

AGREEMENT

The Regents of the
University of Michigan

&

University of Michigan Flint
American Federation of Teachers, the
American Association of University
Professors (AFT-AAUP)
Local 5671, AFL-CIO

April 23, 2025—April 20, 2029



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PREAMBLE

Section A.

This Agreement is entered into on this day, April 23, 2025, by the Regents of the University of Michigan (“the Employer”), and the UM-Flint AFT-AAUP, Local 5671, AFL-CIO (“the Union”) for the period beginning April 23, 2025, and ending April 20, 2029. The Employer and the Union are together referred to as “the Parties”.

Section B.

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered in this bargaining unit. It is the Parties’ intent and purpose that this Agreement provide for harmonious and constructive employment relations between the Employer and these 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 Flint Campus.

Section C.

The Union and the Employer jointly affirm the current mission statement of the University of Michigan-Flint, as follows:

The University of Michigan-Flint is a comprehensive urban university of diverse learners and scholars committed to advancing our local and global communities. In the University of Michigan tradition, we value excellence in teaching, learning and scholarship; student centeredness; and engaged citizenship. Through personal attention and dedicated faculty and staff, our students become leaders and best in their fields, professions and communities.

Section D.

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 University of Michigan's *Board Resolution Regarding Employer Neutrality, Cooperative Determination, and Recognition of Bargaining Units, and Notification of Agreements dated June 25, 2020* and the voluntary card check recognition granted on April 19, 2024, the University of Michigan-Flint (the "Employer") recognizes the UM-Flint AFT-AAUP, Local 5671, AFL-CIO (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 are all tenured, non-tenured and tenure track faculty members in the following job codes at the University of Michigan Flint Campus:

- Professor 201700;
- Professor (non-tenure) 201701;
- Associate Professor 201710;
- Associate Professor (non-tenure) 201711;
- Assistant Professor 201720;
- Assistant Professor (non-tenure) 201721;
- Instructor [201730]; and
- Instructor (non-tenure) 201731.

Excluded are:

1. All individuals given dry or courtesy appointments (0% effort) who receive no compensation;
2. Lecturers;
3. Librarians, Curators and Archivists;
4. Research Track, Clinical Track, visiting instructional faculty, adjunct clinical instructional faculty and adjunct non-instructional faculty of all ranks;
5. Active Emeritus/Emerita or Emeritus/Emerita In Service faculty appointed with or without effort; and
6. Supervisors, managerial employees, confidential employees, temporary and casual employees as defined by the Public Employment Relations Act (PERA), and all other employees.

ARTICLE II: MANAGEMENT RIGHTS

ARTICLE II 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, and procedures;
3. Determine the number of locations of operations;
4. Determine the means, methods, and schedules of operations;
5. Alter, change, extend, curtail, or discontinue its operations or academic programs, partially or completely;
6. Determine the size of the workforce and the scheduling and assignment of Employees, including what work will be assigned to which classification(s) of Employee(s);
7. Hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off Employees;
8. Establish and require Employees to observe University rules and regulations and reasonable standards of conduct;
9. Maintain order and discipline or terminate Employees.

Section C.

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

ARTICLE III
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 40-50), free of charge, on the Flint Campus 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 thirty (30) days prior to the requested meeting date. If space is unavailable on the requested dates, the University will identify alternative dates.

Section D.

The Union shall be provided access to an easily accessible bulletin board, which is not reserved for other specific purposes, in each building on the UM-Flint Campus.

Section E.

At the beginning of each academic year, upon request from the Union, the TCLT New Faculty Orientation will make mutually agreed upon time, not to exceed 45- minutes (before or after the orientation agenda), and space available to the Union for orientation of new Employees.

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 office equipment for the purposes of administering this Agreement. The Union's officers may request and be granted an AFT-AAUP photocopy account in their appointing unit to make occasional small

ARTICLE III: UNION RIGHTS

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 instructional 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 appointing unit time, place, and manner policies and practices.

ARTICLE IV
NO STRIKE

Section A

During the term of the Agreement, the Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee(s) take part in, any concerted action against, or any concerted interference with, the operations of the Employer, such as 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 Employees' participation in an activity that is unrelated to their employment relationship.

In the event of any such action or interference and on notice from the University, the Union, without any delay, but no later than within twenty-four (24) hours of receipt of the University's notice of any such action or interference, shall take affirmative steps to disavow such action or interference, and instruct all Employee(s), in writing, via email, to cease their misconduct and inform them that this misconduct is a violation of the Agreement subjecting them to potential disciplinary action, up to and 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.

In the event the Union, its officials, and representatives fail or refuse to perform their obligations set forth in this Article, the University will inform the Union of its failure in writing. Effective immediately upon delivery of such notice, payroll deduction of Employees' union dues shall become null and void.

Nothing herein, however, shall preclude the Employer from proceeding with disciplinary action against any Employee(s) in such action or interference.

Section B

During the term of the Agreement, the Employer will not lockout Employees covered by this Agreement.

ARTICLE V: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

**ARTICLE V
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

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 form 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. The Union will collect Authorization for Payroll Deduction of Union Dues forms signed by Employees.
3. The Union will notify the Employer that a deduction has been authorized. These notifications will be accomplished via delivery of a copy of the signed Authorization for Payroll Deduction of Union Dues form 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.

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.

ARTICLE V: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

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.

6. 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.
7. At the request of either party, the Employer and the Union will meet to review and revise the implementation of this Article; such review and revision may include negotiated changes to this Article.

Section B. Compliance

1. Employer Appointment Letter:
 - a. Initial Appointments – The Employer’s offers of employment to prospective Employees for positions included in the UMF-AFT-AAUP Local 5671, AFL-CIO will include 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-Flint (the “Employer”) and the UMF AFT-AAUP, AFT Michigan local 5671, AFL-CIO (the “Union”). Any questions on union membership should be directed to UMF AFT-AAUP at umfaft@gmail.com.”

- b. Renewal of Appointment(s) Following a Leave,--On renewal of an Employee’s appointment after a leave, appointing units will include the following language in the renewal letter:

“Your continued employment as a tenured or tenure-track faculty member is subject to the terms and conditions of a collective bargaining agreement

ARTICLE V: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

between the University of Michigan-Flint (the “Employer”) and the UMF AFT-AAUP, AFT Michigan Local 5671, AFL-CIO (the “Union”). Any questions on union membership should be directed to UMF AFT-AAUP at umfaft@gmail.com.”

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 charges 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-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 IV No Strike

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

**ARTICLE V: AUTHORIZATION FOR PAYROLL DEDUCTION OF
UNION DUES**

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 VI: SCHEDULING AND APPOINTMENTS FOR UNION REPRESENTATIVES

**ARTICLE VI
SCHEDULING AND APPOINTMENTS 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 the Employees elected or appointed as President, Vice President, Secretary, Treasurer, and 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. 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 Employee must request an unpaid reduction in appointment in writing by November 1st for the winter semester reduction and March 15th for a fall semester reduction. No unpaid reduction in appointment can occur during the spring, summer, or spring-summer terms. The Employer will provide written notice of the business need for the denial, if the Employer denies the Employee's request for an unpaid reduction in appointment.

