

# **AGREEMENT**

*between*

**WAYNE STATE UNIVERSITY**

*and the*

**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS -  
AMERICAN FEDERATION OF TEACHERS,  
LOCAL 6075,  
WAYNE STATE UNIVERSITY CHAPTER**



**MARCH 20, 2013 - MARCH 20, 2021**

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## **Preamble**

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning. It is further recognized that the roles and responsibilities of the University Administration and the teaching faculty and academic staff are interdependent in the determination and implementation of educational policy and objectives. Both parties agree that appropriate and effective involvement of the faculty and academic staff in the development of University employment policies for the bargaining unit is a major objective of this Agreement and of the University Administration and of the Association.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

## **Article I**

### **Recognition and Description of Unit**

#### **A. Collective-Bargaining Agent**

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors-American Federation of Teachers, Local 6075 (hereinafter "Association") as the sole collective-bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for Wayne State University faculty and academic staff within the bargaining unit.

#### **B. Represented Employees**

Wayne State University employees in one (1) or more of the following classifications, other than excluded employees, are included in the bargaining unit.

1. All teaching faculty employed at one-half fractional time or more as lecturer, senior lecturer, instructor, assistant professor, associate professor, professor, faculty (clinical), and faculty (research); and

2. All academic staff employed at one-half time or more in the following non-supervisory classifications and sub classifications thereof: academic advisor, academic services officer, athletic coach and athletic trainer except those in Division I sports or in sports designated by the University to become Division I within two (2) years after notice to AAUP-AFT, extension program coordinator, financial aid officer, health physicist, archivist, librarian, university counselor assistant, university counselor, and academic staff (renewal contract).

### **C. Excluded Employees**

A University employee who falls within one (1) of the classifications set forth in Section B, above, is nevertheless an excluded employee if s/he falls within one (1) or more of the following classifications:

1. President, provost, senior vice president, chief of staff, vice president, deputy provost, associate provost, or other executive officers of the University;
2. Dean, deputy dean, associate dean, or assistant dean;
3. Department chair or associate department chair in the Schools/Colleges of Liberal Arts and Sciences; Fine, Performing, and Communication Arts; Engineering; Medicine; Business Administration; and Eugene Applebaum College of Pharmacy and Health Sciences.
4. University Admissions Officer and Registrar;
5. Director, associate director, or assistant director having supervisory responsibilities with respect to members of the bargaining unit;
6. Adjunct faculty\*, clinical faculty\*, full-time affiliated faculty\*, or visiting faculty (if visiting for no more than two [2] years);
7. Research assistant, research associate, or research scientist;
8. Former University president, unless that individual, within six (6) months of leaving the office of president, has filed with the Association and the University Administration a written election to be included within the bargaining unit;
9. All other University employees having supervisory responsibilities with respect to members of the bargaining unit.

All other University employees not expressly included in the bargaining unit by virtue of paragraph B above are also excluded from the bargaining unit.

\*Non-salaried classifications

- D.** Unless the context clearly requires otherwise, the term “faculty” shall mean members of the faculty who are members of the bargaining unit, and the term “academic staff” shall mean members of the academic staff who are members of the bargaining unit.

## **Article II Personnel Classification**

### **A. Information on Classification**

The Association shall be provided information each term on the current classification of persons in the bargaining unit. The Association shall also be provided, upon request, but no more than once a term, a list of the persons in the following excluded classifications who are on the active payroll at that time:

1. academic directors, academic associate directors, academic assistant directors;
2. research associates;
3. research assistants;
4. all administrative assistants;
5. part-time faculty; and
6. part-time academic staff

The Administration shall provide the Association in an effective manner, at least monthly, with information about individuals who were added to or deleted from the bargaining unit during the previous month and it shall forward promptly to the Association copies of all letters of non-renewal for members of the bargaining unit.

### **B. New Classification Titles**

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles nor to do so by creation of new

classifications. The University agrees that if the functions of existing classifications are arbitrarily changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

### **C. Disputed Classification**

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

## **Article III Administration Rights**

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

## **Article IV Association Rights**

The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

The University shall not aid, promote, or finance any other group or organization that purports to engage in collective bargaining on behalf of employees in the bargaining unit covered by this Agreement.

## **Article V**

### **Association Privileges**

#### **A. University Facilities and Services**

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.
2. The Association shall be afforded the privilege of scheduling periodic meetings on campus, providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.
7. The Association shall be granted an e-mail account for which charges will be assessed at the standard rate for external users. The e-mail account will be used only for communication with members of the bargaining unit and such other users as the University may authorize in writing. The Association shall exercise due diligence in protecting the privacy rights of all individuals. Those regulations established from time to time by the University for the use of e-mail by other users shall also apply to the Association.

#### **B. Information and Data**

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary



for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall promptly receive appropriate memoranda involving contract-implementation policy and procedures having University-wide application.

2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable. The Association will exercise due diligence in protecting the privacy rights of individuals.
3. The Association shall receive all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings.
4. Upon request, the University agrees to furnish the Association one (1) complimentary copy of all College and Division catalogs and schedules of classes and twenty-five (25) complimentary copies of any future editions of the Wayne State Faculty and Academic-Staff Information Bulletin that may be published.
5. There shall be an Association representative on any University Parking Committee.
6. There shall be an Association representative on the President's Council on Non-Discrimination/Affirmative Action.
7. Upon request, the University shall provide the Association its reasons for appointing any person to the lecturer, senior lecturer, or renewal contract classifications.

### **C. Telephones**

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges. The University agrees to list the Association office in the Wayne State University Faculty and Staff Directory and, upon request, will furnish twenty-five (25) complimentary copies of the Faculty and Staff Directory to the Association.

### **D. Parking**

The Association may receive eight (8) master parking gate cards (for the regularly assessed fee), which the Association agrees will be used for official Association business only.

## **E. Printing of Agreement**

Copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the bargaining unit as soon as possible after ratification of the Agreement. In addition, the Association will receive two hundred (200) printed copies of the Agreement for its use. Prior to printing the Agreement, the Association and the Administration will review the typeset, layout, design and font selection to assure accuracy and attractiveness.

## **F. Released Time**

The University will provide for release time for the Association President, the Grievance Coordinators, the Contract-Implementation Officers, and the Chief Negotiator.

If the Grievance Coordinators and the Contract-Implementation Officers are members of the faculty, they will be given a one-course reduction in their teaching duties per term; and if they are members of the academic staff, they will be released from their regular University duties for a period not to exceed two hundred (200) hours per term.

If the Association President is a member of the faculty, s/he will be released from fifty percent (50%) of the standard teaching load in the unit to which s/he is assigned; and if s/he is a member of the academic staff, s/he shall receive fifty percent (50%) released time from his/her regular University duties.

If the Chief Negotiator is a member of the faculty, s/he will be given a one-course reduction from normal teaching load for one (1) term that can be taken during, immediately prior to, or immediately following the negotiations; and if s/he is a member of the academic staff, s/he will be released from regular University duties for a period not to exceed two hundred (200) hours during the negotiations.

In order to allow the units to make suitable arrangements, the Association will notify the University as soon as possible but at least ninety (90) days prior to the date of the commencement of the release time.

## **G. Association Staff Medical Insurance**

Five (5) employees of the Association shall be eligible to participate in the medical insurance program of the University (including eligibility to the Retirees' Program of Medical Insurance) without University subsidy.

**Article VI**  
**Dues and Fair-Share Agency Fee**

**A. Association Dues and Fair-Share Agency Fees**

Bargaining-unit members shall be required to become members of the Association or agree to tender to the Association a prescribed fair-share agency fee or agree to make a contribution to the Provost's University scholarship or research funds.

Association membership, or status as a fair-share agency-fee payer, shall be established by filing a signed payroll deduction authorization with the University or by payment of a lump sum equivalent to the dues or fair-share agency fees required by Association members or fair-share agency-fee payers. Such authorization form will be provided by the Association through the University at the time an offer of appointment is tendered. All authorizations shall remain in effect during the lifetime of this Agreement and any successor Agreements, except as provided below:

1. If a bargaining-unit member who is otherwise obliged, as described above, to pay Association dues or fair-share agency fees fails to tender the dues or fees required, the bargaining-unit member shall have the option to designate the equivalent of one hundred percent (100%) of the current annual Association dues, in the case of bargaining-unit members with tenure or ESS or who have worked at Wayne State University for seven (7) or more years as of September 1, 2002, or one hundred ten percent (110%) of the current annual Association dues in the case of all other bargaining-unit members, to the Provost's University scholarship or research funds.
2. If a bargaining-unit member who is required to do so fails to tender a duly executed authorization card within ninety (90) days of the date of his/her hire, or fails to agree to make a contribution to the Provost's University scholarship or research funds, the Association shall notify the bargaining-unit member by certified or express mail that s/he is delinquent in not tendering the professional dues or fair-share agency fees or in making a contribution, and it shall specify the current amount of the delinquency. The bargaining-unit member shall have thirty (30) days to correct the delinquency and tender the appropriate form.
3. If the bargaining-unit member fails to make an election within thirty (30) days, the Association shall so notify the University, including appropriate documentation demonstrating that the bargaining-unit member has been duly notified and has failed to correct the deficiency.

The bargaining-unit member shall then be notified that s/he has failed to comply with the terms of this Agreement and is subject to a two-day layoff.

4. If the bargaining-unit member fails to make an election within the next thirty (30) days, the University shall notify him/her that s/he shall be laid off for two (2) days.
5. If the bargaining-unit member fails to comply with the requirements specified herein, s/he shall be laid off for the first two (2) days of winter semester break. A bargaining-unit member's lay-off for two (2) days, with a corresponding deduction in his/her academic-year base salary, shall serve to cancel the entire obligation for which the bargaining-unit member is or may be obligated during each academic year. In no instance shall a bargaining-unit member be laid off under this provision more than once during an academic year.

The layoff of a bargaining-unit member shall not be subject to any provision of this Agreement deemed inconsistent therewith. Grievances arising out of this Article shall be limited to whether or not the bargaining-unit member paid the membership dues or fair-share agency fee, or made the contribution, as provided herein. All other grievances shall be barred.

#### **B. Authorization for Payroll Deduction for Association Dues and Fees**

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues or fair-share agency fees levied in accordance with the bylaws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, executes a standard form prepared for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

By not later than August 1 each year, the Association shall provide to the University a rate schedule adopted in its governing board for initiation fees, professional dues, and fair-share agency fees, as well as an electronic list of all dues-paying members, annually and as changes occur, for use in implementing the provisions of this Article.

Any submitted Authorization for Payroll Deduction of Association Dues and Fees form which is incomplete or in error will be returned to the Treasurer of the Association. In the event that a bargaining-unit member elects to contribute to the Provost's University scholarship or research funds, the University agrees to make appropriate regular deductions.

### **C. Payment to the Association**

The University will furnish the Treasurer of the Association, no later than the tenth of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

### **D. When Dues and Fees Deductions Begin**

Dues and fees deduction under all properly executed Authorization for Payroll Deduction of Association Dues and Fees forms for each member of the bargaining unit, as submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the bylaws of the Association. The deductions shall begin following the receipt by the University of the Authorization Forms.

### **E. Limit of University's Liability**

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University and its Governors, officers and employees harmless from all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by the University for the purpose of complying with this Article.

### **F. Refund Claims**

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the bylaws of the Association, refund to the claimant shall be made by the Association.

### **G. Disputes Concerning Dues or Fees Deductions**

Any dispute which may arise as to whether or not a bargaining-unit member properly executed or revoked an Authorization for Payroll Deduction of Association Dues and Fees form shall be reviewed with the individual, an Association-appointed representative, and the University.

## H. Payroll Deduction Form

### AUTHORIZATION FOR PAYROLL DEDUCTION OF DUES/FAIR SHARE FEES

TO: **Wayne State University**

This will authorize you to withhold from my gross, regular, bi-weekly earnings (including WSU summer earnings) either Union dues, Fair Share fees, or research/scholarship fund contributions, as indicated below, in the amount determined by the AAUP-AFT. This authorization will continue during my employment with Wayne State University unless revoked in the manner permitted by law. I direct you to periodically pay the amount withheld to the AAUP-AFT or to a designated fund according to my selection of membership status indicated below.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Access ID \_\_\_\_\_ Banner ID# \_\_\_\_\_

**Note:** Fund contributions and Union dues or fees are not deductible as charitable contributions for either federal or state tax purposes. Union dues or fees may be deducted as a professional expense.

### MEMBERSHIP STATUS

TO: **AAUP-AFT, Local 6075** (*American Association of University Professors-American Federation of Teachers*)

I have elected to become (select one):

- Union member with all the benefits of membership. Dues are currently assessed at the rate of .9% of gross salary, to the maximum salary on which across-the-board raises are based.
- Fair Share fee payer at 75%★ of regular dues, with no benefits of membership.
- Fund contributor at 110% of regular dues to a university-wide Provost's fund (100% for those hired before September 1, 1995, or who had tenure or ESS as of September 1, 2002).

Please designate type of fund:

- Scholarship **or**  Research

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Mail this *Authorization for Payroll Deduction*  
Form & the *Affiliation Status Form* to:

Or, fax forms to Union Office at:  
**(313) 577-8159**

**AAUP-AFT, Local 6075**  
**5057 Woodward Avenue, Suite 3301**  
**Detroit, MI 48202**  
**CAMPUS MAIL**

★ The annual rate is subject to change in accordance with state and federal law. The fair-share rate is determined in reference to expenses that are directly related to collective bargaining as defined by law and as calculated by an independent CPA review.

**Article VII**  
**Past Policies**

**A. Continuation of Past Policies**

Except as modified by this Agreement, the following actions formally approved by the Board of Governors shall remain unchanged for members of the bargaining unit:

Statute 2.41.01.180	The Role of Consulting by Faculty Members
Statute 2.41.04	Patent and Copyright Policy (July 13, 1984)
Statute 2.42.01	Academic Freedom
Statute 2.50.02	Family Employment
Statute 2.51.01	Appointments, Continuing Tenure, Termination and Dismissal Policies and Procedures for Faculty
Statute 2.52.01	Appointments, Continuing Tenure, Termination and Dismissal Policies and Procedures for Academic Staff
Statute 2.55.04	Retirement Regulations, Special Provisions; Personnel Under DSERS

This Article shall not prevent any change of an action, or part of a Board of Governors' action, to bring it into accord with the current contract; nor shall this Article prevent any changes by the Board of Governors to those actions not embodied in the Agreement.

**B. Grievance of Changes**

Issues concerning whether or not Board of Governors' actions which are general personnel policies applicable to the entire teaching faculty and/or academic staff, are being followed in a particular instance are subject to the Grievance Procedure.

Any grievance citing this Article must indicate the specific statute or policy violated including date of adoption by the Board of Governors.

**C. Notice of Action to Delete**

If the Administration wishes to delete any of the statutes contained in this Article or referred to in a Letter of Agreement, the Administration must

notify the Association at least sixty (60) days in advance of presentation to the Board of Governors. If the Association objects to the deletion, the statute must remain intact.

### **Article VIII Nondiscrimination**

Wayne State University and the Association recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity and non-discrimination within the University—both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed that the University, the Association, and members of the bargaining unit shall engage in no discrimination on the basis of race, color, ethnicity, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, gender, sexual orientation, or physical handicap of those capable of performing their professional duties.

Discrimination resulting from sexual harassment as defined by the Board of Governors' statute of July 15, 1983, shall be subject to the Grievance Procedure. Such a grievance may be filed only after remedies under the Board of Governors' statute have been exhausted.

There shall be no retaliation or discrimination against members of the bargaining unit for the exercise of their rights under this Agreement

### **Article IX No Strike/No Lockout**

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call or sanction a strike, walkout, slow-down, sit-down, stay-away, or any other form of interference which materially affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.



The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining-unit members covered by this Agreement.

## **Article X**

### **Layoff and Recall Procedures**

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or Schools/Colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. No recommendation for program discontinuance or substantial curtailment shall be made to the Board of Governors without prior consultation with the affected unit and appropriate academic councils of the School/College/Division and of the University, each of which shall be given the opportunity to submit written advisory reports and recommendations. In such cases the following language shall apply.

The University President, or his/her designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems that may arise because of a need to make such reductions in personnel.

In case of impending reductions in a unit which would require the layoff of bargaining-unit members, the President or his/her designee shall appoint a committee according to the following procedures: N members shall be appointed by the President or his/her designee and N members from a slate of nominees furnished by the Academic Senate which shall advise the President or his/her designee on the possible placement of the affected bargaining-unit members in other units within the University. The slate shall contain two (2) names for every person so appointed. There shall also be one (1) Association-appointed nonvoting representative to the committee.

If a bargaining-unit member holding tenure or employment security status, a unit, and the President or his/her designee agree that placement in that unit would be facilitated for the bargaining-unit member by a reasonable period of training available at the University or elsewhere, the bargaining-unit member shall be granted a training leave at full pay for a period not to exceed one (1) year. After such training the bargaining-unit member shall be reassigned to that unit.

A member of the bargaining unit about to be placed on layoff status shall be given *preference* in filling other vacant positions in the bargaining unit in the University for which s/he is qualified.

A bargaining-unit member may waive the seniority rights that protect him/her from layoff, those rights reverting to the most senior bargaining-unit member in the unit who has been notified that s/he will be laid off.

If the most senior bargaining-unit member on layoff notice refuses these rights in writing, these rights will then be given to the next most senior bargaining-unit member in the unit on layoff notice. This procedure will be repeated until these rights have been offered to the most junior member on layoff status. Those who are laid off by such arrangements shall retain all rights under this Article.

Layoffs and recalls shall be made from among bargaining-unit members in the affected units, departments, programs or Schools/Colleges consistent with the educational goals and program specialties of the affected departments, programs, Schools/Colleges or units in the following order:

#### **A. Faculty Layoffs**

1. Normally, part-time faculty will be laid off first followed by lecturers. In unusual circumstances when special experience is essential to the unit, a full-time or fractional-time faculty member may be laid off, while the part-time faculty member is retained. If the budgetary constraints prove it impossible to staff the range of courses with the full-time and/or fractional-time faculty, then the full-time and fractional-time faculty may be offered the opportunity to teach the courses on an overload basis without additional compensation rather than to use part-time faculty during the academic year.
2. Additional faculty layoffs shall occur in the following order: (a) non-tenure-track faculty by rank and (within rank) by length of service at the University, (b) untenured faculty on tenure track by rank and (within rank) by length of service at the University, (c) tenured faculty by rank and (within rank) by length of service at the University. For purposes of this paragraph, untenured lecturers and senior lecturers with more than seven (7) years' service shall be treated as tenured faculty.

#### **B. Academic-Staff Layoffs**

Academic-Staff layoffs shall occur by classification on a University-wide basis and in the following order: (a) part-time, (b) academic staff (renewal contract) by classification level and (within level) by length of service at the University, (c) other non-tenure-track positions and untenured positions on

tenure track and other non-ESS and non–employment security status on ESS track by classification level and (within level) by length of service at the University, (d) academic staff holding tenure or employment security status by classification level and (within level) by length of service at the University.

### **C. Notice**

Notice of layoff shall occur as follows:

1. Non-tenured or non–employment security status bargaining-unit members who are laid off during the terms of their contracts shall receive six (6) months’ notice if the term contract expiration date is less than twelve (12) months away and shall receive twelve (12) months’ notice if the term contract expiration date is more than twelve (12) months away.
2. Persons holding tenure or employment security status who are to be laid off shall receive eighteen (18) months’ notice.
3. A bargaining-unit member holding tenure or employment security status who has been issued a layoff notice may choose to resign and accept severance pay in lieu of eighteen (18) months’ service.

The severance pay will be equal to the salary the bargaining-unit member would have received from date of resignation to the effective date of layoff, calculated at the bargaining-unit member’s salary rate at the time of resignation. The maximum severance pay is equal to one and one-half years’ salary (nine-month or twelve-month base, as appropriate).

For faculty members this option must be exercised so that the effective date of resignation coincides with the end of an academic term unless another date is mutually agreed to.

Recall rights under this provision are forfeited.

### **D. Continuation of Insurance upon Layoff**

1. A laid-off bargaining-unit member who has six (6) months or more of service shall be eligible to continue currently elected group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining-unit members for one hundred and eighty (180) days beyond the end of the month in which the bargaining-unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off

employee is reemployed elsewhere. Medical and dental coverage may be elected in accordance with federal law.

