

# AGREEMENT

The Regents of the  
University of Michigan

&

University of Michigan  
Lecturers' Employee Organization

September 19, 2021—April 20, 2024



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## PREAMBLE

### **Section A.**

This Agreement is entered into on this day, September 19, 2021, by the Regents of The University of Michigan, hereinafter referred to as “the Employer,” and the Lecturers’ Employee Organization, American Federation of Teachers Michigan/ AFT Local 6244, AFL-CIO, hereinafter referred to as “the Union,” for the period beginning September 19, 2021 and ending April 20, 2024.

### **Section B.**

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

### **Section C.**

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

ARTICLE I  
RECOGNITION

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

**Included:**

All non-tenure-track instructional staff.

**Excluded:**

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

ARTICLE II  
NON-DISCRIMINATION

**Section A.**

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

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

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

**Section B.**

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

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

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



## ARTICLE II: NON-DISCRIMINATION

### **Section C.**

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

### **Section D.**

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

ARTICLE III  
NO STRIKE

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

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

**ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES AND NEW HIRE REPORTING**

**ARTICLE IV  
AUTHORIZATION FOR PAYROLL DEDUCTION OF  
UNION DUES AND NEW HIRE REPORTING**

**Section A. Union Dues Payroll Deductions**

1. The Employer shall deduct authorized amounts for current union dues from the monthly pay of each Employee who authorizes such a deduction by filling out an Authorization for Payroll Deduction of Union Dues card prepared by the Union and that uses language acceptable to the Employer. In the case of Employees holding multiple, simultaneous appointments, at least one of which is not covered by the terms of this Agreement, dues deductions will be based only on the portion of the Employee's pay attributable to positions covered by this Agreement.
2. Employees will deliver Authorization for Payroll Deduction of Union Dues cards to the Union.
3. The Union will notify the Employer that a deduction has been authorized. These notifications will be accomplished via delivery of the Authorization for Payroll Deduction of Union Dues cards along with the following information, to the University payroll office on a mutually agreed-upon date each month in a mutually agreed-upon electronic format: Employee name, and Employee eight (8) digit identification number.
4. Unless revoked in writing by Employees as described in Section A.5., dues deduction authorizations shall remain in effect whenever an Employee is employed in a position subject to the terms of this Agreement.
5. An Employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the University Payroll Office on the Deduction Authorization or Cancellation Form. The University will make reasonable efforts to process cancellation forms in a timely manner.

**ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION  
DUES AND NEW HIRE REPORTING**

Payroll deductions shall terminate when a cancellation form has been received by the University Payroll Office at least thirty (30) calendar days prior to the monthly payroll. Cancellation forms received less than thirty (30) calendar days prior to the monthly payroll will be effective no later than the monthly payroll of the following month.

The University shall forward a copy of the cancellation form to the Union within fourteen (14) working days of receipt. If the Employee submits the cancellation form to the Union, the Union shall forward the form to the University Payroll Office as soon as possible for processing.

**Section B. Compliance**

1. Employer Appointment Letter:

- a. First-Time Lecturer Appointments – Appointing units will offer employment to prospective Employees covered by the UM/LEO Agreement via an appointment letter that includes the following statement:

“The appointment being offered to you in this letter is subject to the terms and conditions of a collective bargaining agreement between The University of Michigan (the “Employer”) and the Lecturers’ Employee Organization, AFT Michigan Local 6244, AFL-CIO (the “Union”). Any questions on union membership should be directed to LEO at [office@leounion.org](mailto:office@leounion.org).”

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

**ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES AND NEW HIRE REPORTING**

“Your continued employment as a Lecturer is subject to the terms and conditions of a collective bargaining agreement between The University of Michigan (the “Employer”) and the Lecturers’ Employee Organization, AFT Michigan Local 6244, AFL-CIO (the “Union”). Any questions on union membership should be directed to LEO at [office@leounion.org](mailto:office@leounion.org).”

**2. New Hire Reporting**

**a. Academic Unit New Hire Reporting:**

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

**b. System-Originated New-Hire Reporting:**

On the third day of each month, the Employer will deliver an electronic listing of newly-appointed Employees whose appointment information has been added to the University database during the previous calendar month.

On Monday of each week in the months of January, May, July, and September, the Employer will deliver an electronic listing of newly-appointed Employees whose appointment

**ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION  
DUES AND NEW HIRE REPORTING**

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

3. Deduction of union dues made pursuant to this Article will begin no sooner than the first regular paycheck received by the Employee following timely notice by the Union to the Employer (as described in Section A.3. above). No retroactive deductions will be made.
4. At the request of either party, the Employer and the Union will meet to review and revise the implementation of this Article; such review and revision may include negotiated changes to this Article.

**Section C. Notification of Amount of Union Dues**

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

**Section D. Remittance to the Union**

All union dues deducted by the Employer shall be remitted to the Union each month by the fifth (5th) business day of the month following the month in which the deductions were made, together with a list of names, and the amount deducted for each Employee for whom a deduction was made. This list will be provided in a mutually agreed-upon format. The Union shall provide the Employer with a Union Dues Discrepancy Report listing under-

**ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES AND NEW HIRE REPORTING**

deductions within fourteen (14) days following the receipt of the sums and list described above. The Employer will make appropriate adjustments, correcting for under- and over-deductions to union dues payroll deductions on the following payday.

**Section E. Compliance with Article III**

The rights, responsibilities, and obligations set forth in this Article are specifically conditioned upon the Union's compliance with Article III, No Strike. If the Union fails to perform any of its obligations as required by Article III, the Employer shall inform the Union of its failure in writing. Effective immediately upon such notice, Article IV Authorization for Payroll Deduction of Union Dues and New Hire Reporting shall become null and void.

**Section F. Indemnification**

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Employee. In addition, the Union shall indemnify and save and hold the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article. The Union specifically agrees to indemnify and hold the University harmless for any liability arising under MCL 423.210, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10).

ARTICLE V  
UNION RIGHTS

**Section A.**

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

**Section B.**

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

**Section C.**

The University will provide a room (capacity 6-8), free of charge, on the Flint and Dearborn campuses for the use of the Union to meet with their members once per month. The Union will provide the University with proposed dates no later than June 1 for the following academic year. If space is unavailable on the requested dates, the University will identify alternative dates.

**Section D.**

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



**ARTICLE V: UNION RIGHTS**

will be on the Flint campus and five (5) spaces will be on the Dearborn campus.

3. The Employer shall provide a working and reasonably visible Internet link to this Agreement on the University's website.

**Section E.**

Forty-five (45) days prior to the start of each academic year, the University will provide the Union with the names and contact information of persons responsible for scheduling each academic unit's first new Employee orientation. The Union will make arrangements with the contact person to schedule time at the orientation. The contact person will provide the Union with a one-hour time slot during the orientation. Notification of the orientation will include written notice of the Union's presentation.

The purpose of this time is to inform Employees about the Union's function, to explain union dues, to recruit departmental stewards and to discuss current bargaining status or any other Union business.

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

**Section F.**

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

**Section G.**

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

**Section H.**

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

**Section I.**

Union representatives may distribute Union material to Employee mailboxes.

**Section J.**

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

ARTICLE VI  
UNION-EMPLOYER CONFERENCES

**Section A.**

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

**Section B.**

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

**Section C.**

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

It is understood that any matter discussed, or action taken pursuant to such meetings or special conferences, shall in no way establish any obligation to negotiate over any item discussed or that is the subject of any action taken under this Section. Further, no such matter or action shall alter any of the provisions of this Agreement, or the rights of either the Employer or the Union under the terms of the Agreement unless by written agreement signed by both parties.

ARTICLE VII: SCHEDULING AND REDUCTION IN APPOINTMENT FOR  
UNION REPRESENTATIVES

ARTICLE VII  
SCHEDULING AND REDUCTION IN APPOINTMENT  
FOR UNION REPRESENTATIVES

**Section A.**

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

**Section B.**

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

If a one-course per term reduction in appointment or its equivalent is requested and granted, and if the Employee was benefits eligible prior to the requested reduction, the Employer agrees to maintain the Employee's benefits eligibility during the period of reduction based on the specifics of the Employee's appointment. Benefits will be maintained at the same level as the Employee's previous percentage of effort, i.e. either as fulltime (75% or more) or eligible part-time (50-74.9%) in accordance with Article XVIII.B. The purpose of this paragraph is to maintain benefits for an Employee who was otherwise benefits eligible, but not to provide benefits for an Employee who was not otherwise benefits eligible.

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

The academic unit shall not unreasonably deny permission for an unpaid reduction in appointment, provided the Employee has requested the reduction by November 1st for a winter semester reduction and March 15th for a fall semester reduction. No

**ARTICLE VII: SCHEDULING AND REDUCTION IN APPOINTMENT FOR UNION REPRESENTATIVES**

course reductions can occur during the spring, summer, or spring-summer terms.

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

ARTICLE VIII  
MANAGEMENT RIGHTS

**Section A.**

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

**Section B.**

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

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

**ARTICLE VIII: MANAGEMENT RIGHTS**

what work will be assigned to which classification(s) of Employee(s);

7. Hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off Employees;
8. Establish and require Employees to observe University rules and regulations and reasonable standards of conduct;
9. Maintain order and discipline or terminate Employees.

**Section C.**

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

ARTICLE IX  
INFORMATION

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

**Section A. Recurring Reports**

Each month, the Employer will provide to the Union, at no cost to the Union, a report of all current Employee appointments on the day the report is prepared. The report shall include the following data elements in a mutually agreed-upon format: Employee last name, Employee first name, UMID number, appointment FTE, actual compensation rate, appointment classification code and name, appointing department name and code, appointing school/college/division, date of hire, appointment begin date, appointment end date, Employee UM phone, Employee UM office address, Employee home address, and Employee home phone number.

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

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

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

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



## ARTICLE IX: INFORMATION

Employees, will include the race, gender, citizenship status, date of birth and appointing campus for all Employees.

1. The University Payroll Office will additionally provide information concerning dues and fees deductions to the Union as specified in Article IV, Authorization for Payroll Deduction of Union Dues and New Hire Reporting.

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

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

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

### **Section B. Salary Analysis**

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

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

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

ARTICLE X  
GRIEVANCE AND ARBITRATION PROCEDURE

**Section A. Definition of a Grievance**

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

1. Those between the Employer and any Employee concerning their employment and the interpretation or application of this Agreement. When more than one Employee has a grievance involving common fact(s) and provision(s), the Union shall process the grievance on behalf of named and all similarly situated Employees. If the Employees in this group are from more than one academic unit, the grievance shall be filed by the Union at Step Three of the procedure outlined below.
2. Those between the Employer and the Union concerning the interpretation or application of this Agreement on a question which is not an Employee grievance. Such grievances shall be filed at Step Three of the procedure outlined below.
3. A disagreement arising under and during the term of this Agreement that proceeds under Article XIX.G., “Alternate Appeal Process for Unsuccessful Remediation Reviews” shall not constitute a grievance, and the grievance and arbitration provisions set forth in this Article are not available to resolve such a disagreement.
4. If, under Article XIX.G., the Provost upholds the decision of the academic unit for non-reappointment, the Union may grieve the decision solely and exclusively on the grounds of an alleged procedural violation of Article XIX.G. If such a grievance is

filed, and the matter proceeds to arbitration, the authority of the arbitrator shall be limited to ordering the Provost to redo the process set forth in Article XIX.G.

**Section B. Grievance Procedure Rules**

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

However, this shall not prejudice the position of the same or other Employees with respect to any other separate grievance involving the same issue

at that academic unit, or in any other academic unit of the University.

**Section C. Grievance Procedure**

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

1. Step One:

Initial discussions: An Employee or group of Employees who believe the Agreement may have been violated may discuss the issue with a supervisor in an effort to resolve the issue. Such discussion should take place as soon as practicable following reasonable knowledge of the facts giving rise to the grievance. Discussions between Employees and supervisors relating to matters of contract interpretation are encouraged but do not necessarily constitute a Step One grievance discussion. Any resolution is acceptable as long as it does not violate the provisions of this Agreement. Resolutions reached at this step shall not establish a precedent for the future interpretation or application of this Agreement

2. Step Two:

If the matter is not resolved at Step One, the grievance may be submitted in writing to the Academic Unit Chair, Director, or equivalent, and the immediate supervisor, if any, provided that the written grievance is submitted within sixty (60) days following

reasonable knowledge of the facts giving rise to the grievance. The grievance shall be dated and signed by the Employee or the Union representative and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired. Within fourteen (14) days of submission of the written grievance, the Department Chair and supervisor, if any, shall meet at a mutually convenient time and place with the Employee and the Union representative(s), if any, in an attempt to resolve the grievance. The grievance answer will be sent to the parties, in writing, within fourteen (14) days of the meeting.

3. Step Three:

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

4. Expedited Processes:

a. Expedited Process 1:

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

- i. A grievance that alleges discrimination, harassment or sexual harassment may be initiated at Step Three provided it is submitted

in writing within ninety (90) days following reasonable knowledge of the facts giving rise to the complaint.

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

b. Expedited Process 2

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

Grievances involving non-reappointment following an unsuccessful major review, full layoff of an Employee with presumption of renewal or partial layoff of an Employee resulting in a loss of eligibility for University contributions to health insurance may, at the option of the Union, be processed in accordance with the following provisions or may begin at Step Two of the grievance procedure, as outlined in Section C.2. above. In such

instances, if the grievance is not resolved at Step Two, the Union may appeal the grievance to Step Three in writing within fourteen (14) days of receiving the Step Two response, and the matter will proceed in accordance with paragraphs ii. and iii. below.

- i. The grievance must be submitted by the Union at Step Three within forty (40) days of the date of written notice of dismissal under Article XX., non-reappointment following an unsuccessful major review, full layoff of an Employee with presumption of renewal, or partial layoff of an Employee resulting in a loss of eligibility for University contributions to health insurance, and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired.
- ii. The designee(s) of the Provost and Dean will hold a Step Three meeting within fourteen (14) days of submission. The meeting may include relevant witnesses as determined by each party.

The Step Three written answer shall be sent by the Provost's and Dean's designee(s) within fourteen (14) days following this meeting.

- iii. If the Union is not satisfied with the written answer at Step Three, the Union may choose to proceed to arbitration and shall so inform the Employer in writing within fourteen (14) days of receipt of the Step Three answer.



**Section D. Arbitration**

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

**Section E. Selection of the Arbitrator**

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

**Section F. Provisions for Arbitration**

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

1. Either the Employer or the Union, or both, shall notify the arbitrator of selection and upon acceptance shall forward to the arbitrator a copy of the grievance, the Employer's response at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A

## ARTICLE X: GRIEVANCE AND ARBITRATION PROCEDURE

copy of this communication, except a copy of the Agreement, shall be sent to either the Employer or the Union, as the case may be. If the arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.

2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held on the relevant campus (Ann Arbor, Flint, or Dearborn) unless otherwise agreed by both the Union and the Employer. Grievances that are University-wide in nature will ordinarily be heard in Ann Arbor.
3. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
4. Upon request of either the Employer or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator. The Employer and the Union shall have an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
5. At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests this opportunity.
6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A., submitted to them consistent with this Agreement, and considered by them in accordance with this Agreement.

**ARTICLE X: GRIEVANCE AND ARBITRATION PROCEDURE**

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

ARTICLE XI  
APPOINTMENTS, MAJOR REVIEW, AND RENEWAL

**Section A. General Conditions**

1. All appointments to unit titles are non-tenure-track.
2. There are nine (9) titles to be used under this Agreement:
  - a. Lecturer I
  - b. Lecturer II
  - c. Lecturer III
  - d. Lecturer IV
  - e. Adjunct Series
    - i. adjunct professor
    - ii. adjunct associate professor
    - iii. adjunct assistant professor
    - iv. adjunct lecturer
  - f. Intermittent Lecturer
3. The title of the Employee shall be determined by the academic unit in accordance with Section B. below.
4. Lecturer IIs and Lecturer IVs as defined below have “presumption of renewal,” which is defined as the expectation of recurring work provided that there is instructional need and budgetary support within the academic unit and that the Employee’s performance meets the standards established by the academic unit, consistent with Article XIX., Performance Evaluation. Except as otherwise provided in Article XII. B.4., B.5, and E.4., Employees with presumption of renewal will be laid off only after Employees without presumption of renewal and will be recalled from layoff status before Employees without presumption of renewal.

5. The appointment effort initially offered for the first year of any multi-year appointment will establish the percentage of effort anticipated for the entire appointment period and be based on previous patterns of appointment. When the actual appointment exceeds the initial appointment for a period of four (4) semesters within the appointment period or four (4) consecutive semesters, the parties will meet in special conference, at the request of the Employee, to determine whether a revised appointment letter is needed. In the event of a reduction in effort between appointments, the relevant provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, will apply. In the event of an additional assignment which is subsequently cancelled after the late cancellation deadlines provided in Article XII.B.5., C.2., C.3., and C.4., the Employee will not be placed on layoff status, but will receive the appropriate compensation provided in Article XII.D.
6. No Employee who held the Lecturer III or IV title as of June 30, 2018 shall be reclassified solely as a result of the definitions in Section B. below.
7. The Employer shall not engage in activities or establish practices and/or programs for the purpose of denying access to reappointment, major review, or presumption of renewal.
8. If an academic unit posts a Lecturer III position in accordance with Article XXVII., Posting, Hiring, and Notification, the academic unit will notify all Employees in the academic unit (including those on layoff) of the posting. Any qualified Employee shall be considered for the position, should they apply, just

like any other applicant. If an Employee meets all of the minimum qualifications for a position, the Employee will receive an interview. If an Employee in the academic unit applies for the Lecturer III position and is not selected, the academic unit will, upon request from the Employee, provide a written explanation why the application was unsuccessful.<sup>1</sup>

9. Breaks in service due to layoff (Article XII., Layoff, Reduction in Appointment Effort, and Recall) or leaves of absence (Article XXXI., Leaves of Absence Without Pay) will not be regarded as an interruption in continuous service as used in this Article. Except as specified in B.1.h. below, time spent on full lay-off or leave of absence shall not count towards the semesters necessary for an interim review, major reviews, or continuing reviews. At the agreement of both parties, Employees may be reviewed while on full lay-off status or while on a leave of absence as specified in Article XXXI., Leaves of Absence Without Pay. For specific provisions regarding the effect of an initial winter hire, layoff, or leave of absence on time towards major review, see B.1.h. below.
  
10. In certain academic units where spring and/or summer teaching form part of the regular curriculum, spring and/or summer teaching for a full four-month period shall count as semesters towards reviews. Regular spring or summer semester employment can take the place of a fall or winter semester as outlined in B.1.h.iii. below. A maximum of two semesters may be accrued toward review in any given academic year. The provisions of this paragraph are limited to the following academic units:

Ann Arbor School of Nursing

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<sup>1</sup> See also Article XXVII.A.2 for more on Lecturer III Postings.

Ann Arbor School of Social Work  
Ann Arbor School of Education  
Ann Arbor School of Business

**Section B. Description of Unit Title Provisions**

1. Lecturer I
  - a. A Lecturer I appointment is primarily for the teaching (and its related duties) of assigned courses. There is no requirement of any additional duties or responsibilities with this appointment.
  - b. By mutual agreement between the Lecturer I and the academic unit, the Lecturer I may on an occasional basis perform additional duties or responsibilities. These additional duties or responsibilities may or may not be for compensation and may or may not be considered in the review process as agreed upon by both parties.
  - c. Lecturer Is are appointed for periods of one (1) or more semesters, in accordance with B.1.g; however, appointments in the Lecturer I title shall be for a one-year appointment if the academic unit anticipates that there will be work for both the fall and winter semesters and if the lecturer has taught for two consecutive semesters. Lecturer Is may be appointed in the Lecturer I title until the successful completion of a major review.
  - d. A Lecturer I appointment does not carry with it the presumption of renewal or the expectation of additional appointments. However, as provided in Article XII., Layoff, Reduction in

Appointment Effort, and Recall, non-reappointment of a Lecturer I may result in a layoff.

- e. The non-reappointment of a Lecturer I for failure to meet the academic unit's performance expectations is a termination, and the Employee will not be placed on layoff status. When a Lecturer I is not reappointed for performance reasons, the Employer will provide same-day written notice to the Employee and the Union stating the specific reason(s) for the decision. Upon request, within three weeks, the academic unit will provide additional relevant information to the Union regarding the termination.
- f. Following initial appointment as a Lecturer I, by no later than the end of the fifth semester (i.e. fall or winter) of appointment, the academic unit shall conduct an interim review of the Lecturer I, as provided for in Article XIX.C.
- g. Appointments in the Lecturer I title subsequent to passing the interim review shall be in a one-year appointment if the unit anticipates that there will be work for both the fall and winter semesters.
- h. Time toward major review:
  - i. A Lecturer I shall be eligible for major review, as set forth in XI.B.2.d. below, when they have worked for eight (8) consecutive fall and winter semesters in an academic unit, or when they have worked at least eight (8) of the last ten (10) fall and winter semesters in an academic unit, whichever occurs first, or as provided for in A.10. above.