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 VII: INFORMATION AND REPORTS

ARTICLE VII INFORMATION AND REPORTS

Upon written request from the Union, submitted via email to UM-Flint Human Resources, 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. The Employer will respond to the request within 10 (ten) business days to either provide the requested information, indicate that such information will not be forthcoming and why, or indicate that efforts to provide the information are underway and a reasonable time estimate for production of such information.

Section A.

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-agreeable 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 unit, date of hire, appointment begin date, appointment end date (if applicable), 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, and those 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, sabbatical, or leave of absence. This report, which will not include the names or other identifying information for individual Employees, will include the race, gender, citizenship status, date of birth, and appointing unit for all Employees.

ARTICLE VII: INFORMATION AND REPORTS

The University Payroll Office will additionally provide information concerning dues and fees deductions to the Union as specified in *Authorization for Payroll Deduction of Dues*.

The Employers 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 additional existing data elements. Such a list(s) shall be available within a reasonable timeframe from a request by the Union. The Union will pay the Employer's regular price for producing any such list(s).

Section 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.

The system-originated "new-hire" listings will include the following data elements: last name; first name; UMID number; job title; job code; working title; hire begin date; appointment start date; appointment end date (if applicable); compensation frequency; appointment period; appointment period description; compensation rate; department ID#; department name; unit name; FTE; deduction code, if applicable; home and UM address and contact information; Employee status code; Employee status description. The notice will take the form of an email attachment to an email address provided by the Union.

ARTICLE VIII: GRIEVANCE AND ARBITRATION

ARTICLE VIII GRIEVANCE AND ARBITRATION

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 appointing 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. In accord with Article XI *Procedures in Cases of Dismissal, Demotion, or Terminal Appointment* and Board of Regents Bylaws Section 5.09, cases of Employees' dismissal, demotion, or terminal appointment are not subject to this *Grievance and Arbitration Procedure* Article.

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. All grievance meetings shall be conducted during paid work time for the grievant(s), union representative(s), and witnesses.
4. Time limits on each step may be extended by written mutual consent of the parties.
5. At any step of the process, grievances may be withdrawn without prejudice.
6. Only the Union can move a grievance to Step Three.
7. The parties may agree to waive Step One and/or Step Two. Such agreement must be in writing.

ARTICLE VIII: GRIEVANCE AND ARBITRATION

8. Grievance hearings are not public.
9. 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 in that appointing unit or in any other appointing unit of the University.

Section C. Grievance Procedure

The Employer and the Union agree that the organizational and/or supervisory structures vary for each college/school. Therefore, the titles used in this section reflect a model of immediate supervisor, Director/Dean, or equivalent, and Provost. 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:

Written complaint: If the matter is not resolved at Step One, the grievance may be submitted in writing to the Director/Dean, or equivalent, and the immediate supervisor, if any, provided that the written grievance is submitted within sixty (60) calendar days following reasonable

ARTICLE VIII: GRIEVANCE AND ARBITRATION

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) calendar days of submission of the written grievance, the supervisor 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 shall be sent to the parties, in writing, within fourteen (14) calendar days of the meeting.

3. Step Three:

Internal hearing: Grievances not resolved at Step Two may be appealed in writing by the Union to both the Director/Dean, or equivalent, and the designee(s) of the Provost, within fourteen (14) calendar days following issuance of the Step Two answer. Within twenty-one (21) calendar days of receiving timely notification, the designee(s) of the Provost and the Director/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/Director/Dean's designee(s) shall send a written answer to the parties within twenty-one (21) calendar days following this meeting.

4. Expedited Processes

a. Expedited Process 1: For grievances that allege discrimination, sexual harassment, or harassment as defined in Article XXV, Non-Discrimination:

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) calendar 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 Director/Dean will hold a Step Three meeting within fourteen (14) calendar days of submission. The meeting may include

ARTICLE VIII: GRIEVANCE AND ARBITRATION

relevant witnesses as determined by each party.

- iii. The Step Three written answer shall be sent by the Provost's and Director/Dean's designee(s) within fourteen (14) calendar 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 6 below and shall so inform the Employer in writing within fourteen (14) calendar days of receipt of the Step Three answer.
- b. Expedited Process 2: Grievances involving discipline under Article X will proceed consistent with the procedures outlined in paragraphs i, ii, and iii below.
- i. The grievance must be submitted by the Union at Step Three within forty (40) calendar days of the date of written notice of discipline, 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 will hold a Step Three meeting within fourteen (14) calendar 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 Director/Dean's designee(s) within fourteen (14) calendar 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) calendar days of receipt of the Step Three answer.

ARTICLE VIII: GRIEVANCE AND ARBITRATION

- iv. In accord with Article XI *Procedures in Cases of Dismissal, Demotion, or Terminal Appointment* and Board of Regents Bylaws Section 5.09, cases of Employees' dismissal, demotion, or terminal appointment are not subject to this *Grievance and Arbitration Procedure* Article.

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 3.D. 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 5. and 6.

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.

ARTICLE VIII: GRIEVANCE AND ARBITRATION

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

2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held on the Flint campus unless otherwise agreed by both the Union and the Employer.
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 1., submitted to them consistent with this Agreement, and considered by them in accordance with this Agreement.
7. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
8. The Employer and the Union shall share the fees and expenses of the arbitrator equally.
9. 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.
10. The arbitrator shall render the decision in writing within thirty (30) days following the hearing.
11. The arbitrator shall not have any authority to substitute their judgment regarding any academic judgment made by the Employer, including all decisions related to tenure and promotion. However, the arbitrator can rule on the impact of

ARTICLE VIII: GRIEVANCE AND ARBITRATION

such academic judgments to the extent the effects may violate the Employer's obligations under this Agreement.

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 IX: SPECIAL CONFERENCES

ARTICLE IX SPECIAL 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 Special Conferences will not be used to circumvent the grievance procedure, or for the purpose of continuing collective bargaining negotiations.

Section B.

Representatives of the Employer shall meet with Union Representatives for a "Special Conference" 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. Representatives of the Employer and the Union shall include the appropriate parties to make a good faith effort to resolve the matter. 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 Special Conferences, shall in no way establish any obligation to negotiate. 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 X
DISCIPLINE

The Employer requires that Employees maintain a standard of performance and conduct that contributes to the University's continuing excellence and efficient operations. For the purposes of discipline and dismissal, the Employer, in its sole discretion within the limits of just cause and Regents Bylaw 5.09, will determine whether an Employee's performance, conduct, or behavior meets this standard.