2. In order to qualify for the coverage described in Section D.1, the laid-off bargaining-unit member shall request desired insurance coverage (in writing) not later than thirty-one (31) days after the end of the month in which s/he is laid off. Such bargaining-unit members shall be invoiced monthly for their share of the premium.
3. A bargaining-unit member holding tenure or employment security status who is issued a layoff notice and whose age is fifty-five (55) or greater at the time of layoff may elect retirement. In such cases the Voluntary Early Retirement provision (Article XII, Sections I and D.7) remains unchanged except for the age eligibility requirement, the declaration-date requirement and, for faculty, the half-time work requirement.

Recall rights under this provision shall be forfeited.

#### **E. Recall**

Recall shall be in the following order:

1. Bargaining-unit members who have tenure or employment security status shall have recall rights for two (2) years for an available position in the bargaining unit in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position in the bargaining unit if the University is provided information on an annual basis that a previously laid-off employee is available and if that laid-off employee is qualified for that position.
2. Bargaining-unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available position in the bargaining unit in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

### **Article XI Participation in Association Activities**

Since the American Association of University Professors has historically been a professional organization, professional participation in Association activities

shall be credited as University service in the same manner that other professional service is credited.

All members of the bargaining unit shall be permitted to attend regularly-scheduled meetings of the Association, or meetings of appropriate committees of the Association, without penalty, provided that such attendance does not interfere with the discharge of their University responsibilities.

## **Article XII Compensation**

### **A. General Compensation Provisions**

Adjustments in the compensation of individual faculty members and academic-staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit. In such cases, there shall be prior review with the appropriate department, School/College, or unit salary committee except in unusual circumstances where it is impractical. The University's implementation of any such salary and/or fringe benefits shall be reported to the salary committee of the unit and to the Association, and the required funds shall not be taken from negotiated compensation-increase pools of current or future bargaining-unit budgets.

The University may grant bonus payments that do not accrue to base salary.

The Association agrees that the Administration may recover by payroll deduction any overpayment that may have occurred as the result of a clerical, procedural or machine mistake. An overpayment shall have occurred when a member of the bargaining unit has received more salary than that to which s/he is entitled by contract. In the event of a dispute as to whether an overpayment has occurred, this question may be grievable under the terms of Article XVII of this Agreement. The grievance process shall be expedited. No payroll deduction shall be made before settlement of this grievance or for five (5) months, whichever is less.

No payroll deduction may exceed the lesser of: (a) twenty-five percent (25%) of disposable earnings for one (1) week; or (b) the amount by which disposable earnings for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time of the deduction.

In the event of an executive order or a legislative reduction of the state appropriation, at the University's request, representatives of the Association and representatives of the University Administration shall meet to discuss the impact of this reduction and possible solutions to the problem.

Salary adjustments under the foregoing provisions are not subject to the Grievance Procedure under this Agreement or under any previous agreement. This prohibition precludes grievances under this and all other provisions of this and previous agreements.

**B. Salary Administration Provisions**

1. Promotional Groups for Faculty

For the purpose of promotional salary adjustments the faculty shall be grouped as follows:

Group I	Assistant Professor, Senior Lecturer
Group II	Associate Professor
Group III	Professor

2. Faculty Salary Provisions

The salary schedules, applicable to all Schools, Colleges, and divisions of the University for the instructional ranks for nine-month and twelve-month appointees, are given in table 12.1.

As reflected in table 12.1 below, the minimum salaries listed for 2012-13 have been increased by five hundred dollars (\$500.00); for ensuing years of this Agreement the minimum salaries have been increased by 2.5%.

3. Academic-Staff Salary Provisions

For members of the academic staff, the salary grades set forth below are established in regard to the minima in table 12.2 (appointment after August 1, 1992, at salary grade 3 or higher, requires a master's degree or higher):

As reflected in table 12.2 below, the minimum salaries listed for 2012-13 for 12-month academic staff have been increased by five hundred dollars (\$500.00); for ensuing years of this Agreement the minimum salaries have been increased by 2.5%.

The salary minima for nine-month academic staff shall be five-sixths (5/6) of the corresponding twelve-month minima.

For the purposes of salary minima, all academic staff regardless of appointment category will be assigned to the following pay grades:

Academic Advisor I (2), II (3), III (4), IV (5)

Academic Services Officer I (2), II (3), III (4), IV (5)

Archivist I (2), II (3), III (4), IV (5)

Represented Athletic Coach I (2), II (3), III (4), IV (5)

Represented Athletic Trainer I (2), II (3), III (4), IV (5)

Extension Program Coordinator I (2), II (3), III (5)

Financial Aids Officer I (2), II (3), III (5)

Health Physicist I (2), II (4)

Librarian I (2), II (3), III (4), IV (5)

University Counselor Assistant I (1), II (2)

University Counselor I (3), II (4), III (5)

**Table 12.1 Faculty  
Salary Minima**

	2012-2013		2013-2014		2014-2015	
	9- Month	12- Month	9- Month	12- Month	9- Month	12- Month
<b>Lecturer</b>	\$32,660	\$39,108	\$33,477	\$40,086	\$34,314	\$41,088
<b>Instructor</b>	\$32,660	\$39,108	\$33,477	\$40,086	\$34,314	\$41,088
<b>Senior Lecturer</b>	\$36,237	\$43,405	\$37,143	\$44,490	\$38,072	\$45,602
<b>Assistant Professor</b>	\$36,237	\$43,405	\$37,143	\$44,490	\$38,072	\$45,602
<b>Associate Professor</b>	\$40,555	\$48,581	\$41,569	\$49,796	\$42,608	\$51,041
<b>Professor</b>	\$49,795	\$59,677	\$51,040	\$61,169	\$52,316	\$62,698

	2015-2016		2016-2017		2017-2018	
	9- Month	12- Month	9- Month	12- Month	9- Month	12- Month
<b>Lecturer</b>	\$35,172	\$42,115	\$36,051	\$43,168	\$36,952	\$44,247
<b>Instructor</b>	\$35,172	\$42,115	\$36,051	\$43,168	\$36,952	\$44,247
<b>Senior Lecturer</b>	\$39,024	\$46,742	\$40,000	\$47,911	\$41,000	\$49,109
<b>Assistant Professor</b>	\$39,024	\$46,742	\$40,000	\$47,911	\$41,000	\$49,109
<b>Associate Professor</b>	\$43,673	\$52,317	\$44,765	\$53,625	\$45,884	\$54,966
<b>Professor</b>	\$53,624	\$64,265	\$54,965	\$65,872	\$56,339	\$67,519

	2018-2019		2019-2020		2020-2021	
	9- Month	12- Month	9- Month	12- Month	9- Month	12- Month
<b>Lecturer</b>	\$37,876	\$45,353	\$38,823	\$46,487	\$39,794	\$47,649
<b>Instructor</b>	\$37,876	\$45,353	\$38,823	\$46,487	\$39,794	\$47,649
<b>Senior Lecturer</b>	\$42,025	\$50,337	\$43,076	\$51,595	\$44,153	\$52,885
<b>Assistant Professor</b>	\$42,025	\$50,337	\$43,076	\$51,595	\$44,153	\$52,885
<b>Associate Professor</b>	\$47,031	\$56,340	\$48,207	\$57,749	\$49,412	\$59,193
<b>Professor</b>	\$57,747	\$69,207	\$59,191	\$70,937	\$60,671	\$72,710



**Table 12.2 Academic-Staff  
Salary Minima**

	<b>2012-2013</b>		<b>2013-2014</b>		<b>2014-2015</b>	
	<b>9- Month</b>	<b>12- Month</b>	<b>9- Month</b>	<b>12- Month</b>	<b>9- Month</b>	<b>12- Month</b>
<b>Salary Grade 1</b>	\$30,483	\$36,580	\$31,246	\$37,495	\$32,027	\$38,432
<b>Salary Grade 2</b>	\$33,340	\$40,008	\$34,173	\$41,008	\$35,028	\$42,033
<b>Salary Grade 3</b>	\$36,463	\$43,756	\$37,375	\$44,850	\$38,309	\$45,971
<b>Salary Grade 4</b>	\$40,169	\$48,203	\$41,173	\$49,408	\$42,203	\$50,643
<b>Salary Grade 5</b>	\$44,455	\$53,346	\$45,567	\$54,680	\$46,706	\$56,047

	<b>2015-2016</b>		<b>2016-2017</b>		<b>2017-2018</b>	
	<b>9- Month</b>	<b>12- Month</b>	<b>9- Month</b>	<b>12- Month</b>	<b>9- Month</b>	<b>12- Month</b>
<b>Salary Grade 1</b>	\$32,828	\$39,393	\$33,648	\$40,378	\$34,489	\$41,387
<b>Salary Grade 2</b>	\$35,903	\$43,084	\$36,801	\$44,161	\$37,721	\$45,265
<b>Salary Grade 3</b>	\$39,267	\$47,120	\$40,248	\$48,298	\$41,254	\$49,505
<b>Salary Grade 4</b>	\$43,258	\$51,909	\$44,339	\$53,207	\$45,448	\$54,537
<b>Salary Grade 5</b>	\$47,873	\$57,448	\$49,070	\$58,884	\$50,297	\$60,356

	<b>2018-2019</b>		<b>2019-2020</b>		<b>2020-2021</b>	
	<b>9- Month</b>	<b>12- Month</b>	<b>9- Month</b>	<b>12- Month</b>	<b>9- Month</b>	<b>12- Month</b>
<b>Salary Grade 1</b>	\$35,352	\$42,422	\$36,236	\$43,483	\$37,142	\$44,570
<b>Salary Grade 2</b>	\$38,664	\$46,397	\$39,631	\$47,557	\$40,622	\$48,746
<b>Salary Grade 3</b>	\$42,286	\$50,743	\$43,343	\$52,012	\$44,427	\$53,312
<b>Salary Grade 4</b>	\$46,583	\$55,900	\$47,748	\$57,298	\$48,942	\$58,730
<b>Salary Grade 5</b>	\$51,554	\$61,865	\$52,843	\$63,412	\$54,164	\$64,997

#### 4. Wage Implementation

For a maximum of three (3) times during the period of March 20, 2016 through March 20, 2021, upon a vote of the University's Board of Governors that the University is in "serious financial distress" the University Administration may prospectively void the contracted across-the-board and selective salary adjustments for the forthcoming contract year. The Association shall have thirty (30) days to submit this matter to binding arbitration.

The arbitrator shall be selected utilizing the procedures provided for this purpose through the Federal Mediation and Conciliation Service. In such event, the arbitrator shall schedule the arbitration hearing and otherwise determine all matters governing the conduct of the hearing. The arbitrator shall provide the parties with his or her findings of fact and award within thirty (30) days of receipt of the parties' post-hearing briefs and the close of the hearing. The arbitrator's award shall in no event provide for a total across-the-board and selective salary adjustment less than zero (0) or in excess of 2.5% during any contract year subject to the arbitration. Further, any such amount shall be split evenly between across-the-board and selective salary adjustments.

The arbitrator shall base his/her award upon the following factors:

- a. The financial ability of the University to pay. All of the following shall apply to the arbitrator's determination of the ability of the University to pay:
  - (i) The financial impact on the University of any award made by the arbitrator;
  - (ii) All liabilities, whether or not they appear on the balance sheet of the University;
  - (iii) Any law of this state or directive binding upon the University that places limitations on the University's expenditures or revenue collection.
- b. Stipulations of the parties;
- c. Comparison of the wages, hours, and conditions of employment of the employees represented by the Association with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in comparable public universities;

- d. The average consumer prices for goods and services, commonly known as the cost of living;
- e. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received;
- f. Changes in any of the foregoing circumstances while the arbitration proceedings are pending;
- g. Other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties.

The arbitrator shall give the financial ability of the University to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

Unless otherwise agreed, any compensation adjustment will be effective the first (1<sup>st</sup>) day of the fall term following the arbitrator's award. The Association may request of the Administration such financial information as it reasonably believes is necessary to prepare for arbitration, provided that such information is reasonably limited to the subject matter of the arbitration. If the parties are unable to agree upon the information to be provided, the Association may refer the matter to the arbitrator to decide.

## 5. Salary Committees

### a. Faculty

In each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; and in each of the Schools/Colleges of Education; Law; Nursing; and Social Work; and in the Library and Information Science Program; and the Division of Research, there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three (3) tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership

shall consist of tenured members. The chair or administrator of equal function or dean/director or his/her designee shall chair the salary committee with vote.

In recommending selective salary increases the committee shall be guided by unit factors and general University criteria and factors for tenure and promotion for faculty. It shall also consider equity when appropriate. For persons not holding tenure-track classifications consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

b. Academic Staff

There shall be an academic-staff salary committee in any unit (School/College or division) where three (3) or more academic-staff members holding tenure or employment security status are assigned.

A majority of the committee membership shall consist of academic-staff members holding tenure or employment security status. The committee shall consist of not fewer than three (3) members holding tenure or employment security status elected by academic staff in the unit, and such other academic staff from the unit as the academic staff may elect. Members holding tenure or employment security status shall constitute the majority of the committee. The dean/vice president (or his/her designee) shall chair the salary committee with vote.

In recommending selective-salary increases the committee shall be guided by unit factors and general University criteria and factors for tenure or employment security status and promotion for academic staff. It shall also consider equity when appropriate. For persons not holding tenure-track appointments consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

c. School/College

In each departmentalized School/College, there shall also be an elected committee of bargaining-unit faculty members to advise the dean/director.

## 6. Salary Data

The Administration will furnish the unit salary committees and appropriate administrators salary data for all bargaining-unit members assigned to that unit.

## 7. Recommended Salaries for New Bargaining-Unit Members

The department chair (or appropriate administrative officer) shall call a meeting of the appropriate salary committee to discuss initial salaries of prospective members of the bargaining unit.

If a quorum of the committee cannot be assembled in a timely fashion, the chair (or appropriate administrative officer) shall consult with those members of the salary committee who are available.

## C. Salary Adjustments for the Duration of This Contract (March 20, 2013, to March 20, 2021)

Effective the first (1<sup>st</sup>) day of the fall term, all bargaining-unit members who were on the payroll as members of the bargaining unit on the last day of the preceding winter term shall be eligible for the following salary adjustments:

### 1. Promotional Salary Adjustments

Each faculty member who is promoted to a higher rank shall receive an adjustment in salary rate of two thousand two hundred fifty dollars (\$2,250), five thousand dollars (\$5,000), and eight thousand five hundred dollars (\$8,500) for promotion to Group I, II, or III, respectively, effective the date of promotion.

Each member of the academic staff who is promoted to a higher grade shall receive an adjustment in salary rate of five percent (5%) or to the minimum of the new salary grade, whichever is higher.

### 2. Lump-Sum Bonus Payments

Within thirty (30) days of ratification of this Agreement by both parties, the University shall make a one-time only lump sum bonus payment (not to be added to base salary) in the amount of one thousand dollars (\$1,000.00) to all full-time bargaining-unit members. Bargaining-unit members with less than a full-time appointment shall receive a pro-rated payment proportionate to the percentage of their appointment.

3. Across-the-Board Salary Adjustments (ATB)

Eligible members of the bargaining unit shall have their salary rates increased as provided in Section 5, below. The across-the-board (ATB) will be applied to all salaries.

4. President's-Deans'/Directors' Selective Salary Adjustments (Selective)

The President, through the deans/directors, shall make additional salary adjustments averaging the percentage shown in the table in Section 5 below based on the salaries of the eligible members of the bargaining unit for the preceding year. The salary committees provided for in this Article shall be consulted prior to making decisions for these adjustments.

In the case of faculty, the pool shall be distributed such that three-sevenths (3/7) of the pool is awarded to recognize accomplishments in scholarship, three-sevenths (3/7) to recognize accomplishments in teaching, and one-seventh (1/7) to recognize accomplishments in service. In recommending selective-salary increases for faculty the committee and the dean/director/vice president shall be guided by unit factors and general University criteria and factors for tenure and promotion for faculty. These factors include teaching, scholarly productivity, service and may consider equity when appropriate. For persons not holding tenure-track classifications, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

In the case of academic staff, the pool shall be distributed such that four-sevenths (4/7) of the pool is awarded to recognize accomplishments in job performance (and scholarship for academic staff with tenure or on the tenure-track whose unit/division factors include publication as a measure of job performance or who request such consideration), two-sevenths (2/7) to recognize accomplishments in professional achievement, and one-seventh (1/7) to recognize accomplishments in service. In recommending selective-salary increases for academic staff the committee and the dean/director/vice president shall be guided by unit factors and general University criteria and factors for tenure or employment security status and promotion for academic staff. They shall also consider equity when appropriate. For persons not holding tenure-track or employment security status appointments, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

In the event of an executive order or a legislative reduction of the state appropriation, at the University's request, representatives of the

Association and representatives of the University Administration shall meet to discuss the impact of this reduction and possible solutions to the problem.

5. Salary Adjustment Table

<b>Academic Year</b>	<b>ATB</b>	<b>Selective</b>
2012-13	0.0%	0.0%
2013-14	\$1,000 and then 1.375%	1.375%
2014-15	1.25%	1.25%
2015-16	1.25%	1.25%
2016-17	1.25%	1.25%
2017-18	1.25%	1.25%
2018-19	1.25%	1.25%
2019-20	1.25%	1.25%
2020-21	1.25%	1.25%

6. Grievances and Appeals

No salary adjustments under Section C.4 of this Article may be grieved under this Agreement or under any previous Agreement. This prohibition precludes grievances under all other provisions of this and previous Agreements.

**D. Medical Insurance**

1. Medical insurance is presently available to members of the bargaining unit through contracts and agreements with Blue Cross/Blue Shield of Michigan, DMC Care (PPO), Community Blue (PPO), Health Alliance Plan (HMO), Blue Care Network (HMO), Total Health Care (HMO) or other carriers mutually agreed upon. All such employees working fifty percent (50%) or more time and all persons on long-term disability shall be eligible to participate in one of the programs.
2. For all HMO/PPOs the University shall provide a subsidy equal to the subsidy in effect on August 31, 1994, (or the full cost of the premium if equal to or less than the August 31, 1994, subsidy) plus seventy percent (70%) of the actual dollar increase in premium for single, two-person, and family coverage plus an additional seven dollars and 50/100 (\$7.50) per month subsidy for family coverage.

For BCBS, the University will provide a subsidy equal to the subsidy in effect on August 31, 1994, plus seventy percent (70%) of the average cost increase for single, two-person, and family coverage for the five (5) HMO/PPOs plus an additional seven dollars and 50/100 (\$7.50) per month subsidy for family coverage.

The five (5) HMO/PPOs used in this provision for calculations are DMC Care, Community Blue, Health Alliance Plan, Blue Care Network, and Total Health Care.

3. New members of the bargaining unit should choose one (1) of these programs at the time of employment. Dependents may be enrolled at the University group rates within thirty (30) days of the bargaining-unit member's effective date of hire.
4. All medical insurance will become effective on the first (1<sup>st</sup>) day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first (1<sup>st</sup>) day on which s/he is actively at work on his/her regular schedule.
5. In the event the bargaining-unit member fails to apply within the first (1<sup>st</sup>) month, s/he will be eligible for Blue Cross/Blue Shield or Health Alliance Plan on the first (1<sup>st</sup>) day of the month following ninety (90) days after filing written notice of application. For all other plans, s/he will be eligible at the next open enrollment period.
6. All bargaining-unit members who qualify for retirement and retire from Wayne State University are eligible for coverage under the plans available to members of the bargaining unit. Retirees shall be responsible for paying the full premium for coverage.

All bargaining-unit members who qualify for retirement and retire from Wayne State University at the age of Medicare eligibility are eligible for coverage under the plans currently authorized to administer Medicare contracts. Retirees shall be responsible for paying the full premium for coverage.

7. Academic staff who elect the Voluntary Early Retirement Program described in Article XIII.I shall be eligible to participate for three (3) years in one (1) of the University medical insurance programs with the same subsidy provided to active employees, unless they have entered into other employment with an employer who offers a subsidized medical insurance program. The University medical insurance program will remain the primary plan until the individual reaches the age of Medicare eligibility at which time the University medical insurance program will be secondary to Medicare. At that time, the individual will be enrolled in the University's retiree medical insurance program with the active employee subsidy amount applied to the retiree medical



insurance rate. An active employee will not be required to designate Medicare as primary insurance coverage.

