendations by the faculty of the other department(s).

6. **ACADEMIC FREEDOM AND RESPONSIBILITY**

- 6.1. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his or her other academic duties; but research for pecuniary return should be based on prior understanding with the dean and the Provost. This understanding should cover any research that involves the faculty member's use of institutional supplies, facilities or equipment for non-instructional purposes. Also, such research that is not related to instruction by the faculty member will be conducted on the faculty member's own time.
- 6.2. The faculty member is entitled to freedom in the classroom in discussing his or her subject, but he or she should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject.
- 6.3. The concept of freedom should be accompanied by an equally demanding concept of responsibility. The University teacher is a citizen, a member of a learned profession, and a representative of an educational institution. When he or she speaks or writes as a citizen, he or she shall be free from institutional censorship or discipline; but his or her special position in the community imposes special obligations. As a person of learning and a representative of an educational institution, he or she should remember that the public may judge his or her profession and the institution by his or her utterances. Hence, he or she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should take every effort to indicate that he or she is not acting as an institutional spokesperson.

7. **FACULTY APPOINTMENTS**

7.1. **Types of Appointments**

7.1.1. **Tenure**

Tenure appointment is defined as a status which provides continuous employment to a faculty member on an academic-year or twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement.

7.1.2. **Probationary**

A probationary appointment is defined as a one-year appointment of a faculty member on an academic-year or twelve-month contract with provision for renewal of the appointment at the end of the year. Notice of non-renewal of the appointment must be provided according to Section 7.6. Reappointment notice is provided per Section 7.5.1. Conditions for granting tenure are detailed in Section 9.

7.1.3. **Temporary**

A temporary appointment is defined as a one year or less appointment of an individual to (a) replace a faculty member on an approved leave or on long term disability, or (b) to fill a vacancy for which no qualified applicants are available as specified in Section 7.3.2.2., or (c) to fill a vacancy caused by discharge, resignation, death or incapacitation of a faculty member when there is not sufficient time to conduct a proper search before the commencement of the new faculty member's responsibilities.

The provisions of Section 7.4.1. may be waived when making a temporary appointment under the conditions of (c). The University shall notify the Faculty Association President regarding the justification for such waivers supported by appropriate documentation.

7.1.4. **Adjunct**

An adjunct appointment is defined as an appointment for which an individual fulfills teaching, counseling, or librarian duties, but which excludes the individual from the recognized bargaining unit. Adjunct appointees shall not teach more than twelve (12) contract hours during a semester. Adjunct appointees shall not teach more than twelve (12) contract hours during the academic year except as provided below. Immediate supervisors of faculty shall not be considered adjuncts, but shall not teach more than (14) fourteen hours per academic year.

An adjunct appointee may teach up to sixteen (16) contract hours per year in the graduate curriculum. An adjunct appointee may teach twelve (12) contract hours per academic year in the undergraduate curriculum if those hours are taught at a regional center and if a regular faculty member declines teaching these courses as a supplemental appointment.

7.1.5. **Supplemental**

A supplemental appointment is defined as an appointment of a faculty member to fulfill teaching responsibilities, including graduate courses and/or special assignments, for which extra compensation is given during the academic year. All teaching responsibilities and special assignments during the summer semester will be considered supplemental appointments. A decision not to renew a supplemental appointment is not subject to the grievance procedure.

7.1.6. **Term**

A term appointment is defined as a one-year, or less, non-probationary appointment of a faculty member to a semester, academic-year or twelve-month contract. Term appointments may not be held for more than three years. Term appointments are limited to those positions not funded by state appropriations, but are funded by governmental or private funding agencies in which employment depends on the continuing existence of such funding.

7.2. **Just Cause For Discharge**

Tenured faculty members at the University shall not be disciplined or discharged without just cause. Discharge during the probationary period at the University shall not be subject to the grievance procedure. After completion of the probationary period, discharge shall be subject to the grievance procedure.

7.3. **Standards for Initial Appointment to the Respective Ranks**

The ranks of Instructor, Assistant Professor, Associate Professor, and Professor shall be the only ranks assigned to the faculty.

7.3.1. **Qualifications**

The qualifications for initial appointment to the respective ranks of the University will take into account academic preparation at accredited colleges and universities, and professional experience which directly relates to the academic responsibilities to which the candidate is being appointed. The academic degrees must be earned, not honorary, and in a discipline or disciplines to which the candidate is being appointed. Professional experience is defined as teaching at an accredited college or university, or work experience which is directly related to the academic responsibilities to which the candidate is being appointed.

The minimum qualifications for initial appointment shall be:

Instructor: Master's degree in the discipline(s) to which the candidate is being appointed, or active candidacy in a relevant doctoral program at an accredited college or university.

Assistant Professor: An earned doctorate or other recognized terminal degree; or a master's degree plus at least five years of professional experience; or a master's degree plus at least 20 graduate semester hours.

Associate Professor: An earned doctorate or other recognized terminal degree and five years of professional experience.

Professor: An earned doctorate or other recognized terminal degree and ten years of professional experience.

7.3.2. **Waiver of Qualifications**

7.3.2.1. The University, in seeking to attract an outstanding person of professional or artistic stature, may waive the qualifications after consulting with the departments or schools involved. Notification of the waiver, and the reasons for the action, shall be given in writing to the Association President.

7.3.2.2. Further, when search for candidates possessing the minimum qualifications for the rank of instructor does not produce qualified candidates available by the time their services are required, then the University may hire a person with less than minimum qualifications for a temporary appointment of one year at the rank of instructor. Notification of the hiring, and the reason for the necessity of the temporary appointment, shall be given to the Association in writing. The search for candidates with minimum qualifications shall be renewed by November 15 of the year in which the temporary appointment took effect. If the search still does not produce qualified candidates available by the time their services are required, the temporary appointment may be renewed for one more year, with notification to the Association President as above.

7.3.3. Persons with a term appointment who do not satisfy the provisions of Section 7.3.1., after the application of Section 7.4.1., must have a bachelor's degree with a secondary certificate in the areas in which they are to teach.

7.4. **Procedures for Initial Appointments**

7.4.1. **Probationary and Temporary Appointments**

When a vacancy occurs or a new position is created, the University's affirmative action officer, acting on the advice of the dean in consultation with the chair of the department involved, shall prepare an advertisement/announcement for the vacancy. The dean shall recommend professional media for placement of the vacancy advertisement. A copy of the advertisement/announcement for the vacancy shall be furnished to all departmental faculty in that school and the Association President.

By the closing date for the receipt of applications, a committee including faculty members and the chair of the department involved, shall be appointed by the dean. The department chair will convene the committee. Credentials from applicants for faculty positions shall be made available to committee members and all other members of the department in a timely manner with appropriate security procedures. All available faculty members within the department will be given the opportunity to attend interview sessions conducted by the committee with applicants. The committee may require applicants to give a guest lecture before the members of the department. Faculty members may make written or oral recommendations to the committee regarding applicants

for vacancies within their departments. Within the time constraints given by the dean, which in no case shall be less than one week from the date of the interview of the last candidate, the committee shall make written recommendations to the dean. All departmental faculty shall be provided a copy of the committee's recommendations. The dean will then review appropriate applications and the committee's recommendations, and submit a recommendation to the Provost, along with a copy of the committee's recommendations. Departmental faculty will be provided a copy of the dean's recommendations.

A copy of an accepted offer of employment shall be sent to the Association President.

7.4.2. **Supplemental Appointment**

Before adjunct assignments are made all faculty members shall be notified of specific course openings. Those faculty members who are qualified to teach such courses per faculty qualifications in accordance with Section 11.2 shall first be offered the assignment as a supplemental appointment. Such an appointment shall be made based on the faculty member's availability, experience within the past three years as related to the appointment, and evaluation history.

When accreditation requirements limit the average teaching assignments of faculty members in the department or school, the supplemental appointment will not be made if the effect is to increase the teaching assignments above the specified maximum of the accrediting agency.

Faculty members and adjuncts shall be limited to a maximum of 1.34 contract hours per week of scheduled instruction during the summer semester. In extenuating circumstances exceptions may be granted by the Faculty Association Executive Council.

7.4.3. **Adjunct Appointment**

If a course cannot be taught or a bargaining unit task performed through a supplemental appointment, the University shall make adjunct appointments from among individuals registered on the departmental or school's list of qualified, potential adjuncts. This list shall be maintained by the dean or chair and shall be made available to school faculty upon request. Before a person is added to this list, the Dean will notify school faculty of the proposed addition, provide evidence of qualification for specified course(s) or task(s), and allow at least one week for comments and a voted recommendation by school faculty. Upon request by two or more school faculty members, performance of an adjunct person on the departmental list shall be discussed at a school meeting and a voted recommendation will be provided to the Dean, who will consider this information in assessing as to retaining the adjunct or not. The portion of the departmental school meeting minutes that pertain to the discussion of adjunct appointees may be deleted from the published version of the minutes, but this portion must be initialed by school members and provided to the Provost. In case of educational necessity a dean or chair may appoint an adjunct person not on the adjunct list but must follow steps for school faculty comment and discussion as soon as possible after the adjunct has been appointed.

- 7.4.4. A full-time employee of the University, whose initial appointment to the University was outside the bargaining unit, shall be considered a new appointment if appointed to a bargaining unit position. This appointment is not subject to Section 7.4.1.
- 7.4.5. A regular part-time faculty member may be appointed to full-time without application of Section 7.4.1.
- 7.4.6. Faculty members holding a temporary or term appointment may be appointed to a probationary position subject to the provisions of Section 7.4.1.

7.5. **Letter of Appointment and Reappointment**

7.5.1. **Probationary and Temporary**

Appointment to the faculty of the University shall be offered by letter signed by the Provost. The letter to the faculty shall set forth:

- a. The effective date of appointment.
- b. The rank to which he or she is appointed.
- c. Base salary plus any compensation for special assignments.
- d. The college/school(s) of appointment.
- e. The apportionment of the contract load, if the appointment is dual, i.e., split between two schools.
- f. Any special assignments that involve extra compensation or release time.
- g. A statement specifying the term of the appointment and the position's relationship to the tenure system specified in this Agreement.
- h. A statement specifying that the appointment is subject to all terms and conditions of this Agreement.
- i. Terms of appointment will be consistent with those of Section 7.3.1. and Section 9. of this Agreement.
- j. The University shall provide the Association President with a copy of each letter of appointment and reappointment, as specified in Section 7.5.1.

7.5.2. **Supplemental and Adjunct**

The University shall send each supplemental and adjunct appointee a contractual letter, stipulating:

- a. The task to be performed.
- b. Basic salary.

- c. Travel pay and/or travel time compensation.
 - d. Any other conditions of employment pertinent to the task and consistent with this Agreement.
 - e. The supplemental appointment letter must include the description of the total load of the faculty member.
- 7.5.2.1. A copy of the load report must be attached to the supplemental or adjunct appointment letter.
- 7.5.2.2. For supplemental appointments, the faculty member's immediate supervisor must give prior approval before an appointment is made outside the department.
- 7.5.3. The University shall provide the Association with a copy of each letter of appointment and reappointment, as specified in Section 7.5.2.
- 7.5.4. The conditions of employment, in letters of appointment and reappointment, shall not be altered without the consent of the faculty member.
- 7.5.5. Any faculty member who accepts a change of status shall receive a new letter of appointment.
- 7.6. **Notice of Non-Renewal**
- 7.6.1. Faculty members on probationary appointments shall receive notice of non-renewal no later than:
- a. The tenth week of classes in the Spring Semester for first-year probationary faculty and second year faculty whose initial appointment was for less than a full academic year.
 - b. December 15 for probationary appointees in the second or a later year. Time served on a temporary appointment shall not be considered for the notice of non-renewal purposes.
- 7.6.2. These requirements do not apply to faculty members who fail to meet the time requirements associated with the granting of tenure as stated in Section 9.4.
- 7.6.3. Temporary and term appointments are for one year. Letters of non-renewal are not necessary for such appointments.

8. EVALUATIONS

- 8.1. The University agrees that the purpose of evaluation is to recognize and promote educational excellence and to help identify areas for instructional improvement. The evaluation of faculty shall be consistent with this section.
- 8.2. The evaluation of the performance of each faculty member is the responsibility of the administration. All evaluation of the faculty members shall be conducted openly.
- 8.3. Evaluations shall be conducted by immediate supervisors or other qualified administrators as designated by the President.
- 8.4. All evaluations shall be initiated by the immediate supervisor. He/she shall review the faculty member's course syllabi, samples of tests, quizzes and examinations, and student evaluations of the faculty member's effectiveness. The immediate supervisor shall inform the faculty member of any deficiencies together with recommendations for improvement.
- 8.5. The immediate supervisor may visit non-tenured faculty members' classrooms and laboratories for academic evaluation purposes.
- 8.6. In the case of tenured faculty, in-classroom and laboratory visitation shall occur for academic evaluation, only with the consent of the faculty member.
- 8.7. The faculty member being evaluated shall have the right to answer the evaluation report in writing and his or her reply shall become a part of all copies of that report.
- 8.8. Faculty members may at any time submit evidence of professional achievement, teaching ability, or service to the University for inclusion in their personnel files.
- 8.9. The IDEA instrument produced by Kansas State University shall be considered by faculty members in each school by March 15, 1995. Unless a majority of the faculty members in a school choose an alternative instrument, the IDEA instrument shall be used in that school. Departments within a school may use different instruments with the approval of a majority of faculty members of the school.
- 8.10. Student complaints concerning a faculty member, which have been brought to his or her dean's attention, shall be brought to the attention of the affected faculty member by his or her dean promptly, or disregarded in subsequent evaluations by the dean.
- 8.11. When an immediate supervisor prepares to visit a faculty member's classroom for an evaluation visit, he/she must have a pre-visitation conference with the involved faculty member. During the conference, the immediate supervisor and the faculty member will mutually develop a list of weighted criteria to be used during the visitation. The results of the immediate supervisor's visitation shall be given in writing to the faculty member at a post-visitation conference to be held within five (5) University days of the visitation. By mutual agreement or in the event of an absence,

by illustration and not limitation, such as illness, injury or away from campus, the five (5) day limit may be extended. The faculty member may append any written remarks to the visitation report that he/she deems appropriate.

- 8.12. Evaluations shall be completed annually for each non-tenured faculty member and at least once every five (5) years for tenured faculty. Annual evaluations of tenured faculty members may occur at the request of the faculty member or at the discretion of the immediate supervisor. These evaluations shall be for any contractual responsibilities that occur between August 15th and August 14th of the following year.
- 8.13. It is expressly understood that for a tenured faculty member, for years in which no evaluation has been completed, it is assumed that the faculty member's job performance for those years is satisfactory, as stated in Appendix C.

9. **TENURE**

9.1. **Definition**

Tenure is defined as continuous employment of a faculty member on an academic year contract or a twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement. Tenure is awarded by the Board of Trustees pursuant to its statutory responsibilities.

9.2. **Recommendations for Tenure**

A full-time faculty member who wishes to be considered for tenure shall make formal written application to his or her immediate supervisor by October 1. Recommendations for tenure shall originate with the immediate supervisor, who shall consider the needs of the school, faculty member's annual evaluations, qualifications for tenure and the voted recommendations made by the tenured faculty members of the school. The immediate supervisor shall forward his or her tenure recommendations, accompanied by the recommendations of the tenured faculty members of the school, to the Provost, no later than November 1 of each academic year. A faculty member shall not receive tenure if he/she does not receive a positive recommendation from either the dean or the majority of the tenured faculty members present at the school Tenure Committee meeting. A faculty member shall not receive tenure if he/she is not recommended for tenure by the Provost. The Provost will forward only his or her affirmative recommendations for tenure to the President for his or her review. If the President concurs in the affirmative recommendations of the Provost for tenure, the recommendations shall be forwarded to the Board of Trustees for consideration at its last regularly scheduled meeting prior to December 15.

