

AGREEMENT

WESTERN MICHIGAN UNIVERSITY

AND

THE PROFESSIONAL INSTRUCTORS ORGANIZATION

AMERICAN FEDERATION OF TEACHERS
AFL-CIO

2016-2021



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There are boxes like this throughout this annotated version of the contract. These are intended to help clarify some matters in the contract but are not actually part of the contract. They are intended to assist part-time instructors in their understanding of the contract but should not be taken as having legal force. They represent the views of the officers and staff of PIO at the time they were written and should not be taken to represent the views of all members of PIO.

ARTICLE 1
RECOGNITION OF CHAPTER

Western Michigan University (“Western”) recognizes the Professional Instructors Organization 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 bargaining unit described below:

Included:

Non-tenure-track instructors holding an appointment(s) greater than or equal to 3.0 credit hours in the current semester/session at Western.

Instructional duties must include, at a minimum:
Assigned teaching of students via appointment letter(s); and
Evaluation/grading of performance of same students.

An employee holding more than one appointment at Western will be included in the unit relative to (and only for purposes of) any appointment meeting the above requirements.

This has been one of the more confusing elements of the contract for some people. There are part-time instructors at WMU who are not considered part of PIO because they teach a 1-credit or 2-credit class when the appointment requirement here is at least 3 credits. See [Appendix A](#) for exceptions to this rule.

Excluded:

Employees enrolled in an undergraduate program at Western, unless they also possess an appropriate degree in the area they teach;
Those appointed as Resident Artist;
Laboratory assistants;
Tutors and mentors;
Adjuncts and other employees who do not have instructional duties;
Instructors in the Academically Talented Youth Program (ATYP);
Clinical staff in the School of Nursing or Physician Assistant Program;
Employees in non-instructional positions who are assigned instructional duties as part of their work load;
Volunteers and others who engage in instructional duties but receive no monetary compensation for doing so;
Advisors;
Coaches;
Coordinators;
Research staff;
Any employee who has even one executive/manager/supervisor or confidential appointment;
Employees represented by other recognized collective bargaining agents; and
All other employees.

ARTICLE 2

DEFINITIONS

Academic Unit: See department.

Academic year: The combined time period of the fall and spring semesters.

Administration: Those persons charged by the Board of Trustees with the responsibility for executing the general administrative functions delegated by such Board.

Agreement: The collective bargaining agreement between Western and the PIO.

Annual Evaluation: An annual evaluation of an Instructor’s teaching performance. This is not the same as the Professional Competence Evaluation.

Business day: Synonymous with working day, refers to days in which the university conducts its normal business (excludes weekends and holidays).

Calendar day: Refers to every day of the week and does not exclude weekends or holidays.

Contract year: Refers to a continuous period during which the contractual agreement is in effect, beginning with the fall semester and concluding at the end of the following summer II session.

Department: Includes but is not limited to any of the organizational components of a unit constituency (department, school, academic unit, employing unit, and unit shall be regarded as interchangeable terms).

Employee: The term “Employee” (and “Employees”) as used in this Agreement shall mean a member of the bargaining unit who is on an active appointment with Western Michigan University. Also referred to as part-time instructors.

Employer: Western Michigan University, a constitutionally established institution of higher education located in Kalamazoo, Michigan, its Board of Trustees, and the administrative agents of that Board. “The Employer,” “Western,” “the University” and “the Administration” shall be regarded as interchangeable terms.

Evaluation: Either an [annual evaluation](#) or a [professional competence evaluation](#). If an evaluation is not a professional competence evaluation, then it is an annual evaluation.

Fiscal year: The year beginning July 1 and ending June 30 of the following calendar year.

Good Standing: Not having one’s borrowing privileges at Western’s University Libraries suspended. (See [Article 5.3.](#))

Instructor: An Employee. Every Employee is classified as either Instructor I or Instructor II.

There are four different types of years to consider in the contract (not all of which show up in the definitions).

Academic: fall and spring

Calendar: Jan. 1 – Dec. 31

Contract: fall, spring, summer I and summer II

Fiscal: July 1 – June 30

Instructor I: An Employee who does not have Instructor II status.

Instructor II: An Employee who has received a positive recommendation after satisfactorily completing a Professional Competence Evaluation. (See Article 10.3)

Large Class: A class that has more enrolled students than is typical for the established precedent for other courses with the same name and course number.

Negative Recommendation: A Professional Competence Evaluation Recommendation indicating that an Instructor is not recommended for Instructor II status.

Observation: One component of an annual evaluation, which may be used to assist in the determination of an Instructor's instructional effectiveness. An observation is mandatory in an Instructor's first semester/session of the Instructor's initial appointment.

Part-Time Instructor Fellow: An Instructor appointed by the Office of the Provost to serve within the Office of Faculty Development.

Positive Rating: An evaluation that meets or exceeds expectations.

Positive Recommendation: A Professional Competence Evaluation Recommendation indicating that an Instructor is recommended for Instructor II status.

Professional Competence Evaluation: An evaluation, voluntarily initiated by an Instructor, to determine eligibility for Instructor II status.

Professional Competence Evaluation Recommendation: A result of a Professional Competence Evaluation.

Semester: A period of instruction known as fall or spring.

Session: A period of instruction known as summer I or summer II.

Union: Professional Instructors Organization (PIO), AFT, AFL-CIO.

University: Western Michigan University, a constitutionally established institution of higher education, located in Kalamazoo, Michigan.

“Western” or “WMU”: The Board of Trustees of Western Michigan University and the administrative agents of said Board.

Working day: Synonymous with business day, refers to days in which the university conducts its normal business (excludes weekends and holidays).

Western recognizes that there are some part-time instructors who have a long-standing relationship with Western, who advise students throughout the year, who carry out other tasks for their departments beyond teaching, who serve on boards and committees, and who otherwise occupy positions at Western over and above the kind of contingent position held by some other instructors (about 100 part-time instructors come and go every year). These people with established ties to the university, who have no intention of leaving but who also may not attain (and might not wish for) full-time employment, nevertheless have been recognized by Western as deserving a different kind of relationship than has previously been the case. This contract sets the stage for the future of whatever this relationship will be. For the time being, all instructors are invited to apply for [Instructor II Status](#), which is Western's means of naming and recognizing this difference.

ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 4
ORGANIZATION MEMBERSHIP AND DUES

4.1 Nothing contained in this Article shall be deemed as requiring a bargaining unit member, as a condition of obtaining or continuing employment with Western, to (a) refrain or resign from membership in, voluntary affiliation with, or voluntary financial support for the Professional Instructors Organization (hereafter “PIO”); (b) become or remain a member of PIO; (c) pay any uniformly assessed dues, fees, assessments or other charges or expenses of any kind or amount, or provide anything of value to PIO; or (d) pay to any charitable organization or third party any amount that is in lieu of or equivalent to any portion of dues, fees or assessments or other charges or expenses required of PIO members. A bargaining unit member’s choice will be respected and will not be cause for harassment or discrimination.

4.2 DUES DEDUCTION. Western shall, during academic semesters/sessions, deduct from the salaries of PIO members, in installments for each pay period, uniformly assessed dues levied by PIO, provided the PIO member has voluntarily executed a standard form - acceptable to both parties - authorizing such deductions (See, “Dues Deduction Authorization” form below). Deductions shall begin in the pay period following Western’s receipt of the authorization.