- ii. If the eighth semester referenced in (i) above occurs during a winter semester, the Lecturer I shall undergo major review in that winter semester. If the eighth semester referenced in (i) above occurs during a fall semester, the Lecturer I shall undergo major review either then or during the following winter semester in which they are appointed, as agreed upon by both parties.
- iii. For those Employees covered by Section A.10. above, if the eighth semester occurs during a spring and/or summer semester, the Lecturer I shall undergo a major review either then or during the following fall or winter semester in which they are appointed, as agreed upon by both parties.
- iv. Any change to the Lecturer title resulting from a major review of a Lecturer I shall take effect on the first of September following completion of the major review.
- v. Any change in salary resulting from a major review of a Lecturer I shall take effect on the first of September following the eighth semester of teaching.
- vi. If a Lecturer I was placed on a non-discretionary leave of absence in accordance with Article XXXI.B., for one (1) or more semesters during the ten (10) semester period referenced in (b) above, the parties will meet in Special Conference to discuss the Employee's major review schedule.
- i. Except as provided in Article XIV., Provisions for Special Case Appointments, a Lecturer I who meets the time towards review requirements may

only continue appointment eligibility as a Lecturer II, after successfully completing a major review as described in 2.d. below (except as provided for in B.2.d.ii.c. below).

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

2. Lecturer II

- a. A Lecturer II appointment has presumption of renewal and is primarily for the teaching (and its related duties) of assigned courses. There is no requirement of any additional duties or responsibilities with this appointment.
- b. By mutual agreement between the Lecturer II and the academic unit, the Lecturer II may on an occasional basis perform additional duties or responsibilities. These additional duties or responsibilities may or may not be for compensation and may or may not be considered in the review process as agreed upon by both parties.
- c. Decisions regarding course assignments and/or layoff shall be completed and announced prior to April 30 for the following academic year.
- d. Initial Major Review
  - i. Initial Appointment as a Lecturer II:  
Lecturer Is who have held appointments for eight (8) consecutive fall and winter semesters or as described in XI.B.1.h above

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

- ii. There are three (3) possible outcomes from the initial major review:
  - a. Successful completion of the initial major review shall create a presumption of renewal and a three-year appointment in the Lecturer II title.
  - b. If the Lecturer I's major review is unsuccessful, the Lecturer I will not be reappointed beyond the academic year in which the major review takes place and will receive notification of termination.
  - c. Where a Lecturer I's performance does not meet the standards for successful completion of the major review, at the discretion of the academic unit, the Lecturer I may be appointed for up to two (2) additional academic years as a Lecturer I with a remediation plan, consistent with the specifications set forth in Article XIX.E.6-8, and another major review consistent with the specifications set forth in Article XIX.D.7. Successful completion of the major review following remediation shall create a presumption of renewal and a three-

year appointment in the Lecturer II title.

- e. Second Major Review
  - i. A Lecturer II shall be reviewed in the final year of their three-year appointment. The major review shall be completed and decisions announced prior to April 1 for renewal in the following September.
  - ii. If a Lecturer II is placed on full lay-off during the term of their three-year appointment and is subsequently recalled, the parties will meet in Special Conference to discuss the Employee's major review schedule. If a leave of absence of up to one (1) year in duration is granted to a Lecturer II, the academic unit will extend the Lecturer II's appointment by a period of one (1) academic year, and the major review will take place in the final year of the extended appointment. In case of a longer leave of absence, the parties will meet in Special Conference to discuss the Employee's major review schedule.
  - iii. There are two (2) possible outcomes from the second major review:
    - a. Successful completion of the Employee's second major review shall result in renewal for an additional five (5) academic years.
    - b. If the Employee's second major review is unsuccessful, the Employee will be given a one-year terminal appointment, or at the academic unit's discretion a two-year terminal appointment, during either of which the academic unit shall conduct another major review. In the

event of a terminal appointment, the academic unit will work with the Employee to develop a written remediation plan, consistent with the specifications set forth in Article XIX.E.6-8, and another major review consistent with the specifications set forth in Article XIX.D.7. If the Lecturer II fails the major review following remediation in the terminal appointment, the Lecturer II's appointment shall end at the end of the terminal appointment.

- f. Continuing Reviews
  - i. Lecturer IIs who have successfully completed two major reviews will undergo a continuing review in accordance with Article XIX.E., prior to the conclusion of their five-year appointment following the second major review and occurring every seven (7) years thereafter. Such reviews shall be completed and decisions announced prior to April 1 for renewal the following September.
  - ii. There are two (2) possible outcomes from the continuing review:
    - a. Successful completion of the first continuing review shall result in an ongoing appointment subject to a continuing review every seven (7) years.
    - b. If the Employee's continuing review is unsuccessful, the Employee will be given a one-year terminal appointment, or at the academic unit's discretion a two-year terminal appointment, during which time the Employee will undergo

remediation in accordance with Article XIX.E and XIX.F. Successful completion of the remediation review shall result in an ongoing appointment subject to continuing reviews every seven (7) years.

- c. If the remediation review is unsuccessful, the Employee will not be reappointed beyond the remediation period.

3. Lecturer III

- a. A Lecturer III appointment is for an ongoing position that includes instruction and significant ongoing administrative or service duties within the academic unit or as assigned by the academic unit; and/or requires a range of instructional expertise.
- b. A Lecturer III's initial appointment(s) may be made on an annual basis or a multi-year basis for up to but no more than four (4) years of service.
- c. A Lecturer III appointment does not carry with it the presumption of renewal or the expectation of additional appointments. However, as provided in Article XII., Layoff, Reduction in Appointment Effort, and Recall, non-reappointment of a Lecturer III may result in a layoff.
- d. The non-reappointment of a Lecturer III for failure to meet the academic unit's performance expectations is a termination and the Employee will not be placed on layoff status, except as provided in d.i. below. When a Lecturer III is not reappointed for performance reasons, the Employer will provide same-day written notice to the Employee and the Union stating the specific reasons for the decision.

Upon request, within three weeks, the academic unit will provide additional relevant information to the Union regarding the termination.

- i. If the Lecturer III is a former Lecturer II in the academic unit who fails to meet the academic unit's performance expectations of the Lecturer III position prior to or at the time of the interim review, the Employee shall retain their presumption of renewal as a Lecturer II. If the Lecturer II position previously held by the Employee is no longer available, the former Lecturer II may be placed on layoff as a Lecturer II.
- e. Following initial appointment as a Lecturer III, by no later than the end of the fifth semester of appointment, the academic unit shall conduct an interim review of the Lecturer III, as provided for in Article XIX.C. In LSA, Ann Arbor, the interim review will occur no later than the end of the fourth semester (see MoU #1).
- f. Unless otherwise specified in Article XIV., Provisions for Special Case Appointments, a Lecturer III appointed for four (4) academic years may only continue appointment eligibility, as a Lecturer IV, after successfully completing a major review as described in 4.b. below.
- g. Decisions regarding the reappointment of a Lecturer III during the first four (4) years of appointment shall be completed and announced prior to April 1 for reappointment in the following September.
- h. At the agreement of both parties, Lecturer IIIs may be reviewed while on full layoff status or while on a Leave of Absence as specified in Article XXXI., Leaves of Absence Without Pay.

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

- i. The parties shall meet in Special Conference to determine the review schedule of any Lecturer III whose initial date of hire or leaves of absence raise questions about the timing of the major review.

4. Lecturer IV

- a. A Lecturer IV appointment has presumption of renewal and is for an ongoing position that includes instruction and significant ongoing administrative or service duties within the academic unit or as assigned by the academic unit; and/or requires a range of instructional expertise.

b. Initial Major Review

- i. Initial Appointment as a Lecturer IV:  
Lecturer IIIs who have held appointments for up to but no more than four (4) academic years shall undergo a major review consistent with the evaluation procedures in Article XIX., Performance Evaluation, for appointment as a Lecturer IV with presumption of renewal. This major review and decision will take place during the last year of employment in the Lecturer III title and shall be completed and decisions announced prior to April 1 for reappointment in the following September as a Lecturer IV.<sup>1</sup>

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<sup>1</sup> For the major review of Lecturer IIIs in the College of Literature, Science, and the Arts, please refer to Memorandum of Understanding #1.



- ii. There are two (2) possible outcomes from the initial major review:
  - a. Successful completion of the initial major review shall create a presumption of renewal and an appointment in the Lecturer IV title. The first appointment as a Lecturer IV will be for a period of three (3) years.
  - b. If a Lecturer III's major review is unsuccessful, the Lecturer III shall be given a one-year, or at the discretion of the academic unit, a two-year terminal appointment. The Lecturer III's appointment will end at the end of this appointment. At its discretion, the academic unit may provide the Lecturer III with a remediation plan consistent with the specifications set forth in Article XIX.E.6-8, and conduct another major review at the end of the remediation plan consistent with the specifications set forth in Article XIX.D.7. Successful completion of the major review following remediation shall create a presumption of renewal and a three-year appointment in the Lecturer IV title. If the Lecturer III fails a major review following remediation in the terminal appointment, the Lecturer III's appointment will end at the end of the remediation appointment.
  - c. Second Major Review
    - i. A Lecturer IV shall be reviewed during the final year of their

appointment.<sup>2</sup> Evaluations shall be completed and decisions announced prior to April 1 for renewal the following September.

- ii. There are two (2) possible outcomes from the major review evaluation:
  - a. Successful completion of the major review shall result in renewal for an additional five (5) academic years.
  - b. If the Employee's second major review is unsuccessful, the Employee shall be given a one-year terminal appointment, or at the academic unit's discretion a two-year terminal appointment, during either of which the academic unit shall conduct another major review. In the event of a terminal appointment, the academic unit will work with the Employee to develop a written remediation plan consistent with the specifications set forth in Article XIX.E.6-8, and another major review consistent with the specifications set forth in Article XIX.D.7. If the Lecturer IV fails the major review following remediation in the terminal appointment, the

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<sup>2</sup> For the major review of Lecturer IVs in the College of Literature, Science, and the Arts, please refer to Memorandum of Understanding #1.

Lecturer IV's appointment shall end at the end of the terminal appointment.

- d. Continuing Reviews
  - i. Lecturer IVs who have successfully completed two major reviews will undergo a continuing review in accordance with Article XIX.E., prior to the conclusion of their appointment and occurring every seven (7) years thereafter. Such reviews shall be completed and decisions announced prior to April 1 for renewal the following September.
  - ii. There are two (2) possible outcomes from the continuing review:
    - a. Successful completion of the first continuing review shall result in an ongoing appointment subject to continuing reviews every seven (7) years.
    - b. If the Employee's continuing review is unsuccessful, the Employee will be given a one-year terminal appointment, or at the academic unit's discretion a two-year terminal appointment, during which time the Employee will undergo remediation in accordance with Article XIX.E. and XIX.F. Successful completion of the remediation review shall result in an ongoing appointment subject to continuing reviews every seven (7) years.
    - c. If the remediation review is unsuccessful, the Employee will not

be reappointed beyond the remediation period.

- iii. At the agreement of both parties, Lecturer IVs may be reviewed while on full layoff status or while on a leave of absence as specified in Article XXXI., Leaves of Absence Without Pay. If a leave of absence of up to one (1) year in duration is granted to a Lecturer IV on a multi-year appointment, the academic unit will extend the Lecturer IV's appointment by a period of one (1) academic year, and the review will take place in the final year of the extended appointment. In case of a longer leave of absence, the parties will meet in Special Conference to discuss the Lecturer's review schedule.

#### 5. Adjunct Titles

- a. A University employee who holds a regular non-instructional title at 50% or greater and who is appointed to teach a course or courses may be appointed in an adjunct title provided that the two appointments are interdependent and not separate. Employees with adjunct appointments are not eligible for presumption of renewal. In addition, a University employee who holds a full-time (100%) regular non-instructional title and who is subsequently appointed as an Employee may be appointed in an adjunct title, as determined by the academic unit.
- b. An Employee appointed in an adjunct title shall, upon written request, undergo a review after their fifth year of service in an adjunct appointment. If the review is successful, the Employee in an adjunct title will receive a

lump-sum payment as set forth in Article XV,  
Salary.

- c. An Employee appointed in an adjunct title shall, upon written request, undergo a second review after their ninth year of service in an adjunct appointment. If the review is successful, the Employee in the adjunct title will receive a lump-sum payment as set forth in Article XV, Salary.

6. Intermittent Lecturer

- a. An Intermittent Lecturer is one who teaches one or more regularly occurring courses as an ongoing part of the academic curriculum, but typically one (1) semester per academic year. For this group of Employees, one (1) semester or less per academic year is the regular appointment pattern and not the result of layoff due to lack of instructional/programmatic need or budgetary support.
- b. An Intermittent Lecturer shall, upon written request, undergo a review after their fifth year of service. If the review is successful, the Intermittent Lecturer will receive a raise as set forth in Article XV, Salary.
- c. An Intermittent Lecturer shall, upon written request, undergo a second review after their ninth year of service. If the review is successful, the Intermittent Lecturer will receive a raise as set forth in Article XV, Salary.

7. Special Conference Cases

Notwithstanding the specific years-of-service or semesters-of-service requirements for an evaluation for renewal, there may be Employees who do not meet

those requirements but could be eligible for such an evaluation due to the pattern of their employment with the University. The parties will meet in Special Conference to determine such Employees' eligibility for a major review and presumption of renewal.

8. Working Titles

An Employee may continue to use a title held prior to September 1, 2018 as a working title.

9. Grievability and Arbitrability

a. No Employee shall be denied reappointment or renewal following an unsuccessful major review or continuing review unless:

- i. The Employee's major review or continuing review was conducted in conformity with all provisions of Article XIX., Performance Evaluation;
- ii. The Employee was informed of the reason(s) for non-reappointment and given an opportunity to respond;
- iii. The academic unit applied standards, procedures, and policies for major review evenhandedly and without discrimination;
- iv. The primary emphasis was on the current period of appointment; however, the overall record of the Employee in unit title positions may be considered.

b. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of Article X., Grievance and Arbitration Procedure. An arbitrator reviewing procedural violations shall have the authority to order the Employer to redo the procedure.

**ARTICLE XI: APPOINTMENTS, MAJOR REVIEW, AND RENEWAL**

c. An arbitrator shall not have the authority to substitute their judgment for the Employer's judgment with respect to programmatic need, instructional need, or academic qualifications, or to compel the Employer to make or continue an appointment or assign an Employee to a particular course/assignment.

ARTICLE XII  
LAYOFF, REDUCTION IN APPOINTMENT EFFORT, AND  
RECALL

**Section A. Definitions**

1. As used in this Article, the term “layoff” shall include both full layoff and partial layoff.
2. A full layoff is an involuntary separation from employment that occurs during the term of an appointment or between appointments because of budgetary considerations, programmatic change, or lack of work in an academic unit.
3. A partial layoff is an involuntary reduction in the percentage of effort (including a reduction in the anticipated percentage of effort for a multi-year appointment under Article XI.A.5.) that occurs during the term of appointment or between appointments because of budgetary considerations, programmatic change, or lack of work in the academic unit.
4. Seniority is a number calculated as the sum of the total number of semesters and the sum of all fractional appointments (pro-rated for any period of employment of less than a full four-month semester) that the Employee has worked for the academic unit.
  - a. Spring/summer terms will be counted the same as a fall or winter semester.
  - b. In a situation where seniority is the same for two or more Employees, the Employee with more full-time service in the academic unit shall receive preference.
  - c. An Employee will not lose seniority rights because of a layoff or leave of absence as provided for under Article XXXI., Leaves of Absence Without Pay.
  - d. For Employees with specified joint appointments in more than one academic unit, the semesters of employment and appointments in those units count toward the calculation of an Employee’s seniority factor.



**ARTICLE XII: LAYOFF, REDUCTION IN APPOINTMENT EFFORT, AND RECALL**

- e. The Employer shall calculate and maintain a record of the seniority for each Employee, including those on layoff. Furthermore, the Employer shall provide the Union and each school or college with an updated electronic list of said Employees and their seniority on August 15th, November 15th, and March 15th of each academic year. In circumstances potentially involving Employees with seniority accrued prior to Spring Term 1987, academic units making seniority-based decisions will be responsible for determining the total amount of seniority in the academic unit (i.e. including seniority accrued prior to Spring Term 1987) for the specific individual(s) under consideration for a seniority-based decision, and for appropriately applying it in related decision-making.

**Section B. Procedure for Layoff**

- 1. Consistent with the provisions of this Agreement, the Employer will identify Employees to be laid off.
- 2. Except as provided in B.5. below, the order of layoff for Employees within each specific title in the academic unit shall be on the basis of expertise, ability, and performance relevant to the assignment in question.

Expertise, ability, and performance relevant to the assignment in question will be assessed based on a review of relevant factors which may include, but are not limited to:

- a. Employee's experience in teaching the course(s) in question, or closely related course(s)
- b. Command and delivery of the subject matter
- c. Plan and design of course material
- d. Currency in the subject matter and teaching methods
- e. Relevant education, training, and experience
- f. Compatibility of the Employee's plan and design of course material and teaching methods with the academic unit's pedagogical approach.

3. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two or more Employees within a specific Lecturer title, the order of layoff shall be in inverse order of seniority.
4. Except as provided in B.5. below, in the event that the layoff may involve Employees in different titles, the following will apply:
  - a. A Lecturer II will not be subject to layoff before a Lecturer I, or Intermittent Lecturer, except:
    - i. as specifically provided for in Article XIV., Provisions for Special Case Appointments; or
    - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer I's or Intermittent Lecturer's expertise, ability, and performance relevant to the assignment in question exceeds that of the Lecturer II.
  - b. A Lecturer IV will not be subject to layoff before a Lecturer III except
    - i. as specifically provided for under Article XIV., Provisions for Special Case Appointments; or
    - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer III's expertise, ability, and performance relevant to the assignment in question exceeds that of the Lecturer IV.
  - c. A Lecturer III/IV may be retained over a Lecturer I/II, or Intermittent Lecturer, in the situation where the affected Lecturers have all taught the course.
5. If the date of the notice of layoff is on or after the first day of classes of the semester for which the layoff applies, the

**ARTICLE XII: LAYOFF, REDUCTION IN APPOINTMENT EFFORT, AND RECALL**

academic unit may determine the order of layoff in accordance with the provisions of B.2., B.3., and B.4. above, or by the actual section or course cancellation (i.e. those Employees assigned to cancelled course(s) or section(s) could be selected for layoff).

**Section C. Notice**

1. Employees shall be given written notice of the effective date of any layoff, as soon as possible after the decision is made. The notice provided by the Employer shall include the basis for its decision, including which of the provisions in B.2-B.4 above were used in determining the layoff. The notice shall include the language in Section F. below regarding benefits coverage.
2. Lecturer Is and Intermittent Lecturers will receive notice of layoff no later than April 30 for the subsequent fall semester, and by no later than December 5 for the subsequent winter semester.
3. Lecturer IIs will receive notice of layoff no later than April 30 for the subsequent academic year beginning September 1.
4. Lecturer IIIs and Lecturer IVs will receive notice of layoff no later than March 31 for the subsequent academic year beginning September 1.
5. When the Employer notifies the Employee of the layoff, the Employer shall, in a timely manner, provide to the Union a copy of the written notice of layoff provided to the Employee pursuant to Section C.1. above. Upon request, the Employer will, within seven (7) calendar days, provide additional relevant information to the Union regarding the layoff.
6. When the Employer notifies the Employee of the layoff, they will provide access to information regarding benefits information, services and resources for Employees on layoff, including internal and external resources to aid with searching for a new position including opportunities outside of the bargaining unit.

**Section D. Compensation**

1. Should the Employer fail to provide timely notice to Employees covered by C.3. and C.4. above, and subject to D.2. below, the Employee shall be provided with pay equal to 17% of the salary the Employee would have received for the section or course that was cancelled.
2. Intermittent Lecturers and Lecturer Is, IIs, IIIs, and IVs who are laid off under the provisions of B.5. above for the fall or winter term shall be provided pay equal to 25% of the salary the Employee would have received for the section or course that was cancelled.
3. Lecturer Is and Intermittent Lecturers who are laid off after December 20 for the winter term, or after August 15 for Ann Arbor and August 25 for Flint and Dearborn for the fall term, shall be provided pay equal to 17% of the salary the Employee would have received for the section or the course that was cancelled.
4. Spring/summer Appointment Cancellation Fee: Lecturers I, II, III and IV and Intermittent Lecturers<sup>1</sup> who do not receive notice of appointment cancellations for a spring, summer or spring/summer appointment at least five calendar days before the first day of classes in the semester covered by the appointment shall be provided pay equal to 17% of the salary the Employee would have received for the portion of the appointment that was cancelled.

**Section E. Recall**

1. Except as provided in E.2. below, the duration of layoff status shall be limited to two (2) years for those who have been appointed at least five (5) semesters but less

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<sup>1</sup> Adjunct Lecturers who receive notice of appointment cancellation for a Spring, Summer, or Spring/Summer appointment on or after the first day of classes in the semester covered by the appointment may be provided pay equal to 17% of the salary the Employee would have received for the cancelled appointment if the Adjunct meets the eligibility requirements set forth in MoU #5, Section 3.b.3

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than eight (8) and three (3) years for those appointed for eight (8) or more semesters from the effective date of the layoff. Any reduction in effort, whether within a single appointment or between two (2) appointments, shall not entitle an Employee to more years of layoff status than stated above.