8. Bargaining-unit members have the option of dropping coverage provided the employee is covered under an alternative health insurance plan (i.e., coverage under a spouse's or domestic partner's plan), and who specifically requests such an option in writing and documents the alternative coverage. An employee who forgoes coverage under a University plan will receive from the University an amount equal to one hundred dollars (\$100.00) per month in lieu of medical insurance coverage effective after submission of all required documents to Total Compensation and Wellness. No employee covered under a WSU medical or subsidized dental plan (including as a dependent) may receive the cash-in-lieu benefit.
9. With the exceptions listed below, a bargaining-unit member who elects not to be covered under a University plan and subsequently desires such coverage will be required to wait for such coverage until the first (1<sup>st</sup>) day of the month following ninety (90) days after filing of application or until the next open enrollment period, depending upon the plan's requirements. The exceptions to this waiting period include:
  - a. The death of a spouse or other person with whose insurance plan the bargaining-unit member maintains coverage; and
  - b. The bargaining-unit member's divorce from his/her spouse and the bargaining-unit member maintained coverage under his/her spouse's medical insurance.

Where one (1) of the exceptions listed above (death or divorce) occurs and the bargaining-unit member is able to provide sufficient documentation thereof, the bargaining-unit member may make application for coverage under one (1) of the University plans and coverage will be effective on the first (1<sup>st</sup>) day of the month following application. When extenuating circumstances arise that are not covered by a. and b. above, the University will give due consideration to requests for exceptions to the waiting periods.

10. Nine (9)-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their medical and dental benefits through August of the year in which they retire under the same terms and conditions such benefits are provided to nine-month bargaining-unit members who have not retired.

## 11. Other Eligible Person Program

Wayne State University will make available to members of the bargaining unit the existing Other Eligible Person benefits program, as set out below. The University reserves the unilateral right to cause these provisions to be reopened for bargaining by giving notice to the effect at any time after December 31, 2010, in which event the Union agrees expeditiously to meet and attempt in good faith to resolve any differences.

### Eligibility:

Under this program, a represented employee who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one (1) other eligible person (“OEP”) if ALL of the following eligibility criteria are met:

The OEP is an adult, age twenty-six (26) or older;

The OEP currently resides other than as a tenant in the same residence as the employee and has done so for the eighteen (18) continuous months prior to the individual’s enrollment;

The OEP is not a “dependent” of the employee as defined by the IRS; and

The OEP is not related by blood or by marriage.

Children who qualified as WSU-defined dependents by an employee’s OEP are also eligible for benefits.

Eligibility to continue coverage for the OEP ceases at the end of the month in which the above criteria are not met. Employees must immediately notify Wayne State University’s Department of Total Compensation and Wellness of a change in eligibility as the OEP, COBRA continuation coverage for the individual will not be available.

### Ineligibility:

The following individuals do not fall within the eligibility criteria for this program: spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders, and tenants of employees.

## **E. Dental Insurance**

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. Members of the bargaining unit who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected effective immediately upon ratification. Effective March 20, 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected. Beginning January 1, 2000, the annual cap on benefits will be one thousand five hundred dollars (\$1,500).

## **F. Vision Care**

Vision coverage includes comprehensive benefits for eye exams, glasses and contacts.

## **G. Interlocking Enrollments**

Medical and dental coverage levels must match (e.g., Family-Family; Single-Single; No Coverage-No Coverage). However, the University will observe court orders affecting bargaining-unit employees and the medical/dental coverage of their dependents.

## **H. Long-Term Disability Income Insurance**

1. The University, at no cost to the staff member, provides a program of disability income insurance.
2. Participation begins after the staff member has completed one (1) calendar year of continuous service one-half (1/2) time or greater at the University or one (1) full calendar year of service with tenure. If three (3) months prior to the appointment at Wayne State University the bargaining-unit member was insured through his/her previous employer under a group disability policy which provided income benefits for a minimum period of five (5) years during total disability due to sickness, the bargaining-unit member is eligible for long-term disability insurance on the first (1<sup>st</sup>) day of the month that coincides with or next follows the date of appointment at Wayne State University.
3. Benefits for an insured staff member begin after six (6) months of continuous total disability and continue for as long as the disability continues or until the affected individual retires. Bargaining-unit members whose disability date is on or after January 1, 1979, and who qualify for benefits after their sixtieth (60<sup>th</sup>) birthday will receive

benefits for five (5) years or-until age seventy (70), whichever comes first (1<sup>st</sup>). In all other cases the disability payments will cease at age sixty-five (65).

4. Employees who decline to apply for long-term disability will be covered under the Leaves of Absence without Pay provisions (Article XIII) after paid time under the short-term disability program and vacation time are exhausted.
5. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from Social Security and Worker's Compensation, is as follows:
  - a. For those whose disability date is before January 1, 1982, the monthly income benefit is equal to sixty percent (60%) of a person's basic salary up to one thousand dollars (\$1,000) per month, plus forty percent (40%) of any basic salary in excess of one thousand dollars (\$1,000) per month, but not to exceed a benefit of one thousand five hundred dollars (\$1,500) monthly.
  - b. For those whose disability date is on or after January 1, 1982, the monthly income benefit is equal to sixty percent (60%) of a person's basic salary, but not to exceed a benefit of two thousand five hundred dollars (\$2,500) monthly.
  - c. For those whose disability date is on or after October 1, 2000, the monthly income benefit is equal to sixty-six and two-thirds percent (66-2/3%) of a person's basic salary, but not to exceed a benefit of five thousand dollars (\$5,000) monthly.
  - d. For those whose disability date is on or after March 1, 2005, the monthly income benefit is equal to sixty-six and two-thirds percent (66-2/3%) of a person's basic salary, but not to exceed a benefit of seven thousand dollars (\$7,000) monthly.

The monthly income benefit will never be less than one hundred dollars (\$100.00). It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF or Fidelity Retirement Plan. A three percent (3%) escalator of the long-term disability benefit is also included.

## **I. Retirement Defined-Contribution Program**

1. Members of the bargaining unit who have attained twenty-six (26) years of age, shall be eligible to participate in the retirement program.

2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF) or Fidelity Investments or selected alternative programs that are jointly agreed upon by the Administration and the Association. Retirement contributions are based on regular contractual salary or wages. Effective January 1, 2001, retirement contributions will also be based on wages for supplemental teaching assignments. The combined salary and wages eligible for retirement contributions shall be no greater than the maximum allowable annual salary under Internal Revenue Service regulations. Retirement contributions are not made on overtime or supplemental remuneration for extra service other than teaching.

Fractional or full-time employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. The Employer match shall start at a one percent (1%) employee contribution, and increase on a 2-for-1 basis, up to a five percent (5%) employee contribution (ten percent [10%] maximum University contribution).

For the University contribution, vested percentage is as follows:

Years of Vested Service*	Vested Percentage
Less than 2 years	-0-
2 years or more in a pay status	100%

\* For the purposes of this Article, “Vested Service” is defined as: (1) If employment ends prior to two (2) years of service, one hundred percent (100%) of the Employer contribution is forfeited to WSU, (2) If employment ends after two (2) years of service the employee is entitled to one hundred percent (100%) of the Employer contribution.

Employees with previous service at an eligible institution may be able to waive all or a portion of the two-year vesting requirement.

3. The University shall offer the full range of options available through each of the retirement programs without restriction.
4. Female members of the bargaining unit who are retired from the University or will retire during the term of this Agreement and who are receiving annuity payments from TIAA/CREF will receive additional payments, if necessary, so that their annual annuity payments will be

the same as a similarly situated male. This provision applies only to those regular benefits earned while serving at Wayne State University.

This program is retroactive to July 1, 1978, and does not imply any past or future liability on the part of the University beyond the dates of this Agreement. The method of payment is through an annuity executed with TIAA.

## **J. Life Insurance**

1. All members of the bargaining unit on a fractional- or full-time basis will be provided with non-contributory life insurance that is equal to the greater of the employee's annual salary or twenty-five thousand dollars (\$25,000). Bargaining-unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of one (1) of the following options:

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times (1X) annual salary to a maximum of one million dollars (\$1,000,000) of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times (2X) annual salary to a maximum of one million dollars (\$1,000,000) of total coverage.

Option No. 3: Non-contributory insurance plus supplemental insurance equal to three times (3X) annual salary to a maximum of one million dollars (\$1,000,000) of total coverage.

Option No. 4: Non-contributory insurance plus supplemental insurance equal to four times (4X) annual salary to a maximum of one million dollars (\$1,000,000) of total coverage.

The life insurance policy shall contain accidental death and dismemberment benefits.

2. A member of the bargaining unit who has received University contributions to the Wayne State University retirement program for five (5) years or who has served ten (10) years in the University and retires after age fifty-five (55) shall, upon retirement, qualify for the retirement life insurance policy in force, fully paid by the University.
3. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

4. Nine (9)-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their life insurance benefit through August of the year in which they retire under the same terms and conditions such benefits are provided to nine (9)-month bargaining-unit members who have not retired.

## **K. Voluntary Early Retirement**

It is recognized that a program of voluntary retirement from service to Wayne State University can at times be of benefit to the individual employee and the University.

### **1. Eligibility**

Bargaining-unit members holding tenure or employment security status who will have attained the age of sixty (60) as of September 1, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 (depending on the academic year during which they wish to enroll in this program), and who have provided at least ten (10) years of full-time service (or its equivalent) to the University shall be eligible to participate in the following retirement options.

### **2. Program Options**

#### **a. Phased Retirement: Faculty**

Faculty bargaining-unit members may elect to reduce, on an irrevocable basis, their workload to fifty percent (50%) for a period of up to three (3) years, following upon which they will retire from the University.

The salary basis for this period shall be fifty percent (50%) of the amount paid to the employee prior to his/her election of this option, as adjusted by such across-the-board and selective increases that may become available.

During this period, the employee shall be entitled to all benefits associated with full-time employment, including participation in the University's medical insurance programs and pro-rata participation in the life insurance, disability and other operative retirement defined programs.

b. Retirement Buy-Out: Academic Staff

Academic-staff bargaining-unit members meeting the eligibility criteria defined in Section 1 above who wish to retire may take the following retirement buy-out option.

Academic staff with ten (10) to nineteen (19) years of full-time service to the University shall receive a payment of eight thousand five hundred dollars (\$8,500) per annum for a three (3)-year period. Academic staff with twenty (20) or more years of full-time service to the University shall receive a payment of twelve thousand dollars (\$12,000) per annum for a period of three (3) years.

Academic staff who elect this option shall be eligible to participate for three (3) years in one (1) of the University-subsidized medical insurance programs with the same subsidy provided to active employees. This subsidy will terminate three (3) years after the effective date of retirement from the University. After the subsidy has been terminated, the retiree shall be eligible for the same medical insurance benefits as other University retirees under the same terms applicable to all other retirees and shall be responsible for paying the full premium for their medical insurance coverage at the retiree rates as they may be adjusted from time to time. This subsidy is not available for those who have entered into other employment with an employer who offers a subsidized medical insurance program. During the three-year period of the early retirement, the University medical insurance program will remain the primary plan only until the individual reaches the age of Medicare eligibility at which time the University medical insurance program will be secondary to Medicare. At that time, the individual will have the option of enrolling in the University's retiree medical insurance program with the active employee subsidy amount applied to the retiree medical insurance rate. For any covered dependent that reaches the age of Medicare eligibility prior to the early retiree, the University subsidy will be discontinued. The dependent will not be eligible for coverage under a University medical insurance program until the early retiree reaches the age of Medicare eligibility and elects retiree medical coverage. The subsidy will terminate at the end of the three-year period.

3. Program Enrollment

Participation requires bargaining-unit members to submit an irrevocable declaration of their intent to take the buy-out or begin



phased retirement to their dean or director and to Total Compensation and Wellness prior to March 1, 2014 (for an effective date of change in status no later than August 17, 2014), March 1, 2015 (for an effective date of change in status no later than August 17, 2015), March 1, 2016 (for an effective date of change in status no later than August 17, 2016), March 1, 2017 (for an effective date of change in status no later than August 17, 2017), March 1, 2018 (for an effective date of change in status no later than August 17, 2018), March 1, 2019 (for an effective date of change in status no later than August 17, 2019), March 1, 2020 (for an effective date of change in status no later than August 17, 2020), and March 1, 2021 (for an effective date of change in status no later than August 17, 2021).

#### **L. Special Retirement Incentives**

The President or his/her designee may offer other special retirement incentives to individual members of the bargaining unit holding tenure or employment security status. At the request of the Association the University's implementation of any such retirement arrangement shall be reported to the personnel committee of the bargaining-unit member's department/School/College and/or to the Association.

#### **M. Vacations**

Full-time twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four (4) months of service, amounting to twenty-two (22) working days per year. Vacation days do not accumulate when the bargaining-unit member is in an unpaid status of any kind. Vacation days earned, but not used, may be accumulated up to twenty-three (23) days. However, bargaining-unit members whose salaries are derived from funds other than the general fund must use all vacation time prior to shifting to the general fund or prior to shifting to another subsidy source or the vacation accrual will be reduced to zero (0).

Vacation days must be scheduled in advance with the appropriate chair or dean/director/vice president and shall be approved in accordance with the operational needs of the unit. Vacation days shall be requested in writing. The employee's time sheet shall be processed by the administrator with the payroll covering the vacation period. If the time sheet is not filed by the administrator as herein provided, the bargaining-unit member may file a grievance requesting that the vacation days be processed and his/her vacation bank be debited the vacation days accordingly.

Upon termination of employment (other than retirement) a member of the bargaining unit holding tenure or employment security status will be paid for unused vacation days up to a maximum of twenty-three (23) days. A non-tenured bargaining-unit member will be paid for the unused vacation days up to a maximum of twenty-three (23) days or for the remaining days in his/her term appointment, whichever is less. Before transfer from a twelve-month to a nine-month appointment, a bargaining-unit member shall utilize the vacation days in his/her vacation bank prior to the transfer date. Upon special circumstances the President or his/her designee may authorize payment for vacation days that would otherwise be lost.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

#### **N. Holidays**

The eight (8) holidays consisting of Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day shall be official University paid holidays.

#### **O. Christmas/New Year's Closure**

Twelve-month bargaining-unit members will be given time off with pay between Christmas and New Year's. Any bargaining-unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

#### **P. Flexible Spending Accounts**

Bargaining-unit members are eligible to participate in a program of Flexible Spending Accounts for Reimbursement of Medical Care Expenses and Dependent Care Expenses. The election to participate is limited to once per year and must continue for the entire calendar year. This program is provided at no cost to the employee.

### **Article XIII Leaves of Absence**

#### **A. Leaves of Absence without Pay**

##### **1. Professional and Personal Leaves**

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons (including illness or

accident) may under certain circumstances be beneficial to both the individual and the University.

a. Eligibility

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have had one (1) year of continuous, full-time service in the bargaining unit. Under certain circumstances, the President or his/her designated representative may waive the one-year eligibility requirement.

b. Application for Leave

The member of the bargaining unit shall submit in writing to his/her department chair or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. Approval

Upon the recommendation of the department chair or immediate supervisor and subject to the concurrence of the dean, director or vice president, as appropriate, a leave of absence without pay may be granted by the President or his/her designated representative.

d. Length of Leave

Leaves of absence without pay may be granted for a period not to exceed twelve (12) months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one (1) year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety (90) days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pre-tenure employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. Fringe Benefits

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at

the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two (2) years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two (2) years.

f. Return from Leave

If a member of the bargaining unit does not return to work by the date of leave expiration, s/he shall be considered to have voluntarily resigned from the University unless s/he was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, s/he must submit a written request for return to work to the department chair or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty (30) days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above-stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay for medical reasons is required to complete a medical questionnaire authorized by the University before the individual may return to work. If the individual is unable to return to work for medical reasons and medical leave has been approved by the University and if s/he has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, s/he shall be placed on the short-term disability leave for which s/he is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the

field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, s/he shall be placed on the short-term disability leave for which s/he is eligible in accordance with Article XIII, Section C.1, and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. Salary Increases

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which s/he would have received had s/he not been on leave and by selective increases approved through the regular channels.

2. Military Leave

The University agrees to comply with the federal and state Veterans Employment Acts.

**B. Professional Leaves**

1. Authorized Short-Term Absences

- a. Absences for outside professional activities related to University responsibilities which necessitate absence from the bargaining-unit member's usual University operating location may be approved with pay for periods up to thirty (30) working days.
- b. Requests for authorized absences should be filed by the bargaining-unit member with his/her chair or dean/director/vice president at least two (2) weeks prior to the start of the proposed activity and at least three (3) weeks prior to activity outside the United States.
- c. The bargaining-unit member will work with the dean/director/chair/vice president to ensure that there is coverage of the bargaining-unit member's teaching responsibilities; however, the final responsibility for arranging the coverage resides with the administrator who approves the leave. It shall also be the responsibility of the bargaining-unit member to inform the dean/director/chair/vice president of the essential duties that need to be performed during the period of absence.

d. Approval is given by the University President or his/her designee.

## 2. Sabbatical Leaves

The President or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven percent (7%) of the members of the bargaining unit with tenure may be on sabbatical leave in any one (1) semester. Under extraordinary circumstances this maximum may be exceeded at the discretion of the President or his/her designee.

### a. Eligibility

- 1) A sabbatical leave may be granted for one (1) or two (2) semesters to any bargaining-unit member who holds tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.
- 2) Dependent upon the type of sabbatical leave requested (Section B.2.f.1), an applicant shall have served at least six (6) or twelve (12) semesters of regular full-time contractual employment in the bargaining unit since his/her initial appointment to academic-staff or faculty classifications or since a previous sabbatical leave. The elapsed semesters need not be consecutive, but no more than two (2) semesters shall be counted for any one (1) academic year.
- 3) A non-tenured tenure-track faculty member in the rank of assistant professor, associate professor, or professor, or a tenure-track member of the academic staff is also eligible for consideration for a one-semester sabbatical leave after six (6) semesters of full-time service since the initial appointment in the bargaining unit and with the approval of the dean/director/vice president. Such a sabbatical leave must be completed prior to the beginning of the seventh (7<sup>th</sup>) year of service. The granting of such a sabbatical leave may not be cited as evidence of merit in any application for tenure and/or promotion or in any challenge of tenure, promotion or non-renewal decisions.

### b. Applications

- 1) Applications for sabbatical leave shall include the following:

- (a) The presentation of a definite plan for the scholarly/creative plan of work for the sabbatical leave.
  - (b) An indication of the specific semester(s) for which the leave is requested.
  - (c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.
  - (d) The applicant's agreement to return to service with the University for two (2) semesters in the year immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.
  - (e) The applicant's agreement to submit a written report on the extent to which s/he has achieved the purpose for which the leave was granted.
  - (f) A report on his/her most recent sabbatical leave, if any, that shall include the plan of scholarship/creative work for that sabbatical leave and the progress made to date on achieving the specific goals of that plan.
- 2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chair or equivalent administrator no later than November 15 of the year preceding the University year in which the leave is to begin, and complete application materials shall be forwarded to the President or his/her designee through normal administrative channels. All applications for sabbatical leaves from a department or equivalent unit shall be evaluated by the department chair or equivalent unit administrator and, in those units with tenure committees, by a committee designated by the unit. If the application is not approved at any level, the applicant will be informed that the application will not be forwarded further. The evaluations of both the chair and the committee, along with the complete application materials and the dean's/director's/vice president's recommendation, shall be forwarded to the President or his/her designee through normal administrative channels by December 15 after the November 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 1.

c. Conditions of Leave

- 1) An applicant shall agree to return to service with the University for two (2) semesters in the year immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.
- 2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic-staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the President or his/her designee.
- 3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean/director/vice president of the candidate's School/College/division prior to the filing of the application.

For the purpose of meeting the needs of a unit, with the prior written approval of the dean/director/vice president, a sabbatical leave application for a professional development project may be filed.