Section A General Provisions

1. "Discipline" is a written warning, suspension, reduction in duties, or reduction in pay for misconduct or unsatisfactory performance. "Discipline" excludes any action covered by the *Procedures in Cases of Dismissal, Demotion, or Terminal Appointment for Tenured and Tenure Track Faculty* in accord with Regents Bylaw 5.09 and Article XI *Procedures in Cases of Dismissal, Demotion, or Terminal Appointment – Tenure Protections*.
2. Discipline of Employees pursuant to this Article shall be for just cause.
3. Discipline actions taken pursuant to this Article are subject to Article VIII *Grievance and Arbitration Procedure*. If an Employee fails to grieve a disciplinary action in a timely manner pursuant to Article VIII, such Employee is considered to have waived the right to grieve the issue.

Section B. Remediation Plan

Prior to suspension, 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., TCLT), 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.

ARTICLE X: DISCIPLINE

If the Employee fails to achieve the improvements set forth in B(1). or B(2) above, the Employee may be subject to discipline under the provisions of this Article and/or demotion or dismissal in accord with Regents Bylaw 5.09 and Article XI *Procedures in Cases of Dismissal, Demotion, or Terminal Appointment – Tenure Protections*.

Section C. Procedure for Discipline

Prior to any suspension, 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 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 in accord with Section D herein. If the intended action is dismissal or demotion, the procedures in Regents Bylaw 5.09 will apply and Section D herein is inapplicable.

Section D. Review Conference

The provisions of this Section apply to disciplinary actions not covered by Regents Bylaw 5.09. The Employer may elect to proceed with a Review Conference under this Article; however, in cases of potential demotion or dismissal, the provisions of Regents Bylaw 5.09 will apply.

1. A Review Conference committee will be appointed by the Employer to review issues of misconduct or unsatisfactory performance, in accord with Section C above.
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 participate in the Review Conference, 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 within thirty (30) days. If such a decision cannot be made within thirty (30) days, the Employer will provide a written explanation to the Union for why the decision has not been issued and an estimated timeframe for when it will be issued.
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 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.
8. If a Disciplinary Review Committee recommends demotion or dismissal, and if a Dean accepts such recommendation, then the procedures provided in Regents Bylaw 5.09 will be followed.

Section E. Written Notice of Action

1. Within thirty (30) days of the Review Conference, as indicated in D.(5) above, 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 e-mailed to the Employee and the Union. If such a decision cannot be made within thirty (30) days, the Employer will provide a written explanation to the Union for why the decision has not been issued and an estimated timeframe for when it will be

ARTICLE X: DISCIPLINE

issued. 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 XI: PROCEDURES IN CASES OF DISMISSAL, DEMOTION,
OR TERMINAL APPOINTMENT – TENURE PROTECTIONS**

**ARTICLE XI
PROCEDURES IN CASES OF DISMISSAL, DEMOTION,
OR TERMINAL APPOINTMENT – TENURE
PROTECTIONS**

Board of Regents Bylaws Section 5.09 shall be followed before recommendation is made to the Board of Regents of dismissal or demotion of Employees. Employees may request union representation during procedures prescribed in Bylaws 5.09.

If the Employer changes Regents Bylaws Section 5.09 within the duration of this Agreement, the Union shall be notified.

ARTICLE XII: ENGAGEMENT AND APPOINTMENT PERIODS

ARTICLE XII ENGAGEMENT AND APPOINTMENT PERIODS

Section A. On-Campus Engagement

The Employer and the Union recognize and agree that Employees' on-campus, in-person engagement is central to the University of Michigan-Flint mission and to advance the UM-Flint intellectual and cultural community. The Parties further recognize and agree that Employees may have wide variability in where and when they perform their teaching, research/scholarly/creative activities, and service responsibilities.

On-Campus Presence: On or before December 15, 2025, each School's or College's Dean shall, upon soliciting input and feedback from the School's or Colleges' tenured and tenure track faculty, publish an On-Campus Presence Policy that provides the on-campus, in-person expectations for Employees in the Academic Unit. Such policies must account for the teaching, service, and research/scholarly/creative responsibilities of Employees in the School or College.

Employees are expected to maintain an on-campus presence during the academic year in accord with the School's or College's On-Campus Presence Policy and their respective assigned teaching, service, research/scholarly/creative activities.

Changes to a School's or College's On-Campus Presence Policy must be made by the Dean, upon soliciting input and feedback from the affected tenured and tenure track faculty. Schools' and Colleges' establishment of and revisions to On-Campus Presence Policies are not subject to Article VIII *Grievance and Arbitration Procedure*. Application of each School's or College's On-Campus Presence Policy to individual Employees may be subject to Article VIII *Grievance and Arbitration Procedure*.

Student Support Hours: To prioritize student engagement, Employees will dedicate a minimum of two (2) hours of student support per week per course for consultation through scheduled office hours, individually arranged consultations, and electronic communications, which may be in-person or virtual. For courses that take place entirely face-to-face, part of the student support hours must occur in person.

Employees must communicate their office hours to their immediate supervisor (e.g., Department Chair, Division Director) by the first day each semester, and thereafter if their schedule changes.

Section B. Appointment Periods

University-Year Appointments: Employees on University-year appointments shall be available for committee work, faculty meetings, advising students, and other assignments as needed from the first day of the University-year appointments to the last day of the appointment period each year, as defined by the University.

Employees on University-year appointments who serve on standing and/or elected committees that routinely meet in the summer shall be available to meet during the summer months.

Employees on University-year appointment shall be available to perform service expectations as assigned.

12-Month Appointments: Employees on twelve-month appointments shall be available for committee work, faculty meetings, advising students, and other assignments as needed for the duration of their 12-month appointments.

Non-Instructional Duties: All Employees must be available to perform their non-instructional duties during days in the academic year when no classes are scheduled. Non-instructional duties may include but are not limited to: assigned service, participation in department meetings, committee assignments, grading disputes, camps, student organization events, student recruitment and student recognition events (e.g., honors and awards ceremonies), or other work-related activities.

Accreditation and Certification Reviews: When a School's or College's accreditation or certification processes with an external entity may necessitate site visits or other similar processes outside of the University-year appointment period, the Employer may require Employees on U-Year appointments to perform duties related to such accreditation or certification site visits as part of their service requirement or for additional compensation, as agreed upon by the unit and the Employee in advance of the duties being performed.

ARTICLE XII: ENGAGEMENT AND APPOINTMENT PERIODS

Section C. Orientation, Registration, and Commencement

Regardless of modality of instruction, and pursuant to Regents Bylaw Section 5.01(6), all Employees are expected to participate in orientations, registrations, and commencements.

Each School and College will establish and maintain a rotation policy and schedule for Employees' participation in orientations and commencement ceremonies each academic year to fulfill the intent of this Article.

**ARTICLE XIII
ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY**

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 in their research, teaching, service, or creative work.

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 affording 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.