2. The following provisions apply to Lecturer Is and Intermittent Lecturers:
  - a. Lecturers I and Intermittent Lecturers first appointed on or after September 1, 2013 who are not reappointed for a third semester due to lack of work, programmatic change, and/or budgetary considerations will have neither layoff nor recall rights.
    - i. Notice of non-reappointment due to lack of work, programmatic change, and/or budgetary considerations will be provided in writing (email will suffice) and in accordance with timelines applicable for notices of layoff outlined in Section C. above.
    - ii. Should the Employer fail to provide timely notice of non-reappointment due to lack of work, programmatic change, and/or budgetary considerations to any Lecturers in accordance with the timelines described in Sections D.2. and D.3. above, the Lecturer will receive the corresponding pay as late non-reappointment cancellation fee.
    - iii. An Employee who receives notice of non-reappointment due to lack of work, programmatic change, and/or budgetary considerations under this section may request that the appointing academic unit provide additional information relative to the non-reappointment decision. Any such request must be in writing (email will suffice), sent within thirty (30) days

of the date of the notice of non-reappointment, and addressed to the Chair or Director of the appointing academic unit. The appointing academic unit will respond in writing within fifteen (15) days of the date of the receipt of the request.

- b. For a Lecturer I or Intermittent Lecturer who has been appointed for at least three (3) semesters but is laid off prior to being appointed for a fifth semester, the duration of layoff status shall be limited to one (1) year from the effective date of the layoff, and recall rights may be exercised during this period.
3. The order of recall for Employees on layoff within each specific Lecturer title within the academic unit shall be based on expertise, ability, and performance relevant to the assignment in question. Expertise, ability, and performance relevant to the assignment in question will be assessed based on a review of relevant factors which may include, but are not limited to, those factors set forth in Section B.2. of this Article. When there is no substantial difference in the degree of expertise, ability, and performance relevant to the assignment in question between two (2) or more Employees within the specific Lecturer title, the order of recall shall be in order of seniority.
4. In the event that recall may involve Employees in different titles, the following will apply:
  - a. A Lecturer II will be recalled before a Lecturer I or Intermittent Lecturer except
    - i. as specifically provided for in Article XIV., Provisions for Special Case Appointments;  
or
    - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer I's or Intermittent Lecturer's expertise, ability, and performance relevant to the assignment in question exceeds that of the Lecturer II.

**ARTICLE XII: LAYOFF, REDUCTION IN APPOINTMENT EFFORT, AND RECALL**

- b. A Lecturer IV will be recalled before a Lecturer III except
    - i. as specifically provided for in Article XIV., Provisions for Special Case Appointments; or
    - ii. when the Employer can demonstrate a clear and convincing case that the Lecturer III's expertise, ability, and performance relevant to the assignment in question exceeds that of the Lecturer IV.
  - c. A Lecturer III/IV may be recalled before a Lecturer I/II or Intermittent Lecturer in the situation where the affected Lecturers have all taught the course.
  - d. When no Employees eligible for recall have presumption of renewal, the Employer may consider applications from external candidates. In the case of internal candidates not covered by E.2. above, an external candidate may be selected for the available position if the external candidate's expertise, ability, and performance relevant to the assignment in question exceeds that of the internal candidate.
5. Whenever possible, all Employees on layoff status will be notified via U.S. mail and/or electronic mail by the academic unit and given an opportunity to apply for appointment opportunities. It is the responsibility of the Employee on the layoff status list to provide current contact information to the academic unit and current application materials.
6. If an Employee rejects an offer of recall and provides written notice of the rejection with the reason(s) for the rejection to the academic unit in a timely manner, the Employee's layoff status will continue, and the Employee will be given the same rights to notice and opportunities for recall while on layoff status as the Employee had prior to rejecting the offer. If the Employee rejects the first offer of recall, but does not provide written notice as described above, the academic unit is under no obligation to offer the Employee another recall opportunity. If an Employee rejects offers of recall in any

three (3) separate semesters while on layoff status, the academic unit is under no obligation to offer the Employee another recall opportunity.

7. Individuals on full layoff with recall rights who apply for an open position within the bargaining unit and meet the required qualifications will be guaranteed an interview. This guarantee will last for the duration of the Employee's full layoff as defined above. For individuals on partial layoff, the Employee must contact the HR representative from the area in which they received their layoff to notify them of the application to the open position in order to guarantee an interview if the Employee meets the required qualifications. Individuals who are on full layoff are also encouraged to contact their HR representative if they apply for open positions within the bargaining unit.

#### **Section F. Benefit Coverage**

Employees placed on layoff status will have the same access to general University facilities as Employees not on layoff. For example, Employees may visit and use libraries with regular borrowing privileges, museums, galleries, and special collections. Employees may participate in campus parking, recreational sport facilities, and obtain athletic tickets after meeting specific fee requirements. Additionally, Employees on layoff may have full use of the bus and email systems.

Under certain circumstances, Employees on partial layoff may be eligible for Employer health insurance contributions under the Employer Shared Responsibility provisions of the ACA; for more information, the Employee should contact the Benefits Office.

An Employee may also continue health and dental coverage (COBRA) until the end of the 18th month following the month the layoff became effective, provided the Employee remits payment of the full premium in advance as prescribed by the Employer.



**ARTICLE XIII  
DISCONTINUANCE OF PROGRAMS**

In the event of the discontinuance of an academic program, the Employer will provide as much advance notice as possible to all affected Employees. Article XII., Layoff, Reduction in Appointment Effort, and Recall, will be initiated for all affected Employees. Prior to the effective date of the layoff, Employees at their request shall be placed on the recall list of one (1) academic unit on the affected campus per the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, if it is determined by the academic unit that the Employee's qualifications meet the prevailing standards for employment in that academic unit.

ARTICLE XIV  
PROVISIONS FOR SPECIAL CASE APPOINTMENTS

**Section A. Appointment of Employees to Endowed Positions**

1. The term “Endowed Position” means a bargaining unit position that is funded by external (i.e. non-University) sources, and is generally governed by a separate agreement between a donor and the academic unit that sets the terms of the position. The position is for a fixed duration not to exceed five (5) years. The Employee selected for the Endowed Position will be appointed in a LEO title and may carry an honorific title that may be used as a working title.
2. The Employer will provide the following information to the Union when it appoints an Employee to an Endowed Position: name of the Employee, title of the Endowed Position, appointing academic unit, duration of the appointment, and notice if posting was waived.
3. The provisions of Article XXVII.A., Posting, shall not apply to Endowed Positions.
4. The provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply to Endowed Positions.
5. An Employee in an Endowed Position may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
6. An Employee in an Endowed Position is eligible for the unpaid leaves of absence set forth in Article XXXI., irrespective of the bargaining unit title held by the Employee.
7. An Employee in an Endowed Position may be given a multi-year appointment, irrespective of the bargaining unit title held by the Employee.

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8. While in an Endowed Position, an Employee will not be subject to the major review provisions of this Agreement and is not eligible for presumption of renewal.
9. Prior to appointing an Employee in an Endowed Position for any period beyond the period of appointment in the Endowed Position, the position shall be posted in accordance with the provisions of Article XXVII.A., Posting, and Employees on layoff in the academic unit shall be notified of the position in accordance with Article XII.E. If the Employee in an Endowed Position is hired for the position, the former honorific title will no longer be used, and they will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to their seniority calculation.
10. If the Employee had been an Employee prior to their appointment in an Endowed Position, and continues in a bargaining unit position after the Endowed Position ends, they shall have all prior semesters of service and percentages of effort in the Endowed Position applied to their seniority calculation.

**Section B. Dual Career Appointments**

1. The term “Dual Career Appointment” means a bargaining unit position, at least one-half of which is funded by the Provost’s Office and/or other sources outside the academic unit, held by an Employee whose appointment is related to the recruitment or retention of the Employee’s partner to a tenured, tenure-track, or research-track position.
2. The Employer may appoint no more than twenty-four (24) individuals into Dual Career Appointments during the term of the Agreement.

#### ARTICLE XIV: PROVISIONS FOR SPECIAL CASE APPOINTMENTS

3. The Employer will provide the following information to the Union when it appoints an Employee to a Dual Career Appointment: name of Employee, appointing academic unit, Dual Career Appointment status, duration of the appointment, and notice if posting was waived.
4. The provisions of Article XXVII.A., Posting, shall not apply to Dual Career Appointments.
5. During the course of the Provost Office/outside funding of a Dual Career Appointment, the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply.
6. During the course of the Provost Office/outside funding of a Dual Career Appointment, an Employee in a Dual Career Appointment may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
7. At the discretion of the academic unit, an Employee in a Dual Career Appointment may be given a working title in the adjunct series, without holding a regular non-instructional title at the University, at a rank deemed appropriate by the academic unit.
8. An Employee in a Dual Career Appointment is eligible for the unpaid leaves of absence set forth in Article XXXI., irrespective of the bargaining unit title held by the Employee.
9. An Employee in a Dual Career Appointment may be given a multi-year appointment, irrespective of the bargaining unit title held by the Employee.

10. Prior to appointing an Employee in a Dual Career Appointment for any period beyond the period of Provost's Office/outside funding, the position shall be posted in accordance with the provisions of Article XXVII.A., Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XII.E. If the Employee formerly in a Dual Career Appointment is hired for the position, the former adjunct title, if any, will no longer be used. Once appointed, the Employee will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to their seniority calculation.

**Section C. Programs to Hire Recent University Graduates**

1. The provisions of this Section shall apply to Recent Graduate Programs. The term "Recent Graduate Program" means a program designed to provide fixed-duration, post-graduate teaching experience not to exceed two (2) years to recent University graduates. The term "Recent Graduate Position" means a Lecturer I position held by an Employee who earned either a terminal masters or doctorate degree from the academic unit that wishes to appoint the Employee. An Employee appointed to a Recent Graduate Position must be appointed to the Position within one (1) year from the date of the Employee's graduation.
2. If the Employer decides to create a new Recent Graduate Program, the Employer shall notify the Union. For each proposed Recent Graduate Program, the Employer and the Union shall agree on an appropriate number of positions to be covered by such Program. In the event an Employee appointed under a Recent Graduate Program is appointed to a second year in a Recent Graduate Position, this second appointment shall count as one of the allowable appointments for that year.

3. The Employer will provide the following information to the Union when it appoints an Employee to a position covered by a Recent Graduate Program: name of Employee, appointing academic unit, duration of the appointment, Recent Graduate Program status, and notice if posting was waived.
4. The provisions of Article XXVII.A., Posting, shall not apply to appointments of Recent Graduates.
5. During appointment in a Recent Graduate Position, the provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply.
6. During appointment in a Recent Graduate Position, an Employee in a Recent Graduate Position may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoff.
7. Prior to appointing an Employee in a Recent Graduate Position for any period beyond the period of appointment in the Recent Graduate Position, the position shall be posted in accordance with the provisions of Article XXVII.A., Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XII.E. If the Employee in a Recent Graduate position is hired for the position, they will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to their seniority calculation.

#### **Section D. Exchange Programs**

1. The provisions of this Section shall apply to Exchange Programs. The term “Exchange Program” means a program involving a formal agreement between the University and another institution or established group of institutions of higher education (either foreign or domestic) under which the

#### ARTICLE XIV: PROVISIONS FOR SPECIAL CASE APPOINTMENTS

University places students or recent graduates of another institution into time-limited teaching roles not to exceed two (2) years at the University. “Exchange Program Position” means a Lecturer I position held by an Employee under an Exchange Program.

2. If the Employer decides to create a new Exchange Program, the Employer shall notify the Union. For each proposed Exchange Program, the Employer and the Union shall agree on an appropriate number of positions to be covered by such Program. In the event an Employee appointed under an Exchange Program is appointed to a second year in an Exchange Program Position, this second appointment shall count as one of the allowable appointments for that year.
3. In the event the academic unit does not have an agreement with the Union as to the appropriate number of Exchange Program Positions at the time it makes the appointment, academic units with existing Recent Graduate Programs may appoint Employees who would qualify as Exchange Program appointees in place of an available Recent Graduate Position.
4. The Employer will provide the following information to the Union when it appoints an Employee to an Exchange Program Position: name of Employee, appointing academic unit, duration of the appointment, Exchange Program status, and notice if posting was waived.
5. The provisions of Article XXVII.A., Posting, shall not apply to Exchange Program Positions.
6. The provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply to Exchange Program Positions.

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

#### **E. Noted Professionals**

1. The term “Noted Professional” refers to an Employee, appointed to a bargaining unit position, who is a prominent scholar, researcher, artist, performer, or professional whose employment responsibilities do not lie with another institution of higher education. The appointment period is for one (1) academic year, and may be extended, under unusual circumstances, for up to one (1) additional academic year. The Union will be notified in writing at least thirty (30) days prior to the extension of the appointment.
2. The Employer may appoint no more than eighteen (18) individuals into Noted Professional Appointments during the term of the Agreement. In the event an Employee appointed under a Noted Professional Appointment is appointed to a second year as a Noted Professional, this second appointment shall count as one of the allowable appointments for the term of the Agreement.



#### ARTICLE XIV: PROVISIONS FOR SPECIAL CASE APPOINTMENTS

3. The Employer will provide the following information to the Union when it appoints an Employee as a Noted Professional: name of the Employee, the title being given, the appointing academic unit, Noted Professional appointment status, the duration of the appointment, and notice if posting was waived.
4. The provisions of Article XXVII. A., Posting, shall not apply to a Noted Professional appointment.
5. The provisions of Article XII., Layoff, Reduction in Appointment Effort, and Recall, shall not apply to a Noted Professional.
6. An Employee in a Noted Professional appointment may not be displaced by another Employee who is subject to layoff or reduction in effort under Article XII.B., Procedure for Layoffs.
7. Except as required by state or federal law, an Employee in a Noted Professional appointment is not eligible for unpaid leaves of absence set forth in Article XXXI., Leaves of Absence Without Pay, irrespective of the Employee's title or length of service.
8. The Employer may give the Noted Professional any existing instructional title established by the Employer as a working title.
9. While in a Noted Professional appointment, the Employee will not be subject to the major review provisions of this Agreement and is not eligible for presumption of renewal.
10. Prior to appointing an Employee in a Noted Professional appointment for any period beyond the Noted Professional appointment, the position shall be posted in accordance with

Article XXVII.A., Posting, and Employees on layoff in the academic unit shall be notified in accordance with Article XII.E. If the Employee formerly in a Noted Professional appointment is hired for the position, the former working title will no longer be used. Once appointed, the Employee will have all prior semesters of service and percentages of effort up to a maximum of four (4) semesters applied to their seniority calculation.

**Section F. Post-Retirement Lecturer**

1. The term “Post-Retirement Lecturer appointment” means a bargaining unit position held by an Employee who has retired from a Lecturer position covered by the collective bargaining agreement at the University.
2. The appointment period is for up to one (1) academic year, and may be extended.
3. The Employer will provide the following information to the Union when it appoints an Employee as a Post-Retirement Lecturer: name of the Employee, the title being given, the appointing academic unit, Post-Retirement Lecturer appointment status, the duration of the appointment, and notice if posting was waived.
4. The provisions of Article XXVII. A., Posting, shall not apply to a Post-Retirement Lecturer appointment.
5. Except as required by state or federal law, an Employee in a Post-Retirement Lecturer appointment is not eligible for unpaid leaves of absence set forth in Article XXXI., Leaves of Absence Without Pay, irrespective of the Employee’s title or complete history of service as an Employee.
6. The Employer may give the Post-Retirement Lecturer any existing instructional title established by the Employer as a working title.

**ARTICLE XIV: PROVISIONS FOR SPECIAL CASE APPOINTMENTS**

7. While in a Post-Retirement Lecturer appointment, the Employee will not be subject to the major review provisions of this Agreement and is not eligible for presumption of renewal.

**Section G.**

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

ARTICLE XV  
SALARY

**Section A. Salary Increases and Minimums**

1. An Employee's initial appointment shall be at a specified percent of effort and an initial salary rate which shall be at least the minimum salary rate specified below and consistent with other starting salaries for Employees in the employing academic unit.

2. Minimum Full-Time Salary Rates

Effective academic year 2021-22, the minimum full-time salary rates shall be as follows:

|                            | Ann Arbor | Dearborn | Flint    |
|----------------------------|-----------|----------|----------|
| Lecturer I/II <sup>1</sup> | \$51,000  | \$43,000 | \$43,000 |
| Lecturer III/IV            | \$53,000  | \$45,000 | \$45,000 |

Effective academic year 2022-23, the minimum full-time salary rates shall be as follows:

|                 | Ann Arbor | Dearborn | Flint    |
|-----------------|-----------|----------|----------|
| Lecturer I/II   | \$51,000  | \$47,000 | \$47,000 |
| Lecturer III/IV | \$53,000  | \$49,000 | \$49,000 |

Effective academic year 2023-24, the minimum full-time salary rates shall be as follows:

|                 | Ann Arbor | Dearborn | Flint    |
|-----------------|-----------|----------|----------|
| Lecturer I/II   | \$51,000  | \$51,000 | \$51,000 |
| Lecturer III/IV | \$53,000  | \$53,000 | \$53,000 |

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<sup>1</sup> In Section A.2, Minimum Full-Time Salary Rates, the category Lecturer I/II includes Intermittent Lecturers and Adjunct Lecturers.

3. Annual Increases:

- a. Effective September 1, 2021, 2022, and 2023, all Employee full time rates on the Ann Arbor, Flint, and Dearborn campuses shall increase by the following amounts:

- September 1, 2021: 2.25%

- September 1, 2022: 2.75%

- September 1, 2023: 3.25%

- b. In the event that the increases described above result in a full-time salary rate less than the minimum full-time salary rate set forth in Section A.2., the Employee's full-time salary rate shall be increased to the relevant minimum full-time salary rate plus the annual increase.

4. Major Review Increases:

In addition to the annual salary increases provided in Section A.4. above, following the successful completion of an Employee's first and second major review, as set forth in Article XI., Appointments, Major Review, and Renewal, each Employee shall receive a major review increase as follows:

- a. Lecturer I and II:

- i. Seven percent (7%) increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the first major review.

- ii. Seven percent (7%) increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the second major review.

- b. Lecturer III and IV:

- i. Seven percent (7%) increase to the Employee's full-time rate effective on the 1<sup>st</sup>

- of September following successful completion of the first major review
    - ii. Seven percent (7%) increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the second major review, or as otherwise provided for in Memorandum of Understanding #1, Special Provisions Covering Lecturer III and IV Major Reviews in the College of Literature, Science, and the Arts.
    - c. Employees whose start date is on or after the start of the 2022-2023 academic year shall receive five percent (5%) major review increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the first and second major reviews.
5. Intermittent Review Increase
- In addition to the annual salary increases provided in Section A.4. above, following successful completion of an Intermittent Lecturer review under Article XI.B.6., the following provisions will apply:
- a. Seven percent (7%) increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the first review.
  - b. Seven percent (7%) increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the second review.
  - c. Employees whose start date is on or after the start of the 2022-2023 academic year shall receive a five percent (5%) major review increase to the Employee's full-time rate effective on the 1<sup>st</sup> of September following successful completion of the first and second major reviews.

6. Adjunct Review Increase
  - a. Upon successful completion of both the first and second review under Article XI.B.5., an Employee appointed in an adjunct title shall receive a lump sum payment in an amount equal to seven percent (7%) of the full-time rate of the adjunct appointment, prorated to the appointment effort in the adjunct title during the semester in which the review was completed. Such payment shall be made no later than the end of the month following the month in which the review is completed.
  - b. Employees who start date is on or after the start of the 2022-2023 academic year shall receive a lump sum payment of five percent (5%) of the full-time rate of the adjunct appointment, prorated to the appointment effort in the adjunct title during the semester in which the review is completed.
  
7. For Employees who remain in the same title, at no time shall the Employee's full time salary rate be reduced. For Employees who held appointments under Article XIV.A., Endowed Positions, XIV.B., Dual Career Appointments, and XIV.E., Noted Professionals, if the Employee is appointed to an appointment for any period beyond the Special Case appointment, the full-time salary rate may be reduced. For other Employees changing LEO unit title, if the Employer proposed to reduce the full-time salary rate, at the Employee's request the parties shall meet in Special Conference to review the issue.
  
8. In addition to A.2., above, the Employer may increase an Employee's full-time salary rate based on merit, or equity, or retention considerations. Such increases will be effective on either September 1<sup>st</sup> or January 1<sup>st</sup>.

9. To counterbalance instances of compression and stagnation, long-serving Employees will receive an \$1800 increase in base salary in their 16<sup>th</sup> year of employment as an Employee. This increase to base salary will occur before any annual increases. Employees with at least 15 years of employment as an Employee will receive the \$1800 increase to their base salary effective the 1<sup>st</sup> of September 2021.