- 4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole semesters. Exceptions to this regulation require the written approval of the dean/director/vice president prior to the filing of the application.
- 5) For persons employed on the twelve-month payroll, one (1) semester of service shall be interpreted to mean four and one-half (4-½) calendar months of service.
- 6) A written report on what has been achieved relative to the goals of the leave will be submitted to the unit director (usually chair or dean) within two (2) months of returning to the University from the leave. The report will be sent to the dean and the Provost.



d. Length

- 1) A sabbatical leave may be granted for one (1) semester or two (2) consecutive semesters.
- 2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the spring-summer term unless the faculty member is on a spring-summer within-load assignment. Winter and fall semesters of a given calendar year are regarded as consecutive except in this case where a faculty member teaches within-load for the spring-summer term.

e. Sabbatical Leaves Committee

- 1) There shall be a University Sabbatical Leaves Committee consisting of eight (8) members and chaired by the President or his/her designee. Seven (7) bargaining-unit members shall be selected according to the method described in Article XXX, University-Wide Committees, at least one (1) of whom must be a member of the academic staff, but no more than two (2) members of the committee may be from the same School/College. One (1) additional person shall be selected by the President or his/her designee. The President or his/her designee shall be a member *ex officio* of the committee (without vote).
- 2) The functions of this committee shall be:
  - (a) to evaluate all applications and to rank those applications which the committee deems worthy of approval for sabbatical leaves;
  - (b) to advise the President or his/her designee of its recommendations; and
  - (c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. Salary and Benefits

- 1) For each semester on sabbatical leave the individual shall receive as salary a percentage of the salary s/he would have received were s/he not on leave, such percentage to be determined by the number of semesters elected for the sabbatical leave and the length of full-time service since the last sabbatical leave or initial employment as follows:

One (1) semester following twelve (12) semesters of service as described in 2.a.2 above	Faculty Academic Staff	100% 80%
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Two (2) semesters following twelve (12) semesters of service as described in 2.a.2 above		60%
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One (1) semester following six (6) semesters of service as described in 2.a.2 and 2.a.3 above		80%
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- 2) During a sabbatical leave the individual’s contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were s/he not on leave. An individual on sabbatical leave is subject to payment of Association dues or fees proportional to his/her sabbatical salary from the University.
  
- 3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank in excess of twenty-two (22) days not utilized prior to the commencement or at the conclusion of the sabbatical leave shall be forfeited.

### 3. Academic-Staff Professional Development Released Time

Upon presentation of an appropriate project for professional development, and with the approval of the unit administrator, an academic-staff member is entitled to up to one (1) day of released time per week for up to fifteen (15) weeks per calendar year. Failure to approve the project is not grievable. There shall be no more than seven percent (7%) of the academic staff approved for professional development leave in any calendar year. The process shall be done on an annual basis at the same time as the sabbatical leave process.

In the event that there are applications from more than seven percent (7%) of the academic staff, a nine-member committee shall advise the President or his/her designee of its recommendations for professional development leaves. The committee shall be composed of four (4) academic-staff members selected by the Association, four (4)

academic-staff members selected by the President or his/her designee and a chair designated by the President or his/her designee who shall serve as chair without vote except in the case of a tie vote.

### **C. Leaves of Absence with Pay**

It is recognized that leaves of absence with pay are appropriate for illness, personal emergencies, and the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which s/he is normally on the payroll. Nothing in Section C shall be interpreted or applied so as to violate, or minimize the protections available to employees under the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), or any other state or federal laws.

#### **1. Short-Term Disability Leave for Illness**

- a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth [1/9<sup>th</sup>] of the academic year compensation per month for nine-month employees) for periods of disability of up to one (1) month plus an additional number of months equal to the number of years of service completed, the total of such benefits shall not exceed in any twelve-month period: forty-four (44) working days after one (1) year of employment but no more than two (2) years of employment; sixty-six (66) working days after two (2) years of employment but no more than three (3) years of employment; eighty-eight (88) working days after three (3) years of employment but no more than four (4) years of employment; one hundred ten (110) working days after four (4) years of employment but no more than five (5) years of employment; and one hundred thirty-two (132) working days after five (5) years of employment. Persons who enter the bargaining unit after July 31, 1986, who have an accumulated sick bank acquired under an accrual system at Wayne State University will have the number of days in their old sick bank added to the twenty-two (22) short-term disability days to which they are entitled as members of the bargaining unit—the total not to exceed one hundred thirty-two (132) days. The former sick bank will be canceled.

Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked. Nine-month

bargaining-unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining-unit member is still disabled at the beginning of the Fall Term s/he may continue on short-term disability in the normal manner.

- b. Bargaining-unit members shall be responsible for promptly notifying their department chair, dean, or immediate supervisor of each day of illness absence. Any member of the bargaining unit, as defined in 1.a, must provide, when requested by his/her direct supervisor, medical verification for absences beyond five (5) consecutive business days and/or a release-to-return-to-work form from his/her attending healthcare provider. The University may require additional medical verification by the bargaining-unit member's healthcare provider to be filed if a bargaining-unit member requests leave beyond thirteen (13) consecutive calendar days or beyond the initial leave period requested.
  
- c. If the Administration has a reasonable belief, based on objective evidence, that a bargaining-unit member's present ability to perform essential job functions will be substantially impaired by a medical condition or that s/he will pose a direct threat due to a medical condition, the Administration may require the bargaining-unit member to submit to a medical examination. Such an exam will be restricted to the specific medical condition resulting in the leave and the bargaining-unit member's ability to perform the essential functions of his/her job, with or without reasonable accommodation. In the event of a disagreement between the bargaining-unit member's healthcare provider and the University's physician, the University may require the bargaining-unit member to be examined by a third (3<sup>rd</sup>) physician approved jointly by the University and the bargaining-unit member. The cost of the medical opinions required by the University shall be borne by the University. In the event of a disagreement between the bargaining-unit member's physician and the jointly selected physician, the latter's opinion shall be determinative. If the University chooses not to seek a third (3<sup>rd</sup>) opinion of a mutually agreed-upon physician, the opinion of the bargaining-unit member's healthcare provider will be determinative. The bargaining-unit member will suffer no loss of compensation to which s/he is otherwise entitled due to delays caused from scheduling a second (2<sup>nd</sup>) or third (3<sup>rd</sup>) medical exam or obtaining a second (2<sup>nd</sup>) or third (3<sup>rd</sup>) medical opinion.

- d. Any member of the bargaining unit, as defined in 1.a, who has five (5) or more years of continuous full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half (1/2) compensation for the remainder of the six (6)-month short-term disability period.
  - e. A bargaining-unit member who has been on short-term disability leave and has medical approval from his/her physician and subject to the limitations of XIII.C.1.c may return to work on a fractional-time basis. S/he shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that s/he has remaining in his/her short-term disability bank.
2. Mandatory Sick Leave

The Administration may require a bargaining-unit member to undergo a medical examination when they have a reasonable belief, based on objective evidence, that a bargaining-unit member's present ability to perform essential job functions will be substantially impaired by a medical condition. A physician mutually agreed to by the University Administration and the bargaining-unit member will conduct the medical examination. In the event that there is sufficient evidence, as determined by the mutually agreed-upon physician to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the essential duties and responsibilities of his/her position with or without reasonable accommodation, the person may be placed on mandatory sick leave. Decisions made by the University Administration under this contract provision shall be subject to the Grievance Procedure entering at Step One (1).

3. Personal Emergencies

- a. Each day of absence for a personal emergency as provided in this Section shall be deducted from the short-term disability bank, as described in Section 1.a above, and shall be reported on the University's official Time/Exception Report.
- b. A member of the bargaining unit shall be given a leave of absence with pay of not more than five (5) days in the event of the death of a member of the immediate family. "Immediate family" is defined

as: spouse, OEP, parent, sibling, child, grandparent, parent-in-law, OEP's parent, sibling-in-law, OEP's sibling, child-in-law, OEP's child, and grandchild or OEP's grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

- c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five (5) consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).
- d. A member of the bargaining unit may be granted an additional five (5) days leave to be charged as described in 3.a for emergency situations arising under 3.b or 3.c at the request of the unit administrator and with the approval of the President or his/her designee. A negative decision for such a request is not subject to the Grievance Procedure.
- e. After six (6) months of service, a member of the bargaining unit may take up to two (2) days for personal reasons during a fiscal year (October 1 to September 30). One (1) additional day for personal reasons shall accrue for those with more than ten (10) years of service. Sufficient prior notice shall be given to the unit administrator prior to taking a personal leave day. It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator coverage of the bargaining-unit member's essential duties during the period of absence.

#### 4. Civic Obligations

##### a. Court and Related Duties

Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining-unit member outside of the nine-month contract period nor request a change within the nine-month contract period without the written consent of the member. No nine-month bargaining-unit member who is called for jury duty outside of the nine-month contract period shall request a

change in the dates of jury duty to duties within the period of his/her nine-month assignment, except with the approval of the President or his/her designee.

It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator the bargaining-unit member's essential duties that need to be performed during the period of absence.

b. **Short-Term Military Leave**

Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not exceeding thirty (30) days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining-unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

**D. Parent Leaves of Absence**

It is recognized that a flexible and effective parent leave program can facilitate professional continuity for faculty and academic staff. In this spirit, the following options are available for members of the bargaining unit:

1. **Short-Term Disability Leave**

For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-Term Disability Leave for Illness as specified in Section C.1 of this Article.

2. **Modified-Duties Assignment for Childbearing and Child Care Responsibilities**

a. With prior approval, a member of the bargaining unit who has significant responsibility for the care of an infant for the period

before and/or immediately following birth of a child or adoption of a child under age six (6) may be granted a semester of reduced duties in order that the parent can prepare and/or care for the infant or child.

- b. The duration of the modified-duties assignment may not exceed fifteen (15) weeks, including the anticipated short-term disability leave for pregnancy, childbirth and recovery therefrom, and should normally coincide with the beginning and ending dates of the semester. Whenever possible, requests for modified-duties status should be submitted in writing to the dean/director/vice president at least two (2) months prior to the start of the requested leave and must include a certified statement by the bargaining-unit member certifying that s/he is assuming primary responsibility for the care of an infant or child.
- c. A modified-duties assignment may take two (2) forms. For a modified-duties assignment in which the equivalent of a full workload is performed, no adjustment in compensation or future assignments may be required. For a modified-duties assignment in which a reduced workload is arranged, some adjustment in compensation, up to three thousand dollars (\$3,000), and/or in-load teaching or other assignments as described in D.2.e, may be required. It is the responsibility of the bargaining-unit member to work with the dean/director/vice president to develop an acceptable modified-duties plan. Conditions and responsibilities of the modified leave status must be approved by the President or his/her designee.
- d. During that portion of the semester that they are not away on short-term disability leave, bargaining-unit members on modified-duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the dean/director/vice president.
- e. Faculty whose modified-duties assignment involves a reduction in teaching load and who have not had an adjustment in compensation as per D.2.c must teach, on an in-load basis, additional courses equivalent to the greater of one (1) course or one-half (1/2) of the teaching responsibilities they would have had during the semester of modified-duties status. Academic staff whose modified-duties assignment involves a reduction in workload must arrange a plan with their unit administrator for additional in-load assignments. Such additional teaching or other assignments shall occur within the next three (3) semesters following their return from modified-duties status. This



requirement for additional teaching and other assignments may be waived by the President or his/her designee where the modified-duties plan is the equivalent of a complete workload.

- f. Bargaining-unit members on subsidy-conditioned appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.
- g. If in the opinion of a bargaining-unit member and the Association, the bargaining-unit member improperly has been denied modified duties, a Step One grievance may be filed for the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant reconsideration will be at the discretion of the President or his/her designee.

### 3. Parent Leave of Absence without Pay

A member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A of this Article.

### 4. Temporary, Fractional-Time Appointments

Temporary, fractional-time appointments may be requested.

### 5. Tenure or Employment Security System Interruption

A member of the bargaining unit who is a significant care giver for an infant or young child, or a severely ill and/or injured parent, or who has experienced a serious and/or disabling medical condition (as defined by the Americans with Disabilities Act or the Family and Medical Leave Act) personally or within the family may request that a maximum of one (1) year be excluded from the countable years of service that constitute that bargaining-unit member's probationary service for tenure or employment security status. The request must include a certified statement by the bargaining-unit member that s/he is a significant caregiver for an infant or child or parent, or has experienced a qualifying medical condition personally or within the family. Only one (1) year may be excluded for child rearing from the countable years of service that constitute an individual's probationary period regardless of the combination of circumstances. The request must be in writing and must be approved by the unit administrator and by the President or his/her designee, and a copy of the approval must be forwarded to the Association. The Association will be informed by the President or his/her designee of all such approvals.

In the case of requests for stopping the clock for other professional reasons, the bargaining-unit member may appeal in writing through his/her chair/director and dean to the President or his/her designee, who will seek the concurrence of the Association.

## **E. Reporting of Absence**

A member of the bargaining unit shall report each day of absence from the University. Specifically, vacation, illness (short-term disability), mandatory sick leave, bereavement leave, parent leave, jury duty, and military leave, shall be reported in a timely fashion on the official Time/Exception Report.

A member of the bargaining unit shall discuss with the designated person in his/her academic unit teaching obligations and/or other essential duties that will be affected by absence from the University for any of the reasons set forth in Sections C.4.a, C.4.b, and D of this Article.

## **Article XIV Fractional-Time Employees**

All members of the bargaining unit employed fifty-percent (50%) time or more (but less than one-hundred percent [100%] time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full non-contributory group term life insurance coverage as is provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the retirement program, supplemental life insurance option, Social Security, Worker's Compensation, official University-paid holidays, and, when eligible, for long-term disability income insurance as described in XII.H. Twelve-month fractional-time bargaining-unit members shall accrue vacation days in proportion to the fraction of time worked. Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

## **Article XV Administration-Association Meetings**

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

## **Article XVI Administration of Agreement**

### **A. Scheduling of Duties**

The Association and the University Administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B of this Article and Section F of Article V. Upon written request, the University Administration shall endeavor to reschedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

### **B. Scheduling of Meetings**

Every effort shall be made to schedule negotiation sessions and other necessary Association-University Administration meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic-staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

### **C. No Additional Payments for Services**

It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

## **Article XVII Grievance Procedure**

### **A. Intent**

The University Administration and the Association agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University Administration.

## **B. Definition**

A grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions that are specifically excluded from the Grievance Procedure.

## **C. Informal Procedure for Handling Grievances**

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chair and dean (or his/her designee) or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

## **D. Filing of a Grievance**

A grievance may be filed jointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department-, School-/College-, division-, or bargaining-unit-wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Two, unless specifically provided for elsewhere in this Agreement.

## **E. Formal Procedure for Handling Grievances**

### **1. Step One**

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on mutually acceptable forms to the Provost or his/her designee stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated, and the adjustment sought.

The grievance must be in writing and receipted by the University representative within sixty (60) working days following the time at which the grievant or, in the case of group grievances, any member of the group could have reasonably been aware of its occurrence.

Within fourteen (14) working days of receiving the grievance, the Provost or his/her designee shall arrange a meeting between the grievant, one (1), two (2), or three (3) Association-appointed representatives and the Provost or his/her designee and, at his/her discretion, the dean or his/her designee, the chair, and/or a fourth (4<sup>th</sup>) administration representative. A written answer to the grievance shall be forwarded by the Provost or his/her designee to the Association with a copy to the grievant within fourteen (14) working days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) working days after an answer shall be considered settled on the basis of the last answer and not subject to further review.

If a meeting is not arranged in a timely fashion, the Association may proceed to Step Two of the Grievance Procedure providing it does so within twenty-one (21) working days of the initiation of Step One.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Two of the Grievance Procedure provided it does so within twenty-one (21) working days of the time of the meeting.

If a meeting occurs but the Association finds the answer unacceptable, the Association may proceed to Step Two of the Grievance Procedure provided it does so within twenty-one (21) working days of the receipt of the Step One response.

The Association may request an extension if it needs additional time to reach a decision about proceeding to Step Two.

## 2. Step Two

If the Association intends to proceed to Step Two, it must notify the President or his/her designee within twenty-one (21) working days of the receipt of the Step One response. If additional time is needed, a request for an extension must be forwarded within the twenty-one-day period. Within twenty (20) days of such notification, a representative of the Association and a representative of the University's Office of the

General Counsel shall meet for the purpose of selecting an arbitrator to arbitrate the dispute. In the event the parties are unable to agree upon the selection of an arbitrator, the selection shall be made in accordance with the then prevailing rules of the Federal Mediation and Conciliation Service (FMCS). FMCS will provide a panel of seven (7) arbitrators. The parties will strike names alternately until one (1) name remains, and that arbitrator will be appointed.

There shall be no formal rules of evidence, and the arbitrator shall operate in accord with the prevailing rules of the Federal Mediation and Conciliation Service. Each party may present its own witnesses.

The arbitrator's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B of this Article, and limitations and exclusions to the arbitrator's authority contained in other Articles of this Agreement will also apply. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and his/her findings shall be consistent with the terms of this Agreement. The arbitrator shall issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.

The award of the arbitrator shall be based exclusively on evidence presented at the hearing. Decisions within the jurisdiction and the authority of the arbitrator shall be final and binding on the part of the Association, bargaining-unit members, and the University.

## **F. Right to Counsel**

At any step of the Grievance Procedure, the appointed representative(s) of either the Association or the Administration may be an attorney. A person acting in the capacity of legal counsel shall not participate at any level of the Grievance Procedure unless the other party has been afforded an opportunity in advance to have legal counsel present.

At Step Two of the Grievance Procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

## **G. Extensions of Time Limits**

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement.

## **H. Liability**

In no event shall the University's liability antedate sixty (60) days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost. In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

## **I. Expenses**

The professional fee and expenses of the arbitrator shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

## **J. Withdrawal of Grievance**

The Association may withdraw a grievance at any step of the Grievance Procedure. Such grievance may be re-filed as long as the filing is within the original sixty (60) working days timeframe.

## **K. Rights of Management**

While a grievance is pending, all managerial and administrative rights and functions, except those that are abridged by this Agreement, are vested exclusively in the University's Administration.

## **L. Additional Time for Internal Appeal**

If the Association advises the University during any of the above-specified twenty-one-day periods that an internal appeal is in progress, the Association shall be given an additional twenty-one (21) working days in which to appeal to the next step. The fact of such internal appeal shall not be used against the grievant in any step of the Grievance Procedure.

## **M. Right to Representation**

If a member of the bargaining unit reasonably anticipates that some disciplinary action may result from a meeting with a University Administration representative or his/her designee, the bargaining-unit member may request that an Association representative be present.

If some disciplinary action results during a meeting in which an Association representative is not present, the bargaining-unit member has the right to adjourn the meeting pending the arrival of an Association representative.

Meetings of an optional nature, once called, may not be dismissed solely because a bargaining-unit member exercises his/her right to have Association representation at the meeting provided the University has the right to have at least two (2) representatives at the meeting.

## **Article XVIII**

### **Selection Advisory Committees**

#### **A. Selection and Review of Department Chairs**

1. When a new chair of a department (or administrator of equal function) is to be appointed, a committee shall be formed to seek and recommend candidates to the dean. Such a committee shall include N faculty members and academic-staff members from the department in question elected by the department for which the chair is being sought. One (1) student representative shall be selected by the School/College student council from among the departmental majors of that department. The President or his/her designee shall appoint N members.

In clinical departments in the School of Medicine the membership of the committee shall include N members elected by the faculty of the department, N members appointed by the President or his/her designee, and one (1) student representative selected by the School/College student council from among the departmental majors of that department. At the discretion of the President or his/her designee, the committee may include one (1) or more representatives of affiliate medical organizations, up to a maximum of N.

The above committee structures shall not obtain in those departments with fewer than five (5) tenured full-time faculty and academic staff holding tenure or employment security status, in which case the membership shall be appointed by the President or his/her designee but shall include not less than one-half (1/2) bargaining-unit members including representation from the department in question.

The President or his/her designee shall appoint the chair of the committee from among the committee members. The President or his/her designee shall establish the procedures for the search. A slate of at least three (3) candidates for chair shall be presented to the President or his/her designee. Fewer than three (3) candidates may be presented to the President or his/her designee, if mutually agreeable to the President or his/her designee and the committee.

If the position is not filled by one of the candidates, the committee shall readdress the question. If the position is still not filled after a second



slate of candidates is presented, the matter shall be forwarded to the President or his/her designee for whatever action or decision s/he deems appropriate.

2. Prior to the appointment or reappointment of an acting chair, the President or his/her designee shall consult with the selection advisory committee, and/or an appropriate faculty and academic-staff committee of the department.
3. Terms of appointment shall not exceed five (5) years. One (1) year prior to the end of this term, a review committee shall be formed. At least three-fourths ( $3/4^{\text{th}}$ ) of the committee members shall be tenured or hold employment security status, except in the clinical departments in the School of Medicine. N members of the committee shall be faculty members and academic-staff members from the department in question and elected by the department. N members shall be appointed by the President or his/her designee. One (1) student representative shall be selected by the School/College student council from among the departmental majors of that department.

