

AGREEMENT

WESTERN MICHIGAN UNIVERSITY
AND
THE TEACHING ASSISTANTS' UNION

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

2007- 2009

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Article 1: Recognition

The Graduate College at Western Michigan University recognizes graduate appointments of three appointment types: Graduate Assistantships, Doctoral Graduate Assistantships, and Doctoral Associateships. Each graduate appointment also carries a classification: teaching, research, or non-teaching.

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on May 3, 2006, in Case No. R06 B-020, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other conditions of employment for all employees in the following described bargaining unit:

Included:

All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates appointed by the Employer with the classification of teaching. Collectively these positions are known as teaching assistantships.

Excluded:

1. All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates appointed by the Employer with the classification of research.
2. All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates appointed by the Employer with the classification of non-teaching.
3. All faculty, as defined in the then-current faculty collective bargaining agreement, and all part-time faculty and/or part-time instructors.
4. All supervisors and other employees.

Article 2: Definitions

1. Employee: The term "Employee" (and "Employees") as used in this Agreement shall mean a member of the bargaining unit.
2. Employer: Western Michigan University, a constitutionally established institution of higher education located in Kalamazoo, MI, its Board of Trustees, and the administrative agents of that Board. "The Employer," "Western," "the University," and "the Administration" shall be regarded as interchangeable terms.
3. Union: Teaching Assistants Union (TAU), AFT, AFL-CIO, Local Number XXXXX
4. Classification of Teaching: All Graduate Assistants, Doctoral Graduate Assistants, or Doctoral Associates will be assigned the classification of teaching if their primary duties are coordinating, leading, or assisting in the instructional process in direct interaction with students or holding regularly scheduled office hours for direct interaction with students, or grading papers or examinations in a manner that requires subjective evaluation above and beyond the mechanical or routine comparison of submitted papers or examinations with answers, responses, or elements predetermined as correct or acceptable by another individual

or method.

5. Good standing: A graduate student being in good standing is determined according to current University policy.

Article 3: Non-Discrimination Policy

Western Michigan University is an equal opportunity employer, which means that no applicant shall be denied an opportunity to apply for employment, nor shall be denied consideration for employment, nor shall be denied employment on the basis of race, color, religion, national origin, sex, age, height, weight, disability, marital status, or sexual orientation.

Employees will be afforded any additional protections, more expansive than above, as set forth in any current non-discrimination policies of the Board of Trustees of Western Michigan University.

Article 4: University Rights

The University retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to manage, direct and control the University and its programs, and to determine and make decisions on the manner in which the University's operations will be conducted, except where limited by the express and specific terms of this Agreement. This Agreement shall in all cases be interpreted so as not to deprive the University of its legal authority to control all final decisions regarding its academic and non-academic programs.

Article 5: Union Rights

1. The Union's internally-designated representatives will be permitted to transact official business with appropriate representatives of the Employer at mutually agreeable times provided that they follow regular Employer procedures.
2. The Union may request to schedule periodic meetings to conduct Union business on campus, subject to customary charges, if any. Requests for such space shall be processed through regular Employer procedures. Other facilities or equipment, such as computing and audiovisual, may also be available at customary charges.
3. Each semester/session, upon request of the Union, twenty (20) minutes will be made available to the Union at the first Employee training or Employee orientation session (if any) of any academic department/school, academic college, or the Graduate College, with scheduling at the discretion of the department, school, or college.
4. Upon request, the Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in ten (10) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8-1/2-inch by 11-inch sheets. All notices shall be signed by a responsible officer of the

Union and be informational to the members of the bargaining unit concerning Union business and social events. In no case will the Union post on Union bulletin board space derogatory or defamatory material about the University, its units, or any employee of the University.

5. The Employer will, by the end of the first full week of each semester/session, supply to all Employee supervisors and to all faculty appointed to courses that employ Employees a document summarizing those terms and conditions of this Agreement relevant to those faculty and the Employees they are supervising. This document will be co-written and co-signed by the Employer and the Union, and will be reviewed and distributed each year by August 1.
6. The Employer shall provide the Union with file space for a Union website, along with links to the Union website from the Human Resources and Graduate College webpages.
7. The Union shall be permitted to distribute materials in University mailboxes on the basis of an employing unit's customary means and through electronic mail.