### **Section B. Pay Schedules**

1. Lecturer Is are paid on a per-term or U-YrT basis.
2. Upon appointment to the title of Lecturer II, Employees on the Dearborn campus may elect to be paid on either a U-YrT or a U-YrD basis. Upon initial appointment to the title of Lecturer II, Employees on the Ann Arbor or Flint campus may elect to be paid on either a U-YrT or a U-Yr basis. If no election is made, the Lecturer II will be paid on a U-YrT basis. Employees who were employed as Lecturer IIs prior to September 1, 2013 will remain on the pay schedule that they previously elected.
3. Lecturer IIIs and Lecturer IVs are paid on a U-Yr, UYrD, or 12-month basis.
4. All Employees on a U-Year appointment will be paid on Schedule I.
5. Existing Employees on a U-Year or U-YrD appointment will receive a supplemental payment in their December paycheck to align their salary for the Fall term with any increases that were effective September 1 and ensure the Employee receives the salary stated in their offer letter during their appointment period.
6. Newly hired Employees will have an opt-in opportunity to receive their first paycheck one month in advance of their first month of employment, rather than at the end of the first month. See MoU: Pay Advance for First Time Employees.



ARTICLE XVI  
SPRING/SUMMER SALARIES

The compensation practices, including pay rates, of each academic unit for spring, summer, or spring/summer semester appointments in effect during 2010 will continue in effect. In the event the Employer proposes to make substantive changes to the current policy, the Employer will provide reasonable notice of the intent to make the changes and, upon request, will engage in bargaining with the Union.

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

ARTICLE XVII  
BENEFIT ELIGIBILITY

**Section A.**

Employees with a minimum 50% total (concurrent) appointment of at least four (4) continuous months duration shall be eligible for the Group Health Insurance Plan (medical and prescription drugs), Dental Plan, Vision Plan, University and Optional Group Life Insurance Plan, Dependent Life Insurance, and Legal Plan. In addition, Employees who teach both semesters and average at least a 50% appointment for the academic year shall be eligible for benefits in accordance with Section I below.

**Section B.**

Lecturer Is and Intermittent Lecturers with a minimum 50% total (concurrent) appointment and funding for one (1) full term or at least four (4) continuous months shall be eligible for the Basic Retirement Plan. Lecturers II, III and IV with a minimum 1% appointment and funding of at least four (4) continuous months duration shall be eligible for the Basic Retirement Plan. All Employees with a minimum 1% appointment and funding of at least four (4) continuous months duration shall be eligible for the 403(b) Supplemental Retirement Account and 457(b) Deferred Compensation Plan.

**Section C.**

Lecturer Is with less than two (2) years of service, Intermittent Lecturers, and Employees in the Adjunct series are not eligible for the Long-Term Disability Plan. All other Employees with a minimum 50% appointment and funding of at least eight (8) months duration shall be eligible for the Long-Term Disability Plan or with five (5) years of service and less than a 50% appointment and funding of at least eight (8) months duration.

**Section D.**

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

**Section E.**

Employees shall be eligible for the Business Travel Accident Plan.

**Section F.**

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

**Section G.**

The Employer will not retroactively deny benefit coverage to an Employee who initially received a total appointment of at least 50% but who subsequently received a notice of layoff on or after the first day of the first month of the semester that reduced the Employee's total appointment to less than 50% for that semester. In such circumstances, the Employee's benefits shall terminate at the end of the first month of the affected semester. However, the Employee may be eligible for contributions to health insurance under the Employer Shared Responsibility provisions of the Affordable Care Act and/or COBRA.

**Section H. "Averaging" of Employee Appointments to Maintain "Full-time" Status for Purposes of Determining Medical Plan Premium Rates**

Once per academic year, the Employer will identify benefit-eligible Employees whose appointment effort during the fall and winter semesters averages to at least 75% in both the fall and winter semesters.

By way of example, an Employee with a 100% appointment during the fall semester and a 66.67% appointment in the winter semester would have an average appointment for the fall and winter semesters of 83.35%.

Employees identified under the above provisions in this section will pay the medical premium rates applicable to full-time employees (i.e. those with appointments of 75% or greater) for the entire academic year (September 1 through August 31).

If an Employee identified under the above provisions in this section has a lower percentage of appointment in the fall semester and a higher percentage of appointment in the winter semester, a

lump-sum payment will be made to the Employee during the winter semester to adjust the premium dollars paid by the Employee to reflect the full-time premium rates for the fall semester.

The parties agree that no changes will be made to an Employee's appointment as a result of this section. Appointment effort and salary (including in the M-Pathway system) will continue to reflect the actual work performed in each semester.

### **Section I. "Averaging" of Employee Appointments to Maintain Benefit Eligibility**

Once per academic year the Employer will identify benefit-eligible Employees whose appointment effort during the fall and winter semesters averages at least 50% for the academic year but whose winter semester appointment is below 50% effort.

By way of example, an Employee with a 67% appointment during the fall semester and a 33% appointment in the winter semester would have an average appointment for the fall and winter semesters of 50%. Likewise, an Employee with a 100% appointment in the fall semester and a 25% appointment in the winter would have an average appointment for the fall and winter semesters of 62.5%. These Employees would be benefits eligible under this section.

Employees identified above will pay the medical premium rates in the following manner:

- a. If an Employee has an appointment between 50-74.9% in the fall semester, has an appointment below 50% in the winter semester, and if the two appointments average at least 50% for the academic year, the Employee will be identified as eligible for benefits in the winter semester and will pay the medical premium rates applicable to Employees with appointments of 50% to 74.9% for that term.
- b. Employees who are eligible under Section I and whose fall semester appointment is 75% or higher, will pay the medical premium rates applicable to full-time employees for fall semester. For winter semester during which the Employee has an

## ARTICLE XVII: BENEFIT ELIGIBILITY

appointment below 50%, the Employee will pay the medical premium rates applicable to Employees with appointments of 50% to 74.9%.

In addition, in certain cases where Employees with presumption of renewal have a historical percentage of effort that averages fifty percent or more for that year, but with a 0-49% appointment in the Fall semester, those Employees may request that their UYr, UYrD, or UyrT appointment (and effort) be averaged in order to receive benefits coverage for the Fall semester.

Employees that utilize an approved leave under this contract may carry no effort for a term which could impact their eligibility under this section. An Employee who holds no effort for a term due to an approved leave but receives Employer Contributions for medical and/or dental benefits will be able to continue to receive Employer Contributions in the following term even if they are returning to a benefits ineligible position, including the Summer/Seasonal Benefits Bridge. The Benefits Bridge contained in this contract will not count as an approved leave of absence for the purposes of this provision.

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

### **Section J.**

In certain cases, Employees on unpaid leaves may be eligible for the Employer contribution to their benefits. For more information, see Article XXXI.D, Discretionary Leave Benefit for Long-Term Service and Section E., FMLA Child-Care Extension Leave Benefit.

ARTICLE XVIII  
BENEFIT PLANS

**Section A. General Provisions**

1. Except as specifically enumerated in paragraph 2 below, all benefits covered by this article shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty. Prior to the effective date of this Agreement the Union has had the opportunity to ask for and receive an explanation of the benefit programs and coverage available to Employees. In the event of any significant changes in coverage, the Union will be notified no later than 90 days prior to the effective date of change. Within a reasonable time, the Union may provide feedback to the Employer. The Employer will consider the feedback and respond to the Union, as appropriate. The Employer and Union agree that any description of an individual benefit plan listed below is nothing more than a description of the particular benefit plan that is provided by the Employer as of the effective date of this Agreement. The inclusion of such descriptions in no way limits the ability of the Employer to make changes to any benefits.
  
2. The Employer and the Union expressly agree that the following six (6) items are the only exceptions to the right of the Employer to make changes to any benefit described in this Article. The Employer and the Union expressly agree that the Employer may make changes to any benefit in this Article that is not expressly identified in this paragraph, as provided in paragraph 1 above.

## ARTICLE XVIII: BENEFIT PLANS

- a. The Employer agrees to maintain the Summer Benefits/Seasonal Leave provisions of Article XVIII.B.6. for the duration of this Agreement.
  - b. The Employer agrees to maintain the Fall or Winter Semester Benefits Bridge provisions of Article XVIII.B.7. for the duration of this Agreement.
  - c. The Employer agrees to maintain the provisions of Article XVII, Section H, “Averaging’ of Employee Appointments to Maintain ‘Full-Time’ Status for Purposes of Determining Medical Plan Premium Rates” for the duration of this Agreement.
  - d. The Employer agrees to maintain the provisions of Article XVII, Section I, “Averaging Appointments to Maintain Benefits Eligibility” for the duration of this Agreement.
  - e. The Employer agrees to maintain the contribution limitation set forth in Article XVIII.B.3. below for the duration of this Agreement.
  - f. The Employer agrees to maintain the provisions of Article XVIII.G. for the duration of this Agreement.
3. Matters concerning compliance with the provisions of this Article, and whether or not the Employee has coverage in accordance with terms of any plan, shall be subject to the Grievance and Arbitration Procedures. Service disputes with benefit providers or payers shall not be subject to the Grievance and Arbitration Procedures.
  4. If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for Employees, the Employer may make such adjustments in the Group Health Plan to avoid duplication of benefits.

**Section B. Health Insurance Plan**

1. The Group Health Insurance Plan shall be as provided by the Employer to eligible Employees in the same manner and to the same extent as provided to tenure-track and tenured faculty. Employees may be charged a share of the cost of group health insurance premiums not to exceed the maximum indicated below for the plan and coverage level elected:  
The Group Health Insurance Plan (medical and prescription drug) contains a 4-tier structure of coverage consisting of:
  - i. One adult;
  - ii. One adult plus any number of children;
  - iii. One adult plus one spouse or other qualified adult (OQA; for definition see Appendix A); and
  - iv. One adult plus one spouse or OQA plus any number of children.
  
2. The University contribution for health insurance will be based on the two (2) lowest-cost comprehensive plans and by weighting the premiums based on enrollment. The base premiums will be calculated on actual cost experience. The highest percentage University contribution will be made for Employees, the second highest percentage University contribution for child dependents of Employees, and the third highest percentage University contribution for adult dependents of Employees.

Eligible Employees with appointments of 75% or greater will receive University contributions under the salary bands and formula:



ARTICLE XVIII: BENEFIT PLANS

| <b>Salary Bands</b>  | <b>One Employee</b> | <b>Adult Dependent</b> | <b>Children</b>   |
|--|---------------------|------------------------|-------------------|
| <b>Band 1:</b><br>\$47,300.00 and below<br><br>(1 <sup>st</sup> quartile)    | 93%                 | 66%                    | 75%               |
| <b>Band 2:</b><br>\$47,300.01-<br>\$64,900<br><br>(2 <sup>nd</sup> quartile) | Between<br>93%      | Between<br>57-66%      | Between<br>70-75% |
| <b>Band 3:</b><br>\$64,900.01 and above (3rd & 4th quartile)                 | 90%                 | 57%                    | 70%               |

NOTE: The dollar amounts for each band shown in the table above are for calendar year 2018, and are based on quartiles. The breakpoints from one band to the next may be automatically adjusted each year as salaries change. For the exact amount of the salary bands please go to <https://hr.umich.edu/benefits-wellness/health-well-being/health-plans/rates-paying-health-coverage>.

- University contribution for eligible Employees with appointments of 50% to 74.9% will be 80% of the University contribution percentage applied to Employees with appointments of 80% or more (80% times 93% of the University contribution). All eligible Employees with an appointment of 50% to 74.9% will receive contributions equal to 80% of Band 1 contributions. The Employer may decrease the University contribution percentage applied to

eligible Employees with appointments of 50 to 74.9% from 80% to no less than 75% over the life of the Agreement. Any such reductions are at the sole discretion of the Employer. If the Employer wishes to decrease the contribution percentage to less than 75%, any decrease below 75% would be subject to impact negotiations upon written request of the Union. The request for impact negotiations will in no way limit or delay the Employer's right to decrease the contribution percentage to 75%.

4. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.
5. The co-pay increases for office visits, emergency room visits and prescription drugs shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty.
6. Summer Benefits /Short Work Break
  - a. Employees whose appointments are 50% or more for fall and winter semesters, or who are covered by Article XVII, Section I, and who are participating in the health and/or dental plans shall receive Employer contributions to summer (May 1 through August 31) health and/or dental benefits.
  - b. Employees covered by B.6.a. above and B.6.d. below who are participating in vision, long-term disability, life insurance or legal plan shall have access to vision, long-term disability, life insurance or legal plan coverage during the summer (May 1 through August 31). Employees need not be enrolled in health and/or dental benefits in order to receive this benefit.
  - c. For Employees eligible under Section B.6.a above who are not on University Year appointments,

Employee contributions toward summer health and/or dental benefits coverage will be deducted from the Employee's last paycheck in April unless the Employee notifies the Benefits Office in writing, as provided in the written notification to the Employee, by no later than April 1, that (1) they do not wish to continue health and/or dental benefits during the summer or (2) that they wish to make monthly payments to the Employer during the period May 1 through August 31.

- d. Employees whose appointments are 50% or more for winter, who are participating in the health and/or dental plans, and who will have a benefits-eligible appointment for the following fall semester shall receive Employer contributions to summer (May 1 through August 31) health and/or dental benefits. The Employee must notify the Benefits Office that they wish to continue coverage and must submit by check the full payment for the Employee contributions toward summer benefits coverage by April 24. In the event that the notification of the Employee's eligibility is provided by the academic unit to the Benefits office by April 30, benefits will be made available retroactively once the lecturer's full payment has been received. Payment must be received within five business days of receipt of notice of eligibility.
- e. An Employee will be on a "short work break" without University or Unemployment Compensation during the period of inactive employment (May 1 through August 31).

7. Fall or Winter Semester Benefits Bridge

- a. The provisions of this section apply to Employees in the following academic units: School of Social Work, English Language Institute, Ann Arbor School of

Nursing, and Dearborn College of Education, Health and Human Services. If another academic unit emerges as having Employees with similar regular appointment patterns as those identified above, the parties will meet in Special Conference regarding potential inclusion under this Section.

- b. Employees whose regular appointments are 50% or more for winter semester and spring-summer term, or who are covered by Article XVII, Section I, and who are participating in the health and/or dental plans shall receive Employer contributions to fall semester (September 1 through December 31) health and/or dental benefits.
- c. Employees covered by B.7.a. above and B.7.e. below who are participating in vision, long-term disability, life insurance or legal plan shall have access to vision, long-term disability, life insurance or legal plan coverage during the fall semester (September 1 through December 31). Employees need not be enrolled in health and/or dental benefits in order to receive this benefit.
- d. For Employees eligible under B.7.b above who are not on University Year appointments, Employee contributions toward Fall semester health and/or dental benefits coverage will be deducted from the Employee's last paycheck in August unless the Employee notifies the Benefits Office in writing, by no later than August 1, that (1) they do not wish to continue health and/or dental benefits during the fall semester or (2) that they wish to make monthly payments to the Employer during the fall semester.
- e. Employees whose appointments are 50% or more for spring-summer term, who are participating in the health and/or dental plans, and who will have a

benefits-eligible appointment for the following winter semester shall receive Employer contributions to fall (September 1 through December 31) health and/or dental benefits. The Employee must notify the Benefits Office that they wish to continue coverage and must submit by check the full payment for the Employee contributions toward fall benefits coverage by August 24. In the event that the notification of the Employee's eligibility is provided by the academic unit to the Benefits office by August 25, benefits will be made available retroactively once the lecturer's full payment has been received. Payment must be received within five business days of receipt of notice of eligibility.

- f. An Employee will be on a "short work break" without University or Unemployment Compensation during the period of inactive employment (September 1 through December 31).
- g. Employees whose regular appointments are 50% or more for spring-summer term and fall semester or who are covered by Article XVII, Section I who are participating in the health and/or dental plans shall receive Employer contributions to winter semester (January 1 through April 30) health and/or dental benefits.
- h. Employees covered by B.7.g. above and B.7.j. below whose appointments are 50% or more for spring/summer and fall semesters and who are participating in vision, long-term disability, life insurance or legal plan shall have access to vision, long-term disability, life insurance or legal plan coverage during the winter semester (January 1 through April 30). Employees need not be enrolled in health and/or dental benefits in order to receive this benefit.

- i. For Employees eligible under B.7.g. above who are not on University Year appointments, Employee contributions toward winter semester health and/or dental benefits coverage will be deducted from the Employee's last paycheck in December unless the Employee notifies the Benefits Office in writing, by no later than December 1, that (1) they do not wish to continue health and/or dental benefits during the winter semester or (2) that they wish to make monthly payments to the Employer during the winter semester.
- j. Employees whose appointments are 50% or more for fall, who are participating in the health and/or dental plans, and who will have a benefits-eligible appointment for the following spring- summer semester shall receive Employer contributions to winter (January 1 through April 30) health and/or dental benefits. The Employee must notify the Benefits Office that they wish to continue coverage and must submit by check the full payment for the Employee contributions toward winter benefits coverage by December 15. In the event that the notification of the Employee's eligibility is provided by the academic unit to the Benefits office by December 20, benefits will be made available retroactively once the lecturer's full payment has been received. Payment must be received within five business days of receipt of notice of eligibility.
- k. An Employee will be on a "short work break" without University or Unemployment Compensation during the period of inactive employment (January 1 through April 30).

### **Section C. Group Health Insurance**

The Group Health Insurance Plan includes a medical and prescription drug plan and shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty.

### **Section D. Group Dental Plan**

The Group Dental Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty. Employees shall have a choice of three (3) dental plan options. The University contribution toward dental plan coverage shall be provided in the same manner and to the same extent as provided to tenure-track and tenured faculty. The Employer will automatically enroll Employees who do not elect to opt out or enroll in a dental insurance plan within 30 days of the eligibility date in the University of Michigan Dental Option I plan with Employee only coverage.

### **Section E. Business Travel Accident Insurance**

The Business Travel Accident Insurance Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty.

### **Section F. Long-Term Disability Plan**

The Long-Term Disability Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty.

1. The Employer will pay the entire cost for coverage after the first two (2) years of service up to a base income of \$61,000 per year, which will be indexed each year to the median

university salary as determined by the Benefits office. During the first two (2) years of service the Employee must pay the entire cost for coverage on all base income.

2. An eligible Employee shall receive a disability income which shall be 65% of his or her covered monthly base salary.
3. In the event that cash benefits are received from other sources as set forth in the Plan, the disability income set forth in paragraph 2 above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the Employee's monthly base income and never more than the maximum monthly benefits payable as set forth in the plan.
4. For each month that a disability income is received, Retirement Plan, Group Life Insurance, Dental Insurance Plan, and Health Insurance Plan contributions shall be made by the University as provided in the Long-Term Disability Plan.
5. Consistent with the terms of the Long-Term Disability Plan, when an Employee is first eligible for the Plan in accordance with Article XVII.C., they will have thirty (30) days to enroll in the Plan without providing satisfactory evidence of insurability; eligible Employees who enroll after the thirty (30) day period must provide satisfactory evidence of insurability.
6. In order to be eligible to apply for benefits under the Long-Term Disability Plan, an Employee must participate with the University's Work Connections program for assistance with management of any serious illness or injury.
7. When an Employee will be applying for the Long-Term Disability benefit, the Employer, the Union, and the Employee will meet in Special Conference to discuss the application



timeline, the Employee's remaining sick pay, and benefit coverage options.

### **Section G. Retirement Plan**

The retirement program, including the age and years of service requirement, shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty. The Employer expressly retains the right to change the amount of its contribution to the cost of healthcare for current Employees upon their retirement. It is understood that the retirement plan may be amended, except that the following, consistent with the terms of the Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAA) or Fidelity Investments retirement plan, shall not be changed during the term of this Agreement.

1. Earnings eligible for University and Employee contributions toward the retirement plan shall be determined by the Employee's salary, including overload appointments but excluding additional forms of pay such as, although not limited to, additional pay, and administrative differentials.
2. Prior to the Employee completing 12 consecutive months of service<sup>1</sup> eligible for participation in the retirement plan, the Employee may contribute an amount equal to five (5) percent of earnings each month, and the Employer will not contribute. After completing 12 consecutive months of service eligible for participation in the retirement plan, the Employer will contribute an amount equal to ten (10) percent of

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<sup>1</sup> For Employees whose regular appointment is for the academic year, 12 consecutive months of service is defined as fall and winter semesters including spring/summer short work break. For example, a Lecturer I who starts teaching September 1 and also teaches in the winter term will be eligible for the Employer retirement contribution starting September 1 the following year.

an Employee's earnings each month that the Employee contributes five (5) percent of earnings.

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

#### **Section H. Group Life Insurance**

During the term of this Agreement, the University Life Insurance Plan and the Optional Life Insurance Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty. Newly hired or newly eligible Employees will be enrolled in the University Life Insurance Plan for \$30,000 in coverage at no cost to the Employee. If enrolled in the University Life Insurance Plan and the Employee requests additional life insurance coverage, the Optional Life Insurance Plan is available. The amount of life insurance coverage elected by an Employee under the Optional Life Insurance Plan may range from \$5,000 at the minimum to an amount equal to eight (8) times the Employee's salary (1.5 million dollar maximum).