In the event a school having faculty being considered for tenure has fewer than three tenured faculty members to serve on the Tenure Committee, the tenured members of that school will select, by consensus, additional Tenure Committee member(s) from the tenured faculty members of their College. Under these circumstances, the Tenure Committee may not exceed four members.

9.3. **Credit Toward Tenure**

9.3.1. Faculty members with probationary appointments are eligible to earn credit toward tenure at the rate of one year of credit for one academic year at the University. Faculty members on approved leaves of absence with pay shall accrue credit. Probationary faculty members on approved leaves of absence without pay shall not accrue credit, except as provided by law; however, they shall not lose credit already accrued. Probationary faculty members who sever their relationship with the University, either through resignation or by exceeding the period of an approved leave of absence, shall lose all credit previously accrued toward tenure.

9.3.2. Faculty members with temporary appointments do not accrue credit toward tenure. If they are appointed to probationary positions, they shall be granted credit for the time previously served for which they meet the qualifications of 7.3.1.

9.3.3. Faculty members with regular part-time appointments do not accrue credit toward tenure. A faculty member whose status changes from regular part-time to full-time shall be granted credit for the time previously served as if he or she had been full-time, refer to Sections 9.4. and 9.5.6.

9.4. **Maximum Time Before Tenure**

9.4.1. The maximum probationary period before tenure is granted shall be: seven years for a person initially appointed as an Instructor, five years for a person initially appointed as an Assistant Professor, four years for a person initially appointed as an Associate Professor, and three years for a person initially appointed as a Professor. A probationary faculty member must apply for tenure within the time periods herein described. Failure to apply for tenure consideration or the denial of tenure shall result in discharge from the University at the end of the academic year, refer to Sections 9.3.3. and 9.5.6.

9.5. **Special Conditions Regarding Tenure**

9.5.1. The University's decision not to grant tenure when the maximum probationary period has elapsed shall result in discharge at the end of the academic year, with reasons furnished in writing. The discharge is not subject to the grievance procedure. A person discharged for failing to receive tenure shall be offered a one-year terminal appointment.

9.5.2. No person outside the faculty shall acquire tenure or attain seniority in the bargaining unit.

9.5.3. No faculty member shall be granted tenure with his or her initial appointment.

9.5.4. A person who attained tenure while a faculty member shall not lose his or her tenure status or accrued seniority rights because he or she leaves the bargaining unit to continue employment at the University in another position outside of the bargaining unit. However, a person formerly in the bargaining unit shall not accrue credit toward tenure status nor seniority rights in the bargaining unit, while employed in a University position outside the bargaining unit.

9.5.5. Any regular part-time faculty member who becomes full-time and exceeds the maximum time toward tenure must apply for, and be granted, tenure in their first year of full-time status or be dismissed, refer to Sections 9.3.3. and 9.4.

9.5.6. Faculty members will not be tenured at the rank of instructor. If a full-time faculty member, initially appointed at the rank of instructor, has not been promoted prior to his/her seventh year, he/she must apply for tenure consistent with Section 9.2. The granting of tenure, in these cases, will be conditional on the faculty member successfully applying for and being granted promotion during the same academic year. Failure to receive both tenure and promotion will result in termination, refer to Section 9.5.1.

10. **PROMOTION**

10.1. **Qualifications for Promotion**

Promotion in rank is neither automatic nor based primarily on seniority. The minimum preparation for promotion to the academic ranks shall be as follows, except in cases where there is clear evidence of equivalent experience, professional achievement or superior teaching. The following provisions only apply to probationary or tenured faculty members:

10.1.1. Assistant Professor

- a. Master's degree plus ten semester credit hours in a graduate program plus two years as a faculty member at the Instructor level at Lake Superior State University; or
- b. Master's degree plus five years professional experience, including two years as a faculty member at Lake Superior State University; or
- c. Master's degree plus 20 semester hours in a graduate program; or
- d. Earned doctorate in his/her field.

10.1.2. Associate Professor

- a. Master's degree plus twenty semester credit hours plus five years as a faculty member at the Assistant level at Lake Superior State University; or
- b. Earned doctorate in his/her field plus three years at the Assistant level at Lake Superior State University.

10.1.3. Professor

- a. Master's degree plus thirty semester credit hours plus seven years as a faculty member at the Associate level at Lake Superior State University; or
- b. Earned doctorate in his/her field plus five years at the Associate level at Lake Superior State University.

10.2. **Criteria for Promotion**

Criteria for promotion shall be as specified in Appendix D of the Master Agreement.

10.3. **Promotion Committees**

- 10.3.1. Each school or department shall have a School Promotion Committee consisting of the Dean and all its tenured faculty members not being considered for promotion.

In the event a school or department having faculty being considered for promotion has fewer than three tenured faculty members of that school or department to serve on the School Promotion Committee, the Dean together with the tenured faculty members of that school or department who are not being considered for promotion, will select, by consensus, additional School Promotion Committee member(s) from the tenured faculty members of their College. Under these circumstances, the School Promotion Committee may not exceed four members.

- 10.3.2. The College Promotion Committee shall be established prior to December 10 of each Academic year. The membership of the College Promotion Committee shall consist of five (5) tenured, Full Professors elected at large by all full-time faculty members of the College. For purposes of this section, faculty members of the School of Engineering and Technology, School of Nursing and Health Sciences, and Academic Services shall be considered members of the College of Professional Studies. No more than two (2) members of the College Promotion Committee shall be from any one (1) school or department. The Dean shall conduct the election and convene the initial meeting, but shall not serve on the College Promotion Committee.

10.4. **Procedures for Promotion**

- 10.4.1. To be considered for promotion, a faculty member must notify his/her Dean by November 1 that she/he intends to apply for promotion. It is the responsibility of the faculty member to be certain that his/her personnel file is current as it relates to the minimum qualifications for promotion as stated in Section 10.1.1. to 10.1.3. The Deans shall forward their lists to the Provost by November 7. The Provost and the Faculty Association President will review the Deans' lists to ensure that the faculty members have met all the contractual requirements necessary for filing for promotion. A list of all faculty members who have applied for promotion shall be distributed to the faculty by November 15. This list will indicate whether or not a faculty member meets the minimum qualifications for promotion or is applying under the exceptions clause according to Section 10.1.

To be considered for promotion faculty members must submit their promotion file to their School Promotion Committee by January 20. Promotion files submitted to the School Promotion Committee shall be the same as those submitted to the College Promotion Committee and shall be prepared according to the criteria of Section 10.2.

- 10.4.2. The Dean of each School will convene its School Promotion Committee during the second week of February at the common hour to review the evidence submitted to it and recommend promotions or not. A majority vote of a School Promotion Committee is required to recommend an individual for consideration by the College Promotion Committee. All candidates for promotion shall be notified as to whether or not their name is on the School Promotion Committee's list of recommended promotions.

The School Promotion Committee shall submit its recommended promotions along with the faculty files to the College Promotion Committee by February 20. The School Promotion Committee may submit comments where appropriate.

- 10.4.3. The College Promotion Committee will consider only candidates submitted to it by School Promotion Committees within the College. It shall review evidence contained in each faculty member's file along with School Promotion Committee comments, if any. A majority vote of the College Promotion Committee members will be required to include the name of an individual on the College Promotion Committee's recommended list. The College Promotion Committee shall submit its list of promotion recommendations to the Provost by March 20. All candidates will be notified whether they are or are not on the College Promotion Committee's final list of recommended promotions. Those candidates who are not on the College Promotion Committee's final list shall be directly notified by the Committee, in writing, of the reasons. Appropriate Deans shall be notified, and a list of both recommended and not recommended candidates shall be delivered to the Association President on the same day as the College Promotion Committee submits its list to the Provost.
- 10.4.4. The Provost shall review the list of candidates and supporting evidence submitted by the College Promotion Committee and, from that list, submit to the University President a list of faculty members recommended for promotion. The College Promotion Committee and those candidates who are not on the Provost's final list shall be notified by the Provost in writing, of the reasons for denial of promotion. The President will review the list. If he/she concurs, the recommendation shall be transmitted to the Board of Trustees for its consideration and decision at the first Board meeting after March 30. Those on the final list who do not receive promotion shall be notified of the reasons in writing. Promotions become effective the first pay period of the following academic year.
- 10.4.5. The decisions and recommendations from either the School Promotion Committee or the College Promotion Committee shall not be subject to the Grievance Procedure (Section 12) of this Agreement.

The failure to follow proper procedures or time limits shall not be prohibited from the Grievance Procedure (Section 12) of this Agreement.

11. **ACADEMIC CONDITIONS AND WORKLOAD**

11.1. **Non-Discrimination**

The University shall not, in the conduct of its business, discriminate against any individual in violation of Federal or State law.

11.2. **Qualifications for Assigned Tasks**

The University shall assign faculty members teaching, counseling, or librarian tasks based on the qualifications of the individual. Faculty members who have term appointments and do not satisfy the requirements of Section 7.3.1. shall not be assigned courses numbered 100 or above.

These qualifications shall be established by:

- a. The individual's graduate-school transcript(s) showing major and minor concentrations of study in master's and doctoral programs and major(s) in baccalaureate programs.
- b. The faculty member's professional experience or special expertise, which is demonstrated by evidence of independent study, scholarly publications, or documented research.
- c. The immediate supervisor, after an exchange of facts and opinions with the individual faculty member based on paragraphs 11.2.a. and 11.2.b., shall establish a list of LSSU courses and subjects which the faculty member is qualified to teach.

These qualifications shall be reviewed annually at the request of the individual faculty member.

11.3. **Teaching Loads**

11.3.1. For the purpose of defining teaching loads and supplementals, one contract hour shall be considered as one class hour of lecture or recitation at the undergraduate levels; one and one-half hours of laboratory instruction at the undergraduate level; or three-fourths of an hour of regularly scheduled classroom instruction at the graduate level. The contract hour defined above is to be differentiated from the "Student Credit Hour" used in the catalog course descriptions.

11.3.2. A faculty members total load for either fall or spring semester shall not exceed 18 contract hours. The workload for the academic year shall not exceed 32 contract hours.

The President of the Faculty Association must be provided with load information for anyone teaching a course by the end of the third week of instruction.

Faculty members may accept but will not be discriminated against for not accepting a supplemental appointment.

- 11.3.2.1. Load Reports are considered to be the primary and archival source of information for load report data. Data for calculating Load Reports will be reported on the Load Reports, and faculty will sign Load Reports affirming their satisfaction regarding accuracy. The Load Reports must be returned to the University within ten (10) University days. If the Load Report is incorrect the Faculty Member will note the discrepancy on the Load Report before returning the document. After the Load Report has been corrected by the University the Faculty member will have ten (10) University days from the return of the Load Report to sign and return to the University. The signature on a Load Report constitutes an agreement between the faculty member and the University. Adjunct signatures on contract letters will provide confirmation of adjunct awareness of their instructional loads.

Preliminary load reports including released time assignments will be provided to faculty by the end of the 10th week of the preceding semester of the academic year. All preliminary load reports and release time assignments are subject to change.

- 11.3.3. Non-teaching faculty members' workloads shall be 40 clock hours per week. Any librarian or counselor who is assigned to teach any class shall have his or her workload reduced accordingly. Faculty members with temporary or term appointments will be laid-off before any other faculty members provided there is a probationary or tenured faculty member qualified and available to perform the duties of the position being held by the faculty member on a temporary or term appointment.
- 11.3.4. The University may appoint librarians or counselors for an academic year or longer than an academic year, up to a full calendar year, however, such periods in excess of the academic year must be contiguous to the academic year unless otherwise agreed to by the faculty member.
- 11.3.5. Faculty assignments shall not exceed five days per week, without the consent of the faculty member. A faculty member shall not be assigned both Saturday and Sunday without his or her consent.
- 11.3.6. All Load Reports must be reported to the Provost and copies shall be furnished to the faculty member and the Association President by the beginning of the fourth week of each semester.
- 11.3.7. Faculty teaching loads shall not exceed three and one-half separate lecture preparations for any one semester without the consent of the faculty member involved. Each separate laboratory shall count as one-half lecture preparation; each separate recreation activity course shall count as one-third lecture preparation.
- 11.3.8. Each faculty member shall schedule, with the approval of their dean, a minimum of five office hours per week during normal instructional hours. A faculty member shall not be required to schedule office hours more than two hours prior to or following an assigned class. Regular part-time faculty members shall have pro-rated office hour requirements.
- 11.3.9. Both parties recognize that the teaching load does not constitute the full work load for professional faculty. Preparing for classes and labs, maintaining office hours, advising students, choosing textbooks for courses, selecting library acquisitions, advising student organizations, attending convocation, university-wide faculty development sessions, and department and school meeting;

serving on department, school and university committees; correcting work of students, and engaging in research and other scholarly activities for example, are recognized as part of the professional responsibilities of the faculty member. Participation on all committees required by this Agreement (e.g. promotion, tenure, curriculum, sabbatical, search, etc.) constitutes an essential component of a faculty members professional responsibilities.

Continuing scholarly activity is required of regular graduate faculty members.

11.3.10. **Practicum/Internship Formula**

11.3.10.1. The number of contract hours a faculty member will receive for teaching a course identified in the University catalog as a practicum or internship course will be determined by the following formula:

$$\frac{(\text{placement time} + \text{evaluation time}) \times (\text{number of students}) + \text{class time}}{44} = \text{contract hours}$$

Preparation/Placement time is defined as the number of hours required to place each student enrolled in the course.

Evaluation time is defined as the number of hours required by the faculty member to evaluate each student in the course.

Class time is defined as the total number of hours the class meets for recitation or lecture during the semester, plus course preparation time.

Preparation /Placement time, evaluation time, and class time will be determined for the course, not for the instructor assigned the course. The total number of hours it will take to instruct a course may vary directly with the number of students enrolled in the course and by the number of credit hours for which each student is enrolled. The immediate supervisor in consultation with faculty members qualified to teach the course will determine the amount of evaluation time, preparation/placement time, and class time required to instruct a course. If faculty members assigned to instruct the course are not satisfied with the *decision*, they may request a meeting with the dean and, if desired, the Provost and/or Association members to review the *decision*. After review of all evidence presented by the affected faculty member and/or the Faculty Association, the Provost will provide a final decision. Each semester any practicum or internship assigned to a faculty member will count as one-half lecture preparation for purposes of Section 11.3.7. of this Agreement. Practicum or internship courses offered for variable credit and bearing the same course number and name, are considered one-half lecture preparation. Example: A course may be offered for four, six, eight, or twelve credits; some students may be enrolled for four, six, eight, or twelve credits, but the course would be considered the equivalent of only one-half lecture preparation.

11.3.10.2. Contract hour workloads for practicum or internship courses which are revised or developed and approved shall be determined using the procedures outlined above.

11.3.10.3. If a faculty member, after teaching a practicum or internship, feels that he/she is not able to conscientiously teach the course within the workload parameters established, he/she may remove the course from the list of courses (described in 11.2. of the Agreement) which he/she is to teach for the next academic year. Such removal may result in less than a full load, with corresponding change from full-time status.

11.3.11. **Class Sizes and Schedules**

11.3.11.1. The dean of each school, after an exchange of facts and/or opinions with his or her faculty, shall determine the need for student assistants for faculty members whose teaching loads exceed 600 student credit hours per semester, or whose courses would benefit from student assistants. The immediate supervisor shall submit his or her findings to the Provost, with specific requests for assignment of appropriate numbers of student assistants. For those courses where the provision for student assistants has been recommended, but student assistants have not been provided, the Provost shall notify, in writing, the immediate supervisor and faculty member of the reasons. Student assistants shall not assume primary instructional activities and responsibilities.

11.3.11.2. Both the faculty and the University recognize that decisions about class size have consequences for the quality and cost of education. The immediate supervisor, in agreement with the faculty member involved, shall set the maximum and minimum number of students in his/her courses taught in the department or school.

11.3.11.3. In the event of a disagreement between the immediate supervisor and the faculty member in Section 11.3.11.2., the maximum or minimum number of students in the courses involved shall be established by the Provost.

11.3.11.4. Nothing in this Agreement shall require a workload adjustment when a faculty member wants to divide an assigned class into more than one section.