Article 6: Union Dues and Service Fees

1. General Provisions

- a. The parties recognize that the proper negotiation and administration of this Collective Bargaining Agreement and the fulfillment by the Union of its statutory duty of representation entail expenses which are appropriately shared by all Employees who are the beneficiaries of the Agreement.
- b. All Employees shall, within thirty-one (31) calendar days after the effective date of appointment, tender payment to the Union of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees, or make written application to the Union for religious objector status (see Section 2).
- c. **Payment of dues or fees**
The Administration shall deduct from the salaries of Employees, in installments for each pay period, service fees or dues levied by the Union, provided the Employee has voluntarily executed a standard form, prepared by the Administration and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.
- d. An Employee who has authorized dues or service fees deductions may cancel such authorization by submitting to the Payroll Office and to the Union written notice of cancellation, provided that s/he has made alternate arrangements for payment to the Union.
- e. The Administration shall furnish to the Union each pay period a listing of all dues and service fees deducted from the salaries of Employees. The Administration shall transfer

all dues and service fees deductions to the Union each pay period.

- f. Western shall not be liable to the Union, by reason of the requirements of this article, for the remittance or payment of any sum other than actual deductions made from the pay earned by the Employee.
- g. No earlier than thirty (30) calendar days and no later than forty-five (45) calendar days after an Employee comes into noncompliance with the provisions of this article, and following at least fourteen (14) calendar days written notice to the Employee, the Union may notify the Employer that said Employee has not complied with this article. Upon receipt of such written notification from the Union, Western shall notify the Employee that failure to comply with the terms of this article within fourteen (14) calendar days will result in the automatic deduction of a representation fee in an amount equal to the service-fee obligation of an Employee at the applicable rate of pay during his/her term of employment. The representation fee shall be remitted to the Union by the Employer.
- h. **Indemnification**
The Union shall indemnify and hold the University harmless from any liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this article. Indemnification shall include costs of litigation and the fees of an attorney at the Union attorney's customary rate.

2. Religious Objector Status

- a. The Union shall make available to Employees, upon request, a written explanation of the process by which an Employee may apply to the Union for religious objector status. Upon application for that status, the Union shall provide a written decision on religious objector status to the Employee applying no later than twenty (20) calendar days after the date of receipt of the application, with a copy of the decision to the Employer.
- b. Any person granted religious objector status by the Union shall, within ten calendar (10) days after receipt of written notification from the Union of the granting of such status, pay to the Union an amount of money equal to the service fees assessed on non-members. Such amounts shall be forwarded intact to the Rollie Hopgood Scholarship Fund of AFT-Michigan.
- c. Any person not granted religious objector status shall, within ten (10) calendar days after receipt of written notification from the Union, tender payment to the Union of either the dues assessed on members or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees.

Article 7: Information

- 1. Upon written request from the Union, the Employer will provide the Union with relevant information necessary for the purposes of collective bargaining, as allowed by state or federal law. The cost of providing and reproducing such information shall be discussed and agreed

upon by the parties.

2. Not more than ten (10) working days after the start of each semester/session, the Employer shall provide, at no cost to the Union, a list of all current Employees in the bargaining unit. This list will be provided by the Employer in an electronic format, shall be alphabetical, and contain:
 1. Name of the Employee.
 2. Employee Western Identification number.
 3. Employing unit.
 4. Enrolled unit.
 5. Job title.
 6. Appointment level.
 7. Appointment percentage.
 8. Rate of pay.
 9. Local address and phone number.
 10. Permanent address and phone number.
 11. E-mail address.
 12. U.S. citizenship status.
 13. Payroll deduction status of union dues and service fees.
3. If a court of competent jurisdiction rules it is impermissible for the Employer to provide any of the above information, the Employer will give the Union the opportunity to convene an Article 17 conference before complying with the court ruling. The Employer retains the discretion to decide whether it can delay complying with the court ruling pending an appeal.
4. Upon written request from the Union, the Employer shall provide updates of the list of current Employees in the bargaining unit. Such an update shall be available within ten (10) working days of the request from the Union. The Union will pay the Employer's regular price for such updates.
5. The Union shall retain all information in confidence and disclose it only to those whose Union duties require them to have such information.