The cost of the Optional Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. The Employee will pay

the full cost in the same manner and to the same extent as provided to tenure track and tenured faculty. The Dependent Life Insurance Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty. When the Employee is enrolled in the University Group Life Plan, the Employee may elect to provide Dependent Life Insurance

**Section I. Other Benefits**

The Legal Plan and Vision Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure-track and tenured faculty.

**Section J. Bridging Eligible Service Periods For Retirement With Benefits**

1. A reduction in an appointment effort below 50% will be counted as eligible service to retire with medical, pharmacy, dental, and life insurance benefits and to maintain continuity of service accrual provided that:
  - a. The individual had an appointment eligible for service accrual to retire with medical, pharmacy, dental, and life insurance benefits prior to the reduction in effort;
  - b. The reduced appointment effort is less than 50% but greater than 0%;
  - c. The duration of the reduction in appointment is less than one (1) year;
  - d. The individual returns to an appointment eligible for retirement with medical, pharmacy, dental, and life insurance benefits service accrual following the reduction.
  
2. If the duration of the reduction is one (1) year or greater, the service during the reduction below 50% will not be

credited as accrual toward meeting the eligibility to retire with medical, pharmacy, dental, and life insurance benefits. Eligible service accrued prior to the reduction will be added to an eligible service period that follows the reduction period provided that:

- a. The individual had an appointment eligible for retirement with medical, pharmacy, dental, and life insurance benefits service accrual prior to the reduction in effort;
- b. The reduced appointment effort is less than 50% but greater than 0%;
- c. The duration of the reduction in appointment is less than five (5) years;
- d. The individual returns to an appointment eligible for retirement with medical, pharmacy, dental, and life insurance benefits service accrual following the reduction.

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

ARTICLE XIX  
PERFORMANCE EVALUATION

**Section A. General Provisions**

1. There are four (4) types of evaluation: interim reviews, major reviews, continuing reviews and remediation reviews. Interim reviews are conducted no more than once per year, and at minimum, by no later than the end of the fifth semester (i.e. fall or winter) of appointment. Major reviews are conducted in accordance with the schedule set forth in Article XI.B. Continuing reviews are conducted prior to the end of the five-year appointment that follows the successful completion of the second major review and every seven years thereafter. A remediation review is conducted following an unsuccessful continuing review. Reviews will be of an Employee's performance based on the job description given in their appointment letter and other assigned duties and in accordance with procedures and criteria set forth in this article.
2. Except as provided in Section G. below, allegations of procedural violations of this article shall be subject to Article X., Grievance and Arbitration Procedure. An arbitrator reviewing procedural violations shall have the authority to order the Employer to redo the procedure.
3. Each academic unit will establish and distribute written procedures and criteria for interim reviews, major reviews, and continuing reviews, and procedures for the remediation reviews (if applicable) including procedures for classroom observations, if observations are to be part of a review process. New Employees shall receive this information upon commencement of their initial appointment. The Employee scheduled for a review shall be notified in the semester prior

to the semester of the review of the date(s) by which the Employee must submit materials required for a review.<sup>1</sup>

4. If an academic unit uses specific measures or benchmarks of evidence to assess performance, the academic unit will inform the Employee in writing of the specific measures or benchmarks by July 1 for the upcoming academic year.
5. Except where specified in the Agreement, the academic unit will determine the frequency of, the manner of, and the Employee's responsibilities in evaluations. Process and procedure of evaluation will be consistent with commonly accepted standards within The University of Michigan for evaluating teaching.
6. In addition to providing feedback as a part of the review procedures set forth in this Article, if an academic unit has concerns about the performance of an Employee at any time, the unit shall share those concerns in a timely way with the Employee.
7. Academic units shall give Employees complete copies of student evaluations, including statistical summary sheets, if available, within a reasonable time frame. If distribution of evaluations is by paper copies, the units will give paper copies to the Employees at no charge. If distribution is electronic, Employees shall be notified of the availability of on-line copies.
8. In any review, student evaluations shall not be the sole measure of teaching performance. A small amount of negative student evaluations shall not in and of itself constitute grounds

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<sup>1</sup> If the Employee is to submit major review materials in the fall term, the academic unit will notify the Employee during the previous winter term. If the Employee is to submit materials in the winter term, the academic unit will notify the Employee during the previous fall term.

## ARTICLE XIX: PERFORMANCE EVALUATION

for an unsuccessful review. Low student response rate shall also not in and of itself constitute grounds for an unsuccessful review.

9. If classroom observations are a part of the academic unit's review materials, the academic unit will contact the Employee to schedule the observation. If the observation is part of the review, prior to the observation the Employee may also provide to the observer the framework, plan, and intent of the class. If the academic unit prepares a written report of the classroom observation, the academic unit will provide a copy of the report to the Employee, in response to which the Employee may provide, in a timely way, additional written information or reflections about the class that was observed. The Employee's response, if any, will be appended to the observation report and provided to the person or committee conducting the review. Observations shall be for full class periods, unless otherwise agreed to by the observer and the Employee. If the unit intends to videotape the class, faculty and students will be given at least one week's notice. Nothing in this section shall limit the ability of an academic unit to supervise Employees, or to informally observe an Employee's class.
10. Within any academic unit, all evaluations in a given academic year will involve the application of consistent criteria and procedures for all Employees. Employees will be notified of changes in evaluation criteria or significant changes in procedures by July 1 for the upcoming academic year.
11. Evaluation of the Employee's performance shall typically involve consideration of more than one source of evidence of performance, which may include but is not limited to, those listed in D.6. or E.3. below.

12. An isolated incident, standing alone, shall not be considered as evidence of a pattern in the evaluation of an Employee's performance.
13. In the event that an Employee, at the request of the academic unit, accepts an additional teaching assignment on short notice or outside of the Employee's regular area of teaching, this context shall be included in the evaluation of such work.
14. Employees shall be notified in a timely way of the identities of individuals involved in their review. Employees with concerns regarding possible bias on the part of individuals involved in their review must submit their concerns in writing prior to the beginning of the evaluation. Such statements will not be part of the evaluation but will be kept on file with the evaluation.
15. When an Employee routinely teaches in more than one academic unit, at the request of the Employee or either academic unit, the units shall meet to determine the review criteria, procedures, and timelines that will apply to the Employee's review no later than the end of the second semester of routine teaching in the second academic unit.
16. Written evaluation review reports shall be, to the extent possible, consistent with evaluative feedback given to the Employee during the review process. Should the Employee receive feedback during the review process that is substantially inconsistent from the feedback received in the written reports, the Employee can request clarification from the academic unit regarding the inconsistency. In the case of such a request, the academic unit will provide written clarification, to which the Employee may respond in writing in a timely way. In no case shall this provision be used to interfere with or delay the review process.



17. Employees shall not be required to resubmit student evaluations and classroom observation reports in a major review.
18. The Employee may submit a timely response to any review, and that response shall be included in their personnel file, consistent with Article XXIII., Personnel Records.

**Section B. Annual Report**

1. Once per academic year, each academic unit will notify Employees of their obligation to submit an annual activity report and the date such report is due according to the specifications provided by the academic unit's guidelines. The annual report will identify and summarize the Employee's performance and achievement relevant to their assigned duties during the past year.
2. Annual reports submitted by an Employee during the time period covered by a review will be considered during that review. If, based on any annual report, the academic unit believes improvement is needed in one or more areas, the academic unit shall provide written feedback on an Employee's annual report.
3. An Employee who fails to submit an annual report in a timely manner may, at the discretion of the academic unit, be denied the annual increase provided in Article XV.A.3. as follows:
  - a. The academic unit shall provide the Employee with written notice via email of its intent to deny the annual increase;
  - b. Within seven (7) days of the date of the written notice, the Employee may submit the annual report and/or provide the academic unit with an explanation of their failure to submit the annual report;

- c. After considering any explanation provided by the Employee, the academic unit will confirm in writing its final decision with respect to the annual increase.
4. All Employees who work during any part of the annual report period shall be required to submit an annual report, with the exception of Employees who are resigning or retiring from the University before the next Fall or Winter semester.

### **Section C. Interim Reviews**

Following initial appointment as a Lecturer I or III, by no later than the end of the fifth semester (i.e. fall or winter)<sup>2</sup> of the appointment, the academic unit shall conduct an interim review of the Employee that will be based, at a minimum, on the Employee's annual reports, student evaluations, and the syllabi or other equivalent course materials developed by the Employee according to the criteria in D.3. below. At the discretion of the academic unit and with notice to the Employee, other factors may be considered subject to the provisions in Section A. above. This interim review will result in timely written feedback to the Employee. If the interim review identifies areas in need of improvement, upon request of the Employee, the supervisor or designee shall meet with the Employee to discuss those areas and suggestions for improvement. The written feedback, including any clarification by the academic unit and any response by the Employee as set forth in A.16. above, will be considered during the Employee's subsequent major review.

### **Section D. Guidelines for Major Reviews**

1. Standards for reappointment involving major reviews as defined in Article XI., Appointments, Major Review, and Renewal, will be set by each academic unit.

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<sup>2</sup> For Employees covered by Article XI.A.10., spring-summer shall also be included in the determination of the timing of an Interim Review.

## ARTICLE XIX: PERFORMANCE EVALUATION

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

5. A thorough assessment of review materials will be conducted and a written summary of the evaluation will be provided to the Employee and placed in the Employee's personnel file. If written clarification is sought and obtained under Section A.16. above, such documents will be attached to the review summary.
6. At a minimum, major review items shall include:
  - a. Course materials;
  - b. Evidence of teaching performance;
  - c. Student evaluations and the Employee response to these evaluations, if any;
  - d. Review of instructional and non-instructional obligations (e.g. grading, delivery, course design, student interaction);
  - e. Annual reports and any written feedback to those reports given previously to the Employee;
  - f. Interim reviews (if applicable).
7. Major Review Following an Unsuccessful Major Review:
  - a. A major review will be conducted at the conclusion of a remediation period following the unsuccessful major review.
  - b. A remediation will be overseen by the Employee's supervisor or designee who will work with the Employee during the course of the remediation period. The supervisor may designate other Unit members as resources to work with the Employee during the remediation. A written remediation plan will guide the remediation. The Employee may seek Union representation during the creation of the remediation plan.
  - c. In the final semester of the remediation period, or sooner, if both the Employee and the academic unit have agreed to conclude the process early, the Unit will complete a major review in accordance with the guidelines above.

- d. The outcomes of the major reviews will follow in accordance with Article XI.B.

**Section E. Continuing Review**

- 1. Employees who have successfully completed two major reviews as described in Article XI shall undergo a continuing review prior to the conclusion of the five year appointment following the second major review and occurring every seven years thereafter.
- 2. The continuing review will be conducted to advance the professional growth of the Employee.
  - a. Criteria will be consistent with the written criteria and standards for reviews as described in Section D. above, and as further specified by the academic unit.
  - b. If the continuing review does not satisfy the criteria as described in Section D above, remediation will occur in accordance with Section F. below.
- 3. Academic units will base the continuing review on the following materials, which they will have collected during the term of the Employee's current appointment:
  - a. Annual reports and written feedback to those reports given previously to the Employee by the academic unit;
  - b. Course materials;
  - c. Student Evaluations (written or through less formal means) and the Employee's response to these evaluations, if any;
  - d. Review of applicable administrative and/or service duties;

- e. Any feedback provided to the Employee pursuant to Section A.6. above;
  - f. In addition, the academic unit may require a brief statement by the Employee that reflects on the Employee's performance since their last review and growth in pedagogy, teaching, service (if applicable), outlining challenges and triumphs, and, most importantly, future directions, including a discussion of plans and resources. The academic unit will inform Employees of any specific requirements for the statement.
4. A written summary of the continuing review, including recommendations for continued professional growth, along with a list of resources, if applicable, shall be provided to the Employee. The Employee may request to meet with the supervisor to discuss the review and plans for continued professional growth. If written clarification is sought and obtained under Section A.16. above, such documents will be attached to the review summary.
5. If an Employee's continuing review is successful, the Employee will receive an ongoing appointment subject to continuing reviews every seven years in accordance with Article XI.B.2.f.ii.a. or XI.B.4.d.ii.a., as applicable.
6. If an Employee's continuing review does not satisfy the criteria as described in Section D above, the Employee will be given a one-year terminal appointment, or at the academic unit's discretion, a two-year terminal appointment, at the outset of which a team will be assembled to address the problems identified in the review. The team shall consist of the Employee's supervisor or designee, a representative of the academic unit who has had no prior direct involvement in the review

in question, and the Employee. The Employee may have a representative from the Union present to advise them on the content of the remediation plan.

7. The team will develop a written remediation plan, which will include but is not limited to the following:
  - a. Areas of Employee performance in need of improvement;
  - b. Specific performance expectations;
  - c. Steps of remediation and timelines for improvement;
  - d. Appropriate resources.
8. Both Academic Human Resources and the Union will receive copies of the remediation plan.
9. Once the Employee's remediation plan is finalized, the terminal appointment period shall be referred to as the remediation period.
10. At the conclusion of the remediation period, or sooner as provided in Section F.3. below, the Employee will undergo a Remediation Review, as specified in Section F. below.

### **Section F. Remediation Reviews**

1. A remediation review will be conducted at the conclusion of a remediation period following the continuing review.
2. A remediation will be overseen by the Employee's supervisor or designee who will work with the Employee during the course of the remediation period. Others, including the other member of the team that developed the remediation plan, may also be identified by the remediation plan as resources to work with the Employee during the remediation.

3. In the final semester of the remediation period, or sooner if both the Employee and the academic unit have agreed to conclude the process early, the supervisor or designee, and the Employee will review the Employee's progress in fulfilling the terms of the remediation plan. The supervisor or designee will then write a remediation review report regarding the Employee's progress in meeting the remediation plan objectives. This remediation review report will recommend the outcome of the remediation. A copy of the report will be provided to the Employee. The Employee may provide a response to the report, including a self-assessment of their progress, which will be appended to the report. The report, and a response, if any, will go to the Employee's academic unit for a decision on the outcome of the remediation.
4. This remediation review will be confined to the problems specified in the remediation plan. Newly identified problems, if any, may be addressed informally, or in a subsequent remediation plan, or through the provisions of Article XX., Discipline and Dismissal.

In the event that the Employee's academic unit determines that a failure of remediation review rises to the level of a cause for non-reappointment, the Employee will not be reappointed beyond the remediation period. The Union may choose to appeal the decision to the Provost pursuant to the alternative appeal process defined in Section G. below. If the Union chooses to appeal under Section G., neither the Union nor the Employee may file a grievance challenging any aspect of the remediation or non-reappointment.

### **Section G. Alternate Appeal Process for Unsuccessful Remediation Reviews**

1. The Union may submit a written appeal of a remediation review decision that results in non-reappointment within 60 days of the receipt of the decision. The appeal shall be



submitted to the Provost of the Employee's campus, and copies shall be provided to the academic unit, the Dean, and Academic Human Resources. The written appeal shall state, with specificity, the Union's basis for the appeal.

2. The Provost shall consider the record, which includes the previous continuing review materials and reports, as well as those of the remediation review, with all attendant Employee responses appended. This review will include the issues raised by the Union in its written appeal. The Provost may make further inquiries as deemed appropriate by the Provost.
3. When the Provost's review of the appeal is complete, the Provost shall issue a written decision to the Employee, the Union, and the academic unit. The Provost may allow the decision giving rise to the appeal to stand, may overturn it, or may return the matter to the academic unit to redo the procedure. If the Provost returns the matter to the academic unit to redo the procedure and the subsequent academic unit decision remains unsatisfactory to the Union, the Union may file a second appeal under this section. In the event of such a second appeal, the scope of issues under review will be limited to those events and decisions arising after the return of the matter to the academic unit. If the Provost overturns the decision giving rise to the appeal, the Provost shall specify the length of the period of reappointment to seven years.
4. The decision of the Provost to overturn or to uphold the non-reappointment is binding on the academic unit, the Employee and the Union with respect to the non-reappointment decision being appealed. If the Provost upholds the decision of the academic unit for non-reappointment, the Union may grieve the decision solely and exclusively on the grounds of an alleged procedural violation of this section. If such a grievance is filed, the authority of the arbitrator shall be limited to

ordering the Provost to redo the process set forth in this section.

ARTICLE XX  
DISCIPLINE AND DISMISSAL

**Section A. General Provisions**

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

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

**Section B. Remediation Plan**

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

1. The supervisor shall discuss the matter with the Employee, indicate the problem(s), articulate the performance expectations and time frames, and, where applicable, identify appropriate resources.
2. If a remediation plan is appropriate, the supervisor, working with the appropriate academic resources

(e.g., CRLT), shall provide the Employee with a written remediation plan that sets forth the required areas of improvement and a reasonable time period within which the improvement shall be accomplished.

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

### **Section C. Procedure For Discipline Or Dismissal**

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

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

### **Section D. Review Conference**

1. A Review Conference committee will be appointed by the Employer to review issues of misconduct or unsatisfactory performance.

## ARTICLE XX: DISCIPLINE AND DISMISSAL

2. In cases of unsatisfactory performance where the quality of teaching is at issue, the Review Conference shall be conducted by a committee including a majority of academic appointees with knowledge of the Employee's field of expertise.
3. At the Review Conference the Employee and/or Union representative shall be entitled to speak on the Employee's behalf and to provide any supporting documentation. The Employee shall also be allowed no more than two (2) people to speak on their behalf during the conference. If the involved Employee fails to respond, the Employer will make a decision based upon available information.
4. Subsequent to the Review Conference and after consideration of the facts, the Committee will further review disciplinary options, conduct additional investigation as may be needed, and make a recommendation to the Employer regarding appropriate action.
5. The Employer will inform the Employee and the Union of its decision in a timely manner.
6. In the case of serious misconduct on the part of an Employee, a suspension (i.e., interruption of active employment and removal of the Employee from the workplace), with or without pay, may occur, pending the scheduling of a Review Conference preparatory to a decision about the extent of appropriate disciplinary action, if any, to be taken.
7. All participants in the Review Conference shall maintain confidentiality of the case under consideration.

### **Section E. Written Notice of Action**

1. In a timely manner as indicated in D.5. above following the Review Conference, a Written Notice of the result of the disciplinary review and the action being taken, if any, and the effective date of the action

will be mailed to the Employee and the Union. This Written Notice shall include a summary of the reasons for the action being taken.

2. The Employer's action may not include discipline more severe than that described in the written Notice of Intent; however, the Employer may reduce such discipline without the issuance of a further written Notice of Intent.

ARTICLE XXI  
HARASSMENT

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

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

ARTICLE XXII  
HEALTH AND SAFETY

**Section A.**

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

**Section B.**

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

**Section C.**

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

**Section D.**

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

**Section E.**

If an Employee believes an unsafe condition exists, they should report it to an appropriate administrator in the employing academic unit, or, if they are not immediately available, contact Campus Safety. The Employer shall promptly investigate and take measures to ensure the safety of the



Employee. During the period of any such investigation by the Employer, the Employee's work assignment will be modified so as not to expose them to the allegedly unsafe condition.

**Section F.**

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

ARTICLE XXIII  
PERSONNEL RECORDS

**Section A.**

The Employer will maintain personnel records for each Employee. The records shall include documents pertaining to job performance, professional achievement, and awards. The Employee shall have the right to add material to their personnel record, including but not limited to documentation of service or professional awards, nominations, or achievements.

**Section B.**

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

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

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

**Section C.**

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

**Section D.**

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

**Section E.**

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

ARTICLE XXIV  
PROFESSIONAL DEVELOPMENT

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

**Section A. Equal Access to University Professional Development Activities**

All Employees shall have:

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

**Section B. Equal Access to Support**

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

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

2. Employees on the Dearborn campus are eligible to apply for HUB grants, including but not limited to HUB's Creative Teaching Fund and Assessment Grant.

3. Employees on the Flint campus are eligible to apply for TCLT grants, including but not limited to TCLT’s Faculty Development Teaching Grants, Lilly Conference Funding, and Teaching Circles.

In the context of TCLT’s Faculty Development Grants, the definition of “eligible” is: “eligible lecturers are expected to have a continuing appointment with the university” and “have an active teaching appointment” in the semester the grant is applied for.

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

**Section C. Lecturer Professional Development Funds**

For the 2021-22, 2022-23, and 2023-24 academic years, the annual level of funding for the Lecturer Professional Development Fund on each campus shall be no less than the following:

|            |          |
|------------|----------|
| Ann Arbor: | \$38,000 |
| Dearborn:  | \$23,000 |
| Flint:     | \$23,000 |

Unused funds will be rolled over into the following year.

For the 2022-2023 and 2023-24 academic years, the level of funding for the lecturer Professional Development Fund on each campus shall increase by \$1500 each year.