There shall be no minimum of tenured or employment security status faculty and academic-staff members on review committees in the clinical departments in the School of Medicine. In clinical departments in the School of Medicine the membership of the committee shall include N members elected by the department, N members appointed by the President or his/her designee, and one (1) student representative elected by the school student council from among the departmental majors of that department. At the discretion of the President or his/her designee, the committee may include one (1) or more representatives of affiliate medical organizations, up to a maximum of N-1. If N-1 representatives of affiliate medical organizations are added, the President or his/her designee may increase the number of Presidential appointees to the committee from N to N+1.

The President or his/her designee shall appoint the chair of the committee from among the committee members. The President or his/her designee shall establish the procedures for the review. This committee shall evaluate the progress of the department and the effectiveness of the chair and shall forward a report to the President or his/her designee. The committee shall insure that faculty members have an opportunity to express their views to the committee during its review process.

## **B. Selection of Deans and Review of Schools/Colleges**

1. When a new dean of a School/College is to be appointed, a committee shall be formed to seek candidates and advise the President or his/her designee. Such committees shall include N faculty members and academic-staff members from the School/College in question elected by the School/College for which the dean is being sought. The President or his/her designee shall appoint N members and one (1) student member shall be selected by the College Student Council.

In the case of a search for the dean of the School of Medicine, N members shall be elected by the School. N+1 members shall be appointed by the University President or his/her designee, at least one (1) of whom must be a faculty or academic-staff member from the School of Medicine, and one (1) student member shall be selected by the School of Medicine Student Council. At the discretion of the President or his/her designee, the committee may include one (1) or more representatives of affiliate medical organizations, up to a maximum of N-1. If N-1 representatives of affiliate medical organizations are added, the President or his/her designee may increase the number of Presidential appointees to the committee from N to N+1.

In forming committees, the School/College and the President or his/her designee shall strive for committee membership that is broadly representative with respect to discipline and affirmative action considerations.

The President or his/her designee shall appoint the chair from among the committee members. The President or his/her designee shall establish the procedures for the search. A slate of at least five (5) candidates for dean shall be presented to the President or his/her designee. Fewer than five (5) candidates may be presented if mutually agreeable to the President or his/her designee and the committee. The slate shall be presented within a reasonable time mutually agreed upon by the President or his/her designee and the committee.

If the position is not filled by one of the candidates, the President or his/her designee shall take whatever action s/he deems appropriate. S/he shall seek the advice of the committee on the qualifications and suitability of any person s/he seeks to appoint.

2. Prior to the appointment or reappointment of an acting dean, the President or his/her designee shall consult with the selection advisory committee and/or an appropriate faculty and academic-staff committee of the School/College.

3. Terms of appointment shall not exceed five (5) years. One (1) year prior to the end of this term a review committee shall be formed. N members of the committee shall be faculty members and academic-staff members from the School/College in question and elected by the School/College. N members shall be appointed by the President or his/her designee. One (1) student member shall be selected by the College Student Council.

For the School of Medicine the membership of the committee shall include N members elected by the School and N members appointed by the University President or his/her designee. One (1) student member shall be selected by the School of Medicine Student Council. At the discretion of the President or his/her designee, the committee may include one (1) or more representatives of affiliate medical organizations, up to a maximum of N-1. If N-1 representatives of affiliate medical organizations are added, the President or his/her designee may increase the number of Presidential appointees to the committee from N to N+1.

The President or his/her designee shall appoint the chair of the committee from among the committee members. The President or his/her designee shall establish the procedures for the review. This committee shall evaluate the progress of the School/College and shall forward a report to the President or his/her designee.

### **C. Selection of Dean of University Libraries or Director of Archives**

1. When a new dean of University Libraries or director of Archives is to be chosen, a committee shall be formed to seek candidates and advise the President or his/her designee. Such committees shall include N members selected by the President or his/her designee from a slate of 2N faculty members and academic-staff members elected by the unit in question. The President or his/her designee shall appoint N members and one (1) student member shall be selected by the University Student Council.

The President or his/her designee shall appoint the chair from one of the committee members. The President or his/her designee shall establish the procedures for the search. A slate of at least five (5) candidates for dean or director shall be presented to the President or his/her designee. Fewer than five (5) candidates may be presented to the President or his/her designee if mutually agreeable to the President or his/her designee and the committee.

If the position is not filled by one of the candidates, the President or his/her designee shall take whatever action s/he deems appropriate.

S/he shall seek the advice of the committee on the qualifications and suitability of any person s/he seeks to appoint as dean of University Libraries or director of Archives.

2. Prior to the appointment or reappointment of an acting dean or director, the President or his/her designee shall consult with the selection advisory committee and/or an appropriate bargaining-unit-member committee of the Libraries or Archives.
3. For the dean of University Libraries or director of Archives terms of appointment shall not exceed five (5) years. One (1) year prior to the end of this term a review committee will be formed. This committee shall include representation from the bargaining-unit members in the affected unit. The President or his/her designee shall establish procedures for the review. This committee shall evaluate the progress of the unit and shall forward a report to the President or his/her designee.

#### **D. Other Procedures**

Nothing in this Article shall preclude the appropriate appointing administrative officer and the affected faculty and academic-staff group from developing alternative, mutually-acceptable procedures for selection and review instead of those outlined above. Any such agreement must be ratified by a majority of the voting faculty and academic staff in question and is assumed to be case specific. Moreover, this Section does not preclude the traditional rights of faculty and academic staff to meet as individuals with appropriate administration officers to voice their opinions.

Wherever there is provision in this Article for student representation to be selected by student government organizations, the appointing administrative officer, after consultation with the committee, may appoint a student to serve if the nomination from the student government organization is not received in a reasonable period of time.

### **Article XIX Validity**

In the event that any portion of this Agreement is declared to be or becomes inoperative under state or federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

## **Article XX**

### **Term Appointments**

#### **A. General Provisions**

##### 1. Definition

A term appointment is an employment contract for a specified period of time. Term appointments shall be in writing and shall indicate compensation and the period of the appointment. Any special conditions related to the term appointment shall be included in the letter of offer.

##### 2. Consultation

Insofar as practicable, no full-time term appointments of prospective faculty members of the bargaining unit shall be made in units with tenure committees without prior consultation with the appropriate unit committee or the tenured faculty of that unit. (For the definition of the committee, see Article XXII.D.1.b.) Insofar as practicable, no full-time term appointments of prospective academic staff of the bargaining unit shall be made without consultation with the appropriate tenure/promotion committee or the tenured and/or employment-security-status academic-staff members of the originating unit. (For the definition of the committee, see Article XXI.D.)

##### 3. Limits

Term appointments for faculty and academic staff who are on the tenure track shall be limited to seven (7) years of full-time service except as provided in Article XIII.D.3 and 5. Under special circumstances, exceptions may be made by the Administration with the consent of the Association.

Term appointments for academic staff on the employment-security track shall be limited to five (5) years of full-time service except as provided in Article XIII.D.3 and 5 and under paragraph B.2 below.

Tenure-track appointments that occur after October 1 shall have the tenure clock begin on the next July 1. The intent of this language is to assure that each tenure applicant who did not join the University at the beginning of an academic year and who has had renewal of term appointments into a seventh (7<sup>th</sup>) year shall have at least seven (7) complete years of full-time service.

#### 4. External Prior Service

Full-time service in a tenure-track or similar faculty position at a baccalaureate-granting institution other than Wayne State University and which is accredited by a nationally recognized accrediting agency may be counted for up to three (3) years if the bargaining-unit member and the dean concur in a request for crediting such prior service during the bargaining-unit member's first (1<sup>st</sup>) year at Wayne State University. Under the same conditions, prior service in a full-time academic-staff or faculty position may be counted for up to three (3) years toward employment security status if the bargaining-unit member and the dean/vice president concur in a request for crediting such prior service during the bargaining-unit member's first (1<sup>st</sup>) year of service.

The credit agreement may be cancelled at any time by mutual agreement of the unit member and the dean/vice president.

#### 5. Sixth (6<sup>th</sup>) Year Denial of Tenure

A tenure-track bargaining-unit member who has been initially denied tenure at the University level in his/her sixth (6<sup>th</sup>) year of service and who has been recommended for tenure at the School/College level in the sixth (6<sup>th</sup>) year shall be granted a terminal seventh (7<sup>th</sup>) year appointment.

#### 6. Reconsideration

If, in the opinion of a bargaining-unit member and the Association, the bargaining-unit member has improperly been denied renewal of a term appointment, a Step One grievance may be filed for the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant a reconsideration will be at the discretion of the President or his/her designee. If the President or his/her designee denies reconsideration s/he shall provide his/her written reason(s) for his/her decision to the Association. The matter shall in no case be carried forward to Step Two of the Grievance Procedure. However, upon request of the Association, a meeting with the President or his/her designee to further discuss the reasons for the decision shall be held.

Except for procedural matters, all matters related to term appointments are not subject to the Grievance Procedure (Article XVII).

#### 7. Statutes

Except where modified by this Article, the University's existing term appointments statutes shall remain in full force and effect.

## 8. Length of Term Appointments

Under normal circumstances, for bargaining-unit members on the tenure track or employment-security track, only the initial term appointment may be for one (1) year or less. Subsequent renewals shall normally be for multiple years.

Under normal circumstances, the initial term appointment for bargaining-unit members appointed as full-time or fractional-time lecturers or senior lecturers shall be for one (1) year or less. Renewal contracts can be for one (1), two (2), or three (3) years and do not require posting. After three (3) years of service as lecturer and/or senior lecturer, a bargaining-unit member's normal renewal shall be for two (2) or three (3) years. One-year renewals after three (3) years of service require the approval of the Provost.

## B. Specific Provisions

### 1. Faculty

For faculty, tenure-track appointments may be made in the ranks of assistant professor, associate professor, and professor.

Faculty (clinical), faculty (research), lecturer, senior lecturer, instructor, and faculty whose appointments are conditioned on subsidy are non-tenure-track appointments.

### 2. Academic Staff

Effective October 1, 1990, all new members of the academic staff, except librarians and archivists, will be hired as non-tenure-track employees. At the discretion of the University, librarians and archivists may be appointed either on the tenure track or outside the tenure track.

Academic staff may be hired in one (1) of the following non-tenure-track categories: (a) appointment conditioned on subsidy, (b) appointment in the Academic-Staff Employment Security System, (c) appointment as academic staff (renewal contract), (d) appointment as athletic coach or athletic trainer.

Term appointments for those academic staff in the Academic-Staff Employment Security System shall be limited to five (5) years of full-time service. The following rules shall apply in counting the five (5) years of full-time service for the attainment of employment security status; and, therefore, as to the five (5) year limit on term appointments:

- a. An academic-staff member who transfers from one classification title to another is eligible to apply for full or partial credit for years of service in the employment security system. In determining the credit, the dean/vice president of the unit to which the academic-staff member desires to transfer will consult the academic-staff member. Before any transfer takes place, there must be agreement in writing with respect to the credit to be given. The decision shall include consideration of the similarities and/or differences between factor statements of the unit the person is leaving and the one to which the person is going as well as job descriptions of the two (2) positions. If the academic-staff member and the dean/vice president cannot agree as to the credit to be given, the academic-staff member may not transfer to the new classification.
- b. A change from general fund appointment to subsidy-conditioned appointment will stop the ESS clock. Time spent on subsidy-conditioned appointment will not be counted. When there is a transfer from the subsidy-conditioned appointment back to general fund, the ESS clock will begin again and the previous time spent in general-fund appointment will be counted.
- c. Time served in a fractional-time appointment will not be credited toward the five (5) year limitation.
- d. The clock will begin anew for persons who leave the University and are subsequently rehired, unless external prior service time is agreed to according to A.4 of this Article.

Term appointments for academic staff on subsidy-conditioned appointment, for athletic trainer or athletic coach not in Division I sports or designated to serve in Division I sports within the next two (2) years, or for academic staff on academic-staff (renewal contract) appointments are not in the employment security system.

A member of the academic staff in the employment security system may not accept an appointment with the same classification level and within the same unit for a subsidy-conditioned appointment or for an academic-staff (renewal contract) appointment.

## **C. Annual Review Provisions**

### **1. General Provisions**

Each year the unit tenure committee for faculty and the unit tenure/promotion committee for academic staff (see XXII.D and



XXIII.B) shall prepare a written review for any bargaining-unit member holding a term appointment. In a unit without the appropriate committee, the unit administrator (chair, dean, director, or vice president) shall possess the authority and functions of the committee. In such units the unit administrator shall consult with the tenured faculty, or the tenured and employment-security-status-academic staff, as appropriate.

The bargaining-unit member shall receive at least two (2) weeks' notice prior to the annual review.

The appropriate unit administrator may concur and/or may add his/her comments to the committee's written review. The appropriate unit administrator shall discuss the review with the bargaining-unit member. The written review shall have been given to the bargaining-unit member at least five (5) days prior to the discussion. At the option of the appropriate unit administrator or the bargaining-unit member, the designated spokesperson of the committee will also be present at the discussion. If the unit contains more than fifteen (15) persons requiring annual written reviews, the appropriate unit administrator may select a designee to conduct some of these discussions. In cases where the bargaining-unit member is not satisfied with the review performed by a designee, s/he may request review by the appropriate unit administrator. The written reviews shall be placed in the bargaining-unit member's personnel file along with supporting or dissenting material provided by the bargaining-unit member and the unit committee. The failure to conduct an annual written review is grievable at Step One only. Neither the written review nor the discussion nor the failure to complete any annual written review shall imply any commitment to recommend reappointment, promotion, employment security status or tenure.

For bargaining-unit members with joint appointments, the annual review is to be carried out by the unit in which the major activity is carried out following the above procedures. The director/chair of the other unit(s) must contribute to the review conducted by the primary unit.

## 2. Faculty Provisions

For faculty on the tenure track, the annual review shall be based upon excellence in teaching and in scholarly achievement or, for a faculty member in the creative or performing arts, in creative professional achievement, and shall take into account such unit, School/College, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, School/College,

and/or University and/or public and/or professional service which benefit the University. The annual review shall identify areas of growth and strength and areas of concern in teaching, scholarship or creative activity, and service.

For faculty not on the tenure track, the annual review shall be in relation to his/her professional performance and as it relates to appropriate unit, School/College and University factors as are in force except that lecturers and senior lecturers shall be reviewed primarily for teaching with secondary consideration for excellence in scholarly work and/or service if the letter of appointment has identified scholarly work and/or service as part of the bargaining-unit member's responsibility.

### 3. Academic-Staff Provisions

For academic staff on the tenure track, the annual review shall be based upon excellence in job performance and in appropriate scholarly or professional achievement, and shall take into account such unit, School/College, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, School/College, and/or University and/or public and/or professional service which benefit the University. The annual review shall identify areas of growth and strength and areas of concern.

For academic staff not on the tenure track, the annual review shall be based on excellence in job performance; excellence in professional achievement is also required, but is given secondary weight. Consideration shall also be given to non-instructional service to the department, School/College, and/or the University and/or public and/or professional service that benefit the University. Excellence in scholarly achievement, at the option of the academic-staff member, will be considered but is not required. The committee shall take into account such unit, School/College, and University ESS/promotion factors as are in force. This academic-staff review must contain, at the least, the following components:

- a. standards of performance for the particular position;
- b. identification of the specific appraisal factors;
- c. accomplishments in job performance, professional achievement, scholarly achievement (at the option of the academic-staff member), and/or service;
- d. identification of areas of growth and major strengths;

- e. identification of future expectations and areas of improvement; and
- f. unexpected changes in job status that affected performance.

## **D. Non-Renewal of a Term Appointment**

### **1. General Provisions**

Notices of non-renewal shall be personally served or mailed to the bargaining-unit member's home address recorded in the University's computerized records by certified, express, or registered mail, or sent by a commercial delivery service such as Federal Express or UPS that provides a receipt showing the date on which sent, on or prior to the date of notice requirement stated below. For 12-month employees, if such notice is sent late thirty (30) days or fewer, it will nonetheless be effective, but the bargaining-unit member shall be compensated at the rate of one (1) day's pay for each day the notice is late. When a notice to a 12-month employee is sent thirty-one (31) days or more late, and when a notice to a nine-month employee is sent late at all, the notice is not effective, provided that where notice was not sent by the means specified above but a bargaining-unit member nonetheless received actual written notice by the specified date, the notice will be effective, but the bargaining-unit member shall receive sixty (60) calendar days' pay. Failure to provide notice to faculty or academic staff, however, shall not constitute a basis of claim for tenure or employment security status.

### **2. Faculty Provisions**

For faculty on the tenure track, written notice of non-renewal of appointment shall be sent at least three (3) months prior to expiration of initial term appointments which are less than two (2) academic years. In subsequent reappointments of less than two (2) years, written notice of non-renewal shall be sent at least six (6) months prior to the expiration of an appointment. Where the term appointment is for two (2) or more academic years, written notice shall be sent at least twelve (12) months prior to the expiration of the appointment.

For faculty on subsidy-conditioned appointments and for ranked faculty not on tenure-track appointments who are on a one (1)-year term appointment, written notice of non-renewal shall be sent at least three (3) months prior to expiration of each appointment or reappointment or whenever the subsidy is discontinued, whichever is less. For ranked faculty not on tenure-track appointments who are on multi-year appointments, written notice of non-renewal shall be sent at least six

(6) months prior to the expiration of each appointment or reappointment.

For lecturers and senior lecturers, written notice of non-renewal shall be sent at least three (3) months prior to the expiration of each appointment.

### 3. Academic-Staff Provisions

For academic staff on the tenure track, written notice of non-renewal of appointment shall be sent at least three (3) months prior to the expiration of initial term appointments that are less than two (2) academic years. In subsequent reappointments of less than two (2) years, written notice of non-renewal shall be sent at least six (6) months prior to the expiration of an appointment. Where the term appointment is for two (2) or more academic years, written notice shall be sent at least twelve (12) months prior to the expiration of the appointment.

For academic staff on subsidy-conditioned appointment, written notice of non-renewal shall be sent at least three (3) months prior to the expiration of each appointment or reappointment or, if the subsidy is discontinued, at least one (1) month's notice before termination.

For academic staff in the Academic-Staff Employment Security System, written notice of non-renewal shall be sent at least three (3) months prior to the expiration of a term appointment during the first two (2) years. Non-renewal during the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) years shall be at least six (6) months prior to the expiration of the appointment. In subsequent reappointments, written notice of non-renewal shall be sent at least twelve (12) months prior to the expiration of the appointment. A member of the academic staff who receives a notice of non-renewal for the final year prior to attaining employment security status may request the job-related reasons for the non-renewal from the dean/vice president. Such job-related reasons shall be based on the totality of the academic-staff member's employment record, including the annual written reviews described in Sections C.1 and C.3 of this Article.

For academic staff (renewal contract), written notice of non-renewal shall be sent at least three (3) months prior to the expiration of each appointment or reappointment.

## **Article XXI**

### **Employment Security Status Procedures**

#### **A. Definition**

Employment security status (ESS) is a contractual status granted by the University to members of the academic staff who have qualified through the Academic-Staff Employment Security System. When a member of the academic staff receives employment security status, the terminal date of the academic-staff member's appointment is eliminated.

#### **B. Eligibility**

Academic staff in the employment security system who have four (4) years of full-time service on the ESS clock, including credited prior service, must, upon application, be considered as candidates for ESS. Written application requesting ESS shall be made to the director/chair/dean at least six (6) months, but no more than twelve (12) months, prior to the individual's fifth (5<sup>th</sup>) anniversary of employment on the ESS clock. Written application instructions including a list of materials shall be provided by the director/chair/dean within ten (10) days of receipt of the written request for ESS.

Persons in the payroll classification of athletic trainer or athletic coach, persons who are academic staff (renewal contract), and persons whose appointments are conditioned on subsidy may not hold employment security status.

In exceptional circumstances and upon the recommendation of the dean/director/vice president and with the approval of the President or his/her designee, an academic-staff member may be granted employment security status in fewer than five (5) years. The failure to recommend or grant such approval is grievable only if the failure to recommend or grant was based substantially on the academic-staff member's exercise of his/her constitutional rights or rights guaranteed under Article VIII.