Article 8: Appointment and Assignment

1. Appointment
 - a. Employing units will make available on their websites information concerning teaching assistantships, including descriptions of required and preferred qualifications, application and selection procedures, application due dates, and the name or location of an office where inquiries or applications may be made. Links to these sites will be made available on the Graduate College website.
2. Appointment Decisions

- a. The Employer, through its employing units, will notify applicants for teaching assistantships of employment decisions:
 - i. By March 31 (1) for those who will be employed for a following Summer Session, or (2) for those who will be employed for the following Fall and Spring Semesters, or (3) for those who will be employed for the following Fall Semester, and
 - ii. By December 1 for those who will be employed for the following Spring Semester.
 - iii. An employing unit that has employment opportunities after the dates in a. and b., above, will maintain a pool of applicants who meet employment qualifications and who may be employed at a later date. The employing unit will, upon request, advise applicants as to whether they are in the pool.

3. Assignments

- a. Employing units will permit Employees as well as applicants for teaching assistantships to express their preferences for work assignments in writing through established procedures within the departments. Final determination of all work assignments shall be made by the Employer.
- b. Employing units will make available on their websites a listing of courses that typically have teaching assistants assigned and/or are expected to have teaching assistants assigned.
- c. Units' websites will be updated to include other course opportunities that may become available. A separate list of Summer Session course possibilities will be posted if applicable.

Article 9: Salaries

1. General Compensation Provisions

- a. The salaries and salary adjustments listed below are minimum requirements and do not include the cash value of tuition waivers (Article 11). At its discretion, the Employer may make upward adjustments in the salary and fringe benefits of individual Employees when appropriate. Each Employee will be appointed at one of the appointment levels (full, 3/4, 2/3, 1/2) listed below.
- b. If an Employee's graduate appointment under the classification of teaching is renewed, there should be no reduction in the appointment type or funding level unless by mutual agreement of the Employer and Employee.

2. Salary Baseline and Wage Adjustments for Contract Period

Employees will receive their base pay in equally-sized biweekly increments. For the period specified, pay shall be:

Graduate Assistant/Doctoral Graduate Assistant: Full Appointment (a total work assignment for the semester/session of up to 20 hours per week, on average)

2007-2008:

\$5278.50 per Fall or Spring semester, plus 1% of salary per semester in a lump sum, \$2639.25 per Summer I or Summer II session, plus 1% of salary per session in a lump sum.

2008-2009:

\$5331.25 per Fall or Spring semester, plus 1% of salary per semester in a lump sum, \$2665.00 per Summer I or Summer II session, plus 1% of salary per session in a lump sum.

Doctoral Associate: Full Appointment (a total work assignment for the semester/session of up to 20 hours per week, on average)

2007-2008:

\$6517.00 per Fall or Spring semester, plus 1% of salary per semester in a lump sum, \$3258.50 per Summer I or Summer II session, plus 1% of salary per session in a lump sum.

2008-2009:

\$6582.00 per Fall or Spring semester, plus 1% of salary per semester in a lump sum, \$3291.00 per Summer I or Summer II session, plus 1% of salary per session in a lump sum.

Salaries and average hours worked for 3/4, 2/3, and 1/2 fractional appointments will scale accordingly, rounded up to the nearest quarter/quarter hour. Lump sums will be calculated based upon the Employee's gross salary, and paid in the first paycheck of each semester/session.

Article 10: Benefits

Health insurance shall duplicate the coverage offered to graduate employees at Michigan State University (MSU) in the 2005-2008 Agreement between MSU and the Graduate Employees Union, Local 6196 AFT-Michigan/AFT.

The Employer shall contribute towards the premium cost of health insurance \$750 in 2007-2008 and \$800 in 2008-2009. If the total cost of the health insurance premium for one individual exceeds \$1750 in 2007-2008 or \$1855 in 2008-2009, or if it is not possible to duplicate the coverage offered to graduate employees at MSU, the Union may exercise the option to reopen negotiation as to the content and Employee cost of the plan offered. Premium payments to be made by the Employee shall be deducted in pro-rata amounts from each paycheck.