ARTICLE XIV: FACULTY PARTICIPATION IN SHARED GOVERNANCE

ARTICLE XIV FACULTY PARTICIPATION IN SHARED GOVERNANCE

Section A.

The Parties to this Agreement hereby recognize the necessity for meaningful faculty involvement in areas of institutional and academic unit governance, as set forth in the Regents Bylaws, through the University Senate in Ann Arbor and the University Faculty Senate in Flint, with the ultimate decision-making resting with the Regents of the University of Michigan and/or the persons delegated to act in the name of the Regents.

Accordingly, the Union and the Employer recognize the role of governing faculty in institutional and academic unit governance, as provided in Regents Bylaw 5.02 *Governing Bodies in Schools and Colleges*, Regents Bylaw 5.03 *Powers and Duties of the Governing Faculties* and Regents Bylaw 5.04 *Faculty Procedure*.

Section B.

When possible, the Employer will notify the Union at least thirty (30) days prior to the implementation of any decisions significantly impacting the Employees' terms and conditions of employment.

Section C.

The Employer shall reserve at least one seat for a tenured or tenure track faculty member on any non-elected Campus-wide strategic planning committee or Campus-wide non-elected search advisory committee for academic leadership positions (e.g., Deans, Provost, Vice Chancellors, Chancellor). The Employer shall notify the Union any time such a committee is to form. The Union shall recommend Employees in the bargaining unit for each committee. The Employer shall select and determine committee membership.

Section D.

The Employer and the Union agree that shared governance processes, including faculty members' actions or inactions and expressions of opinions, should be free from harassment and threats. This Section is not subject to Article VIII *Grievance and Arbitration Procedure*. If any allegations under this Section occur, the Union and the Employer will meet in Special Conference in accord with Article IX to address the concern.

ARTICLE XV: TENURE AND PROMOTION

ARTICLE XV TENURE AND PROMOTION

Section A. General Provisions

Regents Bylaw 5.08, *Appointment, Tenure, Promotion, and Resignation of the Staff*, and Standard Practice Guide 201.13, Rules Concerning Regents' Bylaw 5.09, Tenure, Tenure Review, and Joint or Partial Tenure Appointments, shall apply to all Employees.

If the Employer makes substantive changes to Regents' Bylaw 5.08 or SPG 201.13 within the duration of this Agreement, the Union shall be notified.

The Employer and the Union recognize that tenure and promotion within each academic discipline is unique and requires specific guidelines and expertise, best provided by those in that academic discipline and in the respective schools and colleges.

Pursuant to SPG 201.13, tenure is granted to certain eligible faculty members at the ranks of associate professor and professor by the Regents of the University upon recommendation of the appropriate departmental chair/director, dean, executive committee (if any), the provost, and at the University of Michigan-Flint by the chancellor, and by the president.

Pursuant to Regents Bylaw 5.08(4), all promotions to tenured teaching positions shall be made by the Board of Regents on recommendation by the chair/director of the department, the dean, the executive committee (if any), the provost, and at the University of Michigan-Flint by the chancellor and the president.

Section B. School and College Procedures

1. Pursuant to Regents Bylaw 5.08 and SPG 201.13, and in order to facilitate the processes of tenure and promotion, each School and College shall develop and maintain a unit-wide Promotion and Tenure Policy that outlines both the standards and policies and procedures for obtaining tenure and promotion that are in effect in that School or College.
2. New Employees shall receive the School's or College's Promotion and Tenure Policy upon commencement of their initial appointment.

ARTICLE XV: TENURE AND PROMOTION

3. If a School's or College's Promotion and Tenure Policy changes, Employees shall be notified of changes in evaluation criteria or procedures by May 1 for the upcoming academic year.
4. Each School's or College's Promotion and Tenure Policy shall include provisions to address how changes to Promotion and Tenure criteria will apply to Employees who seek tenure and/or promotion after such changes are effective.
 - a. *Tenure and Promotion from Assistant to Associate Professor*: For cases involving the awarding of tenure and promotion from Assistant to Associate Professor, each School's or College's Promotion and Tenure Policy will include provisions to address how Employees will be evaluated if the criteria that were in place at the date of their hire as an Assistant Professor are substantively changed prior to the Employee's application for tenure and promotion.

If the Union has a concern about the application of the School's or College's changed Promotion and Tenure Policy criteria for an individual Assistant Professor, the Parties shall meet in Special Conference in accord with Article IX *Special Conferences*, to discuss the application of the School's or College's changed criteria and, if necessary, develop an individualized plan for the Employee's evaluation of tenure and promotion to Associate Professor.

- b. *Tenure Home Change*: If an Employee's appointment is moved from one School or College to another School or College, the Union and the Employer shall meet in Special Conference under Article IX *Special Conferences*, to discuss the Employer's application of the School's or College's Promotion and Tenure Policy and, if necessary, develop an individualized plan for the Employee's future evaluations for promotion and tenure.

5. Each School or College Promotion and Tenure Policy shall include provisions for notifying Employees of their eligibility for tenure review and for promotion to associate professor and all relevant guidelines and standards for tenure and promotion review in the following academic year prior to the review.
6. Each School or College Promotion and Tenure Policy shall include provisions for notifying Employees of the peer review committee's recommendation within two (2) weeks of the recommendation being made.
7. The relevant criteria for tenure and promotion at the level of Provost and Chancellor is the relevant School or College Promotion and Tenure Policy.
8. If the Provost does not accept a School's or College's positive recommendation for an Employee's tenure or promotion review, the Employer shall provide the Employee with written constructive feedback about the Employee's casebook.
9. An Employee's tenure or promotion file may only be accessed for review by the Employee and those involved in evaluating the Employee or administering the promotion and tenure process.
10. No item will be placed in an Employee's tenure or promotion file without the Employee's knowledge. Should an item be placed in an Employee's tenure or promotion file after the Employee has submitted their casebook to the Peer Review Committee for tenure and/or promotion, the Employee shall have fourteen (14) days to respond to the item in writing. External Reviewers' letters, the Dean's recommendation letter to the Provost, and other items that the Employee does not have the ability to respond to pursuant to the School's or College's Promotion and Tenure Policy are excluded from this Section.

ARTICLE XVI: WORKLOAD

ARTICLE XVI WORKLOAD

Section A.

As tenured and tenure-track faculty, Employees' professional responsibilities are consistent with the mission of the University of Michigan-Flint and include teaching, research/scholarship and creative activity, and service. Active participation in all three aspects of the workload is the standard for University of Michigan-Flint tenured and tenure-track faculty.

The Employer and the Union agree that at the University of Michigan-Flint 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.

Section B.

Each School or College shall have a Workload Policy that provides the expectations and responsibilities of the academic unit in all three areas: teaching, research/scholarship and creative activity, and service. Each School's or College's Workload Policy shall include teaching, service and research/scholarly and creative activity expectations that are consistent with their academic unit guidelines for tenure and promotion.