11.3.12. Without the written permission of the faculty member, an immediate supervisor shall not assign classes or schedule office hours that exceed a nine hour span on a given day. Supplemental assignments are exempt from this restriction unless the supplemental course is assigned as described in Section 11.3.2.

11.3.13. Effective with the 2005-2006 academic year, if the student credit hour generation (SCH) of adjunct and part-time instructors as reported on load report forms, accounts for forty (40) percent or more of the School's instruction, (with the exception of Academic Services UN prefaced classes) the university shall create a new faculty position for the next academic year.

11.4. **University Calendar**

11.4.1.1. Annual academic calendars for the University will be developed by the University and the Association using the special conference provisions of this Agreement in accord with the requirements stated in Section 11.4.2. Annual academic calendars shall be ratified by the University and the Faculty Association's Executive Council.

- 11.4.2. The regular academic year shall consist of two semesters, each shall have at least 70 scheduled instructional days, followed by five days for final examinations. A regular scheduled hour of instruction is 50 minutes. Each examination shall be scheduled for 120 minutes with 30 minutes between each examination. The Fall Semester shall end before Christmas. Classes for the Spring Semester shall begin after New Year's Day. The Spring Semester shall have a week long break. Graduation shall be scheduled following the Spring Semester's final examination period. Spring semester grades shall not be due before noon on the Tuesday following graduation.
- 11.4.3. To preserve the flexibility needed in the scheduling of summer classes, the Association waives, for the duration of this Agreement, negotiation of summer calendars provided the hours of instruction are comparable to those scheduled during the regular academic year.
- 11.4.4. Each graduate hour will meet for fourteen (14) hours of instruction plus the final exam period.

11.5. **Working Conditions**

The University shall provide to faculty members without charge:

- a. If available, a private office for each faculty member, with the usual furniture, including desk, chairs, bookcases, and filing cabinets.
- b. A telephone, with a private line, for each faculty member.
- c. Keys to their offices, and other rooms and buildings connected with their work.
- d. Secretarial assistance.
- e. Access of the necessary machines and equipment such as computers, video tapes, word processors, calculators, copiers, typewriters, timing devices, athletic equipment, and laboratory equipment.
- f. Common supplies such as paper, pens, grade books, and desk calendars.
- g. For the rental of films, special exhibits, and other incidental educational aids.
- h. A maximum of two parking permits for faculty members. Holders of more than one parking permit should have no more than one vehicle on campus at a time. All faculty/staff parking areas shall be designated. Permits to use such areas shall be issued only to faculty, staff, and those certified with a disability.
- i. Semester library loan and reserve privileges.
- j. Audio visual equipment such as overhead, slide, and movie projectors, VCR's, television monitors, etc.; and the staff to deliver and set up such equipment.

- k. Any physical examinations required by the University, or by law, in connection with a faculty member's professional obligations.
- l. All identification cards the University wants the faculty members to obtain.
- m. For the distribution of all-payroll and personal information and in a confidential manner.
- n. Access to a private room for counseling students, by reserving the room through the immediate supervisor.
- o. Canadian nursing registration fees for Michigan nursing faculty, and chauffeur license fees, if required of faculty in the performance of their professional duties.
- p. A faculty lounge. Members of the faculty and staff are welcome to use the Anchor Room of the Cisler Center at any time that this room has not been reserved by another group during the regular hours of operation of the Center. Further, the University agrees to make the Anchor Room available for reserved use by the faculty once each week during the academic year, subject to completion of advance arrangements for reservation of the room by the Faculty Association. Reservation shall be made no more than two weeks prior to the date of the proposed use. If the Anchor Room has been previously reserved by another group, the University will seek to provide an alternative room in the Cisler Center. Furnishing of additional facilities or services, in conjunction with the use of the Anchor Room or the alternative, shall be the responsibility of the faculty and/or the Association.

11.6. **Workload Adjustments for Special Assignments and for Coaching**

- 11.6.1. Faculty members who consent to serve as coordinators of a program or to the development and/or implementation of a new program or to undertake extra non-teaching academic responsibilities (such as directing student research, conducting departmental, school or University research, writing grant proposals, assisting in special recruitment activities for prospective students, etc.) or who have 50 or more advisees, may be given extra compensation and/or release time for such additional responsibilities. Both extra compensation and release time will be converted into contract hours as specified in Section 11.6.3.1.; however, compensation for scholarly activity (such as basic or applied research, or consulting) conducted through the University and financed with extramural funds, shall not be limited by application of the formula specified in Section 11.6.3.1.
- 11.6.2. The amount of extra compensation and/or release time shall require mutual consent of the faculty member and immediate supervisor subject to the approval of the Provost, and shall be based on the scope of responsibilities which are beyond those normally expected of a faculty member.
- 11.6.3. Each special assignment, per Section 11.6.1., offered to a faculty member, shall be described by a detailed list of duties and responsibilities, special starting and ending dates of the assignment, amount of extra compensation and/or release time associated with the assignment and rationale for this amount in terms of average hours per week of the special assignment. The special assignment description shall require consent of the faculty member and a copy shall be provided to the Faculty Association President within ten (10) University days of the starting date of the assignment.

11.6.3.1. Methods for determining contract hour value of work associated with a special assignment are as follows:

- a. An average of three (3) hours per week shall be equal to one contract hour;
- b. Faculty members, who are specifically assigned the responsibility for organizing and coordinating multiple (three or more) lab sections associated with a single course, will be credited with one (1) contract hour in addition to their compensation for teaching one or more of the laboratory sections. (A special assignment description for coordination of laboratory sections of a course need only be approved and disseminated, per Sections 11.6.2. and 11.6.3., one time, unless duties are substantially changed.)

11.7. **Off-Campus Teaching Assignments**

11.7.1. **Regional Center Teaching**

The number of contract hours credited to a faculty member assigned to the main campus for a course taught at the Regional Center shall equal 1.25 times the number of contract hours credited for the course taught on campus. For faculty members whose primary responsibility is to a regional center, the same factors will apply for courses taught on the main campus. Eligibility for Regional Center Teaching incentives are for on-site courses.

The University shall provide office space at Regional Centers for faculty use in preparation of classes and advisement of students. For faculty members teaching at Regional Centers a portion of office hours required in Section 11.3.9. may be scheduled at the Regional Center.

Faculty members teaching at Regional Centers will receive reimbursement for appropriate food, lodging, travel and mileage expenses according to University policies for approved travel on University business.

Assigned courses at the Regional Centers shall be rotated on a semester basis among qualified faculty members. Volunteers may be accepted at the discretion of the immediate supervisor.

11.7.2. **Affiliated Academic Institutions**

If the University intends to have a portion of a faculty member's work assignment on and/or off campus for affiliated academic institutions such as secondary schools, community colleges, universities, or other educational facilities, the University agrees to meet with the Association under Section 3.7.2. to discuss conditions of employment before the assignment is made.

11.7.3. **Distance Education (Interactive Television)**

Distance education may include, but is not limited to, teaching students by technological link-ups such as those using satellites, fiber optics transmission, full-motion video, cable television, microwave transmission, Internet/Web based courses, and videotapes/CDs.

Initial and on-going training in using technology shall be made available to faculty members who will be teaching via distance education. Prior to teaching distance education courses, faculty members shall have the opportunity for initial training in using tele-communications as an alternative educational delivery system and to be briefed on how such teaching differs from regular classroom instruction.

When faculty members travel to the distant site, they will receive reimbursement for appropriate food, lodging, travel and mileage expenses according to University policies for approved travel on University business. Faculty members will be compensated for travel time as provided in this Agreement.

In recognition of the additional preparation and training required to teach a course on Interactive Television, (as opposed to distance learning), a faculty member shall be credited with one contract hour the first time they teach a course on interactive television. Each additional time a faculty member teaches the course through interactive television, they shall receive a factor of 1.25 times the number of contract hours credited for the course.

No faculty member shall be required to teach distance education activity as a regularly assigned class or as a supplemental appointment. Faculty members may volunteer to teach these courses as part of their regular assigned teaching loads or as supplemental appointments. Faculty members shall not be discriminated against for not accepting such an appointment.

11.8. **Team Teaching**

When a course or laboratory is taught by more than one faculty member, the Dean of the College in which the course is taught, in consultation with those faculty involved, shall determine the percentage of the course for which each faculty member shall be responsible to deliver. For the purposes of Section 11.3 of the Agreement, the number of contract hours and lecture preparations assigned to each faculty member shall be prorated by their respective percentage.

Example: if a faculty member teaches 30% of a 3-credit non-prorated course, his/her load report would show $(0.30 \times 3 \text{ cr}) = 0.90$ contract hours in load and $(0.30 \times 1 \text{ prep.}) = 0.30$ preparations.

11.9. **Independent/Directed Study**

For the purpose of Section 11.3 of the Agreement, the number of contract hours and lecture preparations a faculty member will receive for teaching a course identified in the University Catalog as independent or directed study (Independent/directed study defined as an individual student learning experience that does not fall within the definition of a lecture class, laboratory, or internship/practicum) which has 10 or fewer students enrolled at the end of the Add Period, shall be determined as follows:

$$\text{Contract hours} = (\text{Credit Hours} \times \text{Enrollment})/10$$
$$\text{Preparations} = (\text{Enrollment}/10)$$

Example: if 4 students enrolled in a 2 credit hour section of the course NURS 490, Independent Study in Nursing (1-4-0) 1-4, the instructor would be credited with 0.8 contract hours toward his/her load and compensation, and 0.4 lecture preparation. Note: No more than 4 credits of a faculty member's 12-credit load can be comprised of prorated independent study credits.

11.10. **Instruction using Video Recordings**

Subject to the accommodations of Section 11.7.3 of the Agreement with regards to Distance Education no adjustments to load calculating will be provided for video recording of instruction outside the Interactive Television Classroom setting.

In the event video records are subsequently used for instruction in other settings or classes, faculty will be credited with a factor of 0.10 times the number of contract hours credited for the course.

If faculty additionally interact with and evaluate students in such subsequent courses, contract hours will be further calculated as (hours of interaction/student-5 + hours of evaluation/student x number of students)/44.

Example: a 3-credit business class is taped on-campus in Fall of 2000 and is subsequently offered via tape delay in Spring 2001 at a regional center with a class of 12 students. Contract hours for students viewing the video recordings would be $0.10 \times 3 = 0.30$ contract hours.

If 6 hours of interaction with and 2 hours of evaluation of students is required, additional contract hours would be calculated as: $\{[6-5+2] \times 12\}/44 = 36/44 = 0.81$ contract hours. Total contract hours for this example, therefore, are $0.30 + 0.81 = 1.11$ contract hours.

11.11 **Intellectual Property Rights.**

Video material, CDs, DVDs, web-based material prepared by a faculty member for classroom instruction, using University materials or equipment, shall not be used by the University or faculty member without mutual consent. At the time of separation of a faculty member from the University, all such material may be erased at the discretion of the faculty member.

12. **GRIEVANCE PROCEDURE**

12.1. **Definition of a Grievance**

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.

12.2. **Steps in the Grievance Procedure**

The steps in the grievance procedure are as follows:

12.2.1. **First Step:**

A faculty member who has a grievance concerning his or her employment should promptly, and in no event later than fifteen (15) University days after the grievance may reasonably be known to exist, inform orally his or her immediate supervisor. On grievances related to payroll items, the grievance must be presented within ten (10) University days after the payday concerned. The immediate supervisor shall then set a place and time within the next two (2) University days, for an oral presentation of the grievance. If the aggrieved faculty member wishes, the appropriate Faculty Association representative may assist the faculty member in the oral presentation.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within two (2) University days after the oral presentation, the grievance may be submitted on the appropriate grievance form available from the Association (see Appendix B) to the Provost for written decision, provided the submission is made within five (5) University days.

12.2.2. **Second Step:**

Upon receipt of the written grievance, the Provost shall set, within five (5) University days, a place and time for a second-step grievance hearing. Such hearing shall be scheduled to occur within ten (10) University days of receipt of the written grievance. The aggrieved faculty member may have the assistance of a Faculty Association representative at the hearing. Whether or not the Faculty Association representative assists at the grievance hearing, the Faculty Association shall receive a copy of the written decision.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within five (5) University days after the written decision is received, the written grievance may be submitted to a Review Conference or Step Three.

12.2.3. **Third Step:**

If the aggrieved faculty member is not satisfied with the answer at Step two, he/she shall notify the Human Resources Office in writing within five (5) University days from the Association's receipt of the written answer and request that a Review Conference be scheduled for the purpose of restating the Faculty Association's and the University's positions and working toward a mutually acceptable

solution of the grievance. Such conference shall be scheduled to occur within ten (10) University days following receipt of Notification from the faculty member. Faculty Association participants in this conference shall be limited to the aggrieved faculty member, a Faculty Association representative, and a representative of the MEA-NEA. University participants in this conference shall include at least one University person other than the University representative who answered the grievance at a previous step.

If a grievance which is arbitrable under the fourth level of the grievance procedure cannot be settled within seven (7) University days after the third-level Review Conference, it may be then referred to arbitration.

12.2.4. **Fourth Step: Arbitration**

12.2.4.1. If after the third step of the grievance procedure, the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement, the Faculty Association may, within ten (10) University days after receipt of the written answer from the Review Conference, request arbitration by giving notice, in writing, to the Human Resources Office. If no such notice is given within the ten (10) University days period, the grievance shall be deemed settled and not subject to arbitration.

12.2.4.2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the University and the Faculty Association within ten (10) University days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five arbitrators. Both the University and the Association shall have the right to strike two names from the panel. The University shall strike the first name; the Association shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

12.2.4.3. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to the arbitrator consistent with the provisions of this Agreement.

In making his or her decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts. The arbitrator is specifically prohibited by this Agreement from hearing any grievance involving the discharge of probationary and temporary faculty members or hearing any grievance concerning the decision not to reappoint, retain a faculty member on a supplemental appointment, or the School Promotion Committee decision to promote or not to promote.

12.2.4.4. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her reasoned decision within thirty (30) days after the conclusion of testimony and argument.

12.2.4.5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Association. However, a reasonable number of faculty members who are called to testify during an arbitration hearing during their assigned working hours shall do so without loss of time or pay. In the event that either party desires a transcript, the cost shall be borne by the party making the request.

12.2.4.6. Expedited arbitration may be utilized by mutual agreement of both parties.

12.2.5. **Time Limits for Grievances**

If a time limit is not observed by the aggrieved faculty member, the grievance shall be considered settled, except that at any step of the grievance procedure, the aggrieved faculty member and the University's representative, at that step of the grievance procedure, may extend the time limit by mutual agreement in writing. If the University fails to respond to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure.

12.2.6. **Miscellaneous Provisions Concerning Grievances**

12.2.6.1. The Association shall have the right to initiate a grievance on behalf of a faculty member or consolidate the same grievance involving more than one faculty member. A consolidated grievance involving faculty members from more than one department or school may be initiated at the second step.

12.2.6.2. Any grievance initiated under this Agreement shall be processed in accordance with this grievance procedure until resolution, notwithstanding the expiration of this Agreement.

12.2.6.3. No reprisals of any kind shall be taken against faculty members for participating in a grievance.

12.2.6.4. All documents, communications and records arising from a grievance, except for the decision constituting final disposition, shall be kept separate from the personnel files of participants.

12.2.6.5. If a faculty member has a complaint which he or she wishes to present to the administration, he or she is free to do so informally without recourse to the formal grievance procedure; however, no complaint shall be adjusted contrary to this Agreement.

12.2.6.6. If any faculty member for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his or her appointment, he or she shall be reinstated with full compensation and advantages. If any faculty member has been improperly deprived of compensation or advantages, the advantages or compensation shall be restored and/or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to this action; however, nothing in this paragraph shall prevent the arbitrator from exercising his/her judgment in an award.

12.2.6.7. If the University refuses to participate in arbitration of a grievance arising under this Agreement, the arbitration shall proceed on an ex parte basis.