#### **C. Basis for ESS**

The parties agree that the interests of the University are best served by a system of stable employment for academic staff. The employment security system encourages long-term commitment of individuals to the University, and of the University to its employees, and maximizes opportunities for the acquisition of this experience, to the benefit of all individuals associated with the University.

Employment security status shall be made on the basis of excellence in job performance; excellence in professional achievement is also required, but is given secondary weight. Excellence in scholarly achievement and/or service, at the option of the academic-staff member, will be considered but is not required.

#### **D. Procedures for ESS Recommendations**

##### **1. ESS Factors**

Each unit (i.e., College, School, or division) that has academic staff in the employment security system shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the School/College/division, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article. The unit factors statement shall distinguish among job performance and professional achievement. In units with three (3) or fewer academic-staff members, specific and detailed job descriptions may stand in lieu of a unit factors statement. However, such factors and job descriptions are not to be interpreted as standards. Within a unit, members belonging to the same classification may choose to develop factors that are more specific to their classification while consistent with the unit factors statement. The minimum number of academic staff for a classification factors statement is three (3). After the academic-staff members in the unit and/or classification write the factors statements, the unit and classification factors statements must receive the approval of the dean/vice president of the School/College/division prior to implementation. The dean/vice president shall provide his/her written approval or rationale for non-approval within forty-five (45) days of receipt of the factors.

Applicants may submit evidence of job performance, professional achievement, scholarly achievement, and service that has not been specifically listed among the factors. Similarly, the appropriate committees and administrators may also consider evidence of job performance, professional achievement, scholarly achievement (at the option of the applicant), and service that has not been specifically listed under the factors.

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement written by the academic-staff members in the unit

and/or classification must receive the approval of the dean/vice president of the School/-College/division prior to implementation.

If the dean/vice president and the unit are unable to agree upon a unit factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/vice president on the matter by September 15. The dean/vice president shall then develop the unit factors statement by September 30. Such a unit factors statement shall be in effect for the following academic year. The previous unit factors statement shall remain in effect prior to formal implementation of newly developed unit factors. If, for whatever reason, a unit factors statement has not yet been implemented, ESS applications from that unit shall be considered under the ESS criteria as specified in Section C of this Article without reference to specific unit factors. Factors used in a given case shall have been issued at least twelve (12) months prior to their use and shall have been distributed to each academic-staff member in the unit.

In those units that do not have academic-staff ESS committees and in the event that an academic-staff member does not concur with the factors delineated by the dean/vice president, the individual may request a review by a University-wide Academic-Staff Review Committee. This request must be made within thirty (30) days of the issuance and publication of the new factors. This committee shall be constituted as an ad hoc committee to be convened by the President or his/her designee as the need arises. Membership on the committee shall consist of six (6) academic-staff bargaining-unit members selected in accord with Article XXX.

## 2. ESS Review

### a. Chair/Director and Peer Reviews

The chair, director, or equivalent administrator shall evaluate candidates for ESS on the basis of the unit and classification factors statements for ESS. Prior to making a positive or negative recommendation, the administrator shall hold a meeting to consult with the elected peer-group committee consisting of at least three (3) bargaining-unit academic-staff members who hold ESS or tenure. In peer groups with fewer than three (3) academic-staff members holding ESS or tenure, the administrator shall schedule a meeting to consult with those members. The elected peer-group committee or academic-staff members holding ESS or tenure shall review the candidate's application packet. The recommendation of the chair or equivalent administrator shall be forwarded to the

School/College/division committee below. The candidate shall be notified of the recommendation.

b. Unit Committee Review

In each unit (i.e., School, College, or division) that has academic staff in the employment security system or on the tenure track, the academic staff shall elect a committee of at least three (3) bargaining-unit members holding ESS or tenure. This ESS committee shall be responsible for evaluating candidates and for making employment security status recommendations. A two-thirds (2/3) affirmative vote of the membership of the committee shall be required for a recommendation for the granting of employment security status. The dean/vice president or his/her designee shall chair the committee without vote.

The application will go to the dean/vice president together with the written assessments, supporting documents, and recommendations from each level of review.

c. Dean/Vice-President Review

Upon receipt of the recommendations of the chair/director and the unit ESS committee, the dean/vice president or his/her designee shall make his/her recommendations. If the dean/vice president approves employment security status, the candidate will be granted employment security status. If the dean/vice president does not approve ESS for an academic-staff member, and it is the academic-staff member's fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) year of full-time service, the academic-staff member shall be so notified in writing by the dean/vice president.

In a unit with fewer than three (3) represented academic-staff members holding ESS or tenure, the dean/vice president shall possess the authority and functions of the unit ESS committee. In such units the dean/vice president shall schedule a meeting to consult with the academic-staff members holding ESS or tenure when a candidate is being considered for employment security status prior to arriving at a positive or negative decision.

3. Time Schedule

Each year the President or his/her designee shall establish a time schedule for the reporting of new conferrals of employment security status to the Provost or his/her designee.



## **E. ESS Appeal Procedure**

### **1. Initiation of Appeal Procedure**

Only an academic-staff member who has completed four (4) years of full-time service, including credited prior service, may initiate the appeal procedure described below. A candidate for employment security status may appeal one (1) time only.

### **2. Appeal of ESS Decision**

- a. If the dean/vice president does not recommend employment security status, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the unit ESS committee and/or the dean/vice president. The candidate may, at his/her option, appear before the unit ESS committee. The candidate may bring with him/her a member of his/her unit holding tenure or employment security status.
- b. In those Schools/Colleges/divisions without academic-staff unit ESS committees and where there is no recommendation for employment security status, the candidate may, within fifteen (15) days after written notice of the decision, request reconsideration by the dean/vice president and may, at his/her option, meet with the dean/vice president. The candidate may bring with him/her a member of the academic staff holding tenure or employment security status.
- c. If after reconsideration the dean/vice president approves employment security status, the academic-staff member receives employment security status. If after reconsideration both the committee and the dean/vice president do not recommend employment security status, the candidate does not receive employment security status. If after reconsideration the committee recommends employment security status by at least a two-thirds (2/3) affirmative vote of the membership of the committee and the dean/vice president reaffirms his/her negative recommendation, the candidate may, within fifteen (15) days, forward his/her application, along with supporting documents, to the Provost or his/her designee.

### **3. Review by the Provost**

The Provost or his/her designee will review only those cases referred to his/her office because of substantial disagreement at the level of the dean/vice president after the appeal procedure described above. Prior to

arriving at a decision, the Provost will consult with the Association. If the Provost approves employment security status, the academic-staff member receives employment security status. If the Provost does not approve employment security status, the status is denied and the academic-staff member's term appointment will not be renewed beyond the fifth (5<sup>th</sup>) year. The Provost's decision is final.

#### **F. Preservation of Existing Tenure and Employment Security Status Statute**

Except where modified by this Article the University's existing employment security status statute shall remain in full force and effect.

#### **G. Grievance Limitation**

Except as specified in this Article, all matters related to employment security status are not subject to the Grievance Procedure (Article XVII).

### **Article XXII Tenure Procedures**

#### **A. Definition**

Tenure is a contractual status defined in the Statutes of the Board of Governors. Tenure is granted by the Board of Governors upon recommendation of the President in accordance with the procedures set forth below. There is no right to receive tenure, but there is a right to fair consideration for tenure as prescribed in this Article.

#### **B. Eligibility**

Persons in the payroll classification of faculty (clinical), faculty (research), instructor, lecturer, senior lecturer, athletic coach, athletic trainer, academic staff (renewal contract) and persons whose appointments are conditioned on subsidy may not hold tenure. Any member of the faculty or of the academic staff who is on a tenure-track appointment and has completed more than three (3) years of tenure-track service at Wayne State University or has three (3) years of credited prior service and more than two (2) years of full-time service at Wayne State University and is otherwise eligible must upon application be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. Fractional-time faculty or academic-staff members serving fifty percent (50%) time or more may be granted and hold

fractional-time tenure. Tenured/tenure-track faculty in basic-science departments of the School of Medicine are on full tenured/tenure-track appointments.

### **C. Basis for Tenure Recommendations**

The parties agree that the basic functions of the University are the transmission and generation of knowledge. We intend this Article to further this commitment.

A recommendation for tenure is based upon a candidate's qualifications in the light of specific department/division, School/College, and University considerations. The assessments of a faculty candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a faculty candidate in the creative or performing arts, in creative professional achievement. The assessments of an academic-staff member who is eligible for tenure consideration shall be based upon excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the department, School/College, and/or University and/or public and/or professional service which benefits the University. At all levels of this procedure assessments shall take into consideration such unit, School/College, and University factors as are in force.

Assessments of a candidate's qualifications must take into consideration both performance to date and prospects for continued excellence based on that performance. A tenure candidate who holds the rank of assistant professor should, except in extraordinary cases, be qualified for promotion to associate professor at the time that s/he is recommended for tenure.

There shall be no establishment of a fixed proportion of tenured to tenured plus non-tenured tenure-track faculty in the University, in any School/College, or in any department nor shall there be an establishment of a fixed proportion of tenured to tenured plus non-tenured tenure-track academic staff in the University, in any School/College, or in any department.

At no level in this procedure shall either a ranked list of candidates for tenure or the vote tallies of committees be forwarded. Written reasons for support or disagreement with the majority opinion of the committee are encouraged and shall be forwarded to the next level of review. A candidate may withdraw his/her name from consideration for tenure at any time.

When tenure is awarded for faculty, it shall reside in the School/College or at the department/unit depending on where the initial recommendation for tenure was considered. That is, if the initial recommendation for tenure was

considered at the department/unit level, tenure shall reside in the department/unit. If the initial recommendation for tenure was considered at the School/College level, tenure shall reside in the School/College.

## **D. Procedures**

### **1. Faculty Recommendations for Tenure**

#### **a. General Provisions**

Each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; each of the Schools/Colleges of Education; Law; Nursing; Social Work; the School of Library and Information Science shall delineate, as far as practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article and to those department and School/College factors that may have a bearing on the tenure recommendations. The factors shall distinguish among teaching, scholarship and service. However, such factors are not to be interpreted as standards. Department and School/College factors statements must receive the approval of the dean/director of the School/College prior to implementation.

Applicants may submit evidence of scholarly achievement, teaching excellence, and service that has not been specifically listed under the factors. Similarly promotion and tenure committees and administrators may also consider evidence of scholarly achievement, teaching, and service that has not been specifically listed under the factors.

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the School/College prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement

shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, tenure applications from that unit shall be considered under the tenure criteria as specified in Section C of this Article without reference to specific unit factors. The dean/director may also attach appropriate School/College/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve (12) months prior to their use and shall have been distributed to each faculty member in the unit.

b. Department Committee

There shall be a tenure committee in each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences that shall be responsible for evaluating candidates and for making tenure recommendations.

The committee membership shall consist of tenured faculty members elected by the faculty of the department. Faculty holding administrative positions in offices above the unit and in the reporting line shall not be eligible for election.

A two-thirds ( $2/3^{\text{rd}}$ ) affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The department chair (or unit head) shall chair the committee without vote. A committee representative shall be elected from among the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the department committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendation of the committee for the granting of tenure, together with a written assessment and supporting documents, shall be forwarded to the department chair or administrator of equal function. The elected spokesperson shall sign the written assessment for all committee members and the committee vote shall not be included in any communications.

c. Department Chair

Upon receipt of the department committee recommendations the chair or administrator of equal function shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean/director of the School/College. The chair shall inform the department committee of his/her recommendations.

The chair, after consultation with the department committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chair shall notify the faculty member of the department committee's recommendation and the chair's own recommendation prior to forwarding them to the dean. The chair shall notify a faculty member when the department committee has recommended him/her for tenure or when the chair initiates a recommendation for tenure. In cases where tenure is not recommended, the committee and/or chair may forward a statement explaining the decision to the dean. If no recommendation for tenure is being sent to the dean of the School/College and it is the faculty member's fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), or sixth (6<sup>th</sup>) year of service at Wayne State University, the faculty member shall be so notified in writing by the chair.

In a department with fewer than three (3) tenured faculty members, not including the chair, the chair or administrator of equal function shall possess the authority and functions of the department committee. In such units the chair shall consult with the tenured faculty members prior to arriving at a positive or negative decision. The chair shall notify both the candidate and the tenured faculty members of his/her recommendation.

d. School/College Committee

There shall be a tenure committee in each School/College which shall be responsible for evaluating candidates and for making tenure recommendations for only those candidates who have been recommended by the department committees and/or the chair or administrator of equal function and for those candidates who have appealed to the School/College committee.

The committee shall consist of tenured faculty members elected by the faculty of the School/College and one (1) student member selected by the School/College Student Council. Except for the

School of Medicine the student member must hold junior, senior, or graduate status as a major in the School/College. In the School of Medicine the student must be an undergraduate medical student. Faculty holding administrative positions in offices in the reporting line shall not be eligible for election. The College of Engineering may choose to elect a separate College-wide committee to consider tenure recommendations from the Division of Engineering Technology.

An affirmative vote equal to two-thirds times ( $2/3^{\text{rd}}$  X) the number of faculty committee members shall be required for a recommendation for the granting of tenure. The dean or his/her designee shall chair the committee without vote. A committee representative shall be elected from among the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the School/College committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Whenever a department chair appears before the School/College committee, s/he shall be accompanied by the elected departmental committee representative, or a representative of the committee's choosing who has special expertise in the candidate's area of scholarship.

In the Schools/Colleges of Education; Law; Nursing; Social Work; and in the School of Library and Information Science, the School/College committee may initiate tenure recommendations. The recommendations of these committees for the granting of tenure, together with a written assessment and supporting documents, shall be forwarded to the dean/director.

e. Dean/Director

Upon receipt of the School/College committee recommendations, the dean/director shall attach his/her recommendations to those of the committee. The dean/director shall inform the members of the School/College committee of his/her recommendations. The dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the School/College committee and/or the

dean/director shall be forwarded, along with the supporting documents, to the President or his/her designee.

The dean/director, after consultation with the appropriate department and School/College committees, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the President or his/her designee. A faculty member shall be notified of the recommendations of the dean/director and the School/College committee before these recommendations are forwarded to the President or his/her designee.

If no recommendation for tenure is being sent to the President or his/her designee for those faculty members considered at the School/College level and it is the faculty member's fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), or sixth (6<sup>th</sup>) year of service at Wayne State University, the faculty member shall be so notified in writing by the dean/director.

In those Schools/Colleges where the School/College is not the initiating unit in tenure decisions, a faculty member denied tenure may, within seven (7) days of receipt of such notice, request the reason(s) for his/her denial of tenure. The dean/director shall respond in writing within thirty (30) days.

## 2. Academic-Staff Tenure Recommendations

### a. General Provisions

Each unit (i.e., School, College, or division) that has or may have tenure-track academic-staff personnel shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article. The unit factors shall distinguish among job performance, professional achievement, scholarship, and service. However, such factors are not to be interpreted as standards. Academic-staff unit factors statements must receive the approval of the dean/director of the School/College or the equivalent administrator in other units prior to implementation.

Applicants may submit evidence of scholarly, or professional achievement, job performance, and service that has not been specifically listed under the factors. Similarly the promotion and tenure committees and administrators may also consider evidence



of scholarly or professional achievement, job performance, and service that has not been specifically listed under the factors.

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the School/College/division prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, tenure applications from that unit shall be considered under the tenure criteria as specified in Section C of this Article without reference to specific unit factors. The dean/director may also attach appropriate School/College/division/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve (12) months prior to their use and shall have been distributed to each academic-staff member in the unit.

In the event that an academic-staff member does not concur with the factors delineated by the dean/director in those units which do not have tenure committees, the individual may request, within thirty (30) days of issuance of the factors, a review by a University-wide Academic-Staff Review Committee. This committee shall be constituted as an ad hoc committee to be convened by the President or his/her designee as the need arises. Membership on the committee shall consist of six (6) academic-staff bargaining-unit members selected in accord with Article XXX.

b. Academic-Staff Tenure Committees

In each unit (i.e., School, College, or division) that has tenure-track academic staff, the academic staff shall elect a committee of bargaining-unit members holding tenure or employment security status which shall be responsible for evaluating candidates and for making tenure recommendations.

A two-thirds (2/3<sup>rd</sup>) affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean/director or his/her designee shall chair the committee without vote. A committee representative shall be elected from among the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the academic-staff unit committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendations of the committee, together with its written assessments and supporting documents for the granting of tenure, shall be forwarded to the dean/director.

c. Review by the Dean/Director

Upon receipt of the academic-staff tenure committee recommendations, the dean/director or his/her designee shall attach his/her recommendations and written assessments to those of the committee. The dean/director shall inform the members of the unit committee of his/her recommendations. Those recommendations for tenure that have received the endorsement of the tenure committee and/or the dean/director shall be forwarded, along with the supporting documents and written assessments, to the President or his/her designee.

The dean/director or his/her designee, after consultation with the committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the President or his/her designee. The dean/director shall notify the candidate of the unit committee's recommendation and the dean/director's own recommendation prior to forwarding the recommendation to the President or his/her designee. If no recommendation for tenure is being sent to the President or his/her designee for an academic-staff member and it is the academic-staff member's fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), or sixth (6<sup>th</sup>) year of service at Wayne State University, the academic-staff member shall be so notified in writing by the dean/director.

In a unit with fewer than three (3) academic-staff members holding tenure or employment security status, not including the dean/director, the dean/director shall possess the authority and functions of the academic-staff tenure committee. The dean/director shall notify an academic-staff member when s/he is

being considered for tenure. In such units the dean/director shall consult with the academic-staff members holding tenure or employment security status when a candidate is being considered for tenure and prior to arriving at a positive or negative decision. The dean/director shall notify both the candidate and the academic-staff members holding tenure or employment security status of his/her recommendation.

### 3. Office of the President

The Office of the President shall review all recommendations for tenure forwarded from the various Schools, Colleges, and divisions for the purpose of making a final decision upon whether to recommend tenure.

#### a. University Faculty Tenure and Promotion Committee

Fifteen (15) persons shall be selected from a slate of thirty-two (32) tenured-faculty bargaining-unit members selected according to the provisions of Article XXX to serve on the University Faculty Tenure and Promotion Committee which shall advise the President or his/her designee on faculty tenure cases for which s/he seeks counsel. The thirty-two (32) member slate shall include two (2) members from each of the Schools or Colleges of Business Administration, Education, Engineering, Fine, Performing, and Communication Arts, Law, Nursing, Pharmacy and Health Sciences, Social Work, six (6) from the School of Medicine (three [3] M.D. and three [3] Ph.D.); and eight (8) from Liberal Arts and Sciences (two [2] from each division), and Library and Information Science. The final fifteen-person committee shall not contain more than two (2) members from any one School/College. One (1) student selected by the University Student Council shall also serve on the committee. The student member must hold junior, senior, or graduate status in the University.

Faculty bargaining-unit members who are currently serving on School/College/division tenure and promotion committees, except for those which are initiating committees, shall not be eligible to serve.

#### b. University Academic-Staff Tenure Committee

Nine (9) persons shall be selected from a slate of eighteen (18) academic-staff bargaining-unit members holding tenure or employment security status in accordance with the provisions of Article XXX. No more than two (2) persons from any one (1)

academic-staff unit, but at least one (1) tenured librarian or one (1) librarian with ESS and one (1) tenured archivist or one (1) archivist with ESS status shall be chosen.

c. General Provisions

The President or his/her designee shall submit to the University Faculty Tenure and Promotion Committee and the committee shall consider those cases in which his/her decision is not to recommend tenure for a faculty member. Upon a negative decision of the President or his/her designee regarding the granting of tenure, the committee shall consult with the dean, an elected faculty representative of the College/School Tenure and Promotion Committee, and, if practicable, a department faculty member with expertise in the candidate's field. If the committee disagrees with the President's or his/her designee's decision not to recommend tenure by a two-thirds (2/3<sup>rd</sup>) vote of the committee membership, the committee's recommendations will be transmitted to the President. The President or his/her designee may also seek the committee's counsel on other tenure decisions. Upon a negative decision of the University Faculty Tenure Committee regarding the granting of tenure, the committee shall consult with the dean and an elected faculty representative of the College/School Tenure and Promotion Committee.