4.2.1 A PIO member who has authorized uniformly assessed dues deductions may cancel such authorization by submitting to Western written notice of cancellation. Upon receipt, Western will in writing notify PIO it has received a written cancellation notice. Dues deduction will cease as of the payroll period following receipt of notice by Western and Westerns’ written notice to PIO.

If you are paid for work performed at Western other than from teaching, your dues for being a PIO member are deducted only from your teaching income.

4.2.2 Western shall furnish to PIO each pay period a listing of all uniformly assessed dues deducted from the salaries of PIO members. Western shall transfer all dues deductions to the Union in a timely manner each pay period.

4.2.3 Western shall use its best efforts to make authorized deductions in the manner set forth but assumes no responsibility for any errors in making such deductions. When, upon receipt by PIO of a written claim, duplicate or improper uniformly assessed dues deduction is found, refund shall be made to the claimant by PIO.

4.2.4 Western shall not be liable to PIO, by reason of the requirements of this Article, for the remittance or payment of any sum other than actual deductions made from the pay earned by the PIO member.

4.2.5 Authorized payroll deduction shall be suspended for a period of up to twenty-four (24) months after a PIO member stops working in a bargaining unit position. If the individual returns to work in a bargaining unit position within twenty-four (24) months, his/her payroll deduction authorization will be reinstated with the first pay period after the PIO member returns to work. After twenty-four (24) months without reinstatement, the individual must submit a new payroll deduction authorization form/card.

4.3 AMOUNT OF UNION DUES. The amount or percentage rate of the deductions and the remittance address of the Union shall be certified in writing to Western 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.

4.4 INDEMNIFICATION. The Union shall indemnify and hold Western harmless from any liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this Article. Indemnification shall include costs of litigation and the fees of an attorney at the Union attorney's customary rate.

4.5 Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request Western and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

4.6 LETTER OF APPOINTMENT. At the time of a formal offer of employment, Western shall advise the prospective Employee, in writing, of the terms and conditions of the appointment. Western shall also inform the prospective Employee that the PIO is the exclusive bargaining agent for the professional instructors, and that the Union is financially supported through dues. In addition, the letter of appointment will reference the current PIO website for further information.

4.7 REVERSION TO PRIOR LANGUAGE. In the event 2012 Public Act 349 is repealed or rendered ineffective as a result of voter, a final judicial determination, or legislative action, the provisions of Article 4, "Union Dues and Agency Fees", contained in the 2013-2016 collective bargaining agreement between Western Michigan University and the Professional Instructors Organization, AFT, AFL-CIO Local 1903, shall become effective per the time-frame established by such voter, judicial or legislative action and will continue in effect while this Agreement is in effect.

The authorization below can be duplicated and used as the equivalent of a membership form. If you'd like, feel free to print the page, sign and date it, and mail it to any of the officers or staff members of PIO (or drop it off at the PIO office). You may also join online at the [PIO website](#). The current dues amount is 1.91%. There is no expectation that this will change.

DUES DEDUCTION AUTHORIZATION

I authorize Western Michigan University to deduct PIO membership dues of ____% of my semester/session pay from my regular payroll paychecks. This dues deduction authorization shall remain in effect until and unless revoked/cancelled as set forth in the pertinent Western-PIO collective bargaining agreement. I understand that the manner in which I may revoke my Union membership is set forth in my Union's by-laws.

Signature: _____

Date: _____

ARTICLE 5

PART-TIME INSTRUCTOR SUPPORT

5.1. Access to Information Technology. No later than the first date of employment, Employees will be provided entrée to the Western system, currently accessed via the Bronco Net ID.

5.2. Access to E-mail. Access to the Western e-mail system will be granted no later than the effective date of employment. It will end twenty-four (24) months after the ending date of employment.

5.3. Library Access. Employees will receive the following privileges at the University Libraries: the borrowing period for an Employee is one semester; Employees may borrow up to one hundred (100) items; and such materials must be returned no later than the end of employment date for the current semester/session. Employees are not exempt from ordinary overdue fines, fines for overdue recalled items, or replacement charges for lost items. Employees in good standing may borrow for a period of one year after their most recent appointment.

5.4. Mailboxes. Each academic department shall make available a convenient receptacle at a designated location for Employees to receive University business correspondence and U.S. Mail. Where possible, each department shall make available one (1) receptacle for each Employee, but no less than one (1) receptacle for every five (5) Employees.

5.5. Instructional Materials. Departments will make arrangements for Employees to obtain texts when provided free of charge by the publisher. Any instructional materials required by the department chair or designee for a course being taught by the Employee and required of students taking the course will be provided or made available at no cost to the Employee.

Supplies, duplicating, collating and other office machinery including but not limited to photocopiers, computers and computer printers, shall be available without charge to an Employee to the extent required by his/her employment obligations, as determined by the employing unit.

5.6. Access to Non-department Facilities. Employees will be accorded the use of University facilities (e.g., offices, research facilities, etc.) authorized by the directors of the facilities on the same basis as other employees of Western. This provision does not apply to the West Hills Athletic Club. Employees are required to pay the membership fee to have access to the student recreation center.

5.7. Access to Department Facilities. Employee access to department offices, buildings, equipment, and other resources will be determined by the hiring department.

ARTICLE 6

UNION RIGHTS

6.1. Designated representatives of the Union will be permitted to transact official business with appropriate representatives of the Employer at mutually agreeable times provided they follow regular Employer procedures.

6.2. The Union may request to schedule periodic meetings to conduct Union business on campus, subject to customary charges. Other facilities or equipment, such as computing and audiovisual, may also be available at customary charges. Requests for such space and/or materials shall be processed through regular Employer procedures.

6.3. The Union may affix notices to approved or designated bulletin boards on campus.

6.3.1. Upon request, the Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in ten (10) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8 ½-inch by 11-inch sheets.

6.3.2. All notices shall be signed by a responsible officer of the Union and be informational to the members of the bargaining unit concerning Union business and social events. In no case will the Union post derogatory or defamatory material about the University, its units, or any employee of the University.

6.4. The Employer shall provide a link to this Agreement on the University's Human Resources website and the website for Academic Collective Bargaining.

6.5. The Union shall be permitted to distribute Union material to Employees' mailboxes/receptacles per the employing unit's customary means.

6.6. The Employer will provide, without charge, one (1) parking permit for use by the Union's designated staff employee. The Union shall not allow any other person to use the parking permit.

6.7. If the Union desires campus office space, the Union may submit a space request form through normal channels. The request will be considered by the space allocation committee. Available space(s) will be assessed rental rates based on size, location and comparable rental rates based on size, location and comparable rental rates offered to other campus groups. The available options/rental rates will then be discussed with the Union. If the Union wishes to rent an available space, the parties will negotiate an appropriate lease agreement.

ARTICLE 7
GOVERNANCE

7.1. Department Participation. Each academic department sets guidelines for participation in the governance of the department. Employees will have, at a minimum, an advisory role in matters directly related to their employment obligations. The breadth and depth of such involvement will be determined by the employing department.

Employees will be given an opportunity to confer periodically with the department chair or director.