An Employee who has been insured during the academic year and has paid his/her portion of the premiums (if any) shall be covered until the end of the insured year.

Article 11: Tuition Waiver

1. Tuition remission is granted during semesters/sessions falling within the employment period specified in the Employee's letter of appointment. The amount of tuition remission granted shall be pro rated for fractional appointments. Any tuition owed by an Employee may be paid via the University's deferred payment plan. The set-up fee for the deferred payment plan will be refunded after the first payment is received. There is no interest charged when payments are made according to the payment plan.
2. All Doctoral Associates and Doctoral Graduate Assistants shall be granted a minimum of 9 credits of tuition remission during each of Fall/Spring semesters, and a minimum of 3 credits of tuition remission during each of Summer I/Summer II sessions.
3. All Graduate Assistants shall be granted a minimum of 5 credits of tuition remission during each of Fall/Spring semesters, and a minimum of 3 credits of tuition remission during each of Summer I/Summer II sessions.

Article 12: Leave Time

1. Medical Leave

An Employee shall be eligible for up to five (5) days of medical leave pay in a semester/session beginning the first day of the initial employment period. The Employee must take medical leave when unable to meet employment obligations (e.g., lectures, recitations, labs, office hours, staff meetings, etc.) because of personal illness, injury, or other disabling medical condition, or when the Employee's physical presence is needed for direct participation in the care of the Employee's ill, injured or disabled spouse, child (including step-child), mother, or father. The Employer may request documentation of such need, and the Employee shall provide documentation when requested.

Nothing in this Article shall be construed so as to limit an Employee's rights under the Family Medical Leave Act.

2. Jury Duty/Court Testimony

In the event an Employee is unable to meet employment obligations (e.g., lectures, recitations, labs, office hours, staff meetings, etc.), because he/she is summoned and reports for jury duty or is subpoenaed for court testimony in a legal action to which he/she is not a party, the Employee shall be granted paid time off. An Employee who uses leave to serve jury duty will remit to the Employer his/her jury duty pay, if any. When summoned or subpoenaed for jury duty or testimony, the Employee shall provide the immediate supervisor (or department or unit designee) with written verification (i.e., copy of summons or subpoena) of the times and dates of the required service.

3. Immigration Proceedings

In the event an Employee is unable to meet employment obligations (e.g., lectures, recitations, labs, office hours, staff meetings, etc.) because he/she is compelled during working hours to participate in immigration proceedings for him/herself or for the Employee's spouse or child (including step-child), such absence shall be with compensation for up to two (2) days of absence. If compelled to participate in immigration proceedings during working hours, the Employee shall provide the immediate supervisor (or department or unit designee) with written verification from the involved governmental agency including times and dates relevant to the absence.

4. Bereavement Leave

An Employee will be granted up to five (5) consecutive university working days off with pay to attend the funeral, memorial, or other similar service or gathering, and/or to make arrangements necessitated by the death of a family member. In this case, family member will be defined as spouse, parent (or other person standing *in loco-parentis* to Employee), child (including step-child), grandparent, sibling, or the Employee's spouse's parent, grandparent, or sibling.

5. Designee in Lieu of Spouse

An Employee may, in lieu of and other than a spouse, designate one person for whom the Employee may exercise the benefits of items 1, 3, and 4 of this article.

6. Replacement Coverage

In the event an Employee is unable to meet employment obligations for reasons covered under this Article, the Employee will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the Employer. In addition, an Employee will make reasonable efforts to assist in arrangements for another to meet his or her employment obligations. It is the responsibility of the Employer to find a temporary replacement.

In no case will the Employee be required to pay for the replacement work or coverage.

Article 13: Standard Performance Requirements

In the performance of their duties, all Employees will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory, employing unit and the University.

1. Employee Responsibilities

- a. Employees are responsible for following University policies and procedures regarding instruction.
- b. Employees are responsible for carrying out their duties under the direction, and according

to the requirements, of assigned faculty of record or supervisors.