13. **LAYOFF AND RECALL OF FACULTY MEMBERS**

- 13.1. Whenever it is necessary to decrease the size of the faculty because of proven exigencies, the Board of Trustees, upon recommendation of the President of the University, may cause faculty to be placed on layoff. The faculty member(s) involved will receive notification of layoff by December 15 of the year preceding the layoff, if possible.
- 13.2. Non-renewal of a probationary faculty member shall not be considered a layoff under this section.
- 13.3. The following shall be considered in laying off a faculty member: length of service in the University and academic qualifications pursuant to Section 11.2. If faculty members have equal seniority in the University, the faculty member with the superior qualifications shall be retained. Faculty members with temporary or term appointments will be laid-off before any other faculty members provided there is a probationary or tenured faculty member qualified and available to perform the duties of the position being held by the faculty member on a temporary or term appointment.
- 13.4. Non-bargaining unit personnel at the University shall not perform bargaining unit work if qualified faculty members who are on layoff accept the work offered, unless such teaching assignments have been continuous and part of their regularly assigned duties each semester. Adjuncts and regular part-time faculty shall not be employed to perform bargaining unit work—if qualified faculty members on layoff accept the work offered. Teaching qualifications shall be determined by reviewing the list created under Section 11.2.c.
- 13.5. While for purposes of the Agreement 24 contract hours is considered a full-time load, for the purposes of layoff, when a proven exigency exists, 22 hours will be allowed. Also, for purposes of layoff when a proven exigency exists and faculty have been laid off in a specific department or school, that immediate supervisor may assign a fourth preparation to faculty members.
- 13.6. A faculty member placed on layoff is eligible for recall for a same or similar position and location for a period not to exceed three (3) years unless declining recall offer before that time. Decline of recall to same or similar position and location means resignation of the position.
- 13.7. A faculty member placed on layoff will be reinstated if the faculty member accepts the offer of reinstatement within fourteen (14) calendar days after the offer of reemployment is sent by certified mail to the faculty member's last known address. It shall be the faculty member's responsibility to ensure that the University's personnel office records reflect the faculty member's current address.
- 13.8. In the event a recall offer is accepted, such reemployment shall not result in a loss of status or credit for previous years of service, and the faculty member, upon commencement of active employment, shall receive all previous benefits and status as held on the date of layoff.

14. CURRICULUM DEVELOPMENT

14.1. Curriculum Committee and General Education Committees

- 14.1.1. The Curriculum Committee and the General Education Committee shall each be composed of thirteen (13) faculty members elected by the faculty members in each College; two students, chosen by the Student Government; the Provost; and two Deans. The Registrar and the Assistant to the Provost for Academic Records shall serve as ex-officio members of the committees. The 13 faculty members shall represent the following units, with no more than one representative from any one school or department: three representatives from the College of Arts, Letters and Social Sciences; three representatives from the College of Natural and Mathematical Sciences; seven representatives from the College of Professional Studies, the School of Engineering and Technology, the School of Nursing and Health Sciences, and Academic Services.
- 14.1.2. The faculty representatives of the Curriculum and General Education Committees shall be elected by the faculty in each unit by October 1. The Deans of the three Colleges will conduct the elections. Student Government shall select the student representatives. Faculty representatives shall serve staggered two-year terms.
- 14.1.3. The Provost shall serve as chair of the Curriculum Committee. The chair of the General Education Committee shall be elected by the General Education Committee members.

14.2. Undergraduate Curriculum Procedures

- 14.2.1. All curriculum proposals shall originate within the appropriate school with the participation of affected departments and faculty members. Exceptions to this requirement may occur if the courses or curriculum under consideration are new to the University and, therefore, not appropriately within the jurisdiction of an existing school, or the University is submitting a proposal for the deletion of a program to the school for their recommendations. In this circumstance, the initiation of such a new course(s) shall be within the jurisdiction of the Provost; initiation of new curriculum similarly within his or her jurisdiction. The general education curriculum is within the jurisdiction of the General Education Committee. The General Education Committee Bylaws will govern committee protocol. The Bylaws do not replace nor shall they be interpreted to replace any current contract language. They are committee procedural guidelines. Course development will normally occur in the academic school, and proposals must be approved at this level, followed by consideration for approval by the Curriculum Committee.

The General Education Committee should promote and initiate curriculum development and instructional innovation in general education. The General Education Committee determines whether courses proposed for the general education curriculum will help achieve the outcomes of general education. In the curriculum approval process, courses approved by the academic schools for inclusion in the general education curriculum, and approved by the Curriculum Committee, will be forwarded for approval to the General Education Committee.

- 14.2.2. A course or program proposal, revision, or modification may be proposed by any faculty member on the appropriate form furnished to the schools. Such a proposal, revision, or modification shall be prepared and circulated among the faculty members within the school. The school dean shall receive a copy, and upon receipt, shall place the proposal on the agenda for a school meeting. The proposal shall be discussed by the faculty at said meeting and a recorded vote taken on adoption of the proposal.
- 14.2.3. If approved, the proposal shall then be submitted to the dean for his or her approval; if he or she concurs with the school's recommendation, the proposal shall be forwarded to the Curriculum Committee.
- 14.2.4. In the case of new courses or a new curriculum, not within the jurisdiction of an existing school, the Provost shall forward the proposal to the Curriculum Committee.
- 14.2.5. All recommendations adopted by the Curriculum Committee shall be forwarded to the administration by the Provost within 30 days of the receipt of the proposal by the Committee.
- 14.2.6. The Provost shall call the first meeting of the Curriculum Committee before the end of the second week of October. The first item of business at this initial meeting shall be the establishment of the committee's rules and procedures. The Curriculum Committee shall establish any standing and ad hoc subcommittees that are deemed necessary. Membership of subcommittees shall be determined by the Curriculum Committee. The Curriculum Committee meetings shall be open.
- 14.2.7. The Curriculum Committee shall establish and publish a regular schedule of meetings. The agenda shall be distributed to each school dean 48 hours prior to the meeting. The Curriculum Committee shall, in cooperation with the University, establish the procedures and forms for submission of curricular-related proposals.
- 14.2.8. Changes in procedures shall be distributed to school deans within 30 University days after the October meeting of the Curriculum Committee.
- 14.2.9. Where there is a difference of opinion between the administration and the school or Curriculum Committee concerning curriculum proposals, revisions, deletions or modifications, the matter will be presented to the Board of Trustees for a final decision.
- 14.2.10. Prior to the Board of Trustees meeting, a written report of the dissenting opinion shall be included in the mailed agenda. A spokesperson for the dissenting position will be allowed to actively participate in the discussion when the item is considered by the Board of Trustees.

15. **LEAVES OF ABSENCE AND PROFESSIONAL DEVELOPMENT**

15.1. **Leaves of Absence Without Pay**

A policy permitting leaves of absence without pay may under certain circumstances be beneficial to both the individual and the University. Examples of reasons for such leaves are professional development, political activities, extended military service, and extended child birth leave. These examples are not intended to encompass all the possible reasons for a leave of absence without pay. However, such leave shall not exceed one (1) calendar year.

15.1.1. **Application**

The faculty member shall make his or her request for leave without pay to his or her immediate supervisor, stating the reason for the leave, the period of absence, and the expected date of return. When possible, this application should be made by January 15 of the academic year preceding the academic year in which the leave is to occur.

15.1.2. **Approval**

The immediate supervisor shall make his or her recommendation to approve or deny the request for leave without pay to the Provost. If the Provost overrules the recommendation of the immediate supervisor, he or she shall make his or her reasons known in writing to the immediate supervisor and the faculty member. The leave of absence request may be withdrawn in writing by the applicant, without prejudice, if done before a replacement has been appointed.

15.1.3. **Length of Leave**

The period of the leave shall not exceed twelve months. The beginning and ending dates of a leave will normally coincide with the beginning and ending dates of academic semesters. Leaves of absence without pay may be extended upon approval by the immediate supervisor, the Provost, President, and the Board of Trustees.

15.1.4. If, in the event of extenuating circumstances beyond his or her control, a faculty member on leave wishes to return to the University before the expiration date of the leave, he or she must submit a written request to his or her immediate supervisor. In such cases, the University shall make reasonable efforts to return the faculty member to the payroll.

15.1.5. Upon expiration of the leave of absence without pay, the faculty member shall be reinstated in his or her former position with at least his or her former rank and at least the salary he/she would have received had the leave not been taken.

15.1.6. **Deduction for Leave of Absence Without Pay**

Deductions for approved days of absence without pay shall be calculated for faculty members on academic year appointments on the uniform basis of one-hundred-seventy (170) working days = one-thousand-three-hundred-sixty (1,360) working hours, eight (8) hours per day.

The number of work days (170) indicated is for the purpose of convenience in payroll accounting only.

The deduction for leave of absence without pay shall be made on a half-day basis, with one-half days' pay deducted when a faculty member misses part of his/her professional obligation, and deduction of a full day's pay when the entire professional obligation is missed.

For leave of absence without pay of more than one day's duration, intervening days shall be counted as full work days if classes are in session, including the final examination period, even when the faculty member has no professional obligations scheduled for that particular day.

15.2. **Leaves of Absence With Pay**

15.2.1. **Vacations**

Full-time faculty members whose annual appointments are for more than an academic year accrue sixteen (16) hours of vacation per month. Unused vacation time shall not be accumulated beyond thirty-six (36) days or two hundred eighty-eight (288) hours. Faculty members on academic-year appointment do not accrue vacation, but have the normal days off associated with the academic calendar.

15.2.2. **Sick Leave**

15.2.2.1. **Absences Chargeable to Sick Leave**

Absences chargeable to sick leave are those due to personal illness, injury or other disability of the faculty member, including pregnancy and childbirth; and time needed for appointments with doctors, dentists, or other health-care practitioners.

Absences required by the confining illness or injury to members of the immediate family, who in this instance shall include the following: spouse, documented same sex domestic partner if permitted by law, children, parents, or parents-in-law; absences to be limited to five (5) days per incident.

Absences required by the illness or injury to other members of the immediate or extended family, who in this instance shall include dependents, grandparents, grandchildren, brothers and sisters; absences to be limited to four (4) days per incident.

15.2.2.2. **Accrual of Sick Leave**

Full-time faculty members on annual appointment accrue four (4) hours per pay period. Full-time faculty members on academic year appointment accrue eighty (80) hours during any twelve (12) month period. Regular part-time faculty members shall accrue hours on a prorated basis.

Faculty members accrue sick leave during any paid absence. Faculty members returning from any leave of absence without pay shall have previously unused sick leave accumulation credited to their sick leave account.

Maximum accrual is twelve hundred (1200) hours.

15.2.2.3 **Annual Sick Leave Payment Option**

Faculty members are entitled to receive payment for sick leave once a base of 480 sick leave hours has been accumulated. Faculty members, when exercising this option, must not drop below 480 sick leave hours. Full-time faculty who wish to engage in this option during the 2010-2011 academic year may exchange 3 days (24 hours) and must have a minimum of 504 accrued sick leave hours, for payment from the \$35,000 available for this disbursement.

Faculty who wish to engage in this option during the 2011-2012 academic year may exchange 4 days (32 hours) and must have a minimum of 512 accrued sick leave hours, for payment from the \$46,700 available for this disbursement.

Faculty who wish to engage in this option during the 2012-2013 academic year may exchange 5 days (40 hours) and must have a minimum of 520 accrued sick leave hours, for payment from the \$58,400 available for this disbursement.

The disbursement will be calculated by dividing the total amount of funds available by the number of faculty who elected this option. The yearly amount of sick leave hours paid out each year will be subtracted from the faculty member's sick leave time.

Faculty members eligible for this benefit must file their intention to pursue this option with the Office of Human Resources by December 1 (see Appendix G) and will receive a separate check by the end of the following month (January).

Faculty members newly hired for the academic year of 1987-1988 or thereafter, shall be eligible for this benefit.

The Annual Sick Leave Payment Option expires August 31, 2013.

15.2.2.4. **Donation of Sick Leave**

The Association may request individual faculty members to donate accrued sick leave days to provide a faculty member with additional sick days when he or she has exhausted his or her accumulated sick leave. This donated accrued sick leave can only be utilized to qualify the faculty member for long-term disability benefits or to recover from a long-term illness. Faculty members who use this donated sick leave are limited to a maximum of 120 work days, combined donated and own, for any one health problem.

15.2.3. **Funeral Leave**

- a. If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) days leave with pay. The immediate family is defined as spouse, children or stepchildren, brother, sister, parent, step-parent or foster parent, grandparents or grandchildren, of either employee or spouse, or a person having lived in the employee's household for one calendar year or more before death.
- b. If a death occurs among other relatives of an employee, the employee shall be granted up to three (3) days leave with pay chargeable to sick leave, if required.
- c. Additional leave may be granted in special cases, subject to approval of the immediate supervisor. Such additional leave is to be charged to personal days, accrued vacation, sick leave (maximum one (1) day), or taken as leave without pay.
- d. Permission may be granted to a reasonable number of employees in a unit who want to attend the funeral or serve as pallbearers of a fellow employee or former employee without loss of pay.

15.2.4. **Coverage of Sick Leave and Funeral Leave**

While it is the responsibility of faculty members to meet all of their professional duties, if it becomes necessary to use sick leave or funeral leave, it is the appropriate immediate supervisor's responsibility, upon notification, to arrange to cover a faculty member's duties and to provide whatever further notification the University may require.

15.2.5. **Jury Duty and Witness Service**

Faculty members who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate. Jury duty and witness fees, excluding any travel allowance paid by the court, shall be offset against such pay. Faculty members shall furnish the Office of Employee Relations a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. A faculty member temporarily excused from attendance at court shall report for his or her regular responsibilities at the University during the excused period. Faculty members are not in travel status while on leave for jury duty or witness service. Therefore, they may not use a state car and are not eligible for travel reimbursement from the University. If a faculty member's absence would impair the operations of the Library, Counseling Center or school, the immediate supervisor may petition the court to excuse the faculty member from jury duty.

15.2.6. **Pregnancy and Childbirth Leave**

The sick leave and leave without pay provisions of this Agreement apply to absences due to pregnancy and childbirth, adoption or paternity care, the same as to any other temporary disability. The duration of the temporary disability is determined by the attending physician. The faculty member should notify her immediate supervisor of her intention to seek leave at least 90 days prior to the expected date of the anticipated starting date of the leave. The period prior to or following the

conclusion of the temporary disability is covered by the leave without pay provision of this Agreement. Leave without pay may be granted for child care purposes. The leave for temporary disability due to pregnancy or childbirth shall be chargeable to either sick leave or leave without pay at the discretion of the faculty member involved.

15.2.7. **Temporary, Emergency and Regular Military Leave**

The Association agrees that for the duration of this Agreement, the Association waives without reservation or qualification the right to negotiate any condition of employment regarding temporary, emergency or regular military leaves. Policies adopted by the University shall govern all military leave.

15.2.8. **Personal Leave Days**

Faculty members with academic year appointments shall be granted up to four (4) personal leave days per academic year, which may be used during either the academic year or the summer session. Approval of the Dean will be based on satisfactory coverage of professional responsibilities. Personal leave days are noncumulative.

15.2.9 **Sick Time and other Approved Extended Leaves**

Sick time or other extended leaves may be approved with a duration requiring that a portion of contractual obligations be transferred to another faculty member or an adjunct faculty member to avoid a significant interruption in course delivery or other university function. Such sick time or other approved extended leave will not be prorated, up to 12 contract hours in a given term, and will be included on the faculty member's load report. Sick time or other approved extended leave will be prorated for overload in a given term.

15.3. **Professional Development Funds**

15.3.1. The University will provide the Library, Counseling Center and each school a sum equal to \$800 per full-time faculty member per academic year for professional development for each academic year of this Agreement. Professional development funds shall be allocated on a prorated basis for regular part-time faculty members.