All Employees not on full layoff at the time the application is submitted shall be eligible to apply for grants from the Lecturer Professional Development Fund. Grants from the Fund shall not exceed \$1,500 for any Employee in an academic year. Employees already eligible for existing professional development funding in their academic units shall apply first to the academic unit before applying to the Lecturer Professional Development Fund.

Decisions about the distribution of funds shall be made by a committee on each campus, which will review applications no less than five (5) times per year. The committee will meet and provide a new draft schedule for applications no later than January 1, 2022, to the Union, and the Union shall be given an opportunity to provide input. The membership of each committee shall be determined by the Provost at that campus and will include one or more Employees. The committees will develop criteria, policies and procedures for administering the fund on their respective campuses, consistent with University business procedures.

Employees will have the ability to apply more than once in an academic year, provided the total individual amount has not been reached.

If a committee decides to change existing criteria, the committee shall provide to the Union a draft of the proposed changes, and the Union shall be given an opportunity to provide input. At the end of each academic year, the committees shall provide to the Union an accounting of the dispersal of funds.

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

#### **Section D. Current Practice**

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

#### **Section E. Additional Opportunities**

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

ARTICLE XXV  
COLLEGIATE LECTURER PROGRAM

**Section A. Establishment of Collegiate Lecturer Program**

1. Effective September 1, 2011, the Employer shall establish a Collegiate Lecturer Program on each campus.
2. Effective September 1, 2018, the criteria will be changed as outlined below, and the first cohort under the revised criteria shall be appointed for the 2018-19 academic year in Flint and in Dearborn and in 2019-20 in Ann Arbor.

**Section B. Eligibility<sup>1</sup>**

The following Employees will be eligible for nomination as a Collegiate Lecturer:

1. The Employee is a Lecturer II or Lecturer IV;
2. The Employee has been employed as an Employee for at least ten (10) years at the time they are nominated;
3. The Employee has successfully completed two (2) major reviews at the time they are nominated;
4. The Employee is not on full layoff at the time they are nominated.

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<sup>1</sup> An Employee cannot be both an LSA Senior Lecturer and a LEO Collegiate Lecturer. If a current LSA Senior Lecturer were to be selected as a Collegiate Lecturer, they would need to relinquish the Senior Lecturer designation before accepting.

**Section C. Criteria**

1. The provost's office at each campus will establish criteria to be used in the selection of Collegiate Lecturers, which will be primarily based on:
  - a. exceptional teaching (for Lecturer IIs) or
  - b. exceptional teaching and/or exceptional service or other contribution to the University (for Lecturers IV).
  
2. Each provost's office will share a draft of the revised proposed criteria with the Union for input, and a final copy of the criteria will be provided to the Union.

**Section D. Nomination and Selection Procedures**

1. The nomination and selection procedures for Collegiate Lecturers will be determined by the provost's office at each campus. Such procedures will include, at minimum:
  - a. A process by which academic units may nominate eligible Employees for the Collegiate Lecturer title;
  - b. A procedure by which an Employee, once selected as a Collegiate Lecturer, may suggest a modifier for the title of Collegiate Lecturer that honors a former University faculty member, including Lecturers, who has made outstanding contributions to the academic unit, discipline, or University;
  - c. A statement that Collegiate Lecturer appointments will be made once per academic year.
  
2. Each provost's office will share a draft of the proposed nomination and selection procedures with the Union for input, and a copy of the final nomination and selection procedures will be provided to the Union.



**Section E. Number of Collegiate Lecturer Appointments**

1. Each academic year, there may be two (2) appointments made in Flint, two (2) in Dearborn, and up to four (4) in Ann Arbor. In Flint and Dearborn, one (1) award shall be for an LIV and one (1) award for an LII. In Ann Arbor, two (2) awards shall be for Lecturer IIs, and two (2) awards shall be for Lecturer IVs.
2. If a campus does not appoint the full number of Collegiate Lecturers permitted by this section in a given academic year, an amount equal to the annual award described in Section G.3. below that is not provided to a new Collegiate Lecturer shall be added to the campus-level professional development fund described in Article XXIV.C. for that academic year.

**Section F. Collegiate Lecturer Title**

1. An Employee who is selected as a Collegiate Lecturer will:
  - a. retain their title as a Lecturer II or IV;
  - b. also hold the honorific title of “Collegiate Lecturer.”
2. As specified in each campus’s procedures, a Collegiate Lecturer may suggest a modifier for the title of Collegiate Lecturer that honors a former University faculty member, including Lecturers, who has made outstanding contributions to the academic unit, discipline, or University.
3. A Collegiate Lecturer will ordinarily hold the honorary title of “Collegiate Lecturer” throughout their career as a Lecturer at the University. If the Employer believes there is reason to remove the honorary title, the procedures set forth in Article XX shall be followed prior to removal of the title. For purposes of Article XX, removal of the honorary Collegiate Lecturer title shall be considered a form of discipline.

4. Upon retirement, an Employee who holds the honorary title of “Collegiate Lecturer” will be given the honorary title of “Collegiate Lecturer Emeritus.”

In addition to the other benefits which are provided to all Employees who retire from the University, a Collegiate Lecturer Emeritus shall be entitled to receive the package of computing services that is provided to emeritus or emeriti faculty who retired at the same time as the Collegiate Lecturer Emeritus.

### **Section G. Award**

1. Collegiate Lecturers will receive a monetary award as specified in this section.
2. The specific award amount and duration of the award will be determined by the provost’s office of each campus at the same time as the nomination and selections procedures described in Section D. above and subject to the minimums provided in Section G.3. below.
3. For at least the first two years as a Collegiate Lecturer an Employee will receive an annual lump-sum payment of at least \$1,000 to support teaching and professional development.

ARTICLE XXVI  
FACULTY SUPPORT

**Section A.**

All academic units that have an electronic faculty directory shall list all Employees in the unit in that directory. The information shall include, at a minimum, the name, title, and contact information (e.g. email, phone number, office address) if that information is provided for tenured and tenure-track faculty. For newly hired Employees, the academic unit shall post this information within two weeks of the first semester of employment.

**Section B.**

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

**Section C.**

Departments will make arrangements for Employees to obtain texts when provided free of charge by the publisher. Any instructional materials required by the department for a course being taught by the Employee or required or recommended for students taking a course will be provided at no cost to the Employee.

**Section D.**

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

1. New Employee Orientation and/or the name and contact information of a person in the unit to whom they may direct questions regarding their appointment;

2. Office and desk space, telephone, and answering equipment;
3. A computer that is connected to the internet;
4. Storage space;
5. Office, laboratory, and instructional equipment;
6. Mailbox;
7. Office supplies;
8. Text, and/or reading materials;
9. Photocopying equipment;
10. Email account.

**Section E.**

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

**Section F.**

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

**Section G.**

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

ARTICLE XXVII  
POSTING, HIRING, AND NOTIFICATION

**Section A. Posting**

1. Posting Procedures

All appointment opportunities shall be posted on the Employer's Human Resources website. All Employees, including all Employees on layoff, in the academic unit shall be notified of all such appointment opportunities in accordance with Article XII.E.5.

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

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

2. If no current Employee meets the required qualifications of a job description for a Lecturer III position, an applicant hired to that position must meet all required qualifications of the job description not met by those currently employed.

3. Exceptions to Posting Procedures

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

**Section B. Hiring and Notification**

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

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

1. Title;
2. Name of employing academic unit;
3. Duration of employment;
4. Name of department chair, program head, or other person to whom the Employee reports;
5. Percentage of effort and salary;
6. Information regarding benefit eligibility;
7. A description of the appointment and general responsibilities;

**ARTICLE XXVII: POSTING, HIRING, AND NOTIFICATION**

8. The relevant statement required under Article IV, Authorization for Payroll Deduction of Union Dues and New Hire Reporting, as well as the Authorization for Payroll Deduction of Union Dues card.

## ARTICLE XXVIII WORKLOAD

### **Section A.**

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

### **Section B.**

Each School or College shall publish current workload standards for full-time equivalent employment for each Lecturer title employed by that unit no later than January 1, 2022. If an individual academic unit calculates effort in a manner different from what is stated in the general School or College workload standards, the unit will publish their effort calculations no later than January 1, 2022.

IMPLEMENTATION: In no case shall Employee workload increase as a direct result of implementation of this section.

### **Section C.**

The academic unit may continue and/or establish course credit equivalencies as appropriate and shall define and publish their course credit equivalencies. Academic units that currently have course credit equivalencies will publish them no later than January 1, 2022. Academic units that establish course credit equivalencies will publish them by July 1 for the following academic year. Such course credit equivalencies include but are not limited to the estimation of percent effort for specific courses and the calculation of course credit equivalencies (or other calculation) for other assigned duties. Except as provided in Section D. below, such course credit equivalencies shall be applied consistently to all Employees in the academic unit.



**Section D.**

In those circumstances where the assigned percentage of effort for specific course(s) for an individual Employee as of July 1, 2010, exceeds the standard percentage of effort for the specific course(s) in the academic unit (based on the academic unit's workload standard), this variance:

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

**Section E.**

In the event the Employer proposes to make substantive changes to the current workload standard for an academic unit, the Employer will provide notice of the intent to the Union to make the changes by no later than March 1 for the following academic year and establish and publish the revised workload standard by no later than July 1 for the following academic year. If the revised workload standards deviate significantly from previous standards within the unit, the Union may request impact negotiations to address the issue.

**Section F.**

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

ARTICLE XXIX  
CONFLICTS OF INTEREST AND CONFLICTS OF  
COMMITMENT

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

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

**Section A. Conflicts of Interest**

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

**ARTICLE XXIX: CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT**

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

potential conflict. If the academic unit determines that management or elimination of the potential conflict is necessary, the academic unit will develop a conflict management plan in consultation with the Employee. The Employee must abide by the terms of the plan; failure to do so may be cause for discipline or dismissal.

### **Section B. Conflicts of Commitment**

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

**ARTICLE XXIX: CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT**

not be considered relevant in performance evaluations.

5. Except as provided under paragraph 6 below, outside employment undertaken by Employees with appointments of less than .80 FTE, and other external unpaid obligations undertaken by all Employees need not be disclosed.
  
6. If the academic unit has reason to believe that an Employee's outside employment or other external unpaid obligations are negatively affecting the Employee's performance of their obligations to the University, or are interfering with the Employee's availability to perform their assigned duties, the academic unit may require the Employee to remedy the situation. Failure on the part of the Employee to remedy the situation may be cause for discipline or dismissal in accordance with Article XX., Discipline and Dismissal.

ARTICLE XXX  
TEMPORARY SUBSTITUTE TEACHING

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

ARTICLE XXXI  
LEAVES OF ABSENCE WITHOUT PAY AND  
FMLA CHILD-CARE EXTENSION LEAVE BENEFIT

**Section A. Leaves of Absence Without Pay**

Employees will be granted unpaid leaves of absence subject to the conditions described below. Except as specified below, the maximum duration of any such leave of absence will not exceed one (1) year or the previously established appointment end date<sup>1</sup>, whichever occurs first. The parties agree that a one-year leave of absence for an Employee on a multiple-year appointment will be granted with the expectation that the Employee will be returning from the leave. In unusual circumstances, an academic unit may agree to an unpaid leave of absence lasting longer than one (1) year.

**Section B. Non-Discretionary Leaves**

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

1. Personal Medical:

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

- a. To be eligible for a Personal Medical Leave of Absence, an Employee shall provide documentation of disability acceptable to the Employer. Such documentation shall specify the diagnosis necessitating the Leave, the date on which the disability began, and the probable duration of disability.
- b. An Employee returning from a Personal Medical Leave of Absence may be required to provide

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<sup>1</sup>Practically speaking, a leave of absence may extend beyond an appointment end date provided that the Employee has been reappointed or renewed for any period immediately following that appointment end date.

medical documentation acceptable to the Employer that contains a release to return to work, noting any restrictions.

- c. Prior to the Employee's return to work, the Employer may require, without cost to the Employee, that a physician or physicians of its choosing examine the Employee and provide evidence of ability to return to work that is acceptable to the Employer.
  - d. Time spent on a Personal Medical Leave of Absence may be counted as part of leave available under the Family and Medical Leave Act.
2. Child Care:  
Within the twelve (12) month period following the birth of the Employee's child or the Employee's adoption or assumption of foster care placement of a child or legal guardianship for a minor under the age of six (6), or a disabled child under the age of twelve (12), an Employee, upon written request, shall be granted a Child Care Leave of Absence for up to one (1) year. Time spent on a Child Care Leave of Absence may be counted as part of leave available under the Family and Medical Leave Act.

3. Family Medical:  
An Employee who is eligible to request leave under the Family and Medical Leave Act of 1993 ("FMLA") and who is unable to work because they need to care for a family member (as defined below) who has a serious health condition under the FMLA will be granted a Family Medical Leave of Absence of up to twelve (12) weeks, or the previously-established appointment end date, whichever occurs first.

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



**ARTICLE XXXI: LEAVES OF ABSENCE WITHOUT PAY AND FMLA CHILD-CARE EXTENSION LEAVE BENEFIT**

See Appendix A, Definitions, for details on the FMLA, and the criteria for eligibility to request leave under the FMLA.

A “Family Member” is defined as the Employee’s spouse or Other Qualified Adult (“OQA”); and the child, sibling, parent, or grandparent of the Employee, the Employee’s spouse, or the Employee’s OQA; or other related individual whose care is the responsibility of the Employee, spouse, or OQA.

4. Military Service:

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

5. Government Service:

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

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

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

### **Section C. Discretionary Leaves**

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

1. Personal:

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

2. Scholarly:

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

3. Educational:

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

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

### **Section D. Discretionary Leave Benefit for Long-Term Service**

An Employee who has completed at least two major reviews and who is granted a discretionary leave for scholarly or educational reasons (as outlined in C.2-3. above) shall maintain the Employer contribution to their benefits (health, dental, vision, legal, and LTD) for one semester.

**Section E. FMLA Child-Care Extension Leave Benefit**

1. For purposes of this section, an “Eligible Employee” is an Employee who is eligible to request leave under the FMLA. See Appendix A, Definitions, for details on the FMLA, and the criteria for eligibility to request leave under the FMLA.
2. Eligible Employees who are participating in the Employer’s health and/or dental plans during an FMLA-protected leave will receive one (1) additional month of Employer contribution to health and/or dental benefits either immediately before the anticipated start, or immediately after the end, of the period of the FMLA-protected leave. The additional month of Employer contribution to health and/or dental benefits as described in this paragraph shall be referred to as “the Benefit.”
3. For purposes of administration of the Benefit, the anticipated start of an FMLA-protected leave for the birth, adoption, foster care placement of the Employee’s child or legal guardianship of a minor under the age of six (6), or a disabled child under the age of twelve (12) will be deemed to be the anticipated due date for the birth of the Employee’s child, the anticipated finalization of the adoption, foster care placement, or legal guardianship of a minor under the age of six (6), or a disabled child under the age of twelve (12). The anticipated start of an FMLA-protected leave for the birth, adoption, foster care placement of the Employee’s child, or legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12) may also be the first day of teaching in a given semester, if requested by the Employee, and at the discretion of the Employer.
4. The Benefit is available only to Eligible Employees who take FMLA-protected leave for the birth, adoption, foster care placement of the Employee’s

child, or legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12). The Benefit does not apply to FMLA-protected leaves for reasons other than the birth, adoption, foster care placement of an Employee's child or legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12).

5. If an Eligible Employee's available FMLA-protected leave could be exhausted wholly within one semester for the birth, adoption, foster care placement of the Employee's child or legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12), the Benefit shall not be used to provide Employer contribution to health and/or dental benefits in another semester. For example, an Eligible Employee whose FMLA-protected leave for the birth, adoption, foster care placement of the Employee's child or legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12) begins on October 1 and who would exhaust their FMLA-protected leave at the end of December would not be able to use the Benefit to receive Employer contributions to health and/or dental benefits in the following January, but could request use of the Benefit in the immediately preceding September.
6. The Eligible Employee must request the Benefit in writing to the academic unit. Application for the Benefit must be submitted at least four (4) months prior to the anticipated start of the FMLA-protected leave, or when the Eligible Employee first has knowledge of the impending birth/adoption/foster care placement/legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12), whichever is later.
7. The Benefit is available only once per event of birth/adoption/foster care placement/legal guardianship

**ARTICLE XXXI: LEAVES OF ABSENCE WITHOUT PAY AND FMLA CHILD-CARE EXTENSION LEAVE BENEFIT**

of a minor under the age of six (6) or a disabled child under the age of twelve (12). If both parents are Eligible Employees, the Benefit is available to only one parent per event; the two Eligible-Employee parents will determine which parent is going to use the Benefit.

8. To be eligible for the Benefit, the request for FMLA protected leave must be a 100% leave during the semester at issue (not a course reduction), and the request for Child Care Leave must also be a 100% leave.
9. To be eligible for the Benefit, the Eligible Employee must have exhausted, or plan to exhaust, their FMLA-protected leave for the birth/adoption/foster care placement/legal guardianship of a minor under the age of six (6) or a disabled child under the age of twelve (12).
10. The Eligible Employee would be placed on a specified leave status for the one additional month so as to distinguish this period of benefits continuation from an unpaid Child Care Leave under Article XXXI.B.2., during which the Eligible Employee does not receive Employer contributions to benefits. This leave status shall be called “Enhanced Child Care Leave.”
11. Nothing in this section shall be interpreted to limit the rights of an Eligible Employee under the FMLA. For example, the use of the anticipated due date as the start of the anticipated FMLA-protected leave under this Article shall not limit an Eligible Employee from beginning an FMLA-protected leave prior to the anticipated due date when medically necessary.
12. Utilization of the Benefit shall not negatively impact an Eligible Employee’s eligibility for the Spring/Summer Benefits Bridge under Article XVIII.B.6.

## Section F. Conditions and Definitions

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

Returns from Military Service Leaves will be accomplished in a manner consistent with the Employer's obligations under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).
  - c. An Employee's return to work before the expiration of a leave of absence is at the discretion of the Employer.
3. Extending a Leave of Absence: An Employee's request for an extension must be submitted to the Employer at least thirty (30) days before the leave of absence expires.
4. Failing to return from a Leave of Absence: Failure to return to work at the conclusion of a leave of absence will be considered a resignation, effective on the last day of the previously processed leave.
5. Sick Pay: No additional Sick Pay will renew during any leave of absence described in this Article.

**ARTICLE XXXI: LEAVES OF ABSENCE WITHOUT PAY AND FMLA CHILD-CARE EXTENSION LEAVE BENEFIT**

6. **Vacation Allowance:** Vacation allowance, if any, shall be exhausted prior to the start of any leave of absence, except for Family Medical and Military Service. Employee vacation pay banks do not refresh while an Employee is on a leave of absence.
  
7. **Continuous Service:** Continuous service is service uninterrupted by an employment termination calculated based on an Employee's most recent date of hire, without a break in service (not including spring and/or summer). The leaves of absence described in this Article do not interrupt "continuous service," unless the Employee fails to return from the leave of absence on a timely basis.

ARTICLE XXXII  
SICK PAY AND OTHER PAID LEAVES

**Section A. Eligibility**

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

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

Employees in the Lecturer II, Lecturer III and Lecturer IV categories with continuous service of two (2) years but less than ten (10) years of service are eligible for extended sick pay for one-half of a University Year at regular salary and one-half of a University Year at one-half regular salary.

Employees in the Lecturer II, Lecturer III and Lecturer IV categories with continuous service of more than ten (10) years are eligible for extended sick pay for one University Year at regular salary and one University Year at one-half regular salary. Employees in the Lecturer I title with continuous service of two (2) years or more are eligible for extended sick pay for one semester at regular salary and one semester at one-half regular salary.<sup>1</sup>

**Section B. Maxima**

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

Short-term Sick Pay: Three (3) weeks, less any short-term sick pay taken during the one (1) year period preceding an absence.<sup>2</sup>

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<sup>1</sup> Should a Lecturer I covered by this provision have need for extended sick leave that extends beyond the current appointment, the Parties will meet in Special Conference to discuss the relationship between the extended sick leave benefit and the Lecturer I's appointment

<sup>2</sup> In LSA these three (3) weeks renew on January 1<sup>st</sup>. In all other schools and colleges these three (3) weeks renew on the Employee's work anniversary.



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

**Section C. Family Care Time**

Employees may schedule available short-term sick pay to care for a family member whose condition meets any of the circumstances described in Section A., Eligibility, above. “Family member” is defined as the Employee’s spouse or Other Qualified Adult; and the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the Employee, spouse, or Other Qualified Adult.

**Section D. Parental Accommodation Policy**

Paid Maternity (Childbirth) and Parental Leaves shall apply to Employees in accordance with Standard Practice Guide 201.30-6, to the same extent as it is applied to tenure-track and tenured faculty. In the event the Employer proposes to make significant changes to SPG 201.30-6, the Employer will provide notice to the Union no later than 90-days prior to the effective date of the change, and upon request, the Employer will engage in impact bargaining with the Union.

**Section E. Documentation**

Documentation of disability acceptable to the Employer may be required at any time as a condition of qualifying for Sick Pay. In addition, academic units, in their sole discretion, may require Employees to participate with the University’s Work Connections program for assistance with management of any serious illness or injury.