7.2. University Participation. When vacancies occur on University-wide committees that have representation of other academic employee groups, the University shall inform the Union of the vacancies and invite the Union to nominate Employees to fill the vacancies.

7.3. Evaluation of Administrators. Employees may, if allowed by department policy, participate in any scheduled evaluation of a chair, director, or dean. Employees may refuse participation without penalty.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1. Definition of Grievance. A grievance is a dispute involving a claimed breach, misinterpretation, or improper application of the provisions of this Agreement.

8.2. Construction. Nothing contained in this article shall prevent the informal adjustment of any grievance, and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the Employee and the respective administrative agent of Western.

8.3. Basic Provisions. The basic provisions for all steps of all grievances shall be as follows:

8.3.1. Time Limits. In computing any time limits specified under this article, "workdays" and "calendar days" are specified. Time limits may be extended by mutual agreement.

8.3.2. Extension of Time Limits. Unless extended by mutual consent, in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of Western, the Union may automatically advance the grievance to the next step of the grievance procedure, except that nothing herein shall be construed to automatically advance a grievance to the arbitration step. In the event of the failure to comply with the time limits on the part of the Union (grievant), the grievance shall be considered as having been withdrawn.

8.3.3. Legal Counsel. At all levels of the grievance procedure and arbitration hearings, Western and the Union shall have the right to have legal counsel present at their own expense. A party who plans to bring legal counsel must give a minimum of five (5) working days' notice to the other party.

8.4. Initiation of Grievance. The Union may initiate a grievance by serving a written notice of it to the administrative agent specified herein. Such notice shall be clearly identified as a grievance and shall concisely state the facts upon which the grievance is based and when they occurred, specify the provision, article, and/or sections thereof within the Agreement which allegedly have been violated, specify the relief and remedy sought, and be signed by a designated representative of the Union. Such notice shall be filed within thirty (30) calendar days of the date when the affected Employee(s) or the Union knew, or should have known, of the occurrence.

If the grievance is not initiated within the thirty (30) calendar day time limit, the grievance shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to thirty (30) calendar days before the filing of a written notice of grievance.

8.4.1. Within an Academic Unit. A Step One grievance that originates in an academic department or similar academic unit or at the college level shall be filed with the dean of the relevant college or his/her designated agent. A copy of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

8.4.2. With the Vice President. A Step One grievance that originates at the level of the provost shall be filed with the provost or his/her designated agent. A Step One grievance regarding an action at the level of the Vice President for Student Affairs shall be filed with the Vice President for Student Affairs or his/her designated representative. A copy of any such grievance shall be filed with the Director of Academic Collective Bargaining and Contract Administration.

8.5. Step One

8.5.1. Upon receipt of the written grievance, the designated administrative agent shall arrange a meeting to discuss the grievance with the appropriate representative of the Union and with the affected Employee(s), at their option. The administrative agent may invite an associate to attend and additional persons may be present by mutual agreement. This presentation by the Union and ensuing discussion shall be completed within ten (10) working days after the required initiation notice is received by the administrator. A written answer to the grievance shall be provided to the Union by Western within ten (10) working days of the Step One meeting.

8.5.2. If the grievance is satisfactorily adjusted, the adjustment will be signed by the parties. One (1) copy thereof will be given to the Union, one (1) copy to the Director of Academic Collective Bargaining and Contract Administration, and one (1) copy will be retained by the administrator.

8.6. Step Two. If the grievance is not adjusted to the Union's satisfaction in Step One, the Union may appeal the grievance to the second step of the grievance procedure, provided such appeal is sought in writing, signed by the Union, sets forth the objection to the Step One answer, and is presented to the Director of Academic Collective Bargaining and Contract Administration no later than seven (7) calendar days after electronic conveyance of the Step One answer. If the Employer has not provided a Step One answer by the due date, the Union may calculate the date by which the grievance can be advanced using the date on which the answer was due.

8.6.1. Upon receipt of the Union's appeal to Step Two, the Director of Academic Collective Bargaining and Contract Administration shall arrange a meeting to discuss the grievance with the appropriate representative of the Union and the affected Employee(s), at their option. The Director may invite an associate to attend and additional persons may be present by mutual agreement. This presentation by the Union and ensuing discussion shall be completed within ten (10) working days after the required written appeal is received by the Director. A written answer to the grievance shall be provided to the Union by Western within fourteen (14) working days of the Step Two meeting.

8.6.2. If the grievance is satisfactorily adjusted, the adjustment will be signed by the parties. One (1) copy thereof will be given to the Union, and one (1) copy will be retained by the Director of Academic Collective Bargaining and Contract Administration.

8.7. Impartial Arbitration. If the grievance has not been adjusted satisfactorily in the foregoing steps, the Union shall have the right to request arbitration of the dispute, provided such written request is made no later than thirty (30) calendar days after receipt by the Union of Western's Step Two answer. If the Employer has not provided a Step Two answer by the due date, the Union may calculate the date by which the grievance can be advanced using the date on which the answer was due. Such notice shall identify the grievance and set forth the provisions of the Agreement involved and the remedy desired. If a timely request is made, Western and the Union will promptly join in submitting the dispute to arbitration according to the following procedures, and according to the Rules of the American Arbitration Association to the extent that they are applicable.

8.7.1. Selection of Arbitrator. An arbitrator shall be selected from an agreed-upon rotating panel of arbitrators. The first arbitrator contacted shall be the arbitrator whose name is at the top of the list.

After an arbitrator has heard a grievance for the parties, his/her name shall be placed at the bottom of the list. The arbitrator whose name is then at the top of the list shall be contacted for any subsequent grievance, and so on. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible.

If the arbitrator is unable to offer a hearing date within four (4) months of selection, either party may exercise the option to request arbitration from the next arbitrator on the list, so long as that arbitrator is available to hear the grievance more quickly than the arbitrator bypassed. If a contacted arbitrator is not able to hear a grievance within the time limits described herein, his/her name shall remain in the same place on the list.

8.7.2. Authority of Arbitrator. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

The Arbitrator shall also not have the authority to order that a discharged Employee be reinstated or offered a new appointment, but shall be limited in his/her jurisdiction on these matters to determining whether the contractual procedures have been followed. In addition, any monetary remedy for wrongful discharge shall be limited to the remaining unpaid portion of the Employee's appointment.

8.7.3. Arbitration Panel. The current members of the rotating panel of arbitrators from which the parties shall select arbitrators to hear grievances are:

Deborah Brodsky
Maurice Kelman
Donald Sugerman
Kathryn Van Dagens

If one or more of these arbitrators becomes permanently unable to serve on the panel, the parties shall mutually agree to a replacement(s). Until the parties so agree, the remaining arbitrators shall constitute the panel. When panel membership changes, a new addendum shall be added to the Agreement indicating the change.

8.7.4. Arbitration Fees. The fees and expenses of the Arbitrator shall be paid by the party not prevailing. The expenses of, and the compensation for, each and every witness and representative for either Western or the Union shall be paid by the party producing the witness or having the representation.

8.7.5. The decision of the Arbitrator, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding on the Employer, the Union, and the Employee(s) involved.