15.3.2. The professional development allocation may be used to permit the individual faculty member to recommend certain purchases from his/ her allocation. Purchases shall be related to the faculty member's professional development or teaching objectives. Examples of such purchases, but not limited to, are books, developmental materials, and journal subscriptions, and attendance at workshops and conferences. Any purchases from such allocation shall be available to colleagues and students. Expenditure recommendations by each faculty member will be given to the immediate supervisor for his/her concurrence, and denial shall not be subject to the grievance procedure if the requested purchase is a duplication of material already available in the University library, or departmental or school's holdings.

- 15.3.3. Materials and items purchased through Professional Development Funds shall be considered as University property and the ownership of the University, and shall be turned over to the immediate supervisor upon departure of the faculty member.
- 15.3.4. By written agreement, faculty may allocate a portion or all of his/her professional development money to another faculty member as defined in Section 1.14.
- 15.3.5. A faculty member's professional development fund shall carry over from academic year to academic year, but not to exceed \$4,000. Fund balances in excess of \$4,000 in an individual's account shall revert to the individual's school or department fund for faculty development.

15.4. **Sabbatical Leaves**

- 15.4.1. For each academic year of this agreement, except the 2006-2007 academic year when there shall be no sabbaticals, the University shall grant a total of up to four semesters of sabbatical leave at full pay.
- 15.4.2. A tenured faculty member is eligible for a Sabbatical Leave after five (5) academic years of employment as a faculty member at the University, so long as he/she has not had a Sabbatical Leave within the previous five (5) years.
- 15.4.3. A Sabbatical Leave Committee, comprised of two Deans, appointed by the Provost, and five faculty members elected by the faculty shall consider the applications for sabbatical leave and make recommendations to the Provost. The five faculty members shall be elected as follows: one from the College of Arts, Letters and Social Sciences; one from the College of Natural and Mathematical Sciences; and three (but no more than one faculty member from any given area) from the following areas combined: College of Professional Studies, School of Engineering and Technology, School of Nursing and Health Sciences, and Academic Services. The Deans of the three Colleges will conduct the elections. Faculty members shall serve staggered two-year terms. Faculty members cannot apply for sabbatical leave while serving as members of this committee.

Application forms for sabbatical leave must be obtained from the Provost's Office. Applications are due to the Sabbatical Leave Committee by November 15. The following three criteria will be used by the Sabbatical Leave Committee as it formulates recommendations on sabbatical leave proposals:

1. The strength of the relationship between a sabbatical leave proposal involving applied or theoretical research related to professional activities and the advancement of knowledge within disciplinary areas.
2. The strength of the relationship between a sabbatical leave proposal involving an external, professionally-related experience/study in a business, industrial, health care, scientific, or educational setting and the improvement of instruction/professional activities at the University.
3. The strength of the relationship between a sabbatical leave proposal involving travel or advanced study and its yield in improving the quality of instruction at the University.

- 15.4.4. Sabbatical Committee decisions are due January 15. The Board of Trustees shall make their decisions during the first Board meeting following the Sabbatical Committee decision.
- 15.4.5. In the event the Sabbatical Leave Committee determines, for a given year, that applications are not of sufficient merit to award all the semesters of sabbatical leave, as herein provided, the unawarded semesters will be carried over to the next year. If the semesters carried over are not awarded the following year, in September of the third academic year, for each unawarded semester, an amount equal to .5 times the average instructor salary for that year shall be allotted to returning faculty for professional development, on an equal or prorated basis depending on appointment; however, in no event shall this allocation cause an individual faculty member's professional development account to exceed the limits established in Section 15.3.
- 15.4.6. Faculty members accepting a Sabbatical Leave shall be required to agree to return to the University for one full academic year immediately following such leave or repay the University for the compensation received during the Sabbatical Leave. Recipients of Sabbatical Leave shall be required, during the first semester of their return, to submit a written report in electronic form outlining their experiences and achievements in keeping with the purposes for which the leave was granted.

16. **FRINGE BENEFITS**

16.1. **Health, Dental and Vision Insurance**

The University agrees to provide the following insurance benefits for each full-time faculty member and his or her spouse and single dependent children, as defined by the IRS. Health, Dental and Vision Insurance premiums are subject to copays as defined in 16.1.1.1

16.1.1. **Health Insurance**

Members of the Faculty Association will be covered by the Community Blue PPO (Plan 1), as described below.

The community Blue PPO (Plan 1) with the following co-pay levels \$25 Co-pay for Doctor Office Visits; \$50 Co-pay for Emergency Room visits; \$10 Co-pay for Generic Drug Prescriptions; \$20 Co-pay for Brand name Drug Prescriptions. The health insurance coverage shall be provided within group operating procedures prescribed by the Michigan Hospital Service and the Michigan Medical Service with respect to eligibility, enrollment, notices of contract change, reporting or subscriber information, and similar matters.

Beginning January 1, 2011 the calendar year deductible will increase to \$500 from \$250 per single contract and to \$1,000 from \$500 per two-person or family contract for in-network services. Out-of-network services deductibles will increase to calendar year amounts of \$1,000 from \$500 per single contract and to \$2,000 from \$1,000 two-person or family contract. Deductibles apply to any basic services where co-pays are not applied.

The Association may elect coverage changes to Blue Cross Blue Shield Health Care Plans that reduce the cost of health insurance premiums. At the end of the plan year, the University will calculate the actual premium savings resulting from the changes and an amount equal to the savings will be distributed in a lump sum payment equally to each Faculty Member subscribing to the health insurance benefit in the year that the change was made. The elected coverage changes will remain in effect unless the Faculty Association elects further coverage changes that additionally reduce the cost of health insurance premiums. In the event that further coverage changes, an amount equal to the additional savings will be distributed in a one-time lump sum payment equally to each Faculty Member subscribing to the health insurance benefit in the year that the change was made.

16.1.1.1. **Premiums Co-Pays**

Faculty Members will pay fourteen percent (14%) of the annual premium, as estimated by Blue Cross Blue Shield of Michigan, for Health, Dental and Vision Insurance for the 2010-2011 year; fourteen percent (14%) for the 2011-2012 year; and fourteen percent (14%) for the 2012-2013 year. This premium shall be collected via payroll deduction over 20 pay periods beginning the

first pay date in August of each year. Faculty Members will pay fifty percent (50%) of the annual premium, as estimated by Blue Cross Blue Shield of Michigan, for Health, Dental and Vision Insurance for eligible dependents under the continuation program.

16.1.2. **Health Insurance Continuation**

Lake Superior State University offers the opportunity for retired staff members and their spouses to continue health, dental and vision insurance benefits as they may be made available by the University. Availability of health insurance benefits to retirees and their spouses is subject to the concurrence of the benefit carriers. An official University retiree is defined as one who has completed ten (10) years of continuous full-time or equivalent part-time service at Lake Superior State University and has met the age and service requirements for retirement as defined under the provisions of the Michigan Public School Employees Retirement System MIP program.

Retirees may participate in the available benefit program only if they are not being provided with a health benefit insurance paid, in whole or in part, by another entity. Application for continued health insurance must be made at the University's Human Resources Office no less than 30 days prior to the effective date of retirement. The retiree is fully responsible for the payment of all premiums in order to maintain coverage. The University will issue guidelines for receipt of payment. Failure to meet those guidelines will mean discontinuance of coverage.

If the retiree precedes a spouse in death, the spouse may continue participation in the health insurance program the University may offer for up to the period of time COBRA law allows (currently 36 months).

The University reserves the right to:

1. change at anytime the benefit plan or plans offered to retirees;
2. change benefit plan carriers at its discretion, without consultation with the retirees, singularly or as a group, or with any other group acting on behalf of the retirees;
3. set, change or adjust subscription rates and payment schedules, at its discretion; and
4. withdraw or alter eligibility of retirees as participants in any University benefit plan with 180 days notice.

16.1.3. **Dental Insurance**

The following dental plan shall be provided:

The dental plan pays reasonable charges for covered expenses with NO deductible for any Class.

COINSURANCE

CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at seventy percent (70%) of reasonable charges.

CLASS II: Restorative, endodontic and periodontic services; oral surgery; repairs; adjustments and relining of dentures and bridges; and adjunctive general services are covered at seventy percent (70%) of reasonable charges.

CLASS III: Construction and replacement of dentures and bridges are covered at seventy percent (70%) of reasonable charges.

CLASS IV: Each member is entitled to maximum benefits of orthodontics with a fifty percent (50%) co-pay and a lifetime maximum of \$1500.

ANNUAL MAXIMUM: Each member is entitled to maximum benefits of \$1,000.00 every contract year.

16.1.4. **Vision Insurance**

The Program covers visual testing examinations, lenses and frames once in every 12 consecutive months.

The program pays for the following vision care tests and supplies when obtained from a participating provider, after the member has paid the provider the required "co-payment amount". Co-payments are limited to a total of \$12.50 per member in 12 consecutive months.

In vision testing examinations the co-payment is \$5.00 for an examination. The Program covers visual testing by an Optometrist or Ophthalmologist - including history, testing visual acuity (sharpness of vision), internal and external examination of the eyes, tonometry (testing for glaucoma) when necessary plus prescriptions for glasses. It also covers an additional examination by an Ophthalmologist with respect to a vision problem when recommended by an Optometrist and the additional examination takes place within 60 days of the original examination by the Optometrist.

Co-payment is \$7.50 for lenses and frames. Regular lenses - the program covers prescribed glasses made of glass or plastic. Certain tinted lenses are covered when they are prescribed for medical reasons. Contact Lenses - The program covers glass or plastic contact lenses if the patient's vision cannot be corrected to at least 20/70 in the better eye by other lenses or when medically necessary for certain specified medical conditions. If contact lenses are selected but are not necessary for the above reasons, the program will cover up to a maximum of \$35.00. Frames - The Program covers plastic, metal or wire eyeglass frames which are adequate to hold the prescribed lenses. The Program pays up to \$14.75, less the co-payment amount.

For covered services and supplies from a non-participating provider, the program will pay 75% of the provider's reasonable charge for vision examinations less the \$5.00 co-payment amount and will pay for lenses, frames and dispensing fees on a pre-determined set fee level. The patient pays the provider any other charges.

16.2 **Life Insurance**

The university shall provide, at no cost to each faculty member, a group term life insurance policy in the face amount of \$45,000. In the event of accidental death, the insurance will pay double the specified amount. The life insurance policy will be made available to faculty members, subject to the rules and regulations of the underwriter. Beginning January 1, 2011 the group term life insurance policy will increase to \$50,000 with the same conditions as noted above.

16.3. **Part-time Faculty Insurance Benefits**

The University subsidy for health, life, dental and vision care insurance benefits shall be provided to part-time faculty members on a prorated basis.

16.4. **Long Term Disability**

The University shall provide to faculty members a long-term disability insurance program, subject to the rules and regulations of the insurance underwriter. Coverage will start after six months of disability, providing benefits at the rate of seventy percent (70%) of the faculty member's monthly salary at the date of disability, up to a maximum monthly benefit of \$4,000, and shall continue until death, age 65, or recovery. This long-term disability program shall provide for maternity benefits and Social Security freeze.

For a period of two academic semesters, not including summer sessions, after faculty members go on long-term disability, such faculty members shall be entitled to be returned to their regular positions. For an additional year, faculty members will be returned only if there are vacant positions for which they are qualified to teach.

16.5. **Retirement**

16.5.1. Each faculty member hired after January 1, 1996 not belonging to MPSERS, shall participate in the Teachers' Insurance Annuity Association College Retirement Equities Fund (TIAA-CREF).

16.5.2. Contributions by the University for faculty members in the Michigan Public Schools Employees' Retirement System are determined annually by the State of Michigan. The University's contribution for each faculty member enrolled in TIAA-CREF shall be equal to twelve percent (12%) of the faculty member's gross annual earnings at the University as well as any Worker's Compensation benefits received as an off-set against such earnings.

16.6. **Payment of Sick Leave Benefits Upon Retirement**

16.6.1. Faculty members who have completed ten (10) consecutive years of full-time service or equivalent part-time service at the University at the time of their retirement and entitlement to full or reduced retirement benefits under the MPSERS, including MIP provisions, or TIAA-CREF retirement plans, are entitled to receive payment for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days. Payment shall be computed at the faculty member's true hourly rate, at the time the event set forth in this section occurs, times the number of

hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours or one hundred (100) working days. (The true hourly rate shall be determined by dividing the annual salary by 1,600 hours for faculty members on an academic year appointment, or 2,088 hours for faculty members on an annual appointment). TIAA-CREF participants must meet the same requirements as though they were under the MPSERS Retirement System.

- 16.6.1.1. Faculty members newly hired for the academic year of 1987-88 or thereafter, shall not be entitled to any future payment of sick leave benefits at retirement.
- 16.6.1.2. At the option of the faculty member, the benefits permitted in Section 16.6.1. may be reduced proportionately to cover the faculty member's portion of the liability of 16.1.2.

16.7. **Workers' Compensation**

In the event a faculty member is disabled through illness or injury covered by Workers' Compensation, accumulated sick leave shall be used on a pro rata basis to insure that the faculty member shall be entitled to full pay as long as accumulated sick leave is available. While accumulated sick leave is part of the faculty member's compensation, the University will continue all paid insurance programs, subject to the rules and regulations of the insurance underwriters.

16.8. **Continuation or Termination of Insurance Benefits**

Insurance benefits shall not extend beyond the effective date of resignation, termination, or the commencement of a Leave of Absence without pay of any faculty member, whichever occurs first, unless otherwise herein provided.

The insurance herein described, shall be continued during any leave, or portion thereof, for which the employee is on the payroll. If the employee is receiving less than full pay for any leave or portion thereof, the coverage will be continued during such period upon a pro-rata basis with employee's payment being made in the same manner as employees on unpaid leave. Faculty members who are on an unpaid leave shall have the option to continue at the group rate at their own expense for a period of eighteen (18) months or until they return to work. Premium payments are payable by making payments of the monthly premium prior to the 20th of each prior month.

Full-time academic year faculty members who are laid off or dismissed at the end of an academic year, or whose resignation is effective at the end of an academic year, or who are going on leave without pay the following academic year shall have all insurance premiums, with the exception of Long Term Disability, paid through August 31 of that year.

Surviving spouses and/or dependent children of faculty members and laid-off or dismissed faculty shall have access to the COBRA provisions of Federal Law.

16.9. **Insurance Information**

The University shall provide insurance information, including applications and claim materials.

16.10. **Tuition Reimbursement**

Tuition costs and enrollment fees shall be waived for all faculty members taking courses carrying University credit at Lake Superior State University.

Dependents of faculty members, meeting the IRS definition of dependency, shall be required to pay fifty percent (50%) of their tuition costs and enrollment fees for undergraduate courses carrying University credit taken at the University, and provided they have registered for the course. Spouses of faculty members and children or step-children under the age of twenty-five (25) will be considered eligible regardless of whether they meet the IRS definition of dependency.

Applications for attendance and tuition adjustment must be filed with the Employee Relations Office prior to the end of the add period for the semester in which an adjustment is being requested. The applicable tuition adjustment will be applied to the fee statement prior to the application of other financial aid. Calculation of tuition adjustments will not include special course fees, but will include the enrollment fee.

To be eligible for the tuition award, dependents must meet “Satisfactory Academic Progress” (SAP) as defined by federal financial aid guidelines. A dependent who did not make SAP would not be eligible for further tuition award benefits until SAP has been achieved. See current Lake Superior State University catalog for an explanation of SAP.

16.11. **Bookstore Discount**

Barnes and Noble will allow full-time faculty and staff of Lake Superior State University a 15% discount on all merchandise available at the Bookstore except textbooks, special orders, sale books, class alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks and beverages. Textbooks purchased for personal use only, will be discounted 15%.

16.12. **Admission to University Events**

- 16.12.1 Faculty members shall be admitted without charge to University-sponsored events where the proceeds of such events accrue to the University. The free admission shall not extend to events where the proceeds accrue to a recognized student organization or events relating to fund-raising, social, or recognition activities of the University.
- 16.12.2. Spouses and dependent children of faculty members shall be admitted to athletic events at one-half the regular ticket price.
- 16.12.3. A season hockey ticket shall be made available to all faculty members
- 16.12.4. On game nights, based on availability, faculty members who do not hold season tickets or who have not picked up a reserve ticket, shall for the general admission area, be admitted without charge and spouses and dependent children at one-half the regular ticket price.