The University Academic-Staff Tenure Committee shall be responsible for evaluating and making tenure recommendations for only those academic-staff tenure cases submitted to it by the President or his/her designee. Upon a negative decision of the President or his/her designee regarding the granting of tenure, the committee shall consult with the dean and an elected academic-staff representative of the College/School Tenure and Promotion Committee. If the committee disagrees with the President's or his/her designee's decision not to recommend tenure by a two-thirds (2/3<sup>rd</sup>) vote of the committee membership, the committee's recommendation will be transmitted to the President. Upon a negative decision of the President or his/her designee regarding the granting of tenure, the committee shall consult with the dean and an elected academic-staff representative of the College/School Tenure and Promotion Committee.

Whenever a dean/director appears before either of the University committees, s/he shall be accompanied by the elected School/College/unit committee representative.

If an Academic-Staff Unit Committee does not exist, or if the committee spokesperson does not agree with the recommendation of the committee regarding the candidate, the candidate may select a representative to accompany the dean/director.

The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. However, if the President initiates a tenure recommendation between the last and first days of the academic year as defined in the Letter of Agreement dated August 13, 1992, s/he will first consult with the tenure committee in the appropriate unit when practicable. If there is no tenure committee in the department/division, the President will, when practicable, consult the School/College/division committee. If there is no School/College/division committee, the President will, when practicable, consult the University-wide committee.

If the President does not recommend for tenure any candidate who received an endorsement for tenure from the School/College/division committee and/or the dean/director, the candidate may request in writing from the President or his/her designee, within fifteen (15) days after written notice, the compelling substantive reason(s) for not endorsing the School/College/division recommendation. The President or his/her designee will provide such reason(s) in writing within thirty (30) days.

#### 4. Time Schedule

Each year the President or his/her designee shall establish a time schedule for the submission of tenure recommendations to the President or his/her designee and for the submission of the President's affirmative recommendations to the Board of Governors.

### **E. Appeal Procedures**

#### 1. Appeal of Department Tenure Decisions for Faculty

If neither the department committee nor the department chair or administrator of equal function recommends tenure, the candidate may, within fifteen (15) days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department tenure committee and/or by the chair. The candidate may, at his/her option, appear before the committee.

If on reconsideration the chair and/or the department tenure committee decide to recommend the candidate for tenure, then the chair shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chair and the department tenure committee both reaffirm their negative recommendations, then the chair shall notify the candidate of the decision not to recommend tenure.

In the event that neither the department committee nor the chair or administrator of equal function recommends the granting of tenure to a candidate, the candidate may, within fifteen (15) days after written notice of the decision, request the chair or administrator of equal function to forward to the dean/director of the School/College his/her application for tenure which was submitted to the department, along with supporting documents. The candidate may forward, through the chair, whatever additional material s/he deems appropriate. The candidate may also designate two (2) tenured faculty members to appear before the School/College committee in his/her behalf.

The dean and the School/College committee will consider the application in the normal manner.

## 2. Appeal of the School/College/Division Tenure Decision

### a. Faculty

If neither the School/College committee nor the dean/director recommends tenure, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the School/College tenure committee and/or the dean. The candidate may appear before the School/College committee along with the department's committee representative or, in the event that the departmental committee did not recommend tenure, a tenured faculty member.

If on reconsideration the dean and/or the School/College tenure committee decide to recommend the candidate for tenure, then the dean shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the dean and the School/College tenure committee both reaffirm their negative recommendations, then the dean shall notify the candidate of the decision not to recommend tenure.

In those Schools/Colleges which are the initiating units, the faculty members denied tenure shall have the right to appeal the decisions

to the President or his/her designee and the University Faculty Tenure and Promotion Committee.

b. Academic Staff

If neither the academic-staff unit tenure committee nor the dean/director recommends tenure, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the tenure committee and/or the dean/director. The candidate may, at his/her option, appear before the tenure committee. The candidate may bring with him/her a member of his/her unit holding tenure or employment security status.

If after reconsideration the dean/director and/or the tenure committee decide to recommend the candidate for tenure, then the dean/director shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the dean/director and the tenure committee both reaffirm their negative recommendations, then the dean/director shall notify the candidate of the decision not to recommend tenure. The candidate may, within fifteen (15) days, forward his/her application for tenure, along with supporting documents, to the President or his/her designee.

In those Schools/Colleges/divisions without academic-staff unit tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen (15) days after written notice of the decision, request reconsideration by the dean/director and may, at his/her option, meet with the dean/director. The candidate may bring with him/her a member of the academic staff holding tenure or employment security status. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may, within fifteen (15) days, forward his/her application for tenure, along with supporting documents, to the President or his/her designee.

3. Grievance of Tenure Decisions

If in the opinion of the candidate and the Association, the failure to recommend the award of tenure was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step One of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur. If the

arbitrator finds that a violation as specified in this Section did occur, the matter shall be referred to the appropriate University Tenure and Promotion Committee and the Provost or other designee of the President. The committee, with the Provost or other designee of the President as chair, shall re-examine the tenure application in its original form and in light of the factors in force at the time of the original application and in light of the arbitrator's findings. Both the Provost or other designee of the President and the committee shall submit written recommendations to the President. Then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University. In such cases the President shall, within six (6) months of receipt of the decision from the Provost or other designee of the President and the committee, send written notification of the results of his/her review to both the candidate and the Association. The President's decision shall be final and is not subject to grievance.

#### 4. Initiation of Appeal Procedure

Only a faculty member or an academic-staff member who has completed more than three (3) years of full-time service at Wayne State University, or who has three (3) years of credited prior service and two (2) or more years of service at Wayne State University, may initiate the appeal procedure described in Sections E.1, E.2, and E.3 of this Article. However, the appeal under Section E.3 (grievance) may be initiated one (1) time only.

### **F. Faculty in Centers and Institutes**

1. Applications for tenure for faculty members appointed in centers/institutes shall be made to an initiating committee composed of three (3) members from the tenure committee of the department or School/College committee where the tenure line resides and three (3) members elected by the tenured faculty in the center/institute. These six (6) members, along with the director(s) of the center/institute and the chair/dean of the unit where the tenure line resides, shall constitute the committee. If faculty members are appointed in more than two (2) departments or centers/institutes, the initiating committee shall consist of an equal number of tenured members from the department in which the tenure line resides and from the departments/centers/institutes in which the faculty members' duties are distributed. The director and the chair shall serve without vote. This combined committee shall determine the procedure for selecting external evaluators. A two-thirds ( $2/3^{\text{rd}}$ ) vote of the eligible faculty members of the committee shall be required for a recommendation for tenure. Committees considering applications for tenure for faculty with appointments in



centers/institutes shall apply the center/institute, department (if applicable), School/College and University factors in making their decisions. The faculty member will be considered in the same manner as other tenure applicants.

2. In departmentalized Schools/Colleges, the recommendations by the initiating committee, the department chair, and the center/institute director(s) will be forwarded to the dean of the unit where the tenure line resides and the School/College tenure committee. The dean's recommendation and the School/College tenure committee's recommendation, along with that of the center/institute director, and the initiating committee will be forwarded to the President or his/her designee.
3. In non-departmentalized Schools/Colleges, the recommendations of the initiating committee, the School/College tenure committee where the tenure line resides, the dean of the School/College where the tenure line resides and the center/institute director(s) will be forwarded to the President or his/her designee.
4. A committee representative shall be elected from among the bargaining-unit members of the initiating committee who shall serve as spokesperson for the committee. This elected spokesperson must agree with the recommendation of the initiating committee.

## **G. Preservation of Existing Tenure Statute**

Except where modified by this Article the University's existing tenure statute shall remain in full force and effect.

## **H. Grievance Limitation**

Except as specified in this Article, all matters related to tenure are not subject to the Grievance Procedure (Article XVII).

# **Article XXIII Promotion Procedures**

## **A. Faculty**

### **1. Definition**

Appointments to the faculty may be made in the ranks of lecturer, senior lecturer, instructor, assistant professor, associate professor, or professor. Promotion is the advancement of a faculty member from one

of these ranks to the next. Lecturers may be promoted only to the rank of senior lecturer. There is no promotional step beyond senior lecturer. There is no right to receive promotion, but there is a right to fair consideration for promotion as prescribed in this Article.

## 2. Basis for Promotion Recommendation

A recommendation for promotion is based upon a candidate's qualifications in the light of specific department, School/College, and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a candidate in the creative or performing arts, in creative professional achievement. Consideration shall also be given to non-instructional service to the department, School/College, and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven abilities, professional experience, and prospects for continued excellence and professional growth as appropriate to the candidate's current and contemplated ranks and shall take into consideration such unit, School/College, and University factors as are in force.

At no level in this procedure shall either a ranked list of candidates for promotion or the vote tallies of the committee be forwarded. Written reasons for support or disagreement with the majority opinion of the committee are encouraged and shall be forwarded to the next level of review. A candidate may withdraw his/her name from consideration for promotion at any time.

## 3. Procedures

### a. Recommendations for Promotion

Each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; each of the Schools/Colleges of Education; Law; Nursing; Social Work; and the School of Library and Information Science shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section A.2 of this Article and to those department and School/College factors that may have a bearing on the promotion

recommendations. The factors shall distinguish among teaching, scholarship and service. However, such factors are not to be interpreted as standards. Department and School/College promotion factors statements must receive the approval of the dean/director of the School/College prior to implementation.

Applicants may submit evidence of scholarly achievement, teaching excellence, and service that has not been specifically listed under the factors. Similarly, promotion committees and administrators may also consider evidence of scholarly achievement, teaching and service that has not been specifically listed under the factors.

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the School/College prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section A.2 of this Article without reference to specific unit factors. The dean/director may also attach appropriate School/College/University factors to the unit factors statements. Factors used in a given case shall have been issued at least twelve (12) months prior to their use and shall have been distributed to each faculty member in the unit.

A recommendation for a promotion from instructor to assistant professor may be processed without the involvement of the faculty promotion committees. If the recommendation for promotion is not approved by the dean/director or by the Provost or other designee of the President there may be no appeal or grievance filed. However, a subsequent recommendation for promotion may proceed through the procedures described in this Article, with the involvement of the faculty promotion committees, without prejudice.

Annually the unit promotion committee and the chair or dean/director (as appropriate) shall review each faculty member of the department/School/College with regard to the appropriateness of his/her rank.

b. Department Committee

The department tenure committees in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds (2/3) affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The department chair (or unit head), regardless of rank, shall chair the committee without vote. A committee representative shall be elected from the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the department committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendations of the committee for promotion, together with its written assessments and supporting documents, shall be forwarded to the department chair or administrator of equal function. The elected spokesperson shall sign the written assessment for all committee members and the committee vote shall not be included in any communications.

c. Department Chair

Upon receipt of the department committee recommendations the chair or administrator of equal function shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean/director of the School/College. The chair shall inform the department committee of his/her recommendation. The chair, after consultation with the department committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may

also forward its assessments and supporting documents to the dean. The chair shall notify the faculty member of the department committee's recommendation and the chair's own recommendation prior to forwarding them to the dean. In cases where promotion is not recommended, the committee and/or chair may forward a statement explaining the decision to the dean/director.

If there are fewer than three (3) persons on the promotion committee who are eligible to vote, the chair shall possess the authority and functions of the department committee. The chair will consult with those tenured faculty members who hold rank higher than that of the candidate prior to arriving at a positive or negative decision. The chair shall notify both the candidate and the tenured faculty members who hold rank higher than that of the candidate of his/her recommendation.

d. School/College Committee

The School/College tenure committee shall also serve as the School/College promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations for only those candidates who have been recommended by the department committees and/or the chair or administrator of equal function and for those candidates who have appealed to the School/College committee. (In the Eugene Applebaum College of Pharmacy and Health Sciences, the College promotion committee is elected separately from the College tenure committee.)

An affirmative vote equal to two-thirds times (2/3X) the number of faculty committee members shall be required for a recommendation for promotion. No member of the committee shall be considered for promotion. The dean or his/her designee shall chair the committee without vote. A committee representative shall be elected from among the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the School/College committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendations of the committee shall be forwarded to the dean/director together with its assessments and supporting documents. Any time a department chair appears before the College committee, s/he shall be accompanied by the elected

departmental committee representative or a representative of the committee's choosing who has special expertise in the candidate's area of scholarship.

In the Schools/Colleges of Education; Law; Nursing; Social Work; and in the School of Library and Information Science, the School/College committee may initiate promotion recommendations. The recommendations of these committees for the granting of promotions, together with written assessments and supporting documents, shall be forwarded to the dean/director. No member of these committees shall participate in or vote on a promotion recommendation to a rank higher than his/her rank.

e. Dean/Director

Upon receipt of the School/College committee recommendations the dean/director shall attach his/her recommendations to those of the committee. The dean/director shall inform the members of the School/College committee of his/her recommendations. In the Schools/Colleges of Education; Law; Nursing; Social Work and in the School of Library and Information Science, the dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the School/College committee and/or the dean/director shall be forwarded, along with the supporting documents and assessments, to the President or his/her designee.

The dean/director, after consultation with the appropriate department and School/College committees, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the President or his/her designee. The dean/director shall notify the faculty member of the School/College committee's recommendation and the dean/director's own recommendation prior to forwarding them to the President or his/her designee.

## **B. Academic Staff**

### 1. Definition

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an academic-staff classification is an advancement from one sequential level to the next higher level in that classification.

## 2. Minimum Service and Degree Requirements

For academic staff there shall be a minimum of three (3) years at each level prior to eligibility for promotion to the next level. In exceptional circumstances and upon the recommendation of the dean/director/vice president and with the approval of the President or his/her designee, a member of the academic staff may receive a promotion in fewer than three (3) years. The failure to recommend or grant such approval is not subject to the Grievance Procedure (Article XVII).

All academic staff hired after August 1, 1992, must possess the master's degree or higher to be eligible for promotion to salary grade level 3 (III) or higher (as defined in Article XII).

## 3. Basis for Promotion Recommendations

- a. A recommendation for promotion is based upon a candidate's qualifications in light of specific department, division, School/College and University considerations and not primarily upon length of service in rank.

For academic staff in tenure/tenure-track positions, the assessments of a candidate's qualifications shall be based on excellence in job performance, and excellence in appropriate scholarly and professional achievement.

For academic staff not on a tenure-track appointment, the assessments of a candidate's qualifications shall be based on excellence in job performance. Excellence in professional achievement is also required, but is given secondary weight in promotional decisions. Excellence in scholarly achievement, at the option of the academic-staff member, will be considered but is not required.

For both tenure-track and non-tenure-track academic staff, consideration shall also be given to non-instructional service to the department, division, School/College and/or University and/or public and/or professional service which benefits the University and shall take into consideration such unit, School/College, and University factors as are in force.

Assessments of a candidate's qualifications must take into consideration proven professional abilities, professional experience and potential for continued professional growth and leadership as appropriate to the candidate's current and contemplated ranks.

A unit (School, College, or division) where academic-staff personnel are assigned shall delineate, as far as is practical, and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those unit factors that may have a bearing on the promotion recommendations. They shall distinguish among job performance, scholarship (as appropriate), professional achievement, and service. However, such factors are not to be interpreted as standards. Within a unit, members belonging to the same classification may choose to develop factors that are more specific to their classification while consistent with the unit factors statement. The minimum number of academic staff for a classification factors statement is three (3). Academic-staff unit and classification factors statements must receive the approval of the dean/vice president of the School/College or the equivalent administrator in other units prior to implementation.

Applicants may submit evidence of scholarly or professional achievement, job performance, and service that has not been specifically listed under the factors. Similarly, the promotion committees and administrators may also consider evidence of scholarly (at the option of the applicant) or professional achievement, job performance, and service which has not been specifically listed under the factors.

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/vice president of the School/College/division prior to implementation. If the dean/vice president and the unit are unable to agree upon a factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/vice president on the matter by September 15. The dean/vice president shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section B.3 of this Article without reference to specific unit factors. The dean/vice president may also attach appropriate



School/College/division/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve (12) months prior to their use and shall have been distributed to each academic-staff member in the unit.

In the event that an academic-staff member does not concur with the factors delineated by the dean/vice president in those units which do not have promotion committees, the individual may request, within thirty (30) days of issuance of the factors, a review by a University Academic-Staff Review Committee. This committee shall be constituted as an ad hoc committee to be convened by the President or his/her designee as the need arises. Membership on the committee shall consist of six (6) academic-staff bargaining-unit members selected in accord with Article XXX.

Annually, in units which have a unit promotion committee, the unit promotion committee and the dean/vice president shall review each academic-staff member with regard to the appropriateness of his/her rank. In units which do not have a unit promotion committee the office of the dean/vice president shall perform this function.

At no level in this procedure shall either a ranked list of candidates for promotion or the vote tallies of the committees be forwarded. Written reasons for support or disagreement with the majority opinion of the committee are encouraged and shall be forwarded to the next level of review. A candidate may withdraw his/her name from consideration for promotion at any time.

Each annual review for academic staff without ESS must contain, at the least, the following components: (a) standards of performance for the particular position; (b) identification of the specific appraisal factors; (c) accomplishments in job performance, professional achievement, and, at the option of the staff member, scholarly achievement; (d) identification of areas of growth and major strengths; (e) identification of future expectations and areas of improvement; and (f) unexpected changes in job status that affected performance. The employee shall receive at least two (2) weeks' notice prior to the annual review. After receiving the written review, the staff member may, within two (2) weeks, attach for the file any areas of disagreement with the review.

- b. For an academic-staff member, opportunities for promotion shall also be made available as authorized position vacancies occur within an academic-staff member's classification.

As such vacancies occur, they shall be communicated under existing University policies. A vacancy may be filled by promotion, by reclassification, or by appointment from outside the University. If a vacancy is filled by a promotion from within the unit the vacancy need not be communicated, except that in academic-staff units which do not have academic-staff promotion committees, the vacancy shall be communicated within the unit.

Applicants for an existing vacancy shall be judged upon their qualifications and according to the duties and responsibilities of the vacant position.

- c. Vacant positions in the academic staff may be filled at a level that is determined by the University.

#### 4. Procedures

- a. Academic-Staff Promotion Committees

In each unit (i.e., School, College, or division), the academic staff shall elect a committee of bargaining-unit academic-staff members holding tenure or employment security status which shall be responsible for evaluating candidates and for making promotion recommendations. (In units with academic-staff tenure/ESS committees, the tenure/ESS committees may also serve as the promotion committees.) A two-thirds (2/3) affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The dean/vice president or his/her designee shall chair the committee without vote. A committee representative shall be elected from the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the academic-staff unit committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendations of the committee shall be forwarded to the dean/vice president together with its written assessments and supporting documents.

b. **Dean/Vice President**

Upon receipt of the committee recommendations the dean/vice president or his/her designee shall attach his/her recommendations and written assessments to those of the committee. The dean/vice president shall inform the members of the committee of his/her recommendations. Those recommendations that have received the endorsement of the committee and/or the dean/vice president shall be forwarded, along with the supporting documents and written assessments, to the President or his/her designee.

The dean/vice president or his/her designee, after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the President or his/her designee. The dean/vice president shall notify the candidate of the unit committee's recommendation and the dean's/vice president's own recommendation prior to forwarding them to the President or his/her designee.

If there are fewer than three (3) persons on the promotion committee who are eligible to vote, the dean/vice president shall possess the authority and functions of the Academic-Staff Promotion Committee. In such units, the dean/vice president shall consult with those academic-staff members holding tenure or employment security status who hold rank higher than that of the candidate when a candidate is being considered for promotion and prior to arriving at a positive or negative decision. The dean/vice president shall notify both the candidate and the academic-staff members holding tenure or employment security status who were consulted of his/her recommendation.

**C. Office of the President**

The Office of the President shall review all recommendations for promotion forwarded from the various Schools, Colleges, and divisions for the purpose of making a final decision upon whether to grant or to recommend promotion in accordance with the authority delegated to the President by the Board of Governors.

1. **The University Faculty Tenure and Promotion Committee**

The University Faculty Tenure and Promotion Committee shall advise the President or his/her designee on faculty promotion cases. Upon a negative decision of the University Faculty Tenure and Promotion Committee regarding the granting of promotion, the committee shall

consult with the dean and an elected faculty representative of the College/School Tenure and Promotion Committee, and, if practicable, a department faculty member with expertise in the candidate's field. Upon a negative decision of the President or his/her designee regarding the granting of promotion, the committee shall consult with the dean and an elected faculty representative of the College/School Tenure and Promotion Committee, and, if practicable, a department faculty member with expertise in the candidate's field.