ARTICLE 9 **INFORMATION**

9.1. On or before the first day of the first pay period in an academic semester/session, Western shall provide, at no cost to the Union, a preliminary list of all current Employees in the bar-gaining unit. The list will be provided by Western in an electronic format, shall be alphabetical, and contain:

1. Employee's Preferred Name
2. Employing Unit
3. E-mail address
4. Local phone number

9.2. No later than the 15th business day after the start of each semester/session, the Employer shall provide, at no cost to the Union, a list of current Employees in the bargaining unit. This will be provided as an electronic file containing the following information (if available) for each Employee appointment:

1. Employee's Preferred Name
2. Employee Grade
3. Employee Number
4. Employee Home Address & Telephone Number, if the Employer has possession of them
5. Employing Department
6. A Group Demographic Report (e.g. gender, military service, self-disclosed disabilities, highest education level, ethnicity, etc.)
7. Appointment Start Date
8. Appointment End Date
9. Credit Hours Assigned
10. Salary, including and itemized by
 - a. Total pay;
 - b. Continuing pay (if any);
 - c. Other or miscellaneous pay.
11. E-mail address
12. Employee job description
13. Employee number of years in bargaining unit, if known.

Were you aware that WMU has a Preferred Name Policy?

While logged in to gowmu.wmich.edu, from the Faculty/Staff Home tab, under the My Self Service area select Employee Self Service. That will open a new window (or tab). Select Main Menu. From there select Self Service and then select Personal Information. From there, see the WMU Preferred Name entry.

PIO collects aggregate data on its membership so that we can determine whether our goals of being an equitable and just organization are being met.

9.3. Updated information. After the 15th business day of any semester/session, if an employee's information under any of the above categories changes, and if Western is aware of the change(s), Western will provide PIO the transaction form(s) as the forms are issued.

9.4. If a court of competent jurisdiction rules it is impermissible for the Employer to provide any of the above information, the Employer will give the Union the opportunity to meet on the matter before complying with the court ruling. The Employer retains the discretion to decide whether it can delay complying with the court ruling pending any appeal.

ARTICLE 10 APPOINTMENT AND REAPPOINTMENT

Article 10 has changed substantially from previous contracts.

10.1 Appointment

1. Credentials - The academic unit shall develop/maintain written standards for the academic degrees and/or professional certifications and/or professional experiences required for appointment as Instructor. These standards may vary depending on Instructor I or Instructor II status, the specific program involved, regional accreditation standards governing the courses to be taught, etc.
2. Academic units shall keep posted on their website current information regarding application for employment consideration (e.g. job descriptions for open positions [if available], required credentials, etc.). This posting shall include a description of what materials must be submitted and to whom they must be submitted.
3. Academic units shall, within twenty (20) working days of receipt of such materials, notify applicants that the materials have been received, will be kept on electronic file for at least twelve (12) months, and that the academic unit will contact the applicant as necessary.
4. An individual may send materials to more than one Academic unit.
5. Acceptance of materials is not an offer of employment.

10.2 Employee Status Designation.

10.2.1. Starting with Fall 2016 appointments, employees will be designated as either an Instructor I or Instructor II.

10.2.1. Instructor I - All Employees except those who have been designated as having Instructor II status.

10.2.1.2 Instructor II - Instructor II status is achieved in a specific academic unit. An Employee teaching in multiple academic units can achieve Instructor II status in each academic unit. An Employee with a record of high-quality, effective, and/or innovative instruction may be granted Instructor II status for a maximum period of up to four (4) years.

Wondering what “high-quality, effective, and/or innovative instruction” means? PIO and WMU will be co-facilitating workshops to help you if you’d like to show that you do provide this kind of instruction. (See [Article 11.6.](#))

To hold Instructor II status, an Employee must meet the following minimum criteria:

- Have taught at Western for at least four (4) out of the last five (5) contract years, for a minimum of three (3) credits in at least one semester/session each contract year.
- Have received positive ratings on his/her two most recent annual evaluations conducted prior to a Professional Competence evaluation (as described in Article 11.2).

- Have received a positive recommendation from the dean and chair/director as a result of a “Professional Competence Evaluation” completed within the past four (4) years. (A more complete description of the Professional Competence evaluation may be found in Article 11.6 and 11.7).
- **There is a single exception to the above:** the academic unit’s Dean, in consultation with the appropriate Chair, may, in exceptional cases, grant Instructor II status to an Employee who does not meet one or more of the above requirements.

10.2.1.3 In the fourth year of holding Instructor II Status, an Employee may seek renewal of Instructor II status for a subsequent period of up to four (4) years by again meeting all the criteria set forth above in Article 10.2.1.2, including requesting and receiving a positive recommendation as a result from a new “Professional Competence Evaluation”.

10.2.2. *Phase-out “Continuing Status”.* Western will cease granting “continuing status” (See Article 11 in the 2013-2016 WMU-PIO Agreement) to any Employee after August 1, 2017.

All Employees who have been granted “continuing status” as of August 1, 2017 will retain the following rights per the 2013-2016 Agreement through August 28, 2020: (1) Rebuttable presumption of appointment (former Article 11.3), and (2) sixty (60) day notice (former Article 11.4).

The former contract's Article 11.3 gave members the right to assume they'd be reappointed unless there were a compelling reason to the contrary (such as a lack of students), or unless there were another candidate with demonstrably superior qualifications. The former contract's Article 11.4 gave members 60 day notice that they would or would not be reappointed.

10.2.3. Granting Instructor II status.

- Instructor II status shall be granted to an Employee who has met all the criteria set forth in Article 10.2.1.2, upon written positive recommendation of the Chair/Director and Dean. All the benefits of Instructor II status become active immediately upon the written positive recommendation of the Chair/Director and Dean.
- As stated in Article 11.7(b.), a “Professional Competence Evaluation” will take the place of the Employee’s Annual Evaluation for the contract year in which the Employee seeks Instructor II status.
- As part of the initial implementation of Instructor II status during the 2016-2021 Agreement, Employees who have taught for Western in four (4) of the past five (5) successive contract years (a minimum of 3 credits in at least one semester/session each year) prior to Fall, 2017 and who received a positive Annual Evaluation rating for the 2016-2017 contract year may request a Professional Competence Evaluation to take place during the 2017-2018 academic year. Employees who achieve a positive recommendation as a result of their 2017-2018 Professional Competence Evaluation may be granted Instructor II status at the start of their first appointment in the 2018-2019 contract year.

10.3 Instructor II status benefits

- a. Eligible for longer-term appointments (multi-year/multi-semester/academic year), dependent on the Academic Unit's needs and resources.

You may have noticed that an increase in pay is not one of the benefits of Instructor II status. As a matter of historical fact, many part-time instructors earn far more than the minimum and many of those people are long-term instructors. See [Article 18.2](#).