Each School or College's Workload Policy shall include provisions for contact hours, course preparations, teaching loads, modalities of instruction, and other factors unique to the appointing unit.

Section C.

Each School or College shall publish its Workload Policy, as described in Section B above. Changes to a School's or College's Workload Policy must be made by the Dean, upon soliciting input and feedback from the affected tenured and tenure track faculty. Schools' and Colleges' establishment of and revisions to Workload Policies are not subject to Article VIII *Grievance and Arbitration Procedure*.

The location of published Workload Policies shall be provided to new Employees.

2025 Implementation: On or before December 15, 2025, the Employer shall provide the Union with copies of all Schools' and Colleges' Workload Policies that are in effect as of the date this Agreement is ratified. If the Workload Policies in effect as of the date this Agreement is ratified do not include provisions in Section B above, the Workload Policies must be modified to include those provisions on or before December 15, 2025. If a School's or College's Workload Policy deviates significantly from the Workload Policy in effect as of the date this Agreement is ratified, the Union may request impact negotiations to address the issue.

2025 CASE Implementation: Using input and feedback from the College of Arts, Sciences, and Education faculty and in consultation with the Executive Committee, the Dean will document in writing the current workload practice that is consistent with the College's Promotion and Tenure standards on or before December 15, 2025.

Section D.

Work expectations for Employees must be reasonable and consistent with the School's or College's Workload Policy.

Section E.

Each unit shall have a posted policy for summer teaching assignments.

Section F.

In the event the Employer proposes to make substantive changes to the current Workload Policy for an academic unit, the Employer will provide notice of the intent to the Union to make the changes by no later than January 15 for the following academic year and the Employer will publish the revised workload standard by no later than April 15 for the following academic year. If the revised Workload Policy deviates significantly from the academic unit's previous Workload Policy, the Union may request impact negotiations to address the issue.

Section G.

In the event the Union has a concern regarding an academic unit's Workload Policy or an individual Employee's workload, the Union may request a special conference with the Employer under Article IX., *Special 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 Workload Policy.

ARTICLE XVII: DISCONTINUANCE OF ACADEMIC PROGRAMS

**ARTICLE XVII
DISCONTINUANCE OF ACADEMIC PROGRAMS**

Standard Practice Guide 601.02, *Discontinuance of Academic Programs*, shall apply. If the Employer changes SPG 601.02 within the duration of this Agreement, the Union shall be notified at least thirty (30) days prior to any such change and reserves the right to bargain about the impact of such change.

ARTICLE XVIII: SALARY AND COMPENSATION

ARTICLE XVIII SALARY AND COMPENSATION

Section A. Starting Salary Rates

The Employer maintains discretion to determine Employees' initial salary rates, which shall be consistent with other similarly situated Employees' starting salary rates in the same academic area (i.e., the same discipline and area of academic specialization) and with similar education, experience and credentials in the employing academic unit.

Section B. Across-the-Board and Merit Pool Annual Salary Increases and Lump Sum Payments

1. Across-the-Board annual salary increases: Effective on the first day of the Fall semester 2025, 2026, 2027, and 2028, Employees' full-time salary rates shall increase by 1.0%.
2. Merit-based Raises: For the duration of this Agreement, the Employer will designate a 2.0% merit-based salary pool each academic year to be distributed among Employees. The Employees' full-time salary rates will be adjusted annually in accord with the 2.0% merit pool and each Employee's individual merit-based increase will be calculated based on their previous year's performance and distributed from this pool.

To be eligible for merit-based salary increases, Employees must submit an annual activity report in accord with the academic unit's guidelines. An Employee who fails to timely submit the annual activity report in accord with the academic unit guidelines, may, at the discretion of the academic unit, be ineligible to receive a merit-based salary rate increase.

3. Effective on the first day of Fall semester 2025 and on the first day of Fall semester 2026, each Employee will receive a \$1,500.00 lump sum payment, which will be paid respectively in the October 2025 and October 2026 pay checks.

Section C. Salary Increases Upon Promotion in Rank

Following the successful completion of an Employee's first and second promotion reviews, as set forth in Article XV, *Tenure and Promotion*, each Employee shall receive a salary rate increase as follows:

ARTICLE XVIII: SALARY AND COMPENSATION

1. For promotion from Assistant Professor to Associate Professor with Tenure: \$10,000.00 increase to the Employee's full-time rate effective the first day of Fall semester following successful promotion.
2. For promotion from Associate Professor with Tenure to Professor with Tenure: \$15,000.00 increase to the Employee's full-time rate effective the first day of Fall semester following successful promotion.

Section D. Equity and Retention Bonuses

The Employer may increase an Employee's full-time salary rate or provide a lump-sum bonus based on equity or retention considerations.

Section E. Pay Schedules

Employees are paid on a University-year ("U-Year") or 12-month basis. All Employees who are paid on a U-Year appointment will be paid July 1 through June 30 each year.

Section F. Overload Appointments and Summer Teaching

Employees on U-Year appointments, who receive overload appointments and who teach during the Summer semesters shall be paid based on 1/9th of the Employee's U-Year salary rate and the effort percentage of the course(s) being taught, up to the salary cap established by the School or College, if any.

For Employees on 12-month appointments, overload appointments will be paid based on the effort associated with the work up to the salary cap established by the School or College.

Section G. Independent Studies, Individualized Special Topics Courses, Individualized Internships, Other Individualized Instruction

For independent studies, special topics courses, individualized internships, and other individualized instruction, the Employee shall be compensated in accord with the School or College policy.

Each School or College shall publish a policy regarding compensation for all individualized instruction offered within the School or College.

ARTICLE XVIII: SALARY AND COMPENSATION

Implementation 2025: On or before December 15, 2025, each School or College will provide the Union their respective policy regarding compensation for individualized instruction. In the event a School or College makes changes to its policy for individualized instruction compensation, it will provide notice to the Union no later than April 15 for the following academic year.

Section H. Additional Pay Opportunities

This Agreement does not preclude additional pay opportunities for Employees, including but not limited to course buyouts for administrative work, in addition to base salary and salary replacement. Nothing in this Agreement shall be interpreted to suggest that such opportunities are disallowed by the terms of the Agreement.

ARTICLE XIX: RESEARCH AND PROFESSIONAL DEVELOPMENT FUNDS

**ARTICLE XIX
RESEARCH AND PROFESSIONAL DEVELOPMENT FUNDS**

The Employer and the Union have a shared interest in providing Employees with resources to support their research/scholarly/creative activity.

In accord with existing School and College pre-approval and/or reimbursement procedures, the Employer agrees to make available a minimum of \$3,000.00 per Employee per fiscal year for research and/or professional-development related expenses, such as: datasets, software, incentives for research subjects, publishing fees, research and conference travel, and fees associated with conference and professional organization registration.

Employees must comply with all relevant unit and University policies for use of research and professional development funds.

These funds do not carry-over from one fiscal year to the next and they do not accumulate year-to-year.