- c. Employees shall be responsible, under faculty of record or supervisor direction, for maintaining the integrity of scholarship, grades and professional standards in instruction.
- d. Employees who are assigned responsibility for determining course/laboratory content will ensure that such content is consistent with course descriptions approved through the University Curriculum Review Process.
- e. Where applicable, Employees are responsible for clearly stating course objectives, methods of determining final course grades and any special attendance requirements that differ from the unit's attendance requirements at the beginning of the semester/session, and for specifying the above in course syllabi.
- f. Assignments and examinations are expected to be returned to students with reasonable promptness. Final exams and grading records shall be retained for at least one semester to permit review by students.
- g. Employees are expected to meet their classes at the regularly scheduled times. In the event of illness or injury, Employees will, when possible, notify the supervising faculty or employing unit in advance if they are to be absent. In other cases, absences from class must be approved in advance by the employing unit. Employees are encouraged to assist the employing unit in finding appropriate coverage for the missed classes.
- h. Employees are expected to schedule and keep a reasonable number of office hours, in accordance with established University or departmental policy, and to make appointments available for individual student or small group conferences as needed. These times should be convenient for both students and Employees. Employees shall make reasonable efforts to respond to work-related e-mail communications.
- i. Grades shall be assigned based on the methods described in the course syllabus and turned in to meet employing unit deadlines. When there are multiple Instructors of Record, there will be reasonable attempts to consult on final grades prior to submission of such grades.
- j. Student ratings of instruction (course evaluations) shall be conducted in each class taught by Employees in accordance with established University or department procedures. Copies of his/her student ratings will be provided to each Employee, and summaries of student ratings shall be placed in the Employee's personnel record for use by the employing unit and the University in evaluating the Employee.

2. Unit Policies

- a. Each employing unit shall provide to the Union or an Employee in the unit, upon request, a copy of its policies at no cost.

- b. Each employing unit shall communicate to its Employees any new policies or changes in policy, the standards of Employee conduct, and the penalties, if any, for violating such policies.
- c. Departments will make available to Employees information directly relevant to the courses which Employees are teaching, which at the minimum includes course catalog information, departmental syllabi, approved textbook information, exam protocols, and relevant procedures for proposing adjustment to any set course policies.
- d. Departments are encouraged to evaluate the performance of Employees annually.

Article 14: Employee Rights

1. **Library Access:** Employees will receive the following privileges at the University Libraries when they identify their status as Employees before checkout: the borrowing period for an Employee is one semester; Employees may borrow up to 50 items, and are exempt from ordinary overdue fines. The exemption from ordinary overdue fines does not include fines for overdue recalled items and replacement charges for lost items. Details are available at the library circulation desk.
2. **Mailboxes:** Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive University business correspondence and U.S. Mail. At least one (1) receptacle shall be available for every five (5) employees.
3. Departments will make arrangements for Employees to obtain texts when provided free of charge by the publisher. Any instructional materials required by the department chair or designee for a course being taught by the Employee and required of students taking the course will be provided or made available at no cost to the Employee.
4. Employees will be accorded the use of University facilities (e.g., student offices, research facilities, etc.) authorized by the director of the facilities on the same basis as faculty. This provision does not apply to the West Hills Athletic Club.
5. An Employee's department or unit shall make arrangements for the Employee's access to his or her office, and to the building containing that office, consistent with arrangements made for the instructional or research or similarly situated professional staff of that department or unit.
6. Supplies, duplicating, collating and other office machinery (including but not limited to photocopiers, computers and computer printers) shall be available without charge to an Employee at least to the extent required by his/her employment obligations, as determined by the employing unit.
7. Prior to making any changes in final grades, the chair or designee shall make reasonable attempts to consult with the Employee.

8. Parking: Employees will be provided with the choice of either a hang-tag parking pass, or a parking sticker valid for parking in university employee parking lots at no cost. Each pass or sticker will be valid for the period of the Employees' current appointment.
9. Employees will receive a 10% discount on books for their classes and supplies purchased at the University bookstore (excluding class rings and sale items) in the term which they hold an appointment. To receive this discount, Employees must identify their status as Employees at the service desk before purchases are made.
10. Employees will be accorded priority in securing University housing in residence halls or family housing apartments (if deadlines are observed and vacancies permit).