- i. Multiple-semester (e.g., academic year, calendar year) and/or multiple year appointments have value to both parties. When possible the Employer will offer multiple-semester and/or multiple-year appointments, as determined by academic unit.
 - ii. If an Employee/Individual is offered and accepts a multiple semester or longer appointment, the appointment level will not be reduced during a subsequent semester/session within the appointment term unless the Employer has "cause" to reduce the level, which must be explained in writing.
- b. Will be given priority consideration, to the extent feasible, among Instructors for future teaching assignments in which the Employee has had a record of consistent instructional effectiveness and experience at Western.
 - i. The feasibility consideration shall not be construed to mean that a chair or director may, on economic grounds only, deny an appointment to an Employee with Instructor II status by appointing an Employee with Instructor I status.
 - c. Has a rebuttable presumption that the Academic Unit will award him/her a future teaching appointment in the succeeding semester/session, dependent upon the Academic Unit's needs and resources.
 - i. The presumption is contingent on continued evidence of instructional effectiveness as evidenced by positive ratings on Annual Evaluations, as well as maintenance of certification/licensures/credentials required by the Academic Unit, regulatory bodies, accreditation associations, etc.
 - ii. The presumption is rebutted when the Academic Unit determines that an alternate Employee with Instructor II status possesses demonstrably superior qualifications for the instruction involved.
 1. In such circumstances the chair/director or designee will provide written notification and explanation to the Employee.
 - d. Reasonable Notice. No later than sixty (60) calendar days prior to the "effective date" – defined as the first day of the first pay period of each semester/session – Western must provide to all Employees with Instructor II status either: (1) written notice of appointment for one or more classes in the upcoming semester/session; or (2) written notice that the instructor will not be offered an appointment in the upcoming semester/session or, if applicable, in the foreseeable future.

- i. The Academic Unit is encouraged to offer a similar teaching load in future appointments to Employees with Instructor II status (unless the Employee requests a lighter teaching load), dependent upon Academic unit needs and resources. Should there be a need to increase or decrease the teaching load offered to the Employee in a subsequent appointment, a written explanation will be provided when Reasonable Notice is sent.

10.4 Reappointment.

An Employee receiving an annual evaluation rating of “Meets/Exceeds Expectations”, or who has received a positive recommendation as a result of a Professional Competence evaluation may be reappointed/continue in their current appointment during the following contract year.

As stated in Article 11.7(h), an Employee who receives a “Negative” recommendation as a result of a Professional Competence evaluation will be eligible for future appointments as an Instructor I, and will retain the full rights and responsibilities accorded to that status, as delineated in this Agreement.

Have you been reappointed but feel like you haven't been evaluated annually? PIO contends that if you have been reappointed, this *means* that you have received positive ratings on your most recent annual evaluations.

ARTICLE 11

PERFORMANCE EVALUATION

Article 11 has changed substantially from previous contracts.

11.1. Employees will be evaluated, at a minimum, once per contract year. This evaluation will be facilitated by the department chair and adhere to protocols established in this Agreement, by individual employing departments, and by the Office of the Provost.

11.2. Employees will be evaluated based on student evaluations; other evidence of teaching performance, such as course materials and department-identified materials; and classroom/online observations.

11.2.1. Student evaluations. Employees will conduct student evaluations, using the University-approved instrument and process for each appointment period.

Are you familiar with Western's "[approved instrument](#)"? Within your gowmu account you can modify your student evaluation forms.

11.2.2. Course materials. Employees shall be responsible for submitting a short file (electronic or physical) to the chair/director or designee that contains a sample of key course materials to be used in the annual evaluation, no later than the last day to submit semester grades. The file should include, at a minimum, the course syllabi used, and may include such materials as assignments, exams, or other supportive materials that provide evidence of the Employee's teaching effectiveness or approach to teaching. These materials will be held by the department for use in the annual evaluation. Other evidence of teaching may be provided for evaluation, as long as it is consistent with department-developed criteria.

11.2.3. Classroom/online observations by the chair/director and/or designee are required during the first semester/session of an Employee's initial appointment in the academic unit. In addition, classroom/online observations may occur during each period of employment, upon request of either the Employee or Western. Such observations will be arranged with the department chair and follow department procedures.

11.2.3.1. A date and designated observer for the classroom and/or online observation shall be arranged by mutual agreement between the Employee and the chair/school director or designee.

11.2.3.2. Results of classroom and/or online observations shall be provided to the Employee in written format as soon as possible after the observation, but at least five (5) working days prior to the end of the semester/session in which the observation occurred.

11.2.3.3. Where a direct observation is not feasible (for example, in the case of off-campus courses), alternatives methods to monitor instructional effectiveness will be discussed, and mutually agreed upon by the Employee and the chair/director of the employing academic unit.

11.2.3.4. A copy of the observation results will be placed in the Employee's department personnel file, for use in the annual evaluation.

11.2.4. Evidence of other professional activities, such as publications, research, and other professional recognition or service activities, may be submitted by the Employee in the evaluation process; however, since Employees are employed to teach, the quality of their teaching is the paramount concern in the evaluation process.

11.3. Evaluations conducted under this Agreement will have one of the following outcomes:

- a. Exceeds Expectations
- b. Meets Expectations
- c. Does Not Meet Expectations

“Meets Expectations” or “Exceeds Expectations” are considered “positive” ratings.

An Employee receiving an annual evaluation rating of “Meets/Exceeds Expectations” may be reappointed/continue in their current appointment during the following contract year.

11.4. Annual evaluations will be completed prior to July 15. Evaluations may occur at other points in the year, as Employees participate in the instructional program, as is feasible.

11.5. A copy of each annual evaluation shall be provided to the Employee, with an additional copy placed in the Employee’s department personnel file.

11.6. Professional Competence evaluation. After having taught at Western for three (3) out of the past four (4) year period (for a minimum of 3 credits in at least one semester/session each year), and having received positive ratings on at least two of his/her most recent annual evaluations, the Employee may request (in writing) a Professional Competence Evaluation during his/her 4th contract year of appointment if he/she wishes to be considered for Instructor II status. As per Article 10.2, Instructor II status is achieved in a specific academic unit. An Employee teaching in multiple academic units can achieve Instructor II status in each academic unit. An employee must have taught in the academic unit in which the Professional Competence evaluation is requested.

In many respects, Article 11, and especially from 11.6 to the end of the article, represents the most significant change to the contract from previous versions. If you wish to attain Instructor II Status and would like help getting ready for the Professional Competence Evaluation that will help you get there, know that there will be workshops co-facilitated by WMU and PIO to help you with this. Contact PIO staff if you have questions or concerns.

An Employee who has requested a Professional Competence evaluation will assemble a file/portfolio (physical or electronic) that contains the following items to provide evidence of a record of their competence in providing high-quality, effective, and/or innovative teaching:

11.6.1 Self-evaluation. The Employee shall prepare a narrative statement (approximately 4-5 pages) covering the period under review. A self-evaluation may include, but is not limited to, the following items:

- a. The Employee’s teaching philosophy

- b. Reflection on the Employee's teaching experience or teaching effectiveness at Western
- c. Discussion of curricular or pedagogical innovations the Employee has developed or implemented
- d. Consideration of professional development related to teaching effectiveness
- e. Discussion of how the Employee's teaching competence addresses the teaching standards articulated in the department policy statement
- f. Assessment of student learning outcomes
- g. Other materials and/or artifacts relevant to the Employee's job performance

11.6.2. Student evaluations. The evaluation will include student evaluations as per Article 11.2.1 above.

11.6.3. A sample of course materials that provide evidence of teaching quality, effectiveness and/or innovation, such as sample syllabi, assignments, examinations, projects, etc. See, Article 11.2.2.