ARTICLE XX: BENEFITS ELIGIBILITY AND PLANS

ARTICLE XX BENEFITS ELIGIBILITY AND PLANS

Section A. Benefit Eligibility

1. Employees with a minimum 50% appointment with funding lasting four (4) continuous months or longer 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, Flexible Spending Accounts, Health Savings Account (if enrolled in the Consumer- Directed Health Plan), and Legal Plan.
2. Employees with a minimum 1% appointment with funding lasting four (4) continuous months or longer shall be eligible for the Basic Retirement Plan. All Employees with a minimum 1% appointment with funding lasting four (4) continuous months or longer shall be eligible for the Supplemental Retirement Plan and 457 (b) Deferred Compensation Plan.
3. Employees with a minimum 50% appointment with funding lasting eight (8) continuous months or longer shall be eligible for the Expanded Long-Term Disability (hereafter “LTD”) Plan or with three (3) years of service and less than a 50% appointment with funding lasting eight (8) continuous months or longer.
4. 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.
5. Pursuant to the Employer’s benefits policy, an Employee’s eligibility for benefits is based on their job group(s), appointment percentage(s), and the length of their appointment(s).

Section B. Medical Plans

1. The Employer’s medical plans (including prescription drug, dental, and vision coverage), and university contribution to each plan, shall be provided by the Employer in the same manner and to the same extent as provided in Standard Practice Guide *Health and Welfare Benefits* 203.02.

ARTICLE XX: BENEFITS ELIGIBILITY AND PLANS

- a. Flexible Spending Accounts shall be provided by the Employer in the same manner and to the same extent as provided in Standard Practice Guide *Health and Welfare Benefits* 203.02.
- b. Employees who do not elect to opt out or enroll in a dental insurance plan within thirty (30) days of the eligibility date will be automatically enrolled in the employee only University of Michigan Dental Plan Option I.

Section C. Life Insurance and Long-Term Disability Plans

1. The University Group Life Insurance plan, Optional Life Insurance plan, and Dependent Life Insurance plan shall be as provided by the University in the same manner and to the same extent as provided in Standard Practice Guide *Health and Welfare Benefits* 203.02.
2. The University Expanded LTD plan shall be as provided by the University in the same manner and to the same extent as provided in Standard Practice Guide *Expanded Long-Term Disability Plan* 203.01-1.

Section D. Retirement Plan

1. The eligibility to retire (including the age and years of service requirement) and the retirement savings plan shall be as provided by the Employer in the same manner and to the same extent as provided in Standard Practice Guide *Retirement* 201.83 and Standard Practice Guide 203.05 *Retirement Savings Plan*.

Section E. Business Travel Accident Insurance Plan

1. The Travel Accident Insurance Plan shall be as provided in Standard Practice Guide *Health and Welfare Benefits* 203.02.

Section F. General Provisions

In the event of any significant changes in benefits coverage, the Union will be notified no later than 30 days prior to the effective date of any such change. The Union may provide feedback about the change in coverage to the Employer within 30 days of the Employer's notice to the Union. The Employer will

ARTICLE XX: BENEFITS ELIGIBILITY AND PLANS

consider the feedback and respond to the Union as appropriate.

The Employer and the Union agree that any description of an individual benefit plan described in the relevant SPG 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. The Employer and the Union expressly agree that the Employer may make changes to any benefit in this Article.

Service disputes with benefits providers or payors shall not be subject to Grievance and Arbitration procedures.

If 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.

ARTICLE XXI: UNPAID LEAVES OF ABSENCE

ARTICLE XXI UNPAID LEAVES OF ABSENCE

Standard Practice Guide 201.30-1, *Unpaid Leaves of Absence (Instructional)*, shall apply to all Employees.

If the Employer changes SPG 201.30-1 within the duration of the Agreement, the Union shall be notified at least thirty (30) days prior to any such change and reserves the right to bargain about the impact of such change.

The Parties agree that a one-year leave of absence for an Employee on a multiple-year appointment may be granted with the expectation that the Employee will be returning from the leave.

**ARTICLE XXII: SICK LEAVE PLAN, MATERNITY (CHILDBIRTH)
AND PARENTAL LEAVES**

**ARTICLE XXII
SICK LEAVE PLAN, MATERNITY (CHILDBIRTH) AND
PARENTAL LEAVES**

Section A. Sick Leave Plan

The Employer shall provide sick leave in the same manner and to the same extent as provided in SPG 201.11-1 *Sick Leave Plan – Academic Appointments*.

If the Employer changes SPG 201.11-1 within the duration of this Agreement, the Union shall be notified at least thirty (30) days prior to any such change and reserves the right to bargain about the impact of such change.

Section B. Paid Maternity (Childbirth) and Parental Leave

The Employer shall provide paid maternity (childbirth) and parental leave in the same manner and to the same extent as provided in SPG 201.30-6 *Paid Maternity (Childbirth) and Parental Leaves*.

If the Employer changes SPG 201.30-6 within the duration of this Agreement, the Union shall be notified at least thirty (30) days prior to any such change and reserves the right to bargain about the impact of such change.

ARTICLE XXIII: FUNERAL TIME, JURY AND WITNESS PAY

**ARTICLE XXIII
FUNERAL TIME, JURY AND WITNESS PAY**

Section A. Funeral Time

The Employer shall provide funeral time in the same manner and to the same extent as provided in SPG 201.03 *Funeral Time*.

If the Employer changes SPG 201.03 within the duration of this Agreement, the Union shall be notified.

Section B. Jury and Witness Pay

The Employer shall provide Jury and Witness pay in the same manner and to the same extent as provided in SPG 201.29 *Jury and Witness Pay*.

If the Employer changes SPG 201.29 within the duration of this Agreement, the Union shall be notified.

**ARTICLE XXIV: HOLIDAYS, SEASON DAYS, AND EMERGENCY
CLOSURES**

**ARTICLE XXIV
HOLIDAYS, SEASON DAYS, AND EMERGENCY CLOSURES**

Section A. Holidays

Employees shall be granted time off work without loss of compensation for the following holidays:

- New Year's Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving Day;
- The day following Thanksgiving; and
- 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.

Because other days may be of more significance than a University-designated-Holiday, an Employee may substitute up to three days of their own choice for any three of the University designated Holidays within the fiscal year in which the University designated Holidays fall. Written notification of substitution(s) must be given by the Employee to their immediate supervisor on or before July 1st of each fiscal year. An Employee hired after July 1st in the first fiscal year of employment may submit written notification to their supervisor no later than 30 days after their date of hire.

Section B. Floating Holiday

Employees shall be eligible for the "Floating Holiday" as described in SPG 201.26 Section III Regulations for the Floating Holiday.

Section C. 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.