16.12.5. Faculty members shall present their University-issued identification card for admission to University events. An identification card is non-transferable and may only be used by the person to whom it was issued.

16.13. **Payroll Deduction**

The University shall provide the opportunity for payroll deduction at no cost for the same purposes which were allowed prior to the effective date of this Agreement.

17. **PROFESSIONAL COMPENSATION**

17.1. **Definition of Base Salary**

A faculty member's base salary shall be defined as "compensation for teaching load obligations" as defined in this Agreement. The base salary shall not include additional stipends for activities not directly related to faculty duties. The base salary shall include all other salary increases applied to the previous year's base salary.

17.2. **Base Salary Adjustments for Promotion and Educational Level Advances**

17.2.1. Faculty members receiving promotions shall receive the following adjustment to his/her salary:

Instructor to Assistant Professor	\$1,300.
Assistant Professor to Associate Professor	\$1,600.
Associate Professor to Professor	\$2,000.

17.2.2. Each faculty member advancing from one of the educational levels specified below to the next higher level at any time during the life of this Agreement shall receive a salary adjustment of \$1,000.00 to the faculty member's base salary.

The educational levels recorded in documentation are as follows:

- a. Bachelor's degree
- b. Master's degree
- c. Master's degree plus 30 graduate semester hours or equivalent
- d. Doctor's degree

All course work applied toward a specific educational level must be verified by an official transcript and be appropriate to the position held.

17.2.3. Base salary adjustments specified by Sections 17.2.1. and 17.2.2. shall be applied prior to yearly adjustments of Section 17.3.

17.2.4. Effective the first pay period of the 2007-2008 academic year, the base salary of returning full-time faculty members and new full-time faculty hires shall be at or above the following minimums for the respective ranks: Instructor - \$30,000.; Assistant Professor - \$40,000.; Associate Professor \$46,500.; and Professor \$54,500. Regular part-time faculty shall have prorated minimums.

These minimums apply after adjustments for promotion and educational level advancement, if appropriate, and after the yearly adjustment specified in Section 17.3.

All probationary faculty members shall have initial salary at or above the minima. Temporary faculty members may be appointed with salaries below the minima, however, not less than 80% of the minima for the rank to which they are appointed.

The above minimum base salaries shall apply for all bargaining unit members effective at the beginning of the appointment period for each academic year. Faculty who are under the minimum salary of the new rank attained will have base salaries increased to the minimum salary of the new rank. Faculty who are over the minimum salary of the new rank attained will continue at their present base salary with no reduction in salary. Faculty on twelve (12) month appointments shall have a minimum base salary multiplied by $11/9^{\text{th}}$ of the amounts listed above.

17.2.5. Effective the first pay period of the 2007-2008 academic year, all returning full-time faculty shall have the following one-time market adjustments to their 2006-07 base salaries such that all of the conditions below are met:

- a. Instructors' 2006-07 salaries that were below the new minimum defined above (Sec. 17.2.4) are to be adjusted 0.4% above this new minimum for each year in rank up to six (6) years.
- b. Assistant Professors' 2006-07 salaries that were below the new minimum defined above (Sec. 17.2.4) are to be adjusted 0.4% above this new minimum for each year in rank up to six (6) years.
- c. Associate Professors' 2006-07 salaries that were below the new minimum defined above (Sect. 17.2.4) are to be adjusted 0.4% above this new minimum for each year in rank up to six (6) years.
- d. Professors' 2006-07 salaries that were below the new minimum defined above (Sect. 17.2.4) are to be adjusted 0.4% above this new minimum for each year in rank up to ten (10) years.

17.3. **Yearly Adjustment to Base Salaries During This Agreement**

17.3.1. Probationary and tenured faculty members who were employed during the 2006-2007 academic year shall have their base salaries raised by three percent (3.0%) effective for the first pay period of the 2007-2008 academic year.

Probationary and tenured faculty members who were employed during the 2007-2008 academic year shall have their base salaries raised by two percent (2.0%) effective the first pay period of the 2008-2009 academic year.

Probationary and tenured faculty members who were employed during the 2008-2009 academic year shall have their base salaries raised by two percent (2.0%) effective the first pay period of the 2009-2010 academic year.

Probationary and tenured faculty members who were employed during the 2009-10 academic year will remain at the 2009-10 established base salary rate for the 2010-11, 2011-12, and 2012-13 academic years.

A wage re-opener will occur if the base salaries of Administrative/Professional (A/P) employees, employed prior to September 1, 2010, are increased during the life of this Agreement. This excludes contractual employees, currently defined as the University President and coaching staff.

A wage re-opener may be requested by either party in the last year of the contract if the June 30, 2012 audit reflects either a \$500,000 plus or minus figure from the June 30, 2010 audit of the combination of tuition/fees and state appropriation total. A wage re-opener request by either party must be made within twenty University days of the Association's receipt of the published audit. The University will provide one copy of the published audit to the Association President and one copy to the Association Secretary.

17.4. **Annual Academic Salaries**

The annual salary for a twelve-month appointment shall be the academic year salary multiplied by 11/9.

17.5. **Salary for Faculty Members Returning From Leaves**

A faculty member returning from an approved leave of absence with or without pay shall receive a salary at least equal to the minimum salary he/she would have been entitled to had he/she remained on the LSSU campus, in the performance of his/her normal duties as a member of the faculty, for the period of the leave. The salary is to be computed from the faculty member's base salary for the last academic year before the leave, applying appropriate equity, and across-the-board increments for the intervening years in sequence, in the same manner as these increments were applied for on-campus faculty members. If the faculty member's absence from campus results in, or coincides with, a promotion in rank or change in his/her educational level factor, the appropriate increments for these changes shall be applied after the other adjustments have been made.

17.6. **Compensation for Special Assignments**

17.6.1. Faculty members may receive extra compensation and/or release time for responsibilities associated with special assignments permitted under Section 11.6.1. to the extent that such responsibilities are an addition to their regular duties as members of the faculty. The amount of extra compensation and/or release time will be as provided in Section 11.6.3. The extra compensation portion will be at the current supplemental contract hour rate and requires mutual consent of the faculty member and immediate supervisor with the approval of the Provost.

17.6.2. Compensation for special assignments shall not become part of a faculty member's base salary.

17.6.3. The University will provide the Association by September 30th of each year, a complete list of all faculty members who will have special assignments, under provisions of Section 11.6., during the

academic year. The University will notify the Association within ten (10) University days of any additions and/or deletions made to this list during the year.

17.7. **Other Compensation**

17.7.1. **Compensation for Supplemental Appointments**

Effective September 1, 2004 faculty members' compensation shall be \$725. per contract hour for their supplemental appointments during the academic year. Effective September 1, 2005 and each September 1, the rate in effect the prior year shall be adjusted by the change in the consumer price index for all urban consumers from January of the previous year to January of the current year, however, not to exceed twenty-five dollars per contract hour.

A faculty member shall be compensated for supplemental appointments during the summer semester at the rate of .0225 times that faculty member's yearly base salary, however, not at a contract hour rate to exceed \$1,350, times the contract hours for the assignment.

17.7.2. **Travel Expense Compensation**

Faculty members performing any professional duties off-campus shall be provided the use of a University vehicle if such transportation is available. Those providing their own transportation shall be reimbursed at the current rate authorized by the University Travel Policy.

If a faculty member is required to be absent from campus overnight or during meals, he or she shall be reimbursed for lodging and meals according to University policy.

17.8. **Supplemental Compensation**

17.8.1. **Contract Hour Supplementals**

17.8.1.1. Any load in excess of 24 contract hours per academic year for full-time faculty members, or in excess of the normal prorated number of contract hours for regular part-time faculty members, shall be compensated at the rate specified in Section 17.7.1. Contract hour supplementals which extend over only a fraction of a semester shall be converted to full-semester equivalent contract hours. Payment for contract hour supplementals may be waived only at the faculty member's request, which shall be made in writing with a copy of the request going to the Association President.

17.8.1.2. Faculty members who have been awarded leave under Section 15 will be compensated for supplementals as follows:

- a. Full-time faculty members who have been awarded two semesters of approved leave will have all contract hours compensated for at the rate specified in Section 17.7.1.
- b. Full-time faculty members who have been awarded one semester of approved leave will be compensated for any hours in excess of 12.

17.8.1.3. Payment for contract hours in excess of fifteen (15), assigned during the fall semester, shall be made the third pay period of the fall semester. Payment for contract hours in excess of twenty-four (24), for which compensation has not been previously made, shall be made the third pay period of the spring semester. These pay dates will be listed in the “Critical Dates” memo which is jointly issued and approved by the University Provost and the President of the Faculty Association.

17.8.1.4. A contract hour load assumed by a faculty member who is substituting for an absent faculty member shall be reported to the University and the Association President by the appropriate immediate supervisor.

17.8.2. **Student Credit Hour Overloads**

If at the end of the second week of spring semester a faculty member has taught courses totaling more than 1,160 student credit hours for the academic year (including contract hour overloads generating student credit hours) as part of that faculty member's assigned teaching load, the faculty member shall receive overload compensation of \$410. If more than 1,500 student credit hours, the faculty member shall receive overload compensation of \$525. Payment for all student credit hour overloads shall be made on the third pay period of the spring semester. Student credit hours are determined on the basis of student enrollment at the end of the second week of each semester.

17.8.3. **Base Salary and Supplementals**

Payments for contract hour supplementals and student credit hour overloads shall not become part of a faculty member's base salary.

17.9. **Compensation Data**

At the beginning of each academic year, the University shall provide each faculty member with the following compensation data for the academic year:

- a. Total salary.
- b. Any special salary adjustment under Section 17.2.
- c. Any other special compensation.

17.10. **Start of Academic Year**

For payroll purposes only, the number of working days (170) will commence on the Monday prior to the first scheduled day of classes in the fall semester.

17.11. **Partial Waiver of Compensation**

During the term of this Agreement, the faculty member with the consent of the Association may waive part of the compensation provided in 17.7.1. and 17.8.1. to permit the faculty member to teach, voluntarily, such a course which has fewer than ten (10) students at the outset. In the foregoing, the faculty member will be compensated in accordance with the following formula:

$$\frac{\text{Supplemental compensation rate} \times \text{contract hour} \times \text{enrollment}}{10}$$

17.12. **Classes with Upper and Lower level students**

When a faculty member teaches a 600 level graduate course consisting of some students taking the class for undergraduate credit, the faculty member will be compensated as if all students were taking the course for graduate credit. This course will count as a graduate course for teaching loads as defined in Section 11.3.1. of the Agreement.

When a faculty member teaches a 500 level or lower course consisting of some students taking the class for graduate credit, the faculty member will be compensated on a prorated basis, with compensation at the undergraduate rate for the number of students taking the class for undergraduate credit and compensation at the graduate rate for the number of students taking the class for 600 level graduate credit.

18. **NEGOTIATIONS PROCEDURE**

If either party desires to modify or change this agreement, it shall by March 1, prior to the termination date of this Agreement or any subsequent termination date, give notice to the other party.

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association to the Recorder and Information Officer, Lake Superior State University Faculty Association, Lake Superior State University, Sault Ste. Marie, Michigan and if to the University, addressed to the Human Resources Office, Lake Superior State University, Sault Ste. Marie, Michigan, or to any such address as the Association or the University may make available to each other.

19. **NO STRIKE CLAUSE**

The Association and University recognize that strikes and other forms of work stoppages by faculty members are contrary to law, as defined by Act 336 as amended (M.S.A.). The Association and the University subscribe to the principle that differences shall be resolved by peaceful and appropriate means. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike during the life of this Agreement. Refusal on the part of any faculty member to comply with the provisions of this section may be cause for disciplinary action.


20. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect through August 31, 2013. This Agreement may not be terminated unilaterally by either party, and all rights, privileges, and obligations thereto shall remain in effect until expiration.

Date Signed: January 5, 2011

LAKE SUPERIOR STATE UNIVERSITY

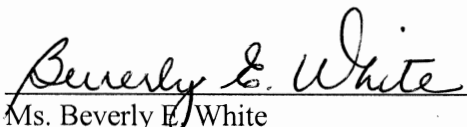
**LAKE SUPERIOR STATE UNIVERSITY
FACULTY ASSOCIATION M.E.A./N.E.A.**



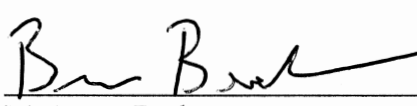
Dr. Tony L. McLain
President



Dr. Linda Schmitigal
President



Ms. Beverly E. White
Director of Human Resources



Mr. Bruce Beckman
MEA-NEA

APPENDIX A

ACADEMIC CALENDAR

Fall Semester 2010

Instruction Begins	Monday	August 30, 2010
Labor Day Recess	Mon.-Tues.	September 6-7
Classes Resume	Wednesday	September 8
Thanksgiving Recess	Tuesday	November 23 at 10:00 p.m.
Classes Resume	Monday	November 29
Regular Classes End	Friday	December 10
Final Exam Week	Mon.—Fri.	December 14—17
Semester Concludes	Friday	December 17 at 6:00 p.m.

Spring Semester 2011

Instruction Begins	Monday	January 10, 2011
Spring Break Begins	Friday	February 25 at 10:00 p.m.
Classes Resume	Monday	March 7
Regular Classes End	Friday	April 22
Final Exam Week	Mon.—Fri.	April 25—April 29
Semester Concludes	Friday	April 29 at 6:00 p.m.
Commencement Ceremony	Saturday	April 30

Fall Semester 2011

Instruction Begins	Monday	August 29, 2011
Labor Day Recess	Mon.-Tues.	September 5-6
Classes Resume	Wednesday	September 7
Thanksgiving Recess	Tuesday	November 22 at 10:00 p.m.
Classes Resume	Monday	November 28
Regular Classes End	Friday	December 9
Final Exam Week	Mon.—Fri.	December 12—16
Semester Concludes	Friday	December 16 at 6:00 p.m.

Spring Semester 2012

Instruction Begins	Monday	January 9, 2012
Spring Break Begins	Friday	February 24 at 10:00 p.m.
Classes Resume	Monday	March 5
Regular Classes End	Friday	April 20
Final Exam Week	Mon.—Fri.	April 23—April 27
Semester Concludes	Friday	April 27 at 6:00 p.m.
Commencement Ceremony	Saturday	April 28

APPENDIX B

**GRIEVANCE REPORT FORM
LAKE SUPERIOR STATE UNIVERSITY**

Grievance # _____

Name of Grievant Library/Counseling Center/School Building Date Filed

STEP I

Preparation for Submission of Written Grievance

A. Has this grievance been discussed orally with the appropriate supervisor. Yes _____ No

B. 1. Date cause of grievance occurred

2. Discovery date of grievance

C. 1. Statement of grievance(s) _____

2. Section(s) of express term(s) of the Agreement allegedly violated

3. Remedy sought _____

D. Date presented to immediate supervisor

Disposition by immediate supervisor _____

Signature of immediate supervisor

Date

E. Date received by grievant and/or Association _____

Position of grievant and/or Association _____

Signature

Date

(If additional space is needed in reporting C 1 & 2 of Step 1, attach an additional sheet.)

STEP II

A. Date received by Provost _____

B. Disposition by Provost _____

Signature Date

C. Date received by grievant and/or Association _____

D. Position of grievant and/or Association _____

Signature Date

STEP III

A. Date received by Human Resources Office _____

B. Disposition by Review Conference _____

Date received by grievant and/or Association _____

Position of grievant and/or Association _____

Signature of Review Board Chairperson Date

STEP IV

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature of Arbitrator Date of Decision

APPENDIX C

FACULTY EVALUATION FORM

Instructions to Immediate Supervisor

Complete an evaluation form for each faculty member within your area or school according to intervals stated in section 8.12.