11.6.4. A current curriculum vitae or resume.

11.6.5. Copies of all annual evaluations done in prior three (3) contract years in which the employee was appointed.

11.6.6. As is allowed in 11.2.4, evidence of other professional activities, such as publications, research, and other professional recognition or service activities, may be submitted by the Employee for the Professional Competence evaluation; however, since Employees are employed to teach, the quality of their teaching is the paramount concern in the evaluation process.

11.7 Process.

- a. In their fourth year of appointment (within a 5 year period), an Employee who wishes to be considered for Instructor II status shall provide written notice to the employing unit during the Fall semester, or by the first week of the Spring semester of the contract year to request a Professional Competence evaluation, to take place during that Spring semester.
- b. A Professional Competence evaluation will take the place of the Employee's Annual Evaluation for the contract year in which it is requested.
- c. The Employee shall create a file/portfolio (electronic or physical) containing items listed above (11.6.1-11.6.6), to be submitted to the department chair/school director or designee by February 1.

d. A Professional Competence Evaluation will be conducted by the department chair/school director (or designee), deans, and/or a department faculty committee, in accordance with department policy.

e. *Professional Competence Evaluation Recommendations.* A Professional Competence evaluation will result in one of the two following recommendations:

“Positive”, meaning there is strong evidence of a record of high-quality instruction and the Employee is recommended for Instructor II status; OR,

“Negative”, meaning that there is not sufficient evidence for a record of high-quality instruction, and the Employee is not recommended for Instructor II status. A “Negative” recommendation must include a written rationale explaining the negative recommendation.

f. Copies of the recommendations that result from the Professional Competence evaluation will be sent by the Department chair to the Employee and the Director of Academic Labor Relations by July 15, with an additional copy placed in the Employee’s department personnel file.

g. An Employee who receives a “Positive” recommendation as a result of a Professional Competence evaluation will be granted Instructor II status, effective for a maximum period of up to four (4) years, subject to the provisions of Articles 10.3(c) and 13.3.

h. An Employee who receives a “Negative” recommendation as a result of a Professional Competence evaluation will be eligible for future appointments as an Instructor I, and will retain the full rights and responsibilities accorded to that status, as delineated in this Agreement.

Note that [Article 10.4](#) and [11.7.h](#) protect someone who did not succeed in achieving Instructor II status against this being used to deny reappointment.

Western has been quite clear that the annual evaluation and the professional competence evaluation are not intended to be burdensome. The aim is not to use these evaluations as a means to deny employment or benefits. WMU does not recognize PIO members as a benefits-eligible employees. Not much could be found in this contract that could be construed as employee benefits. The professional competence evaluation is a means by which an instructor may demonstrate a desire to form or retain a long-term teaching relationship with the university. In the past, there was no mechanism for securing this relationship in the contract. With this contract, Western acknowledges the role of the long-term, part-time instructor and lays the foundation for more meaningful acknowledgements in future contracts.

ARTICLE 12

LEAVE TIME

12.1. Medical Leave. An Employee shall be eligible for up to five (5) days of medical leave/pay in a semester (three days in a session) beginning the first day of the initial employment period. The Employee must take medical leave/pay when unable to meet employment obligations because of personal illness, injury, or other disabling medical condition, or when the Employee's physical presence is needed for direct participation in the care of the Employee's ill, injured or disabled spouse, child (including step-child), mother, or father. The Employee may utilize leave/pay when fulfilling military service obligations. The Employer may request documentation of such need, and the Employee shall provide documentation when requested to do so.

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

12.2. Jury Duty/Court Testimony. In the event an Employee is unable to meet employment obligations because she/he is summoned and reports for jury duty or is subpoenaed for court testimony in a legal action to which she/he is not a party, the Employee shall be granted paid time off. When summoned or subpoenaed for jury duty or testimony, the Employee shall provide the immediate supervisor or department designee written verification such as a copy of the summons or subpoena including the times and dates of the required service.

12.3. Immigration Proceedings. In the event an Employee is unable to meet employment obligations because compelled during working hours to participate in immigration proceedings, such absence shall be with compensation for up to two (2) days of absence. If compelled to participate in immigration proceedings during working hours, Employee shall provide the immediate supervisor or department designee written verification from the involved governmental agency including times and dates relevant to the absence.

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

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

12.6. Replacement Coverage. In the event an Employee is unable to meet employment obligations for reasons covered under this Article, the Employee will notify the appropriate immediate supervisor or department designee as promptly as possible so that arrangements for the absence can be made by the Employer. In addition, an Employee will make reasonable efforts to assist in arrangements for another to meet his or her employment obligations. It is the responsibility of the Employer to find a temporary replacement. In no case will the Employee be required to pay for the replacement work or coverage.

ARTICLE 13
STANDARD PERFORMANCE REQUIREMENTS

13.1 Employee Responsibilities

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

- 13.1.1.** Employees are responsible for following University policies and procedures regarding instruction and all other matters.
- 13.1.2.** Employees are responsible for carrying out their duties under the direction, and according to the requirements, of department chairs and/or department committees.
- 13.1.3.** Employees shall be responsible, under direction of the department chair and/or Employer, for maintaining the integrity of scholarship, grades and professional standards in instruction.
- 13.1.4.** Employees who are assigned responsibility for determining course/laboratory content will ensure that such content is consistent with course descriptions approved through the University Curriculum Review Process.
- 13.1.5.** Where applicable, Employees are responsible for clearly stating course objectives, methods of determining final course grades and any special attendance requirements that differ from the unit's attendance requirements at the beginning of the semester/session, and for specifying the above in course syllabi. Course syllabi must be available to students no later than the start of the first scheduled class meeting; or, if the Employee was hired immediately before or after the start of the semester/session, within 7 calendar days of the start of the first scheduled class meeting.
- 13.1.6.** Assignments and examinations are expected to be returned to students with reasonable promptness. Final exams and grading records shall be retained for at least one semester to permit review by students. Upon written request, the academic unit will assist the Employee with records retention.
- 13.1.7.** Employees are expected to meet their classes at the regularly scheduled times. In the event of illness or injury, Employees will, when possible, notify the department chair in advance if they are to be absent. In other cases, absences from class must be approved in advance by the employing unit. Employees are encouraged to assist the employing unit in finding appropriate coverage for the missed classes.
- 13.1.8.** Within reason, Employees will make themselves available for consultation with students outside of direct classroom instruction.
- 13.1.9.** Grades shall be assigned based on the methods described in the course syllabus and turned in to meet University employing unit deadlines.

13.2. General Disciplinary Provisions

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

13.3. Procedure for Unsatisfactory Performance

- 13.3.1.** In cases of unsatisfactory employment performance, the matter will be discussed with the Employee prior to any action being taken. A written summary of such a discussion will be available at the written request of the Employee provided the Employee's request is received within forty-eight (48) hours of the discussion; whenever the Employee requests such a summary, a copy of the document will also be provided to the Union.
- 13.3.2.** If the Employer determines that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction.
- 13.3.3.** When appropriate, employment duties may be reduced and employment fraction and pay may be reduced correspondingly, or appointment may be terminated. An Employee whose appointment is terminated for unsatisfactory performance in one academic unit will not automatically have his/her appointments terminated in other academic units.