ARTICLE XXIV: HOLIDAYS, SEASON DAYS, AND EMERGENCY CLOSURES

Section E. Emergency and Other Building Closures

Appointing units will inform non-critical Employees what duties are required during short term appointing unit closures, resulting from officially declared inclement weather periods, other short-term emergencies, or in the event the building is closed to Employees for other reasons. Employees may be permitted to work remotely at the academic unit's discretion, or may request to take a vacation day, and the pay of Employees shall be continued in these circumstances.

**ARTICLE XXV: PROHIBITION AGAINST HARASSMENT AND
DISCRIMINATION**

**ARTICLE XXV
PROHIBITION AGAINST HARASSMENT AND
DISCRIMINATION**

Section A. Discrimination and Harassment Other than Sex and Gender-based

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

The University of Michigan-Flint, as an equal opportunity/affirmative action Employer, complies with all applicable federal and state laws regarding nondiscrimination and affirmative action. The University of Michigan-Flint is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, national origin, ancestry, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, political persuasion or affiliation, or veteran status in employment, educational programs and activities, and admissions. Discriminatory harassment is a form of discrimination.

The Employer will take proactive measures to ensure that Employees are treated without discrimination as set forth in Standard Practice Guide (hereinafter “SPG”) 201.89-1 and corresponding policies.

“Harassment” means conduct by a University of Michigan employee or student or a Third Party (as defined in SPG 601.89 Section II.Y, *Policy on Sexual and Gender-Based Misconduct*) 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.

If an Employee is the respondent to a Discrimination or Harassment complaint, the Employer will notify the Employee in writing as soon as practicable that they have a right to Union representation. If an Employee initiates a Discrimination or Harassment complaint or is a witness to a complaint, the Employer will notify the Employee in writing as soon as practicable that they may request Union representation.

ARTICLE XXV: PROHIBITION AGAINST HARASSMENT AND DISCRIMINATION

If the Employer changes Standard Practice Guide 201.89-1, Discrimination and Harassment or Standard Practice Guide 601.89, Policy on Sexual and Gender-Based Misconduct within the duration of this Agreement, the Union shall be notified.

Section B. Adherence to Regents' Policies and State and Federal Laws

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 C. Sex and Gender-based Discrimination and Harassment

The Employer will ensure that Employees are treated without discrimination because of sex, sexual orientation, gender, gender identity or gender expression, sexual harassment, or gender-based harassment as set forth in SPG 601.89 and corresponding policies. Such harassment and discrimination shall be prohibited by the Employer. The parties agree that the applicable University of Michigan policies as pertaining to sexual and gender-based misconduct and Title IX misconduct shall apply (See SPG 601.89).

Section D. Union Activity and Membership

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, Union membership status), and 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 E. Constitutional or Statutory Rights

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

**ARTICLE XXVI: REQUIRED DISCLOSURE OF FELONY CHARGES
AND/OR CONVICTIONS**

**ARTICLE XXVI
REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR
CONVICTIONS**

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 Union 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 X, *Discipline* and Article XI *Procedures in Cases of Dismissal, Demotion or Terminal Appointment-Tenure Protections*. Action taken against an Employee under Article X, *Discipline* and/or Article XI *Procedures in Cases of Dismissal, Demotion or Terminal Appointment- Tenure Protections* 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, *Discipline* concerning the discipline, except cases of dismissal and demotion, 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.

ARTICLE XXVI: REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR CONVICTIONS

The arbitrator will be asked to determine whether the action taken was for just cause, except in the event of dismissal or demotion as defined in Regents Bylaw 5.09 is not subject to grievance and arbitration. 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.

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 or Regents' Bylaw 5.09.

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.

**ARTICLE XXVII: CONFLICT OF INTEREST AND CONFLICT OF
COMMITMENT**

**ARTICLE XXVII
CONFLICT OF INTEREST AND CONFLICT OF
COMMITMENT**

As members of the faculty of the University of Michigan-Flint, 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, University of Michigan-Flint *Policy on Faculty Conflicts of Interest and Conflicts of Commitment* ("Policy"), related University policies and procedures, and conflict of interest and conflict of commitment unit implementation policies for faculty ("unit implementation policies").

Section A.

1. The grievance and arbitration procedure set forth in Article VIII., *Grievance and Arbitration Procedure*, of the Agreement shall apply to procedural disputes under the UM-Flint Policy and a unit implementation policy, if any. An arbitrator's authority is limited to procedural disputes and excludes determination as to the existence or definition of a conflict of interest or a conflict of commitment.
2. The Employer will provide the Union with a copy of the approved unit implementation policy for each academic unit that employs Employees, if any. An updated copy will be provided following the approval of any revision to the unit implementation policy, if any.
3. In the event the Union has a concern regarding the applicability of a particular provision of the Policy or any 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.

ARTICLE XXVIII: TITLE IX

**ARTICLE XXVIII
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.

ARTICLE XXIX
WORKSPACES, HEALTH AND SAFETY

Section A. Health and Safety

1. In the interests of Employee health and safety, the Employer will take reasonable measures to provide proper heat, air conditioning, light, acoustics, and ventilation for all Employees and to minimize unsafe conditions and job hazards to which Employees may be subject.
2. 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 if needed.
3. 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.
4. If an Employee believes an unsafe condition exists, they should report it to an appropriate administrator in the appointing unit, and/or contact the appropriate campus office (e.g., Department of Public Safety, Environmental Health and Safety, etc.), if the unsafe condition is urgent. 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, if necessary, so as not to expose them to the condition.
5. No Employee will be disciplined for refusing to work in conditions determined by the investigation to be unsafe or for refusing to use equipment determined to be unsafe. However, an Employee who refuses to perform a work assignment when no unsafe condition exists may be subject to discipline.
6. No Employee will be disciplined for reporting good-faith concerns about workplace health and safety.
7. Employees shall have access to existing spaces available to faculty or staff for the purposes of expressing breast milk. A list and map of such spaces is available under "campus maps" on the UM-Flint website.

ARTICLE XXIX: WORKSPACES, HEALTH AND SAFETY

If no such space exists in the building(s) in which an Employee works, the Employer shall designate appropriate temporary space(s) in the building(s) for the purpose of expressing breast milk.

8. The Employer will make reasonable effort to provide at least one gender inclusive restroom in every building in which Employees work. In accord with Michigan law and subject to the University's Architecture, Engineering, and Construction guidelines, if a building does not contain a gender inclusive restroom, new buildings and major renovation projects require the inclusion of at least one single occupancy gender inclusive restroom, as part of the project.
9. SPG 606.01, *Proper Use of Security Cameras*, applies to all Employees, including that security camera systems should not enable audio recording. Security camera systems shall not be used for the purposes of Employees' performance evaluations, but may be used in cases of Employee misconduct or safety concerns.