ARTICLE XXXIII  
MODIFIED DUTIES FOR NEW PARENTS

**Section A.**

The purpose of a period of modified duties is to provide eligible Employees with a subsidized period of time in which to adjust to the demands of parenting newly born or adopted children under the age of six (6) with reduced Employee responsibilities and without a reduction in pay.

**Section B. Other Relevant UM/LEO Agreement Provisions:**

1. Article XXXII provides Employees with paid sick time. Also see Article XXXII.D.
2. Article XXXI provides Employees unpaid leave for disability due to pregnancy, childbirth or related medical conditions, or to care for a child, including the following:
  - a. Personal Medical Leave;
  - b. Family Medical Leave; and
  - c. Child Care Leave
3. This policy regarding modified duties is intended to supplement paid sick time.
4. An Employee who utilizes the period of modified duties is also eligible for up to one semester of unpaid child care leave under Article XXXI.B.2.

**Section C. Eligibility**

1. Modified duties apply only to Lecturers III and IV who have been employed by the Employer as a Lecturer III or Lecturer IV for at least two (2) years.
2. An eligible Employee who meets the criteria below is entitled, upon request, to a period of modified duties without a reduction in salary:
  - a. Gives birth to a child, or becomes a parent of a newly born or adopted child (or children in the

- case of a multiple birth or adoption of more than one [1] child simultaneously) under the age of six (6); and
- b. Takes significant and sustained care-giving responsibility for the child (or children) during the period for which modified duties are requested.

**Section D. Duration**

1. An eligible Employee may take up to one (1) term of modified duties for each birth or adoption that adds a child or children to their family.
2. The period of modified duties must be taken within twelve (12) months of the date of the relevant birth(s) or adoption(s). The period of modified duties may not extend beyond one term.
3. If both parents are employed in an eligible position at the University, each of them may take a period of modified duties for each birth or adoption that adds a child or children to their family if both of them meet the other eligibility criteria.

**Section E. Modifying the Duties**

The academic unit, in consultation with the eligible Employee, will determine the ways in which the Employee’s duties will be modified. The relevant academic unit will make arrangements that relieve the Employee from direct teaching responsibilities for the period of modified duties. Employees on modified duties status will be expected to fulfill their other professional responsibilities as agreed upon by the academic unit and the Employee during the period of modified duties. This agreement will be put in writing.

**Section F. Partial Modified Duties**

The academic unit must make every effort to provide a modified duties period to the Employee at the percentage of effort the Employee would have maintained during the term but for the birth or adoption of a child. If the academic unit is

financially unable to do so, the parties shall meet in Special Conference to discuss alternatives.

**Section G.**

The provisions of this Article shall not supersede the LSA Policy on Modified Duties for LEO Lecturers IV currently in effect. However, Lecturers IV who are eligible for the LSA policy are not eligible for a period of modified duties under this Article.

ARTICLE XXXIV  
VACATION PAY

**Section A.**

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

**Section B.**

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

**Section C.**

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

**Section D.**

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

**Section E.**

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

**Section F.**

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

1. Retirement;

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

ARTICLE XXXV  
BEREAVEMENT TIME

In the case of death in an Employee's immediate family, The University of Michigan provides up to three (3) days (a maximum of 24 hours) paid time off work for the Employee to attend the funeral or memorial services and to make necessary arrangements. If there are extenuating circumstances, such as travel, an additional two (2) consecutive days may be granted and paid.

If additional time is needed, accrued vacation time or excused absence without pay may be requested. Reasonable requests shall not be denied.

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

The immediate family consists of an Employee's spouse or Other Qualified Adult; the son, daughter, parent, grandparent, grandchild, brother, sister (or the spouse of any of them), of either the Employee or the Employee's spouse/Other Qualified Adult; or any other related person living in the Employee's household.

ARTICLE XXXVI  
JURY AND WITNESS PAY

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



ARTICLE XXXVII  
HOLIDAYS/SEASON DAYS/EMERGENCY CLOSURES

**Section A. Holidays**

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

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

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

**Section B. Season Days**

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

**Section C. Emergency Closures**

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

ARTICLE XXXVIII  
ACADEMIC RIGHTS AND RESPONSIBILITIES

**Section A. Academic Freedom**

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

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

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

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

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

## **Section B. Copyright**

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

ARTICLE XXXIX  
PARKING AND BUS PASSES

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

ARTICLE XL  
PRINTING AND DISTRIBUTION OF THE AGREEMENT

The Employer and the Union will share the cost of printing three hundred fifty (350) copies of this Agreement. This supply will be shared equally between the Employer and the Union. Further, the Employer shall notify each Employee and the Union's officers by email of the availability of the Agreement electronically on a designated Employer website within thirty (30) calendar days of receipt of the printed copies of the Agreement. The Employer will also notify academic units and supervisors of the availability of the Agreement electronically.

ARTICLE XLI  
SCOPE OF THE AGREEMENT

**Section A. Waiver**

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

**Section B. Savings Clause**

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

the Board of Regents of The University of Michigan or any board established by them or their agents.

**Section C. Entire Agreement**

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

**Section D. Past Practices**

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

ARTICLE XLII  
TERM OF AGREEMENT

**Section A.**

This Agreement is made by and between The University of Michigan and the Lecturers' Employee Organization, American Federation of Teachers Michigan, AFT Local 6244, AFL-CIO, and shall take effect on the date the Union notifies the Employer that this Agreement has been ratified.

**Section B.**

If either party desires to amend this Agreement, written notice to that effect shall be given to the other party by December 1, 2023.

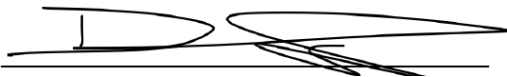
**Section C.**

In the event that a successor Agreement is not negotiated by 11:59 p.m. April 20, 2024, this Agreement shall continue in full force and effect unless thirty (30) days' written notice of termination is given by the Union or the Employer.

**Section D.**

IN WITNESS WHEREOF, the parties have set their hands this 3<sup>rd</sup> day of January 3, 2022.

**The Regents of the University of Michigan**



Dominick Fanelli,  
Chief Negotiator

**Lecturers' Employee Organization**



Kirsten Herold,  
Chief Negotiator



The Regents of the University of Michigan

|                           |                    |
|---------------------------|--------------------|
| <u>Beth A. Manning</u>    | Beth Manning       |
| <u>Lisa Copeland</u>      | Lisa Copeland      |
| <u>Allyson Strickland</u> | Allyson Strickland |
| <u>Sonja Mines</u>        | Sonja Mines        |
| <u>Kamil Robakiewicz</u>  | Kamil Robakiewicz  |
| <u>Patrick Smitowski</u>  | Patrick Smitowski  |
| <u>Jeannette Stein</u>    | Jeannette Stein    |
| <u>Jonathan Smith</u>     | Jonathan Smith     |
| <u>Kristen Moore</u>      | Kristen Moore      |
| <u>Nicholas Henriksen</u> | Nicholas Henriksen |

Lecturers Employees' Organization

*Pamela Anzicek*

Pam Anzicek

*[Signature]*

Eric Beuerlein

*[Signature]*

Jimmy Brancho

*[Signature]*

John Buckley

*[Signature]*

Debbie Des Jardins

*[Signature]*

Nora Krinitsky

*[Signature]*

Ian Robinson

*[Signature]*

Alicia Schaeffer

*[Signature]*

Stevens Wandmacher

*[Signature]*

Bob King

ARTICLE XLII: TERM OF AGREEMENT

*Mark Radosevich*

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Mark Radosevich

*Lorrel Sullivan*

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Lorrel Sullivan

*Isaac Wingfield*

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Isaac Wingfield

*Elizabeth R. Axelson*

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Elizabeth Axelson

*Drew DeOrio*

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Drew DeOrio

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

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

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

1. The major review of Lecturers III and IV in LSA may begin, at the earliest, during the winter semester of the penultimate academic year of the Lecturer III/IV appointment.
2. The major review of Lecturers III and IV in LSA will be completed, and the academic unit will send notice of the result of the major review to the Lecturer III/IV, prior to December 31 of the last academic year of the Lecturer III/IV appointment.
3. Any increase in the full-time rate of Lecturers III and IV resulting from a successful major review covered by this memorandum of understanding will be effective with the start of the winter semester following the completion of the major review. Typically, Lecturers III and IV will realize the increase described in this paragraph beginning with the January paycheck.
4. Any new appointment period resulting from a successful major review of Lecturers III and IV in LSA will be effective with the start of the fall semester following the completion of the major review.
5. Due to this timeline, interim reviews for Lecturers III in LSA will occur no later than the end of the fourth semester of employment.

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

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

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

**MEMORANDUM OF UNDERSTANDING #2  
FULL-TIME OPPORTUNITIES FOR LECTURERS**

Academic units will offer full-time appointment opportunities (i.e., appointment effort totaling 80%-100% in a given semester) to qualified part-time Employees, when practicable, and when such opportunities align with the curricular and academic decisions of the academic unit. Such offers may be made without posting the position.

If the position is to be posted, an academic unit will notify current and laid-off Employees of the appointment opportunity three business days before posting. Employees with an interest in the position should inform the academic unit of their interest and qualifications. An academic unit may choose to offer the position to a current or laid-off Employee without posting.

Questions regarding the application of this MoU will be subject to Article VI, Union-Employer Conferences.

MEMORANDUM OF UNDERSTANDING #3  
CHILD CARE

In order to have a better understanding of the current situation regarding childcare at the University and sharing ideas for how to increase access in the future, the parties shall meet in Special Conference during the 2021-2022 academic year in order to afford the Union the opportunity to provide feedback, ask questions, and propose potential options for discussion. This meeting will consist of no more than four (4) representatives from the Union and four (4) representatives from the Employer with at least one representative from the Employer being a leader from the childcare centers.

MEMORANDUM OF UNDERSTANDING #4  
ENHANCING JOB SECURITY

When an academic unit concludes layoffs are necessary due to discontinuance of a program or significant programmatic change leading to the permanent dissolution of a significant number of bargaining unit positions, the unit will notify Academic HR who will arrange a Special Conference with the Union and the unit as soon as practicable. At the conference, the Employer will provide written documentation for the reasoning behind the contemplated layoff, including which type of layoff is expected, and which Employees are expected to be affected (including EAP determination if used).

At the conference the Employer will work collaboratively with the Union to explore alternatives to layoffs. Examples of alternatives to jointly consider include but are not limited to: 1) work outside of the Employee's unit and/or campus; 2) assistance to other faculty – especially those with virtual classes; 3) administrative work; 4) work to increase enrollment and to improve retention rates. If these efforts are unsuccessful, the Employer will provide written notice to the affected Employees in compliance with Article XII.C.

Employees who apply for an open position within the bargaining unit and meet the required qualifications will be guaranteed an interview. This guarantee will last for the duration of the Employee's full layoff as defined in Article XII.

If a non-bargained-for position is secured within the University while the Employee is on layoff, while recall rights will end, the interview guarantee in the above paragraph will remain in effect for the duration that recall rights defined in Article XII would have been in effect but the Employee must provide notice to Academic/Campus HR within two (2) business days after the posting closes.



**MEMORANDUM OF UNDERSTANDING #5: NOTICE OF NON-REAPPOINTMENT AND COURSE CANCELLATION FEES FOR LEO ADJUNCT LECTURERS**

**MEMORANDUM OF UNDERSTANDING #5  
NOTICE OF NON-REAPPOINTMENT AND COURSE  
CANCELLATION FEES FOR LEO ADJUNCT LECTURERS**

For Employees appointed in LEO Adjunct titles (see XI.B.5., collectively referred to as “LEO Adjunct Lecturers”) who are not reappointed and/or whose course(s) are cancelled, the following provisions apply:

1. LEO Adjunct Lecturers who are not reappointed and/or whose course(s) are cancelled due to lack of work, programmatic change, and/or budgetary considerations will have neither layoff nor recall rights.
2. Notice of non-reappointment and/or cancellation due to lack of work, programmatic change, and/or budgetary considerations (the “Notice”) will be provided in writing (email will suffice) and in accordance with timelines applicable for notices of layoff for Lecturers I as outlined in Article XII (see, e.g., Article XII.C.). The Notice shall include the basis for the decision and shall include the language in Article XII.F. (regarding benefits coverage).
3. Should the Employer fail to provide the Notice to any LEO Adjunct Lecturer in accordance with the timelines described in Article XII.D.2., D.3., and D.4. for LEO Lecturers I, the following provisions apply:
  - a. If the total effort during the period of the cancelled LEO Adjunct Lecturer appointment equals or exceeds the total effort the individual would have had if the LEO Adjunct Lecturer appointment had taken place, the individual has not “lost effort,” and will receive no compensation;

**MEMORANDUM OF UNDERSTANDING #5: NOTICE OF NON-  
REAPPOINTMENT AND COURSE CANCELLATION FEES FOR LEO ADJUNCT  
LECTURERS**

- b. If the total effort during the period of the cancelled LEO Adjunct Lecturer appointment is less than the total effort the individual would have had if the LEO Adjunct Lecturer appointment had taken place, the individual has “lost effort,” and will receive compensation as follows:
  1. If the Notice is made under Section D.2., the individual will be provided with pay equal to 25% of the pay the individual would have received for the lost effort; and
  2. If the Notice is made under Section D.3., the individual will be provided with pay equal to 17% of the pay the individual would have received for the lost effort; and
  3. If the Notice is made under Section D.4., the individual will be provided with pay equal to 17% of the pay the individual would have received for the lost effort.
4. A LEO Adjunct Lecturer who receives a Notice under this section may request that the appointing academic unit provide additional information relative to the Notice. Any such request must be in writing (email will suffice), sent within thirty (30) days of the date of the Notice, and addressed to the Chair or Director of the appointing academic unit. The appointing academic unit will respond within a reasonable time.

**MEMORANDUM OF UNDERSTANDING #6: SPECIAL LAYOFF PROVISIONS FOR LONG-SERVING LECTURERS**

**MEMORANDUM OF UNDERSTANDING #6  
SPECIAL LAYOFF PROVISIONS FOR LONG-SERVING  
LECTURERS**

In the event an Employee who has held appointments as a lecturer for at least twelve (12) years is placed on full layoff, the following provisions will apply:

1. In addition to the rights afforded within the home unit under Article XII, the eligible lecturer will have the option of being placed on the layoff list of one additional appointing unit (“secondary unit”) on any of the three campuses.
  - a. An Employee who intends to select a secondary unit shall notify Academic Human Resources in writing (email will suffice) of the selection within 60 days of the notice of layoff.
  - b. An Employee who selects a secondary unit is required to provide that unit the following materials within 30 days of the notification to Academic Human Resources:
    - i. A current CV, including a list of courses taught, and the years in which they were offered.
    - ii. An introductory letter to the secondary unit describing the Employee’s qualifications and interest in the appointing unit.
  - c. Academic Human Resources will contact both the home unit and the secondary unit within fourteen (14) days to explain the purpose and procedures of the special provisions for long-serving lecturers.

**MEMORANDUM OF UNDERSTANDING #6: SPECIAL LAYOFF PROVISIONS  
FOR LONG-SERVING LECTURERS**

- d. The home unit is required to provide the following materials to the secondary unit within thirty (30) days of notice from Academic Human Resources:
  - i. Annual Reports of the last three years
  - ii. Student evaluations from the previous year
  - iii. Any materials considered as part of a review that occurred during the last seven years.
  - iv. A transmittal letter from the unit detailing the Employee's years of service, date of review years, titles held and the full-time salary (FTR) from the most recent academic year.
2. The duration of layoff status shall be limited to two (2) years from the effective date of the layoff.
3. Recall in the Secondary Unit
  - a. In the event a recall opportunity arises in the secondary unit, the order of recall shall be as provided in Article XII.E.
  - b. Recall shall be to the title held by the Employee in the home unit.
4. Expiration of Layoff Rights

In the event an Employee accepts an offer of recall, and except as otherwise provided below, the Employee's layoff rights end on the starting date of the recall appointment.
5. Initial Recall Appointment Period and Mutual Assessment Period

**MEMORANDUM OF UNDERSTANDING #6: SPECIAL LAYOFF PROVISIONS  
FOR LONG-SERVING LECTURERS**

- a. When an Employee who has chosen to be on layoff status in the secondary unit accepts an offer of recall in the secondary unit, the duration of the initial recall appointment may be for periods of one (1) semester or longer, at the discretion of the secondary unit.
- b. The initial recall appointment period will serve as a mutual assessment period. The secondary unit will assess the Employee's performance to determine whether it meets with the recalling unit's performance standards. The Employee may also assess whether the recall appointment is satisfactory during the initial recall appointment period. Criteria for the secondary unit's assessment of the Employee's performance in the recall appointment shall be relevant to the unit's methods of teaching and subject area(s). The offer of recall shall include guidelines for assessment.
- c. The secondary unit's assessment of the Employee's performance in the initial recall appointment period has three possible outcomes:
  - i. Successful completion of this assessment shall create a presumption of renewal and a three (3) year appointment. The Employee will undergo a Continuing Renewal Review at the end of the appointment.
  - ii. If this assessment is unsuccessful, the Employee's appointment will not be continued beyond the initial recall appointment period. Provision 5.d. below will then apply. The secondary unit will provide the Employee with written reasons for the unsuccessful outcome of the assessment.

**MEMORANDUM OF UNDERSTANDING #6: SPECIAL LAYOFF PROVISIONS  
FOR LONG-SERVING LECTURERS**

- iii. Where a Lecturer's performance does not meet the standards for successful completion of this assessment, at the discretion of the academic unit, the assessment period may be extended for not more than two (2) academic years. If the assessment period is extended, another assessment will occur at the end of the extended period.
  
- d. If the appointment is not continued beyond the initial recall appointment period for reasons set forth in section b. above, the Employee may return to layoff status for the secondary unit as if uninterrupted.
  
- e. Neither the secondary unit nor the Employee has an obligation to continue employment beyond the initial recall appointment period, if the Employee's performance in the position is assessed as unsuccessful.
  
- f. If an Employee is laid off by the secondary unit, the layoff and recall rights provided in Article XII will apply.
  
- g. The salary offered as part of the recall appointment will be determined by the secondary unit. The salary will be consistent with other salaries for Employees with similar years of service and qualifications in the secondary unit or its nearest equivalent.

**MEMORANDUM OF UNDERSTANDING #7: ASSIGNMENT OF LECTURER III/IV DUTIES**

**MEMORANDUM OF UNDERSTANDING #7  
ASSIGNMENT OF LECTURER III/IV DUTIES**

Article XXVII, B. 7, Posting, Hiring, and Notification, states that appointment letters must include “A description of the appointment and general responsibilities.” If job duties for an Employee include “significant ongoing administrative or service duties within the academic unit, or as assigned by the academic unit, and/or requires a range of instructional expertise” (quoting XI.B.3.a and XI.B.4.a), those job duties are to be described with as much specificity as practicable in the appointment letter. If those duties are not specifically stated in the appointment letter, the Employee may request a Special Conference with Academic HR or Campus HR and the Union for the purposes of discussing the specific duties with the appointing unit. It is understood that the business need of a unit may change which could require readjustment of assigned administrative or service duties. If such adjustments are necessary the newly assigned duties will be communicated to the Employee in writing.

If a Lecturer I or Lecturer II has been performing the duties of a Lecturer III/IV as defined in Article XI for at least four (4) out of the last six (6) fall and winter semesters, the Employee may request a Special Conference with Academic HR or Campus HR to determine whether or not a re-classification of the position to Lecturer III or IV is appropriate. The Employee shall submit a written description of their unit-assigned service and/or administrative work and/or range of instruction. The Employee shall receive written notification of the decision within thirty (30) days of the Special Conference. Based on the definition provided under Article XI, it is understood that reclassification is not guaranteed as an outcome of the Special Conference.

If the Union believes an academic unit is rotating responsibilities among Lecturers I or II in order to avoid creating a Lecturer III position, the Union may call a special conference in order to address the issue.

MEMORANDUM OF UNDERSTANDING #8  
TEACHING PROFESSOR

Section A. Establishment of Teaching Professor Working Title

1. Effective September 1, 2022, Employees who reach or have reached their first Continuing Review in their appointment will have the ability to elect consideration for a working title of “Teaching Professor.”
2. An Employee who requests consideration for “Teaching Professor” will still be required to meet all of the review criteria for a Continuing Review of a lecturer in their unit under Article XIX.E of this Agreement
3. An unsuccessful determination of consideration for “Teaching Professor” is not, in and of itself, a determination of unsuccessful Continuing Review under Article XIX.E of this Agreement. Similarly, a successful Continuing Review is not, in and of itself, a successful determination for consideration of “Teaching Professor.”

Section B. Criteria

1. In order to be considered for the title “Teaching Professor,” the Employee must present a portfolio containing detailed explanation and examples of their work. The academic unit will collect the evidence listed in Article XIX.E.3. The Employee may elect to include supporting evidence of teaching, administrative or service duties, as applicable.
2. The types of evidence to be provided in the portfolio may include but are not limited to:
  - a. Growth and advancement of the Employee’s factual, conceptual, and procedural knowledge relevant to the subject areas in which they provide instruction;
  - b. Evidence that the Employee has evaluated and improved methods of instruction and shown high teaching standards



c. How have they worked to incorporate Inclusive Teaching methods into their instruction and what work have they done in the instructional setting to advance the Diversity, Equity, and Inclusion mission of the University.