Article 15: Job Security

1. Period of Employment

- a. An Employee's employment terminates at the end of the period specified in the Employee's letter of appointment or when the Employee fails to meet the requirement of being a full-time graduate student in good standing in a graduate degree program.

2. General Disciplinary Provisions

- a. The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against Employees for just cause.
- b. Discipline and/or discharge may result from unsatisfactory employment performance (subject to the procedure described below) or for Employee misconduct. Either may result from an accumulation of lesser infractions or from a single serious infraction.
- c. Whenever possible, the Employer shall give the Employee advance notice of its intent to hold an investigatory interview. An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the Employee, and if the Employee requests one.
- d. If any disciplinary action is taken against an Employee, the Employee will receive a written notice of such action. A copy of the notice will also be provided to the Union.

3. Procedure for Unsatisfactory Performance

- a. In cases of unsatisfactory employment performance, the matter will be discussed with the Employee prior to any action being taken. A written summary of such a discussion will be available at the written request of the Employee provided the Employee's request is received within forty-eight (48) hours of the discussion; whenever the Employee requests such a summary, a copy of the document will also be provided to the Union.

- b. If the Employer determines that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction.
- c. When appropriate, employment duties may be reduced and employment fraction and pay may be reduced correspondingly, or employment may be terminated.

4. Appeals

- a. Grievances regarding suspension, discharge, or reduction in fraction of employment and pay may be submitted beginning at Step Three of the Grievance and Arbitration Procedures, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of the termination, suspension, or reduction. Grievances regarding other forms of discipline may be submitted beginning at Step Two of the Grievance and Arbitration Procedures, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of disciplinary action.
- b. In the event of an arbitration, if the Arbitrator does not find for the Employer, the Arbitrator may make only a finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the Employee would have earned from the date of termination to the end of the term of employment, plus interest.

Article 16: Grievance and Arbitration Procedures

1. Definition and Representation

A grievance is a written complaint and request for remedy involving an alleged violation of a specific provision(s) of the Agreement and filed using the procedure outlined below. The primary purpose of this procedure is to secure, at the lowest level possible, equitable resolution of the grievance.

2. Group Grievances

When more than one Employee has a grievance involving common facts and provisions of the Agreement, at least one designated member of the group shall process the grievance on behalf of all similarly-situated Employees. The Employee processing the grievance will clearly specify it is a "Group Grievance."

a. Intra-departmental

If the aggrieved Employees in the group are within the same department or unit, the Grievance shall be filed at Step One of the Grievance Procedure if all aggrieved Employees have the same immediate supervisor, and shall be filed at Step Two of the Grievance Procedure otherwise (see Section 4c below).

b. Multi-departmental

If the aggrieved Employees in the group are from more than one department or unit, the grievance shall be filed at Step Three of the Grievance Procedure (see Section 4d below).

Where one or more extant grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice, pending the disposition of an appeal to Step Three or arbitration of a representative case.

3. Procedure for Disputes over Employee Classification

In the event that the Union believes an employee has not been properly classified, and the employee's classification would be determinative of whether the employee is a member of the bargaining unit, the Union may request the convening of a special conference (as per Article 17) to discuss this matter. Should the special conference fail to resolve the matter, a grievance may be initiated at Step Three of the grievance procedure.

4. Grievance Procedure

a. General Provisions

The following procedure shall be the sole and exclusive means for resolving grievances.

b. Step One

An Employee or a designated member(s) of a group of Employees having a grievance may take the matter up informally with the immediate supervisor within thirty (30) calendar days from the date the grievant(s) first became aware, or reasonably should have been aware, of the facts giving rise to the grievance. At the Employee's option, a fellow union member or union representative may be present at the Step One meeting. The Employee will notify the immediate supervisor that the meeting is a Step One informal discussion, and both parties will note the date to ensure any subsequent formal grievance is filed in a timely fashion. If the informal discussion does not lead to a resolution of the grievance, a formal grievance may be filed at Step Two.

c. Step Two

If the matter is not resolved at Step One, a formal grievance shall be submitted in writing to the Department Chairperson (or equivalent level of supervisor or designee) within thirty (30) calendar days of the Step One meeting. The formal written grievance shall be signed and dated by the aggrieved Employee and a Union representative, and shall set forth the relevant facts, including dates, involved individuals, the specific Articles/Sections of the Agreement which have allegedly been violated, and the desired remedy.