Section B. Workspaces, Faculty Support, and Equipment

1. All Employees shall be listed in existing appointing unit directories and Employee listings. The information shall include, at a minimum, the Employee's name, title, and contact information (e.g. email, phone number, office address).
2. The Employer shall provide library privileges (such as borrowing privileges) to Employees consistent with privileges provided to other faculty.
3. The Employer shall provide access to facilities, services, and technical support that is reasonably necessary for the Employee to complete their assigned duties and responsibilities, including but not limited to:
 - a. New employee orientation and/or the name and contact information of a person in the appointing unit to whom they may direct questions regarding their appointment;
 - b. On-campus office or desk space, chair, lighting, telephone or equivalent, and voicemail;
 - c. Office supplies;
 - d. A computer that is capable of connecting to the internet;

ARTICLE XXIX: WORKSPACES, HEALTH AND SAFETY

- e. Storage space for physical items. If an Employee does not have access to secure storage space for sensitive research data or protected student records, the Employee may request secure storage space to their supervisor;
 - f. Office, laboratory, instructional equipment, safety equipment, and supplies needed to perform their duties;
 - g. Mailbox;
 - h. Photocopying and scanning equipment, if needed;
 - i. Email account.
4. Employees who are required to work remotely full-time may request materials and equipment necessary for their remote office. Employees who choose to and are permitted by their unit to work remotely or work in a hybrid modality will be provided equipment for their on-campus office.
5. If an Employee finds their workspace and/or equipment insufficient for their work, they may place a request for new equipment or a new workspace to their supervisor or appropriate designee. If a request is denied, the supervisor or other relevant party shall provide a written explanation to the Employee.
6. An Employee who does not have access to a suitable computer and software to complete their assigned duties and responsibilities may place a request to their supervisor. If granted, the Employer will supply an appropriate University-managed computer and software reasonably necessary for the Employee to complete their assigned duties and responsibilities.
7. If an Employee leaves or is dismissed from their position, the Employee must return their assigned computer and other university property/equipment to their appointing unit as directed by the appointing unit.

ARTICLE XXX: PERSONNEL RECORDS

ARTICLE XXX 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 XXXI: PRINTING AND DISTRIBUTION OF THE
AGREEMENT**

**ARTICLE XXXI
PRINTING AND DISTRIBUTION OF THE AGREEMENT**

The Employer and the Union will share the cost of printing 150 copies of this Agreement. This supply will be shared equally between the Employer and the Union. Further, the Employer shall notify 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.

ARTICLE XXXII: SCOPE OF THE AGREEMENT

ARTICLE XXXII 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 the Employer, 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 XXXIII: TERM OF AGREEMENT

ARTICLE XXXIII
TERM OF AGREEMENT

Section A.

This Agreement is made by and between the University of Michigan-Flint and the American Federation of Teachers Michigan-American Association of University Professors, AFT Local 5671, 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, 2028.

Section C.

If a successor Agreement is not negotiated by 11:59 p.m. on April 20, 2029, the Agreement shall remain in full force and effect, unless either the University or the Union provides the other Party with written notice of termination at least thirty (30) days prior to termination.

For the Regents of the University of Michigan:

Ellen Grachek Ellen Grachek, Chief Negotiator

Christopher Douglas Douglas, Christopher

Beth Manning Manning, Beth

Shan Parker Parker, Shan

Tonja Petrella Petrella, Tonja

Allyson Strickland Strickland, Allyson

Sapna Thwaite Thwaite, Sapna

**The American Federation of Teachers Michigan-American
Association of University Professors, AFT Local 5671, AFL-
CIO:**

Robert Barnett Robert Barnett, Chief Negotiator

Daniel Birchok Birchok, Daniel

Kazuko Hiramatsu Hiramatsu, Kazuko

Gregory Laurence Laurence, Gregory

Kimberly Saks Saks, Kimberly

MEMORANDUM OF UNDERSTANDING #1: “FLEX” MODALITY

MEMORANDUM OF UNDERSTANDING #1 “FLEX” MODALITY

Introduction. Flex Modality (“F”) is a modality of instruction on the UM-Flint Campus. Flex Modality delivers a single course section in three simultaneous formats: in-person, synchronous online, and asynchronous online. This allows students flexibility to choose how they attend each session. The Parties recognize that courses taught in Flex Modality may impact Employees’ workload because they necessitate teaching synchronously and asynchronously simultaneously. The Union and the Employer share interests in ensuring Employees’ workloads are consistent with their effort and that they are compensated appropriately.

To address concerns related to impacts that teaching in Flex Modality might have on Employees’ workloads, the Union and the Employer agree as follows:

Section A. Use of Flex Modality

1. As of the date of the ratification of this Agreement, the School of Management (“SOM”) is the only School that assigns Employees to teach in the Flex Modality.
2. Each School and College that uses Flex Modality shall include provisions for Flex Modality in their Workload Policy. Assistant Professors may teach only one (1) Flex Modality course per semester.
3. Within ten (10) calendar days of being assigned to teach a course in Flex Modality, the Employee and the Department Chair will meet to discuss how the Employee’s workload will be managed to accommodate the Flex Modality course(s) while ensuring pedagogical soundness and consistency with School or College Workload Policy.
4. Employees who are assigned to teach Flex Modality courses will receive an additional \$2,000.00 per Flex Modality course taught, paid as an additional pay lump sum during the first month of the semester in which the flex course is taught.

MEMORANDUM OF UNDERSTANDING #1: "FLEX" MODALITY

5. If the Union has a concern regarding Flex Modality assignment(s) on an individual Employee's workload, the Union may request a special conference with the Employer under Article IX, *Special Conferences*, to discuss the concern. If the concern is not resolved during the special conference process, a grievance may be filed regarding the impact of the Flex Modality assignment on the Employee's workload to the extent it may be unreasonable or inconsistent with the School or College's Workload Policy.

It is understood that any matter discussed, or action taken pursuant to 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 Memorandum of Understanding. 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.

Section B. Flex Modality Generally

1. Within 90 days of ratification of this Agreement, the Union and the Employer will meet in Special Conference in accord with Article IX, *Special Conferences*, to discuss the impact of Flex Modality on Employees' workloads. Three (3) Employer representatives and three (3) Union representatives will attend the Special Conference.
2. It is understood that any matter discussed, or action taken pursuant to 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 Memorandum of Understanding. 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.

APPENDIX A: DEFINITIONS

APPENDIX A DEFINITIONS

Standard Practice Guide (“SPG”) 201.10 *Definitions* is incorporated by reference herein.

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:

“Academic Year” is defined by the University’s academic calendar, as approved by the Board of Regents and posted on the Office of the Registrar website.

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.

Half-Term:

Appointment period for Employees appointed for one half of one term.

Per Period:

A less than 12-month appointment period for Employees appointed for a time period not otherwise described as University Year, 12-months, or Half Term.

SPG:

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

University Year (U-Year):

As defined in Regents Bylaw 5.01, "University Year" contains any two (2) terms in the calendar, as defined for the year in question. An appointment period for Employees performing services during the respective campuses' academic year and receiving pay for the twelve (12) month period.