13.4. Appeals

- 13.4.1.** Grievances regarding suspension, termination, or reduction in fraction of employment and pay may be submitted following the process delineated in the article on grievance procedure.
- 13.4.2.** If, in the event of arbitration, the Arbitrator does not find for the Employer, the Arbitrator may make only a finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the Employee would have earned from the date of termination to the end of the term of employment.

ARTICLE 14
SCOPE OF THE AGREEMENT

14.1. This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall supersede and cancel all previous agreements between the Employer, the Union and/or Employees. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Union.

14.2. No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives or modifies any of the express terms and conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the Employer and the Union.

14.3. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No provision of this Agreement, nor the right of either the Employer or the Union under the terms of the Agreement, shall be changed or altered in any way unless such change or alteration is agreed to in writing between the Employer and the Union. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

14.4. Any agreement reached between the Employer and the Union is binding upon all Employees in the bargaining unit, the Employer and the Union, and may not be changed by any individual or group of Employees, or unilaterally by the Employer or the Union.

14.5. Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Union shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

ARTICLE 15
NON-DISCRIMINATION POLICY

Western Michigan University prohibits discrimination or harassment which violates the law or which constitutes inappropriate or unprofessional limitation of employment opportunity, University facility access, or participation in University activities, on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, protected disability, veteran status, height, weight, or marital status.

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

ARTICLE 16

INTELLECTUAL PROPERTY

16.1. Intellectual property developed by the Employee, on the Employee’s own time and using the Employee’s own resources, shall be the property of the Employee. If there is any intellectual property developed either using University resources or as part of the Employee’s employment responsibilities, the University will have some ownership in the property. The latter will be subject to the University’s most recently updated “Intellectual Property Policy” and incorporated by reference into this Agreement.

16.2. The Employee who develops course content for use in eLearning shall exercise control over the future use, modification, and distribution of instructional material, and shall determine whether the material should be revised or withdrawn from use.

16.3. If anyone other than the Employee is assigned to teach an eLearning course that contains the Employee’s copyrighted material, the University shall, in a timely manner, inform the Employee, who retains the rights set forth in this Agreement.

There has been concern in the past over this phrase in 16.1 “...the University will have some ownership in the property.” The key to this is the “[Intellectual Property Policy](#)” referenced in that same article (and linked to here). That policy predates this contract and its most immediate predecessor. You will note that the Intellectual Property Policy does not directly address part-time instructors. Representatives of Western have assured PIO representatives that Western does not intend to deprive instructors of their intellectual property or of their ownership of their courses. If you have concerns about your intellectual property rights as a part-time instructor at Western, please contact PIO.

Articles 16.2 and 16.3 are new and are consistent with the language in the AAUP contract for full-time faculty ([see that contract](#), 30.§5.1 and 30.§5.2).

ARTICLE 17
PROFESSIONAL DEVELOPMENT

17.1. University Professional Development Programs

17.1.1. The Employer agrees to provide part-time instructors with access to University-sponsored professional development workshops or seminars.

17.1.2. All part-time instructors shall be eligible to consult with the Office of Faculty Development.

17.2. Required Training or Development. When the Employer requires the Employee to attend and/or participate in any type of external training or professional development as a requirement of his/her employment, associated actual costs will be paid by the Employer, subject to standard University reimbursement policy.

17.3. Office of Faculty Development Part-Time Instructor Fellow. PIO will nominate one or more part-time instructors who shall have achieved Instructor II status or who shall have been employed as a part-time instructor at Western for at least five (5) years. The Provost shall, after consultation with OFD, appoint one member from the part-time instructor bargaining unit to serve as a part-time instructor fellow. The duties of this fellow will be determined by OFD in consultation with the Office of the Provost and officers of the PIO, but will include providing assistance and direction to part-time instructors in their accessing and using OFD and other professional development opportunities.

17.3.1. The part-time instructor fellow shall be compensated for this service equivalent to the compensation for teaching a 3-credit hour course each semester or session so appointed. The minimum duration of the appointment is one academic year; the fellow may be reappointed for an additional year. After two years as a part-time instructor fellow, a part-time instructor shall not be eligible again for two years unless no other part-time instructors accept the appointment and the previously-appointed instructor agrees to continue.

17.3.2. This service by the part-time instructor fellow is to be recognized as prestigious service to the University and as such shall not in any way serve as justification for reducing the part-time instructor's teaching load when the service as fellow ends.

In the prior contracts, Articles 17.1 and 17.2 covered this entire article. There was no mention of a relationship between PIO and WMU insofar as the professional development of part-time instructors except to acknowledge that part-time instructors would not be denied basic access and would be compensated if they were to be required to participate.

In the years of the previous contract, several PIO members worked hard to develop a relationship between PIO and WMU, especially through the Office of Faculty Development (OFD), so that more part-time instructors would have more than just access to the OFD. Western, through this contract and through the establishment of the Fellow (17.3) and the Development Grants (17.4) have taken a significant step forward in recognizing the value of part-time instructors.

17.4. Office of Faculty Development Advisory Board. An advisory board, representing faculty concerns from across WMU, serves as an advisor to the OFD director regarding instructor development needs, issues, and concerns. The Provost appoints membership on this board. The board shall include one (1) part-time instructor member; this person will be the same person selected as the OFD Part-Time Instructor Fellow (such service on the advisory board shall be understood to be part of the fellow's duties).

17.5. Instructional Development Grants. Western agrees to provide a minimum of four thousand dollars (\$4,000) each year of this Agreement to be used to support teaching and learning proposals from bargaining unit members. Proposals are encouraged as well from groups of part-time instructors, from departments, and from inter-department consortia of part-time instructors. Topics of proposals may include, but not be limited to: program development, continuing self-education, and international education. Proposals will be reviewed through a process developed by the Office of Faculty Development and approved by the Office of the Provost.

**ARTICLE 18
COMPENSATION**

Eligibility under this Article is limited to Employees on active part-time teaching appointments at Western. When an Employee has an active appointment with Western, the Employee will receive the following:

18.1. Salary Minima. The minimum salary per credit hour shall be as follows:

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Per Credit Hour:	\$900	\$925	\$950/975	\$1000	\$1050

18.2. Negotiated Salary. Academic units may establish and Employees may negotiate higher rates than the minima prescribed above (based on factors such as, Instructor II status, web classes, online instruction, large classes, and additional duties such as significant course development, supervision of student teaching assistants, etc.).

- a. An Employee with Instructor II status should not receive a lower rate of compensation for the same course with the same or similar capacity in the same semester/session than an Employee with Instructor I status.
- b. Academic units determine what constitutes a large course; established precedent **such as guidelines in department policy statements** may be used in this determination.