The responsibilities of the immediate supervisor in completing the evaluation form include the following:

- 1) Complete the form, based upon available information. This information may be obtained with the aid of the faculty member.
- 2) Discuss the completed evaluation with the individual faculty member.
- 3) Submit the evaluation form to the Provost with a copy to the concerned faculty member.

The following information must be provided for each item
in Section III of this form:

Weight:

This information should represent your informed judgment of the portion of the faculty member's total professional effort that is covered by any particular item. The percentages you indicate should total 100 percent and the following weights are recommended: instructional performance, 70-100 percent; professional development, 0-20 percent; University and departmental or school service, 0-10 percent. Written explanation for any deviation from these recommendations must be included.

Evaluation:

Rate the faculty member's performance satisfactory (S) or unsatisfactory (U). If the item does not apply, or if you believe you have an inadequate basis for judgment, so state in writing.

Comments:

Provide supportive narrative explaining, defending, or qualifying your evaluation.

Documentation:

Indicate the means used in arriving at the evaluation as stated in Section 8 of the Agreement.

At the conclusion of the four general criteria, summarize the overall evaluation as satisfactory or unsatisfactory, together with any comments in support or explanation of the evaluation. Based upon this evaluation, recommend, in the space provided on the front page, one or more of the following actions: a) continuation at present rank; b) promotion to next rank; c) granting of tenure; d) renewal of the probationary appointment; e) dismissal.

Instructions to Faculty Member

The faculty member shall prepare a narrative to provide information to the immediate supervisor for purposes of the evaluation. The faculty member shall consider the categories listed in Section III of the evaluation form in preparing the narrative.

INSTRUCTIONAL PERFORMANCE

Criteria for Evaluation

- A. Performance in classroom
 - 1. Use of course objectives
 - a. Appropriateness of objectives
 - b. Major objectives clearly stated to students
 - c. Relationship of class assignments to objectives
 - d. Achievement of objectives
 - 2. Use of class time
 - a. Mastery of course content
 - b. Planning and organizing of class presentations
 - c. Course material clearly explained
 - d. Ability to maintain student interest
 - e. Students stimulated toward critical thinking and analysis
 - f. Relevant student involvement in class encouraged
 - g. Tolerance of differing student viewpoints
 - h. Students encouraged to seek needed help
 - 3. Revises courses to incorporate new research and ideas
 - 4. Use of testing and grading
 - a. Appropriate frequency, length and level of difficulty of tests
 - b. Fairness
 - c. Impartiality
- B. Out-of-class advising
 - 1. Encourages student responsibility
 - 2. Is understanding and helpful to students
 - 3. Advises in terms of alternatives
 - 4. Keeps up-to-date with regulations and course offerings
 - 5. Keeps office hours and appointments
 - 6. Maintains accurate files on advisees
 - 7. Sponsors or helps with student groups/organizations; effectiveness with these

PROFESSIONAL DEVELOPMENT

Criteria for Evaluation

A. Professional organizations

1. Memberships
2. Attendance
3. Offices held
4. Papers presented
5. Other related activities

B. Professional activities

1. Papers
2. Books
3. Research
4. Consulting
5. Speaking engagements
6. Recognition and awards
7. Other

C. Educational experiences

1. Workshops
2. Summer institutes
3. Course work
4. Other (sabbaticals, exchange programs, etc.)

UNIVERSITY AND DEPARTMENTAL (OR SCHOOL) SERVICE

Criteria for Evaluation

1. Participates in or leads projects within the department or school
2. Demonstrates ability to work with other faculty members and administrative colleagues
3. Offers constructive criticism of departmental or school and University policies and practices
4. Demonstrates effectiveness in committee work
5. Considers welfare of total department or school and total institution.

FACULTY PROFILE FORM

Academic Year _____

TO: _____ (Provost)
FROM: _____ (Dean or Dept. Head)
CONCERNING: _____ (Full Name of Faculty Member)

I. Credit-producing work load

Assignment:	FALL	SPRING	SUMMER	TOTAL
Number of credit hours				
Number of contact hours				
Number of student credit hours				
Number of separate preparations required				
Approximate average number of hours per week required for credit-producing, non-laboratory supervision of students. (For example: teacher training, observation, field trips, etc.)				

II. If either the President or Provost disagrees with the following evaluation summary by the immediate supervisor, he shall inform the immediate supervisor, in writing, of the nature of this disagreement. This written explanation shall then be provided to the concerned faculty member and a copy shall be attached to this evaluation form.

Evaluation: Satisfactory Unsatisfactory

Recommendation: _____

Immediate supervisor: _____

I have read the attached evaluation and recommendation and I:

Faculty Member _____ Agree
 Disagree rebuttal attached

III. Please rate this faculty member in the following categories and justify your evaluation, using the attached criteria:

- A. Instructional Performance
- 1. Effectiveness in classes

a. Weight ____ b. Evaluation _____ c. Documentation:

d. Comments:

Original: Provost

Yellow Copy: Immediate Supervisor

Pink Copy: Evaluated Staff Member

Faculty Member _____

2. Out-of-class advising

a. Weight ____ b. Evaluation _____

c. Documentation: _____

d. Comments:

B. Professional Development

a. Weight ____ b. Evaluation _____

c. Documentation: _____

d. Comments:

C. University and Departmental or School Service

a. Weight ____ b. Evaluation _____

c. Documentation: _____

d. Comments:

IV. Summary of Overall Evaluation

Please indicate strength, areas for improvement, and plans for improvement that have been identified in conference with the faculty member.

V. Recommendations

Do you recommend this faculty member for continuance at present rank, promotion to the next rank, granting of tenure, for a probationary year, or for dismissal? Briefly explain your decision.

APPENDIX D

LAKE SUPERIOR STATE UNIVERSITY

Criteria for Promotion

Promotion in rank constitutes recognition of professional achievement. Consequently, "promotion in rank is not automatic nor based primarily on seniority" (10.1). When performance is judged minimally satisfactory by the Promotions Committee, promotion is not justified regardless of years in rank. At levels of performance above the minimally satisfactory, the Promotions Committee shall apply a sliding scale in which achievement and years in rank are inversely related. Thus, the higher the level of achievement, the lower will be the number of years in rank necessary to justify promotion.

Criteria for evaluating candidates for promotion shall be the same for all ranks (assistant professor, associate professor, and professor). However, the standards to be applied to those criteria shall rise with rank. Thus, the level of achievement necessary for promotion to associate professor will be greater than that necessary for promotion to assistant professor. Likewise, the level of achievement necessary for promotion to professor will be greater than that necessary for promotion to associate professor. The rank of professor is the pinnacle of professional recognition within academia, and shall be reserved only for those who attain high levels of professional achievement.

Candidates for promotion will be evaluated in three general categories:

1. Professional performance in the primary role or roles for which one is employed;
2. Related professional activity; and
3. University service.

Professional performance is the most important category, and is to be weighted 70-100 percent for purposes of evaluation, depending upon the candidate's preference. Related professional activity and University service are each to be weighted 0-30 percent, again based upon the candidate's preference. Weights chosen must equal a total of 100 percent. Criteria to be employed within each category are listed below.

Professional Performance:

Below are six professional roles at Lake Superior State University, with criteria of performance evaluation for each. These criteria of professional performance are not all of equal value or relevance. Promotions Committee members shall exercise their professional judgment in weighing the importance and relevance of the criteria listed below for particular individuals. They shall also exercise such judgment in assessing the data available for evaluating individuals on these criteria. Individuals who have responsibilities in more than one area (e.g., teaching and counseling) shall be evaluated according to the criteria for these areas, with weighting based upon the proportions of their responsibilities falling within each area.

Athletic Trainers

1. Ability to relate to and function under the philosophy of the Athletic Department.
2. Administration of the athletic training budget, the purchase and care of athletic training equipment, and the athletic insurance program for the Athletic Department.

3. Dedication to athletic training.
4. Knowledge of athletic injuries, treatments, and training.
5. Maintenance of current National Athletic Training Association (NATA) Certification.
6. Rapport with athletes, coaches, the athletic director, medical personnel, insurance company personnel, and students who assist in athletic training.
7. Supervision of the training room and all varsity practices and games/contests.

Coordinators (or Released Time Assignments)

1. Effectiveness in administration of program.
2. Effectiveness in carrying out non-teaching academic responsibilities.
3. Rapport with students, faculty, administration, and public.

Licensed Professional Counselors

1. Ability to accept students unconditionally, regardless of differences in values and attitudes.
2. Maintenance of confidentiality.
3. Effectiveness in carrying out assigned responsibilities outside of counseling, such as supervising the tutoring program, training Resident Advisors, coordinating workshops, conducting Northern Ontario admissions counseling, and teaching classes.
4. Effectiveness in oral and written communication.
5. Effectiveness in creating a friendly and stimulating counseling environment.
6. Effectiveness in using crisis intervention techniques.
7. Knowledge of the University catalog and curricular requirements.
8. Knowledge of current standardized tests and psychometric techniques, and effectiveness in selecting tests and interpreting test scores.
9. Knowledge of major counseling theories and effectiveness in applying these appropriately in counseling situations.
10. Knowledge of study skills and effectiveness in helping students develop such skills.
11. Knowledge of career fields, job requirements, job opportunities, and other pertinent career information.
12. Willingness to deal with emergency situations, both during and outside of regular office hours.
13. Willingness to take certain risks in contacting and counseling students when it is in the best interests of the client.

Instructors

1. Availability and helpfulness to students.
2. Effectiveness in achieving course objectives.
3. Effectiveness as an advisor.
4. Effectiveness in communicating course objectives, requirements, and methods of evaluation.
5. Effectiveness in explaining course material.
6. Effectiveness as an instructor or supervisor of practicums, internships, or clinical experiences.
7. Effectiveness in planning and directing laboratories.
8. Effectiveness in stimulating student interest.
9. Fairness and impartiality toward students.
10. Incorporation of current research and ideas.
11. Knowledge of subject taught.
12. Planning and organization of class presentations.
13. Propriety and fairness of methods of student evaluation.

14. Rapport with students.

Librarians

1. Effectiveness in carrying out responsibilities.
2. Effectiveness as supervisor of students and/or staff.
3. Efficiency in carrying out responsibilities.
4. Initiative in carrying out responsibilities.
5. Knowledge of library resources, equipment, and trends.
6. Knowledge in specific areas of library responsibility.
7. Rapport with library staff, students, faculty, and public.

Professionally Related Activity

Professionally related activities are not all of equal value. In evaluating professionally related activities, the Promotions Committee shall consider the extent to which an activity contributes to the candidate's discipline(s), his or her performance of professional responsibilities, and the University as an institution of higher education.

1. Consulting, outside employment, or professional practice.
2. Creative activity (invention, work of art, etc.).
3. Educational experiences (course work, seminars, workshops, etc.)
4. Grant proposals.
5. Licensing or certification since last promotion.
6. Participating in professional organizations (memberships, attendance at conventions, service as officer, etc.).
7. Presentation of papers, workshops, or seminars.
8. Publication.
9. Unpublished research.
10. Other (the relevance of any other activities is to be assessed by the Promotions Committee).

University Service

University service activities are not all of equal value. In evaluating University service, the Promotions Committee shall consider the extent to which an activity contributes to the University's mission as an institution of higher education.

1. University committees or activities.
2. Department or School committees or activities.
3. Faculty organizations, committees, or activities (including Faculty Association).
4. Student organizations, committees, or activities.
5. Other (a variety of other service activities may also be included, e.g., work on student recruitment or placement, service in an out-side agency as a representative of the University. The relevance of any other such activities is to be assessed by the Promotions Committee).

The Qualifying Criteria for Promotion are located in Section 10 of the Agreement.

LAKE SUPERIOR STATE UNIVERSITY

Instructions for Application for Promotion

The criteria by which applicants for promotion will be evaluated by the Promotions Committee are listed in the document, "Criteria for Promotion". Candidates should address these criteria in the application for promotion.

The Application for Promotion consists of four parts:

- I. General Information
- II. Report on Professional Responsibilities
- III. Report on Professionally Related Activities
- IV. Report on University Service

The format of the application and supporting documentation has been standardized to facilitate the evaluation process of the Promotions Committee. Please follow the specific instructions provided in each part of the application. It is the responsibility of the faculty member applying for promotion to provide sufficient information in the format provided to enable the Committee to make its recommendation. An incomplete application or insufficient documentation may serve as justification for removing a candidate from consideration. All materials shall be compiled in the notebook provided by the University.

I. GENERAL INFORMATION

This part of the Application for Promotion consists of the following sections:

- a. Educational Attainment
- b. Promotion History
- c. Educational Attainment
- d. Employment History
- e. Additional Information
- f. Qualifying Evidence

Documentation for these sections should be submitted in the above order for this part of the Application, using the forms enclosed.

A. Weighting - Candidates for promotion will be evaluated in three general categories:

1. professional performance in the primary role or roles for which one is employed
2. related professional activity
3. University service

Professional performance is the most important category, and is to be weighted 70-100% for purposes of evaluation, depending upon the candidate's preference. Related professional activity and University service are each weighted 0-30%, again based on the candidate's preference. Weights chosen must equal a total of 100%. Indicate on the cover sheet of this application the weighting which you desire for each category.

B. Promotion History

Complete the section titled "Promotion History" on the cover page, listing the rank at which you were initially appointed at LSSU, the date of the initial appointment, each promotion where applicable, and the date(s) of the promotion(s).

C. Educational Attainment

Complete the form titled "Educational Attainment". Include any additional coursework, seminars, workshops, CEUs, or other educational experiences you have had since your last degree. If you wish to provide narrative explanation of the relationship of the experiences to your current responsibilities, include a separate page in this section titled "Educational Attainment".

D. Employment History

Complete the form titled "Employment History", listing relevant work experience, teaching and non-teaching, which directly relate to your responsibilities at LSSU. Where the relationship is not obvious, provide a narrative explanation on a separate page titled "Employment History".

E. Additional Information

If you have any additional information that relates to your application for promotion and is not appropriately included elsewhere in this application, include a separate page titled "Additional Information" and insert in this section of the application. For example, it may be appropriate to list licenses, certificates, special skills or talents which relate to your professional responsibilities. Be specific in explaining the relationship of this information to your responsibilities and to your Application for Promotion.

F. Qualifying Criteria

If you are applying for promotion under the exceptions clause of the Agreement, provide the rationale for the exception. Section 10.1. of the Agreement reads in part:

"The minimum preparation for promotion to the academic ranks shall be as follows, except in cases where there is clear evidence of equivalent experience, professional achievement, or superior teaching." (emphasis added)

Qualifying criteria are expressed in terms of educational attainment and years in rank. If you believe an exception to the minimum criteria should be made in your case, provide a narrative explanation of "equivalent teaching". Title your narrative "Qualifying Evidence" and include in this section of the application.

I. GENERAL INFORMATION

Application for promotion to be effective September, 20____.

Faculty member's name:

Present rank:

Department or School:

Date Submitted to Promotions Committee:

(Received by _____ on _____)
Committee Member Date

A. Weighting

1. Professional Responsibilities (70-100%) _____%
2. Professionally Related Activities (0-30%) _____%
3. University Service (0-30%) _____%

TOTAL 100%

B. Promotion History (Indicate rank and date)

1. Initial Appointment: _____ Date:
2. Promoted to: _____ Effective Date:
3. Promoted to: _____ Effective Date:

C. Educational Attainment

(List in chronological order with most recent entry last.)

Date Institution Degree Major Minor

D. Employment History

(List in chronological order with most recent entry last.)

Dates of Employment

Employer

Position/Title

E. Additional Information (optional)

F. Qualifying Criteria (Required of persons applying under exceptions clause of Section 10.1. of the Agreement.)

II. REPORT ON PROFESSIONAL RESPONSIBILITIES

For the most recent five (5) years in current rank, provide the following (in reverse chronological order beginning with the most recent year):

- A. Report of the classes, labs, coaching, counseling, etc., assignments for which the faculty member has been responsible during the five years prior to submission of promotions materials. Primary classes or duties should be designated.
- B. Evaluations by immediate supervisor (present and past).
- C. Additional material pertaining to campus activities (letters, articles, awards, etc.).
- D. Summary of student evaluations -- format will vary from department to department and school to school (teaching faculty only).
- E. Narrative (self-assessing and with third party materials) of professional performances, on- and off-campus, related to University activities, civic and social activities.