3. The specific criteria for “Teaching Professor” will be developed and published by the academic unit no later than July 1, 2022. The criteria shall be consistent with the Employees' job duties and shared with the Union.

4. Employees will be notified of any changes in evaluation criteria or significant changes in procedures for “Teaching Professor” by July 1 for the upcoming academic year.

5. There are two options for an outcome to the “Teaching Professor” review:

a. The Employee is successful, and will receive the working title of “Teaching Professor” effective the 1st of September of the following academic year;

b. The Employee is unsuccessful and their next Continuing Review will be scheduled in seven (7) years in accordance with Article XI.B.2.f.ii.a and XI.B.4.d.ii.a. However, the Employee may elect to have their next Continuing Review in five (5) years, provided they give notice of this intent no later than January 1st of the year preceding the review.

### Section C. Procedure

1. Each School and College will establish procedures through which they will review the Teaching Professor recommendation from the academic unit.

2. The School or College will then submit its recommendation to the Provost for final approval.

3. Effective September 1, 2022, when an Employee receives notice of their upcoming Continuing Review, the Employee can provide a written request for consideration for the “Teaching Professor” title, in addition to their Continuing Review, within five (5) business days of receiving the notice.

4. Employees will be notified of the outcome no later than March 31<sup>st</sup> of the academic year in which they applied.

IMPLEMENTATION: All Employees who have completed at least one Continuing Review will have until August 1, 2022, to submit their request for consideration for “Teaching Professor” to their unit. Request will be reviewed in order based on highest years of service. The Employer shall complete the review of at least half of the eligible number of Employees and provide notification of the outcome by June 30, 2023. Any remaining applications shall be reviewed in the next year with notification provided by June 30, 2024. The units will provide notice of which of the applications will be reviewed within the first year and the deadline for the submission of the materials no later than August 19, 2022.

IMPLEMENTATION: All existing Collegiate Lecturers from any campus and recipients of the Distinguished Teaching Awards in Flint and Dearborn will be given priority review regardless of years of service. Additionally, these Employees will be allowed to submit their award applications, an updated CV, and a statement of no more than four (4) single-spaced pages demonstrating how they satisfy the criteria for “Teaching Professor.”

#### Section D. Teaching Professor Working Title

1. An Employee who acquires a Teaching Professor working title will retain their title as Lecturer II or IV per the definitions and review schedule in Article XI.B and for any other administrative purposes based on Employee classification.

MEMORANDUM OF UNDERSTANDING #9  
ACCOMMODATIONS FOR EMPLOYEES WITH  
DISABILITIES

1. Americans with Disabilities Act

- a. The Americans with Disabilities Act (ADA) is a federal civil rights law that prohibits discrimination against qualified individuals with disabilities. The University of Michigan promotes the full inclusion of individuals with disabilities as part of its commitment to creating a diverse, inclusive community. It is the policy of the University of Michigan to comply with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and other applicable federal and state laws that prohibit discrimination on the basis of disability.
- b. Additional information about the ADA can be found at the following website:  
<https://hr.umich.edu/working-u-m/workplace-improvement/office-institutional-equity/americans-disabilities-act-information>

2. Appointment Letters

Employing units will include in appointment letters for all Employees a statement that the Employer complies with the ADA, and will also include contact information for the administrative designee for the employing school or college.

3. Administrative Designees

- a. Each academic unit will designate an administrative contact (“administrative designee”) who is responsible for communicating with necessary parties about accommodations requests made by Employees in that employing school or college in Ann Arbor or by Employees on the Flint and Dearborn campuses.
- b. Each campus will provide a list of the administrative designees in each unit. This list will also be provided to the Union.

- c. The Employer will provide guidance and training to administrative designees as needed about ADA compliance and compliance with the provisions of this MOU.

#### 4. Accommodations Procedure and Disclosure of Medical Documentation

- a. The accommodations process may involve discussion and consultation with the Employee's immediate supervisor and/or other appropriate faculty or staff whose duties include the coordination and/or management of Lecturer appointments within the unit.
- b. An Employee need not disclose their medical condition or impairment to appointing unit faculty and/or staff in order to request the accommodation. An Employee, however, may be required to disclose such an impairment and/or medical condition supporting the need for an accommodation to the administrative designee as necessary to process an accommodation request. The administrative designee may disclose such an impairment and/or medical condition to the immediate supervisor or appointing unit faculty and staff only to further the interactive process. In this event, the Employee will be informed prior to the disclosure.
- c. Medical documentation may also be needed during the accommodations process. Should medical documentation be needed during the accommodations process and the Employee has not had an absence from work due to illness or disability and has not submitted medical documentation to the Work Connections office, the employee will submit medical records to the ADA coordinator in the Office of Institutional Equity. The ADA coordinator will maintain the medical records and provide information needed during the interactive process to the administrative designee, the immediate supervisor and/or the appropriate faculty or staff whose duties include the coordination and/or management of Lecturer appointments within the unit. The ADA coordinator may disclose medical

**MEMORANDUM OF UNDERSTANDING #9: ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES**

documentation to the administrative designee and to the supervisor only to further the interactive process. In this event, the Employee will be informed prior to the disclosure.

- d. If an Employee has already submitted medical documentation to the Work Connections office as a result of an absence from work due to illness or disability, Work Connections will maintain the medical records and provide information needed during the interactive process to the administrative designee, the supervisor and/or the appropriate unit faculty and staff whose duties include the coordination and/or management of Lecturer appointments within the unit. Work Connections may disclose medical documentation to the administrative designee and to the supervisor only to further the interactive process. In this event, the Employee will be informed prior to the disclosure.

**5. Requesting an accommodation:**

- a. The Employee seeking a disability accommodation may make that request in writing either to their supervisor or to the administrative designee. Accommodation requests may be made at any point during (or preceding) the term of employment.
- b. At the request of either the supervisor or the Employee, the academic unit's administrative designee may also participate during the accommodation process.
- c. Following receipt of the Employee's request for an accommodation, the administrative designee or supervisor will initiate the interactive process with the Employee. The interactive process may involve, in addition to the Employee, the administrative designee, the supervisor, and/or appropriate unit faculty and staff. The Employee may request Union representation at any meetings during the interactive process. At the conclusion of that process, the administrative designee will provide the Employee written notice as soon as possible (e.g. via email) whether the accommodation will be implemented.

**MEMORANDUM OF UNDERSTANDING #9: ACCOMMODATIONS FOR  
EMPLOYEES WITH DISABILITIES**

- d. If the accommodation request is granted, the administrative designee will facilitate the steps required to implement the accommodation.
- e. If an accommodation request is denied due to the nature of the accommodation requested, the supervisor and the administrative designee will make a reasonable effort, as part of the interactive process and in cooperation with the Employee, to determine whether an equally effective reasonable accommodation is available.
- f. If the accommodation request is denied, the administrative designee will notify the Employee in writing, and provide the Employee with the reason for the denial in a timely manner.

**MEMORANDUM OF UNDERSTANDING #10: DEI-RELATED INITIATIVES FOR LECTURERS**

**MEMORANDUM OF UNDERSTANDING #10  
DEI-RELATED INITIATIVES FOR LECTURERS**

**1. Inclusive Teaching Professional Development Fund**

The provisions of this memorandum of understanding shall take effect September 1, 2021 and will end on August 31, 2024.

Purpose of the Fund: Designed to provide professional development funds for lecturers seeking to develop and enhance skills to better engage in inclusive teaching practices.

For the 2021-22 academic year, the annual level of funding for the Lecturer Inclusive Teaching Professional Development Fund on each campus shall be no less than the following per year:

|            |          |
|------------|----------|
| Ann Arbor: | \$16,000 |
| Dearborn:  | \$ 9,000 |
| Flint:     | \$ 9,000 |

For the 2022-23 and 2023-24 academic years, the level of funding for the Lecturer Inclusive Teaching Professional Development Fund on each campus shall increase by \$1,000 each year.

All Employees not on full layoff at the time the application is submitted shall be eligible to apply for grants from the Lecturer Inclusive Teaching Professional Development Fund. Grants from the Fund shall not exceed \$1,200 for any Employee in an academic year. Employees already eligible for existing inclusive teaching fund professional development funding in their academic units shall apply first to the academic unit before applying to the Lecturer Inclusive Teaching Professional Development Fund.

Decisions about the distribution of funds shall be made by a committee on each campus. Each committee shall consist of no more than two Employees appointed by LEO. The remaining membership of each committee shall be determined by the Provost

at that campus. The committees will apply the criteria, policies and procedures for administering the fund on their respective campuses, developed by each committee over the course of the last three years with one exception: for the Ann Arbor campus, up to half of the Lecturer Inclusive Teaching Development Fund money can be used to pay stipends to Ann Arbor Employees participating in the ODEI-CRLT Lecturer Inclusive Teaching Fellows program.

## 2. Annual Lecturer Excellence in Inclusive Teaching Award

Effective September 1, 2021, the Employer will establish a Lecturer Excellence in Inclusive teaching (LEIT) Award. This award will be open to all Employees regardless of title or appointment effort. The criteria for selecting a recipient will be established by the Provost's office at each campus. Each Provost's office will share a draft of the proposed criteria with the Union for input, and a final copy of the criteria will be provided to the Union. The criteria for nomination and selection of an LEIT award recipient will be distributed along with the nomination and selection procedures for Collegiate Lecturers in accordance with Article XXV.D. The Employee chosen as the LEIT recipient will receive the same award as a Collegiate Lecturer on their campus as outlined in Article XXV.G.



**MEMORANDUM OF UNDERSTANDING #11: SUPPORT FOR INTERNATIONAL LECTURERS**

**MEMORANDUM OF UNDERSTANDING #11  
SUPPORT FOR INTERNATIONAL LECTURERS**

Employing units will include in appointment letters for all Employees a statement that all International Employees can receive a variety of support and services through the relevant International Centers in Ann Arbor, Dearborn or Flint, including an orientation. The letter will also include a link to the relevant International Center website and contact information for the International Center including a phone number and email address should the International Employee wish to set up an appointment with the International Center.

The services or advice that the International Center may provide depends on a variety of factors, including the immigration status of the International Employee and whether the University of Michigan is the immigration status sponsor.

The International Center will provide orientation(s) each academic year which will include but not be limited to topics such as general information on adapting to the University of Michigan system and living in the local communities, visa types and what they entail, as well as information on how to navigate the International Center website. LEO's International Caucus is available for consultation on matters of orientation needs of International Employees. LEO will be notified once the orientation date is decided.

MEMORANDUM OF UNDERSTANDING #12  
INCREASED DIVERSITY IN HIRING

1. The parties have a shared interest in improving the diversity of lecturers at the University of Michigan. In order to better understand steps that have been taken toward improving Lecturer diversity, the parties will meet in Special Conference each academic year for the term of this contract to discuss the University's efforts toward that goal. Academic HR will invite stakeholders from all three campuses to participate in the Special Conference and share the current resources and training available on each campus. The purpose of the meeting will be to share this information and receive feedback from the Union.

2. The annual meetings shall share data collected over the previous year, disaggregated by School or College, on the following items:

- a. the implicit bias training and other forms of diversity training relevant to job searches for hiring Employees that have been offered throughout the previous year;
- b. the targeted outreach approaches that have been employed for Lecturer searches.

3. At the Special Conference, Academic HR will provide data on the race and gender composition of UM Lecturer faculty, disaggregated by campus and by school or college.

MEMORANDUM OF UNDERSTANDING #13  
PAY ADVANCE FOR FIRST TIME EMPLOYEES

An eligible Employee may submit a written request on a form provided by the University to receive an advance on the salary due for the full month of September employment, provided that the request is timely received by the Payroll Office and that the Employee's HR job data is timely entered into M-Pathways. Advances will be for the entirety of the Employee's September payment and will not adjust or alter the distribution of future payments.

In order to be eligible for this advance payment, the Employee must:

1. hold no other current employment with the University, or previous employment record as an Employee within the past 12 months; and
2. have filed all necessary paperwork with the Payroll Office to establish direct deposit to a US financial institution.

The schedule for requesting a pay advance is as follows:

Fall 2021

1. Receive forms by Friday 8/27/21, to be processed in weekly payroll on Thursday 9/2/21, for payment date Friday 9/3/21 (one business day early due to Labor Day).
2. Receive forms by Friday 9/3/21, to be processed in weekly payroll on Thursday 9/9/21, for payment date Monday, 9/13/21.

Fall 2022

1. Receive forms by Friday 8/26/22, to be processed in weekly payroll on Thursday 9/1/22, for payment date Friday 9/2/22 (one business day early due to Labor Day).
2. Receive forms by Friday 9/2/22, to be processed in weekly payroll on Thursday 9/8/22, for payment date Monday, 9/12/22.

**MEMORANDUM OF UNDERSTANDING #13: PAY ADVANCE FOR FIRST TIME  
EMPLOYEES**

Fall 2023

1. Receive forms by Friday 8/25/23, to be processed in weekly payroll on Thursday 8/31/23, for payment date Thursday 8/31/23 (due to transactional restrictions these funds may not be available until Friday 9/1/23).
2. Receive forms by Friday 9/1/23, to be processed in weekly payroll on Thursday 9/7/23, for payment date Monday, 9/11/23.

**MEMORANDUM OF UNDERSTANDING #14: ACADEMIC CALENDAR CHANGES**

**MEMORANDUM OF UNDERSTANDING #14  
ACADEMIC CALENDAR CHANGES**

For the duration of the term of this contract the University will be engaging in a pilot program that will shift the start of the academic calendar as follows:

Ann Arbor

Academic Year 2021-22: August 30<sup>th</sup>

Academic Year 2022-23: August 29<sup>th</sup>

Academic Year 2023-24: August 28<sup>th</sup>

Dearborn

Academic Year 2021-22: September 1<sup>st</sup> (unchanged)

Academic Year 2022-23: August 29<sup>th</sup>

Academic Year 2023-24: As yet to be determined

Flint

Academic Year 2021-22: August 30<sup>th</sup>

Academic Year 2022-23: August 29<sup>th</sup>

Academic Year 2023-24: As yet to be determined

It is agreed upon by the University and the Union that any reference to the start of the academic year or the start of the fall term made throughout this agreement will now refer to the dates listed above. For the years that are yet to be determined, the University will provide timely notice to the Union once those dates are finalized.

It is not the intent of the University to increase the number of days worked by the Employees or to increase Employee effort by virtue of this change. To the extent that the Union believes that these changes have increased the number of days worked or the effort of Employees, the University and the Union will meet in Special Conference to address this issue.

MEMORANDUM OF UNDERSTANDING #15  
COMPUTER

Considering Faculty Support Article XXVI.D., it is “reasonably necessary” that each Employee have use of a computer “to complete [their] assigned duties and responsibilities,” on campus or remotely. An Employee without suitable access to such a computer can make a request to their unit to be provided one appropriate to their assigned duties and responsibilities. In this case, no reasonable request shall be denied, and if granted, the Employer shall supply a University-managed computer with sufficient hardware, software, and security protections that assist the Employee in protecting student, research, or other sensitive data, and allow for the Employee to do their work and fulfill the educational mission of the University. The Employer is not required to deploy new computers for each Employee, but all computers must have operating systems that are capable of receiving upgrades, updates, and security patches.

In the event that an Employee who has been individually assigned a computer is terminated or laid off pursuant to Article XII of this Agreement, the Employee must return their assigned computer to their unit within a reasonable timeframe from the fulfillment of their currently assigned duties and responsibilities.

**MEMORANDUM OF UNDERSTANDING #16: REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR CONVICTIONS**

**MEMORANDUM OF UNDERSTANDING #16  
REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR  
CONVICTIONS**

Effective September 1, 2022, Standard Practice Guide 601.38, Required Disclosure of Felony Charges and/or Felony Convictions, shall apply to all Employees. SPG 601.38 may be accessed online at the following link:  
<https://spg.umich.edu/policy/601.38>.

When an Employee discloses a felony charge and/or conviction to the Employer, the Employer will immediately notify the LEO President and Vice President that a disclosure has been made but, in the interest of privacy, will not disclose the identity of the Employee. The Employee shall be informed that they have the right to Union representation at all discussions or hearings involving the disclosure.

Employees who fail to disclose felony charges and convictions, and/or fail to provide accurate details regarding felony charges and convictions, or fail to consent to a background check, will be subject to the process set forth in Article XX, Discipline and Dismissal. Action taken against an Employee under Article XX will not be taken solely based on the existence of a felony charge or conviction, but must be job-related for the position in question. An Employee shall not be dismissed solely due to their failure to disclose a felony charge and/or conviction.

In the event the Employer takes action following the disclosure of a felony charge and/or conviction, Academic HR will notify the Union. If the Union files a grievance in accord with Article X concerning the termination or relief of employment responsibilities, the grievance will go straight to arbitration, an arbitration hearing will be held, and a decision rendered by the arbitrator no later than sixty (60) calendar days after receipt of the grievance. The arbitrator will be asked to determine whether the action taken was for just cause. Action taken against an Employee will not be taken solely based on the existence of a felony charge or conviction, but must be job-related for the position in question. During the period of arbitration, the Employee will continue to receive their full salary and benefits.

**MEMORANDUM OF UNDERSTANDING #16: REQUIRED DISCLOSURE OF  
FELONY CHARGES AND/OR CONVICTIONS**

Arbitrations held pursuant to this article shall be heard by one (1) arbitrator from a three-person panel that will be mutually agreed upon by the Employer and the Union no later than thirty (30) days after ratification of the Agreement. Arbitrators will be selected on a rotating basis. If an arbitrator is provided notice and the case does not go to hearing for any reason, the assigned arbitrator will go to the bottom of the list just as though they had heard the case.

Nothing in this paragraph limits the University's right to terminate employment or take action as would otherwise be available under the Agreement.

In the event that an Employee is relieved of employment responsibilities pending disposition of a felony charge, they will keep their salary and benefits for the remainder of the employment period.

Any change to SPG 601.38 that impacts Employees shall be subject to negotiation upon Union request.

The Employer will, at the Union's request, also provide a report compiling any disclosures of felony charges and/or convictions of all Employees along with the disposition of those disclosures.



**MEMORANDUM OF UNDERSTANDING #17: TITLE IX**

**MEMORANDUM OF UNDERSTANDING #17  
TITLE IX**

The parties agree that in matters involving a Title IX Misconduct complaint involving an Employee, the Employer's procedures will conform to the relevant Title IX statute and regulations.

**MEMORANDUM OF UNDERSTANDING #18: ADDITIONAL INCREASE FOR  
CURRENT EMPLOYEES**

**MEMORANDUM OF UNDERSTANDING #18  
ADDITIONAL INCREASE FOR CURRENT EMPLOYEES**

Effective September 1, 2021, the full-time salary rate minimums for current Employees who have received Major Review increases prior to September 1, 2021, shall be as follows:

For Ann Arbor

|                |          |
|----------------|----------|
| Lec II w/ 1 MR | \$57,500 |
| Lec II w/ 2 MR | \$63,500 |
| Lec IV w/ 1 MR | \$59,500 |
| Lec IV w/ 2 MR | \$65,500 |

For Dearborn and Flint

|                |          |
|----------------|----------|
| Lec II w/ 1 MR | \$50,000 |
| Lec II w/ 2 MR | \$54,000 |
| Lec IV w/ 1 MR | \$52,000 |
| Lec IV w/ 2 MR | \$56,000 |

These increases shall be applied before any other increase to salary contained in this agreement.

Intermittent Lecturers who have passed Major Review(s) will follow the Lecturer II schedule above.

APPENDIX A  
DEFINITIONS

**12 Months:**

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

**Academic Unit:**

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

**Academic Year:**

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

**COBRA:**

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

**Day:**

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

**Employer:**

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

**Employee:**

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

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

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

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

## APPENDIX A: DEFINITIONS

protected leave begins; the three (3) semesters need not be consecutive.

For purposes of determining whether an Employee is eligible to apply for FMLA-protected leave, the Employer uses a fixed twelve-month period that commences with the Employee's date of hire.

This definition is intended to define FMLA eligibility requirements for purposes of this Agreement only. Nothing in this definition shall be interpreted to waive eligibility requirements of the FMLA for purposes of a civil action under the statute.

### **FTR:**

An Employee's full-time salary rate, to be reported as stated in Article XV.

### **Half-Term:**

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

### **Other Qualified Adult ("OQA"):**

For purposes of the Employer's benefit plans and leave policies covered by this Agreement, the definition of Other Qualified Adult shall be the same for Employees as it is for other University employees. This definition is set forth on the Employer's Benefits Office website (<http://www.benefits.umich.edu>).

### **PERA:**

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

**Per Term:**

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

**Per Period:**

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

**SPG:**

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

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

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

**University Year Term (UYrT):**

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

**Working Title:**

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

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