In the fall semester of 2011, the average part-time instructor’s compensation rate was \$993.15. In the fall semester of 2015, the average part-time instructor’s compensation rate was \$1,042.82. In any given semester, about 25% of all part-time instructors earn significantly above the minimum rate. In some cases this is because of long-standing relationships between that instructor and the department. In some cases this is because the market demands high pay for instructors in those fields. Regardless of the circumstance, the reality is that many part-time instructors, *especially those who have a long-standing relationship* with Western, have negotiated or been offered higher-than-minimum salaries for their instruction. Article 18.2 addresses this reality in the contract. If you have been teaching at Western for five or more years, if you are teaching large classes, if you have been called upon by your chair or director to engage in significant course development, in short, if your work deserves compensation above the minima, call this out. Have a conversation with your chair or director (and, if necessary, your dean or the Provost) about article 18.2. While this is clearly an economic issue, PIO also recognizes this as an issue of equity and justice.

18.3. Cancellation Payment. If a fall or spring semester class is cancelled less than 2 weeks prior to the class start date (or a summer session class is cancelled less than 1 week prior to the class start date), and no re-assignment to a comparable class is possible, the Instructor II or Continuing-Status Employee shall receive a payment of 10% of what would have been the salary for that class had it not been cancelled. This payment for the canceled class shall be made in full before the fifth pay period of a fall or spring semester or before the final pay period of a summer session.

Uncompensated work is not acceptable. If are called upon to prepare or develop a class and it is canceled, you will either be reappointed or you will at least receive a small payment for the work you’ve already done.

18.4. Pay Schedules. Each appointment letter shall have a start date that results in the first pay date occurring no later than within the second week of the semester/session.

18.5. Sindecuse Health Center

18.5.1. Purchase of Medications and Prescriptions. Employees shall have access to use the Sindecuse Health Center Pharmacy for the purpose of purchasing prescription drugs and medicines during its regular hours of operation.

18.5.2. Other Services Provided at Sindecuse Health Center. Western shall permit Employees and their dependents (12 years and older) the use of additional Sindecuse Health Center services at the sole discretion of Western and at the Employee's cost.

Western shall provide flu shots and/or immunizations for Employees and their dependents (12 years and older) **as requested by the Employee at a nominal cost per injection, and for overseas travel associated with service to the University at no cost to the Employee.**

18.6. Emergency use of Counseling Services at Sindecuse. Counseling Services at Sindecuse is intended to provide counseling services for students. However, in the event of an emergency only, Counseling Services at Sindecuse may provide, if the schedule allows, for brief immediate intervention for part-time instructors.

18.7. Tuition Discount Program. In support of professional development for Employees, Western shall provide a 100% discount on tuition, records initiation fee, enrollment fee, student assessment fee and EUP technology fee for graduate and undergraduate courses taken by the Employee at Western Michigan University. The discount is applicable to the first four (4) credit hours, but shall not apply to individual course or lab fees. Accepting the tuition discount for non-job-related graduate courses may create tax liability for the Employee.

You may not transfer this discount to another person and you may not save it for the future. Perhaps in future contracts, perhaps for those with Instructor II Status, this could happen.

18.8. Tax-Deferred Annuity. Employees may elect to contribute to an individual tax-deferred annuity. The Employee's optional contribution may be currently invested with TIAA-CREF or Fidelity. The Employer has discretion as to the organizations selected to provide this service.

18.9. Retirement. Employees who were employed before January 1, 1996 with one of the seven Michigan universities [Central, Eastern, Ferris State, Lake Superior State, Michigan Technological, Northern and Western], and who participated in MPSERS prior to January 1, 1996, remain eligible for continued participation in MPSERS. Michigan law precludes the University from enrolling new hires in MPSERS. New hires are defined as those hired on or after January 1, 1996.

18.10. Discounts on Events and Programs. Western shall offer employees discounts on the purchase, for personal use only, of season tickets for admission to selected University athletic and cultural events, programs or series. Western shall, on an annual basis, establish the amount of the discount to be offered for each event and/or combination of events and programs.

18.11. Bookstore Discount. Western will use its best efforts to secure from any bookstore vendor a discount to bargaining unit members of ten percent (10%) on all purchases of one dollar (\$1.00) or more made at Western's Campus Bookstore. Western will apply the bookstore discount to any item ordered specially by the Bookstore for a person eligible for the discount if the item is of the type normally carried as a part of the Bookstore's merchandise line. The discount shall apply only to the first copy of any given book.

18.12. Parking. Employees will be provided one (1) hangtag-parking pass for parking in non-reserved University employee parking lots. The pass will be valid for the period of the Employee's current appointment.

18.13. Mileage. Employees who are required by their department or University to travel away from their primary work site shall be paid mileage for the trip in accordance with the Employer's mileage reimbursement policy.

18.14. Direct Deposits in Financial Institutions. Western will first account for all mandated and/or authorized payroll deductions. At the employee's option, all remaining salary/compensation/pay will be paid to the employee via direct deposit (to a participating/designated bank, credit union or other financial institution) or payroll card.

18.15. Emergency Closing. In the event of an emergency that necessitates a school closing or delayed opening, the amount of pay that the Employee is to receive will not be reduced. It is expected that the Employee will ensure that all course work is covered during the semester or session.

18.16. Required. All Employees will be afforded those benefits required by law.

**ARTICLE 19
DURATION OF THE AGREEMENT**

All provisions of the Agreement take effect at the beginning of the Fall 2016 semester.

The Agreement will terminate on August 27, 2021. It may extend beyond that date upon written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by November 1, 2020. Following such notice, negotiations will begin by December 1, 2020, unless mutually agreed to otherwise, with the intention of reaching a successor Agreement prior to March 31, 2021.

This Agreement is signed in Kalamazoo, Michigan on this ____th day of _____, 2016.

Authorizing Signatures:

For PIO:

Thomas K. Kostrzewa, President

PIO's Negotiating Team

Olga Bonfiglio

Susan Fritz

David Jones

Thomas K. Kostrzewa

David Paul

For Western:

John M. Dunn, President

Western's Negotiating Team

Satish Deshpande

Keith Hearit

Nancy Mansberger

Colleen Scarff

Donna Talbot

Kurt Sherwood

APPENDIX A

Part-time instructors whose sole appointment is one section of Seminar in Education (currently ED 4100) will be included in the unit and the Seminar in Education credit hours are eligible for Articles 18.1 and 18.2.

Part-time instructors whose sole appointment is the first-year experience seminar (FYE 2100 or HNRS 1015) will be included in the unit, but exempt from Articles 18.1 and 18.2. Their job grade for these appointments will be PT2, regardless of how many times they teach these courses.

For part-time instructors with credit hours for variable credit courses in the College of Education and Human Development, the variable credit course hours will be exempt from Articles 18.1 and 18.2.

The courses listed below will be treated similar to variable credit courses for the purpose of establishing exemption from Articles 18.1 and 18.2.

ED 4500	HPER 4990	SPED 4810
ED 4065	SPED 3310	SPED 5040
ED 4080	SPED 3410	SPED 6300
ED 6445	SPED 4040	SPED 6630
HPER 4199	SPED 4740	SPED 6740
HPER 4980	SPED 4750	SPED 6750

GLOSSARY

This space will eventually include definitions of terms that will help readers understand the contract. Unlike the Definitions part of the contract (Article 2), the Glossary will be considered part of the notes and not part of the contract itself. Should the Glossary be deemed unnecessary, it will be removed from future versions of the annotated contract.

INDEX

This space will eventually include an index of the contract should it be necessary. If it is not necessary, this portion will be removed from the annotated version. In either case, the index is not part of the contract.