In addition to the required documentation, faculty members may include other pertinent information such as letters of recommendation, peer reviews, etc. For years prior to 1984-85, some of the required documentation may be unavailable. However, candidates should make a conscientious effort to provide as much information as possible. (The Human Resource Office maintains copies of much of the documentation required for this part.)

LAKE SUPERIOR STATE UNIVERSITY

Guidelines for Student Evaluation Data

for Faculty Promotions Files

For those with teaching responsibilities, summaries of student evaluations are required for the five most recent years. Whenever possible, student evaluation summaries for earliest years in rank should be included as well. Such summaries must be included for at least a representative sample of all courses (including practicums and internships).

The student evaluation form employed should address itself to most or all of the criteria to be used by the Promotions Committee for evaluating instructional performance. Thus, student evaluation data should be as comprehensive as possible. However, the summaries should be organized so as to facilitate review and interpretation by the Promotions Committee.

Norms for interpretation of the student evaluation data are highly desirable. These norms may be national (e.g., SUMA, SIR, IDEA), campus or departmental, depending in part upon the evaluation form used by the department.

For student evaluation data to be credible, the procedures for administering the evaluations should be carefully devised and followed. These procedures should be devised to accomplish the following:

1. Insure a high response rate
2. Guarantee anonymity to students
3. Provide for security in handling of blank and completed forms
4. Provide appropriate explanation to students of the purposes and safeguards for student evaluations
5. Provide an appropriate environment in which students may fill out the forms
6. Provide for the tabulation or summarizing of data by an appropriate third party, e.g., dean or his/her designee.

A written explanation of the procedures of administration employed in gathering student evaluation data must be included as part of the promotion file. If summaries are not presented on the student evaluation form itself, a copy of the form must also be included.

(From report of Judgmental Criteria Committee, June 22, 1984)

III. REPORT ON PROFESSIONALLY RELATED ACTIVITIES

This part of the application must contain a completed "Report on Professionally Related Activities" for each of the five most recent years in current rank. These reports should be arranged in reverse chronological order beginning with the most recent year. Documentation for each year should follow each year's report.

Professionally related activities are not all of equal value. Required as documentation is a narrative statement addressing the extent to which an activity contributes to the candidate's discipline(s), his or her performance of professional responsibilities, and the University as an institution of higher education. Optional documentation (e.g., copies of published papers) may also be included. For years prior to 1984-85, documentation may be unavailable; however, candidates should make a conscientious effort to provide as much information as possible.

LAKE SUPERIOR STATE UNIVERSITY

Yearly Report on Professionally Related Activities

For the Year 20_____

Describe and document any professionally related activities for the academic year indicated above. Such activities include:

Consulting, Outside Employment or Professional Practice

Creative Activity (invention, work of art, etc.)

Educational Experiences (coursework, seminars, workshops, etc.)

Grant Proposals

License or Certification Received

Participation in Professional Organizations (memberships, attendance at conventions, service as officer, etc.)

Presentation of Papers, Workshops, or Seminar

Publication

Unpublished Research

Other

IV. REPORT ON UNIVERSITY SERVICE

This part of the application must contain a completed "Report on University Service for each of the five most recent years in current rank. These reports should be arranged in reverse chronological order beginning with the most recent year. Documentation for each year should follow each year's report.

University service activities are not all of equal value. Required as documentation is a narrative statement addressing the extent to which an activity contributes to the University's mission as an institution of higher education. Other documentation (e.g., letters expressing gratitude for service) is optional. Although complete documentation may not be available for years prior to 1984-85, the candidate should make a conscientious effort to provide as much information as possible.

LAKE SUPERIOR STATE UNIVERSITY

Yearly Report on University Service

for the Year 20_____

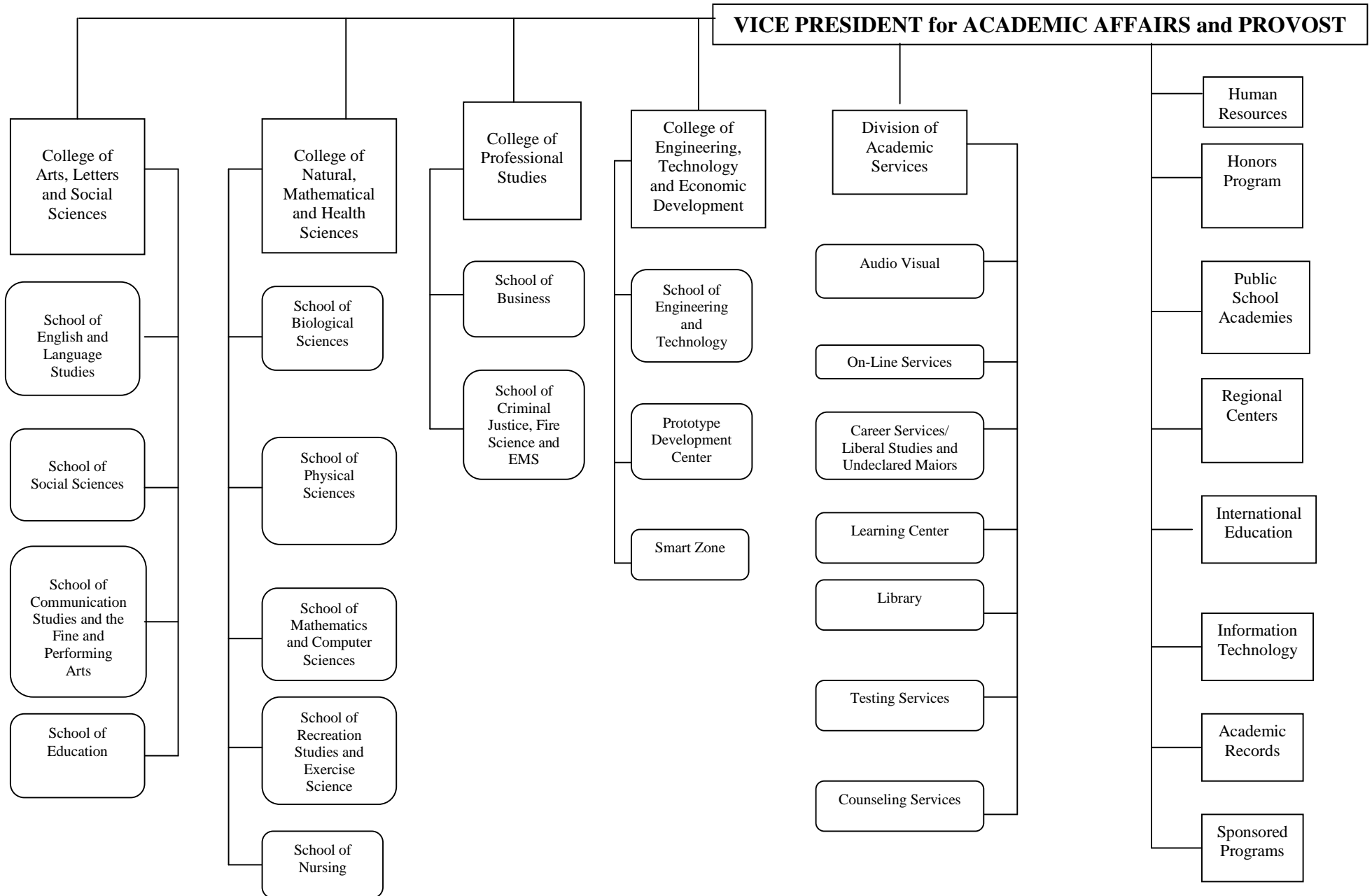
List and document appropriate University service activities for the academic year indicated above. Such activities may include service on University or departmental committees, faculty organizations or committees, student organizations or committees, etc.

APPENDIX E

The “Academic Affairs Organizational Chart” dated February 9, 2010, represents the current academic structure of the University. The organizational structure may be modified at the discretion of the University. If the organizational structure is modified, the University agrees to notify the Association of the modification and discuss the impact of the modification. If the modification impacts a mandatory subject of bargaining covered by this Agreement the parties agree to negotiate about the impact to the mandatory subject(s) of bargaining.



LAKE SUPERIOR STATE UNIVERSITY
ACADEMIC AFFAIRS ORGANIZATIONAL CHART (effective February 9, 2010)



APPENDIX F

CONTRACT EXTENSION AGREEMENT

Lake Superior State University and the Lake Superior State University Faculty Association, MEA/NEA, hereby agree to extend the terms and conditions of the current collective bargaining agreement, effective from October 12, 2007 to August 31, 2010 to August 31, 2013; and in addition:

1. CHANGE 3.3. **Access to Facilities** to:

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes. Using normal University procedures, the Association shall have the right to schedule meetings in classrooms not otherwise in use, at no cost. The University will provide the Association an office in a mutually agreed upon location which will include at least one lock-bar filing cabinet.

2. CHANGE 3.11 **Distribution of Agreement** to:

The President of the Faculty Association shall be given thirty (30) printed copies and an electronic copy of the Agreement within thirty (30) days after the signing of the Agreement.

The Agreement shall be provided to the faculty as soon as reasonably possible following the signing of the Agreement on the Lake Superior State University Human Resources web site.

Notification of electronic access to the Agreement will be provided to each incoming faculty member at the time of the employment offer.

3. CHANGE 15.2.3. c. **Funeral Leave** to:

Additional leave may be granted in special cases, subject to approval of the immediate supervisor. Such additional leave is to be charged to personal days, accrued vacation, sick leave (maximum one (1) day), or taken as leave without pay.

4. CHANGE 15.2.8. **Personal Leave Days** to:

Faculty members with academic year appointments shall be granted up to four (4) personal leave days per academic year, which may be used during either the academic year or the summer session. Approval of the Dean will be based on satisfactory coverage of professional responsibilities. Personal leave days are noncumulative.

5. CHANGE 16.1.1. **Health Insurance** to:

Members of the Faculty Association will be covered by the Community Blue PPO (Plan 1), as described below.

The Community Blue PPO (Plan 1) with the following co-pay levels \$25 Co-pay for Doctor Office visits; \$50 Co-pay for Emergency Room visits; \$10 Co-pay for Generic Drug Prescriptions; \$20 Co-pay for Brand name Drug Prescriptions. The health insurance coverage shall be provided within group operating procedures prescribed by the Michigan Hospital Service and the Michigan Medical Service with respect to eligibility, enrollment, notices of contract change, reporting or subscriber information, and similar matters.

Beginning January 1, 2011 the calendar year deductible will increase to \$500 from \$250 per single contract and to \$1,000 from \$500 per two-person or family contract for in-network services. Out-of-network services deductibles will increase to calendar year amounts of \$1,000 from \$500 per single contract and to \$2,000 from \$1,000 two-person or family contract. Deductibles apply to any basic services where co-pays are not applied.

The Association may elect coverage changes to the Blue Cross Blue Shield Health Care Plans that reduce the cost of health insurance premiums. At the end of the plan year, the University will calculate the actual premium savings resulting from the changes and an amount equal to the savings will be distributed in a lump sum payment equally to each Faculty Member subscribing to the health insurance benefit in the year that the change was made. The elected coverage changes will remain in effect unless the Faculty Association elects further coverage changes that additionally reduce the cost of health insurance premiums. In the event that further coverage changes, an amount equal to the additional savings will be distributed in a one-time lump sum payment equally to each Faculty Member subscribing to the health insurance benefit in the year that the change was made.

6. CHANGE 16.2. **Life Insurance** to:

The University shall provide, at no cost to each faculty member, a group term life insurance policy in the face amount of \$45,000. In the event of accidental death, the insurance will pay double the specified amount. The life insurance policy will be made available to faculty members, subject to the rules and regulations of the underwriter. Beginning January 1, 2011 the group term life insurance policy will increase to \$50,000 with same conditions as noted above.

7. ADD as fourth paragraph to 16.10. **Tuition Reimbursement:**

To be eligible for the tuition award, dependents must meet “Satisfactory Academic Progress” (SAP) as defined by federal financial aid guidelines. A dependent who did not make SAP would not be eligible for further tuition award benefits until SAP has been achieved. See current Lake Superior State University catalog for an explanation of SAP.

8. ADD as fourth, fifth and sixth paragraphs to 17.3.1. **Yearly Adjustment to Base Salaries During This Agreement:**

Probationary and tenured faculty members who were employed during the 2009-10 academic year will remain at the 2009-10 established base salary rate for the 2010-11, 2011-12, and 2012-13 academic years.

A wage re-opener will occur if the base salaries of Administrative/ Professional (A/P) employees, employed prior to September 1, 2010, are increased during the life of this Agreement. This excludes contractual employees, currently defined as the University President and coaching staff.

A wage re-opener may be requested by either party in the last year of the contract if the June 30, 2012 audit reflects either a \$500,000 plus or minus figure from the June 30, 2010 audit of the combination of tuition/fees and state appropriation total. A wage re-opener request by either party must be made within twenty University days of the Association’s receipt of the published audit. The University will provide one copy of the published audit to the Association President and one copy to the Association secretary.

9. RENUMBER 15.2.2.3. **Donation of Sick Leave** to 15.2.2.4. **Donation of Sick Leave**

10. ADD 15.2.2.3. as **Annual Sick Leave Payment Option**

Faculty members are entitled to receive payment for sick leave once a base of 480 sick leave hours has been accumulated. Faculty members, when exercising this option, must not drop below 480 sick leave hours. Full-time faculty who wish to engage in this option during the 2010-2011 academic year may exchange 3 days (24 hours) and must have a minimum of 504 accrued sick leave hours, for payment from the \$35,000 available for this disbursement.

Faculty who wish to engage in this option during the 2011-2012 academic year may exchange 4 days (32 hours) and must have a minimum of 512 accrued sick leave hours, for payment from the \$46,700 available for this disbursement.

Faculty who wish to engage in this option during the 2012-2013 academic year may exchange 5 days (40 hours) and must have a minimum of 520 accrued sick leave hours, for payment from the \$58,400 available for this disbursement.

The disbursement will be calculated by dividing the total amount of funds available by the number of faculty who elected this option. The yearly amount of sick leave hours paid out each year will be subtracted from the faculty member's sick leave time.

Faculty members eligible for this benefit must file their intention to pursue this option with the Office of Human Resources by December 1 (see Appendix G) and will receive a separate check by the end of the following month (January).

Faculty members newly hired for the academic year of 1987-1988 or thereafter, shall be eligible for this benefit.

The Annual Sick Leave Payment Option expires August 31, 2013.

11. CHANGE Appendix E to:

The "Academic Affairs Organizational Chart" dated February 9, 2010, represents the current academic structure of the University. The organizational structure may be modified at the discretion of the University. If the organizational structure is modified, the University agrees to notify the Association of the modification and discuss the impact of the modification. If the modification impacts a mandatory subject of bargaining covered by this Agreement the parties agree to negotiate about the impact to the mandatory subject(s) of bargaining.

APPENDIX G

Annual Sick Leave Payment Option Form

To be submitted to HR by December 1

I, _____, an LSSU faculty member, wish to exercise my option to receive payment for accrued sick leave. I understand that this choice is irrevocable, and that payment for sick leave results in a reduction in my accumulated sick leave hours. I verify that I have the minimum hours required to receive this payment (see chart below). The total number of sick leave hours is available on Anchor Access (Employee Tab: Leave Balances) NOTE: Actual payment amount is dependent on the number of faculty who elect this option each year, as outlined in section 15.2.2.3 of the LSSUFA contract.

Faculty member

Date

Human Resource Director

Date

Academic Year	Minimum Hours of Sick Leave Required by December 1	Number of sick leave hours deducted from sick leave
2010-2011	504	24
2011-2012	512	32
2012-2013	520	40

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