Within fourteen (14) calendar days of receipt of the grievance, the Department Chairperson (or equivalent level of supervisor or designee) shall conduct a meeting

between the aggrieved Employee(s) and the relevant supervisor(s) at a mutually agreeable time and place. The Department Chairperson shall provide the Union grievance committee chairperson with a written answer to the grievance within fourteen (14) calendar days of the meeting.

- i. If the Department Chairperson fails to schedule a meeting within fourteen (14) calendar days of receipt of the grievance, or to respond in writing to the grievance within fourteen (14) calendar days of the meeting, the grievance will be considered resolved pursuant to the Step One answer unless the grievant advances the grievance to Step Three in a timely fashion.

d. Step Three

If the matter is still unresolved, the grievance may be appealed by the Union to the Employer's designee within thirty (30) calendar days of the Step Two answer. Within fourteen (14) calendar days of the appeal, the Employer's designee shall conduct a meeting with the Union's representatives and the grievant(s) for discussion of the grievance at a mutually agreeable time and place. Additional representatives of the parties may participate by mutual agreement. A written answer shall be given by the Employer's designee to the Union grievance committee chairperson within fourteen (14) calendar days of the meeting.

- i. If the Employer's designee fails to schedule a meeting within fourteen (14) calendar days of receipt of the grievance, or to respond in writing to the grievance within fourteen (14) calendar days of the meeting, the grievance will be considered resolved according to the Employer's last preceding written answer unless the Union advances the grievance to Arbitration in a timely fashion.

e. Impartial Arbitration

A grievance, as defined in Section 1, which is not resolved at Step Three of the grievance procedure may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the Employer's designee within thirty (30) calendar days following receipt by the Union of the Step Three answer (or, as per the time limits set forth in Section 4d.i). Such notice shall identify the grievance, and shall set forth the provisions of the Agreement involved and the remedy desired.

- i. Following written notice to the Employer's designee, an arbitrator shall be selected from the rotating panel of arbitrators set forth in Section 4f below. If arbitrator at the head of the queue is unable to schedule a hearing date within 120 days of the request for his/her services, the next arbitrator will be contacted, and so on until an arbitrator who can schedule the hearing within 120 days is identified.
- ii. Either the Employer or the Union or both shall notify the Arbitrator of his/her selection, and upon acceptance by the Arbitrator, shall forward to the Arbitrator a copy of the grievance chain, the Union's notice of intent to arbitrate and a copy of the

Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the Employer or the Union, as the case may be. If the Arbitrator does not accept selection, the next Arbitrator on the panel will be contacted.

- iii. The Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision. The hearing will be held in Kalamazoo, Michigan, unless the parties mutually agree to a different location.
- iv. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
- v. Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator, with the Employer and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the cost of the Arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
- vi. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
- vii. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section 1 submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.
- viii. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify this Agreement. The Arbitrator shall also not have the authority to order that a discharged Employee be reinstated or offered a new appointment, but rather any monetary remedy for wrongful discharge will be limited to the remaining unpaid portion of the Employee's appointment.
- ix. The fees and expenses of the Arbitrator shall be paid by the party not prevailing. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative.
- x. The Arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing or the deadline for the submission of briefs, whichever is later.
- xi. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.

The provisions of this section do not prohibit the Employer and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

f. Panel of Arbitrators:
Deborah Brodsky, Mark Glazer, Ruth Kahn, Maurice Kelman, Theodore St. Antoine,
Donald Sugerman

5. Time Limits

The specified time limits at each step of the procedure may be extended by mutual written agreement of the parties involved at that step.

a. An advance "in a timely fashion" will be any advance occurring within thirty (30) calendar days of receipt of an answer, or within thirty (30) calendar days of the latest date at which an answer was to be expected.

6. A grievance initially filed at Step Two or Step Three must be in writing and must be filed within thirty (30) calendar days from the date the grievant(s) first became aware, or reasonably should have been aware of the facts giving rise to the grievance. A written grievance filed at Step Three must also be signed and dated by the aggrieved Employee and a Union representative, and shall set forth the relevant facts, including dates, involved individuals, the specific Articles/Sections of the Agreement which have allegedly been violated, and the desired remedy.

7. Any grievance not appealed within the specified time limits shall be considered settled on the basis of the Employer's last preceding answer and not subject to further review. This will not prejudice the position of either party with respect to a subsequent grievance involving the same issue.

8. An actual verified receipt, time-stamped email, or postmark will be regarded by the parties as evidence of delivery and receipt for the purposes of determining whether time limits have been met.

Article 17: Special Conferences

Special conferences on issues of mutual interest to Employees and the Employer may be arranged between representatives of the Union and of the Employer. The agenda and scheduling of the special conference will be determined by mutual agreement of the representatives of the Union and of the Employer.

Article 18: Class Size

1. Class-size capacities for all courses in a department are determined in accordance with the faculty collective bargaining agreement.
2. When scheduling Employees' course sections, departments will set class sizes in the same manner as for faculty.
3. Departments will make known to Employees departmental procedures for adding additional students to class rosters.

4. The special conference procedure (as set forth in Article 17) shall be made available to discuss Employee concerns regarding class size.

Article 19: Curriculum

1. The curriculum and the educational programs of Western Michigan University are established through the University Curriculum Review Process (UCRP).
2. Departmental curriculum committees and associated policy-making bodies are encouraged to solicit and consider Employees' input when re-organizing or reviewing courses taught by Employees.
3. Employees are encouraged to submit written comments and recommendations to departmental curriculum committees and associated policy-making bodies for their consideration.
4. Nothing herein precludes oral dialogue on class-specific or overall curriculum.

Article 20: Training and Professional Development

1. The Employer is responsible for establishing orientation and in-service training programs for all Employees. Such programs shall, at a minimum, provide training in the teaching of subject matter, an introduction to course goals, grading criteria and practices, and classroom procedures. Employees shall, as part of their regular duties, participate in such programs.
2. While such programs are important for all Employees, attendance will not be required for any Employee who is determined by the employing unit already to have the skills and experience equivalent to those provided in the program.
3. Employing units shall consider Employee input and participation in developing training programs. Employing units will consider Employee requests for additional training.
4. To gain feedback and increase Employees' effectiveness, employing units will be encouraged to provide avenues for professional development. Such avenues may include mentorship in pedagogy and class observation by faculty and/or peers.
5. If required training occurs during the defined work period of an Employee's employment, then time spent in training will be included as part of the hourly total in the Employee's workload. If required training occurs before the defined work period of an Employee's employment, the Employee will be compensated in salary at the hourly equivalent of the Employee's rate. Given a timely request by the Employee, the Employer will provide housing, if available, at the customary rates, to be paid by the Employer for Employees who attend training prior to the first day of the defined work period of an Employee's employment.

6. Employees will not be required to pay for mandatory training sessions.
7. Upon request, the Employer agrees to meet with representatives of the Union, under the auspices of Article 17, to receive input, comments and suggestions relating to the need for specific training programs, the content of programs offered or programs to be considered for development. In such meetings the Employer agrees to arrange for participation of members of the University community with appropriate expertise.

Article 21: Scope of the Agreement

1. This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall supercede and cancel all previous agreements, between the Employer, the Union or Employees. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Union.
2. No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms and conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the Employer and the Union.
3. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No provision of this Agreement, nor the right of either the Employer or the Union under the terms of the Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between Employer and the Union. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.
4. Any agreement reached between the Employer and the Union is binding upon all Employees in the bargaining unit, the Employer and the Union, and may not be changed by any individual or group of Employees, or unilaterally by the Employer or the Union.
5. Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Article 22: Date of Effect/Term of Agreement

All provisions of the Agreement take effect upon ratification, except for those of Articles 9, 10, and 11, which take effect on the dates specified therein, or at the beginning of the Fall 2007 term, whichever is earlier.

This Agreement will terminate August 18, 2009, or following the end of Summer II session 2009. It may extend beyond August 18, 2009 upon written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by October 31, 2008. Following such notice, negotiations will begin by November 13, 2008, unless mutually agreed otherwise, with the intention of reaching a successor Agreement prior to April 1, 2009.