## 2. The University Academic-Staff Promotion Committee

The University Academic-Staff Promotion Committee shall advise the President or his/her designee on academic-staff promotion cases. For a candidate on tenure track or holding tenure or continuing service, the University Academic-Staff Tenure Committee described in Article XXII.D.3.b shall serve as the University Academic-Staff Promotion Committee. For candidates on employment-security-track or holding employment security status, the University Academic-Staff Promotion Committee may consist of the University Academic-Staff Tenure Committee without the requisite tenured librarian and tenured archivist.

## 3. General Provisions

The President or his/her designee shall submit to the committees and the committees shall consider those cases in which his/her decision is not to recommend promotion. The President or his/her designee is not required to submit to the University Academic-Staff Promotion Committee those cases that are "promotions to vacancies" for academic staff. (See Section B.3.b.)

If the committee disagrees with the President's or his/her designee's decision not to recommend promotion by a two-thirds (2/3) vote of the committee membership, the committee's recommendation will be transmitted to the President. The President or his/her designee may also seek the committee's counsel on other promotion decisions. Upon a negative decision of the University Academic-Staff Promotion Committee regarding the granting of promotion, the committee shall consult with the dean and an elected academic-staff representative of the College/School/division Tenure and Promotion Committee. Upon a negative decision of the President or his/her designee regarding the granting of promotion, the committee shall consult with the dean and an elected academic-staff representative of the College/School Tenure and Promotion Committee.

Whenever a dean/vice president appears before either of the University committees, s/he shall be accompanied by the elected unit committee

representative. When the candidate is a member of the academic staff from a unit that does not have a unit committee, s/he may select a representative to accompany the dean/vice president.

The President retains the ultimate right to grant or to recommend promotion. However, if the President initiates a faculty promotion recommendation between the last and first days of the academic year as defined in the Letter of Agreement dated August 13, 1992, s/he will, when practicable, first consult with the promotion committee in the appropriate unit.

If the President does not recommend for promotion any faculty member or academic-staff member who received an endorsement for promotion from the School/College/division promotion committee and/or the dean/vice president; or any academic-staff member from a School/College/division which does not have a promotion committee who received an endorsement for promotion from the University Academic-Staff Promotion Committee, the candidate may request in writing from the President or his/her designee, within fifteen (15) days after written notice, the compelling substantive reason(s) for not endorsing the School/College/division, dean/vice president, or University committee (as appropriate) recommendation. The President or his/her designee will provide such reason(s) within thirty (30) days. This paragraph does not apply to those cases which are “promotions to vacancies” for members of the academic staff.

Each year the President or his/her designee shall establish a time schedule for the submission of promotion recommendations to the President or his/her designee, except for recommendations for “promotions to vacancies” for academic staff which may be submitted at any time.

## **D. Appeal Procedures**

### **1. Notification**

A faculty member or academic-staff member shall receive, upon request, written notification from the chair/dean/director/vice president (as appropriate) if s/he is not being recommended for promotion.

### **2. Initiation of Appeal Procedures**

#### **a. Faculty**

According to length of full-time service in rank at Wayne State University as follows—instructor, lecturer, after three (3) years in

rank; assistant professor, after five (5) years in rank; and associate professor, after eight (8) years in rank—faculty members may initiate the appeal procedures described in Sections D.3, D.4.a, and D.5 of this Article.

b. Academic Staff

Academic-staff members may initiate the appeal procedure described in Sections D.4.b and D.5 of this Article according to length of full-time service in rank at Wayne State University as graded in Article XII. For promotion to Grade 2 or Grade 3, length of service in rank shall be three (3) years; for promotion to Grade 4, five (5) years; and for promotion to Grade 5, eight (8) years.

3. Appeal of Faculty Department Decisions

If neither the department committee nor the department chair (or administrator of equal function) recommends promotion, the candidate may, within fifteen (15) days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department promotion committee and/or by the chair. The candidate may, at his/her option, appear before the committee.

If on reconsideration the chair and/or the department promotion committee decide to recommend the candidate for promotion, then the chair shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chair and the department promotion committee both reaffirm their negative recommendations, then the chair shall notify the candidate of the decision not to recommend promotion.

In the event that neither the department committee nor the chair recommends promotion of a candidate, the candidate may, within fifteen (15) days after written notice of the decision, request the chair to forward to the dean/director of the School/College his/her application for promotion, which was submitted to the department, along with supporting documents. The candidate may forward, through the chair, whatever additional material s/he deems appropriate. The candidate may also designate two (2) tenured faculty members to appear before the School/College committee in his/her behalf.

The dean and the School/College committee will consider the application in the normal manner.

#### 4. Appeal of the School/College/Division Decision

##### a. Faculty

If neither the School/College committee nor the dean/director recommends promotion, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the School/College promotion committee and/or the dean. The candidate may appear before the School/College committee along with the department's committee representative or, in the event that the departmental committee did not recommend promotion, a tenured faculty member.

If on reconsideration the dean/director and/or the School/College promotion committee decide to recommend the candidate for promotion, then the dean/director shall notify the candidate of the decisions and shall forward the recommendations in the usual manner.

In those Schools/Colleges, which are the initiating units, the faculty members denied promotion shall have the right to appeal the decisions to the President or his/her designee and the University Faculty Tenure and Promotion Committee.

##### b. Academic Staff

If neither the academic-staff promotion committee nor the dean/vice president recommends promotion, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the promotion committee and/or the dean/vice president. The candidate may, at his/her option, appear before the promotion committee. The candidate may bring with him/her a member of his/her unit holding tenure or employment security status.

If on reconsideration the unit promotion committee and/or dean/vice president decide to recommend the candidate for promotion, then the dean/vice president shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the unit promotion committee and the dean/vice president both reaffirm their negative recommendations, the dean/vice president shall notify the candidate of the decision not to recommend promotion and the candidate may, within fifteen (15) days, forward his/her application for promotion, along with supporting documents, to the President or his/her designee.

In those units without academic-staff promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen (15) days after written notice of the decision, request reconsideration by the dean/vice president and may, at his/her option, meet with the dean/vice president. The candidate may bring a member of the academic staff holding tenure or employment security status with him/her. If after reconsideration the dean/vice president reaffirms his/her negative recommendation, the candidate may, within fifteen (15) days, forward his/her application for promotion, along with supporting documents, to the President or his/her designee.

## 5. Grievance

If, in the opinion of the candidate and the Association, the failure to recommend promotion was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step One of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur. If the arbitrator finds that a violation as specified in this Section did occur, the matter shall be referred to the appropriate University Tenure and Promotion Committee and the Provost or other designee of the President. The committee, with the Provost or other designee of the President as chair, shall re-examine the promotion application in its original form and in light of the factors in force at the time of the original application and in light of the arbitrator's findings. Both the Provost or other designee of the President and the committee shall submit written recommendations to the President. Then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University. In such cases the President shall, within six (6) months of receipt of the decision of the Provost or other designee of the President and the committee, send written notification of the results of his/her review to both the candidate and the Association. The President's decision shall be final and is not subject to grievance.

## E. Faculty in Centers and Institutes

1. Applications for promotion for faculty members appointed in centers/institutes shall be made to an initiating committee composed of three (3) members from the tenure committee of the department or School/College committee where the tenure line resides and three (3) members elected by the tenured faculty in the center/institute. These six



(6) members, along with the director of the center/institute and the chair/dean of the unit where the tenure line resides, shall constitute the committee. If faculty members are appointed in more than two (2) departments or centers/institutes, the initiating committee shall consist of an equal number of tenured members from the department in which the tenure line resides and from the departments/centers/institutes in which the faculty members' duties are distributed. The director and the chair shall serve without vote. This combined committee shall determine the procedure for selecting external evaluators. The director(s) and the chair shall serve without vote. This combined committee shall determine the procedure for selecting external evaluators. A two-thirds (2/3) vote of the eligible faculty members of the committee shall be required for a recommendation for promotion. Committees considering applications for promotion for faculty with appointments in centers/institutes shall apply the center/institute, department (if applicable), School/College and University factors in making their decisions. The faculty member will be considered in the same manner as other promotion applicants.

2. In departmentalized Schools/Colleges, the recommendations by the initiating committee, the department chair, and the center/institute director will be forwarded to the dean of the unit where the tenure line resides and the School/College promotion committee. The dean's recommendation and the School/College promotion committee's recommendation, along with that of the center/institute director(s), and the initiating committee will be forwarded to the President or his/her designee.
3. In non-departmentalized Schools/Colleges, the recommendations of the initiating committee, the School/College promotion committee where the tenure line resides, the dean of the School/College where the tenure line resides and the center/institute director(s) will be forwarded to the President or his/her designee.
4. A committee representative shall be elected from among the bargaining-unit members of the initiating committee who shall serve as spokesperson for the committee. This elected spokesperson must agree with the recommendation of the initiating committee.

## **G. Grievance Limitation**

Except as specified in this Article, all matters related to promotions are not subject to the Grievance Procedure (Article XVII).

## **Article XXIV Professional Duties**

### **I. Faculty Professional Duties**

#### **A. Principles**

1. The duties of faculty shall be reasonable and fair and shall reflect teaching duties, research activity, creative professional activity, and service to Wayne State University.
2. The workload of faculty shall be consistent with the University's mission and may consist of a combination of teaching and teaching-related activities, scholarly/creative activity, and administrative/University service. Greater proportions of time, energy, and creativity will be manifested in one or another of the faculty member's areas of responsibility at different stages in an individual's career trajectory.
3. Provisions herein are intended to identify and reward excellent performance of all faculty, and to identify and remedy longtime performance substantially below disciplinary norms and departmental factors of tenured faculty. The purpose of the annual review process (Section B below) is to assess each member of the faculty in terms of his/her performance in contributing to the overall goal of making Wayne State University the best possible teaching and research institution it can be. Each member of the faculty must participate in the annual review process.

#### **B. Initial Determination of Responsibilities & Equitable Distribution of Workload**

1. Each faculty member's teaching and research load shall be based on disciplinary norms as well as department factors and norms, existing School/College/division norms, and the information contained in the faculty member's annual selective-salary report.
2. So that workload shall be equitably distributed, in classes of seventy (70) or more students the instructor may request a grader who shall be assigned to aid the instructor of the course. If the request is denied, the chair/dean/director will explain the reason for the denial. The instructor may ask for a review of the denial by the appropriate unit committee, but if no compromise can be reached, the chair's/director's decision will prevail. Lecturers and senior lecturers shall teach credit hours and class sizes proportionately commensurate with those of tenure-track and tenured faculty.

## **C. Professional Review and Development**

1. Each faculty member's annual report should consist of (a) an updated professional record; (b) a summary of the teaching evaluations for the previous year; (c) a summary of the last three (3) years of the faculty member's activities, a presentation of current activities, and what results are expected from these activities. All faculty members are required to submit an annual report and to participate in this process. Failure to participate in the annual process shall result in no selective-salary increase, no travel support, and no credit toward sabbatical leaves. Failure to participate in the annual review process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise. The salary committee's recommendation may form a basis for an adjustment in workload.
2. Professional development of faculty is important throughout the many stages of a faculty member's career. Accordingly, each year seventy-five thousand dollars (\$75,000) will be allocated to support professional development activities for tenured faculty. The Office of the Provost will administer these funds and will issue an annual report regarding their distribution.
3. Outstanding performance in one or another of the three (3) areas shall be rewarded through contractual salary increases as provided in Article XII.
4. Each unit salary committee will be charged with making recommendations for improvement when a faculty member falls short of expectations in research, teaching and/or administrative/University service.
5. If, in the course of the regular annual selective-salary review, the Salary Committee concludes that a faculty member has been performing in scholarly/creative activity and/or teaching at a level that is substantially below the unit's factors and norms, the Salary Committee may recommend to the chair/director/dean that a peer mentoring committee (see 5.a, below) be established to address the issues raised by the Salary Committee.
  - a) A mentoring committee shall be appointed and will consist of three (3) bargaining-unit members of the faculty of equal rank or higher: one (1) chosen by the unit salary committee; one (1) by the chair/director of the unit; and one (1) by the faculty member. The mentoring committee may consist of up to two

(2) members from outside the unit in cases where there are not enough unit members who qualify or objections are raised to particular faculty members by the faculty member being mentored.

- b) An improvement program shall be no shorter than one (1) year in length. At the end of each year of the improvement program, the mentoring committee will report progress to the unit salary committee. The unit salary committee shall make a judgment as to the effectiveness of the program in improving the performance of the faculty member in the area identified as deficient (teaching, research, or administrative/University service).
- c) If the improvement program is judged not to have been effective in the view of the unit salary committee in any of the year-end reviews, a report of this assessment shall be sent to the mentoring committee, and it shall have the opportunity to respond. After considering the response, the unit salary committee shall recommend a continuation of the program or refer the matter to the chair/director of the unit for whatever action s/he chooses to take consistent with the terms of this Agreement and the Board of Governors' statutes.
- d) In circumstances recognized as warranted by the chair (dean/director in non-departmentalized units) in consultation with the unit's policy and/or personnel committee, or other committee designated by the unit's bylaws, and with the faculty member, and with the approval of the dean, the chair may substitute authorized University activity for all or a portion of the teaching workload. Authorized University activity may include, but is not limited to, scholarly research, publication, or equivalent creative activity, and/or organized University or public service.
- e) Faculty assigned a differential teaching load and willing to accept it in lieu of scholarly/creative activity are exempt from this review of scholarly/ creative activity.

## **II. Academic Staff Professional Duties**

### **A. Definition of Duties**

- 1. The duties of academic-staff members shall be reasonable and fair and shall reflect professional assignments, professional development/ achievement, and service to Wayne State University.

2. Provisions herein are intended to identify and reward excellent performance of all academic staff and to identify and remedy performance substantially below disciplinary norms and unit factors of tenured academic staff and academic staff with ESS. The purpose of the annual review process (Section B below) is to assess each member of the academic staff in terms of his/her performance in contributing to the overall goal of making Wayne State University the best possible teaching and research institution it can be. Each member of the academic staff must participate in the annual review process.
3. Professional development of academic staff is important throughout the many stages of an academic-staff member's career. Accordingly, each year twenty-five thousand dollars (\$25,000) will be allocated to support professional development activities for tenured academic staff and academic staff with ESS. The Office of the Provost will administer these funds and will issue an annual report regarding their distribution.

#### **B. Initial Determination of Academic-Staff Responsibilities and Distribution of Workload**

Each academic-staff member's job-performance assessment shall be based on unit factors and norms, existing School/College/division norms, and the information contained in the academic-staff member's annual selective-salary report.

#### **C. Professional Review and Development**

1. Each academic-staff member's annual report should consist of (a) an updated professional record; (b) a summary of the last three (3) years of the academic-staff member's activities; and (c) a presentation of current activities, and what results are expected from these activities. All academic-staff members are required to submit an annual report and to participate in this process. Failure to participate in the annual process shall result in no selective-salary increase. Failure to participate in the annual review process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise. The salary committee's recommendation may form a basis for an adjustment in workload.
2. Each unit or School/College or division salary committee will be charged with making recommendations for improvement when an academic-staff member falls short of expectations in terms of job

performance. In units that do not currently have a salary committee for tenured or ESS academic staff, any reference to the salary committee shall refer to the School/College or division salary committee for tenured or ESS academic staff. If the School/College or division does not have an academic-staff salary committee, any reference to the salary committee shall refer to the University Academic-Staff Tenure and Promotion Committees (as defined in Articles XXII.D.2.b and XXIII.C.2).

3. Outstanding performance shall be rewarded through contractual salary increases as provided in Article XII.
4. If, in the course of the regular annual selective-salary review, the Salary Committee concludes that an academic-staff member has been performing at a level that is substantially below the unit's factors and norms, the Salary Committee may recommend to the chair/director/dean that a peer mentoring committee (see C.4.a, below) be established to address the issues raised by the Salary Committee.
  - a. The mentoring committee shall consist of three (3) bargaining-unit members of the academic staff of equal rank or higher: one (1) chosen by the unit or School/College or division salary committee; one (1) by the chair/dean/director of the unit; and one (1) by the academic-staff member from the unit or School/College or division.
  - b. The duration of an improvement program shall be appropriate to the nature of the performance deficiency identified by the Salary Committee. At the end of each year of an improvement program, the mentoring committee will report progress to the unit salary committee. The unit salary committee shall make a judgment as to the effectiveness of the program in improving the performance of the academic-staff member.
  - c. If the improvement program is judged not to have been effective in the view of the unit salary committee in any year-end reviews, a report of this assessment shall be sent to the mentoring committee, and it shall have the opportunity to respond. After considering the response, the unit salary committee shall recommend a continuation of the program or refer the matter to the chair/dean/director of the unit for whatever action s/he chooses to take consistent with the terms of this Agreement and the Board of Governors' statutes.

- d. In circumstances recognized as warranted by the chair (dean/director in non-departmentalized units) in consultation with the unit's policy and/or personnel committee, or other committee designated by the unit's bylaws, and with the academic-staff member, and with the approval of the dean/director/vice president University activity may be substituted for all or a portion of the workload or a transfer to another unit may be recommended. No transfer will take place without the agreement of all units involved and the academic-staff member.

#### **D. Request for Review of Change in Duties**

1. If an academic-staff member is assigned a substantial change in duties that s/he considers contrary to his/her current job classification and professional qualifications, s/he shall commence the performance of the new duties as assigned while seeking to settle the dispute via a meeting with the dean/director/vice president/Provost (or his/her designee) as provided below. The request for a meeting must be made in writing within five (5) working days after the academic-staff member has been notified of the proposed duties change by certified mail or after having been personally served in writing. At the academic-staff member's option, an AAUP-AFT representative may be present at the meeting. The meeting must be held within five (5) working days of the academic-staff member's written request.
2. If a mutually agreeable solution is reached at the conclusion of the meeting, the dean/director/vice president will write a new job description for the academic-staff member. The new job description will be provided within five (5) working days of the meeting. If the academic-staff member agrees with the new description of duties, s/he will sign it, and it will be effective on the date to which s/he and the dean/director/vice president agree.
3. If a mutually agreeable solution is not reached at the conclusion of the meeting, or upon review of the new description of duties, the AAUP-AFT may refer the matter, within five (5) working days, to an Appeals Committee of six (6) members selected from the Article XXX Hearing Panel for Academic-Staff Tenure and Promotion, empanelled according to the procedures under Article XXX. The Administration shall select three (3) members, and the Association shall select three (3) members. The President or his/her designee shall designate a person as

chairperson who shall have the power to call meetings of the Appeals Committee and shall preside over the proceedings of the committee. Each three-member group shall have no more than one (1) person from any School/College. The chairperson shall have no vote except in the case of a tie among other Appeals Committee members. The committee shall be appointed within five (5) working days after the referral is made.

In the event that an Appeals Committee member shall become unable to serve, a new member shall be selected from the appropriate section (Association-chosen or University-chosen) of the Article XXX panel.

Standing-panel members serve for two-year terms, with the initial panel selected with staggered terms.

The dean/director/vice president and the academic-staff member will provide the Appeals Committee and each other with copies of all documents relevant to the issue and the case. Opportunity shall be given after the initial hearing for Appeals Committee members to examine documents relevant to the issue and the case.

No presentations shall be made by either party to the Appeals Committee, either individually or in committee, in the absence of the other party. The hearing may proceed in the absence of a committee member provided there has been adequate notice of the meeting. At minimum the chair and two (2) members of the Association side and two (2) members of the Administration side of the Article XXX panel must be present for the committee to meet. Either party or the Appeals Committee may call upon experts in the subject matter to make presentations to the committee, provided the experts have no conflict of interest as defined in University statutes. Committee members must be present to vote on matters before the committee. The Appeals Committee shall not engage in electronic voting on matters before it.

The Appeals Committee shall meet, review, and submit its written recommendations to the President or his/her designee within fifteen (15) working days of its appointment. The committee shall confine its consideration and recommendations



to the facts and circumstances surrounding the particular change in duties concerned. Any Appeals Committee member may append a minority report.

4. If the President or his/her designee agrees with the recommendations, s/he or his/her designee will implement any further changes within five (5) working days of the decision. If the President or his/her designee does not accept the Appeals Committee recommendations, s/he will meet with the committee and discuss the matter and so advise the academic-staff member in writing within five (5) working days of the decision.
5. If the President or his/her designee does not agree with the recommendation of the Appeals Committee or if s/he does not inform the academic-staff member of his or her decision within thirty (30) days after receipt of the panel's recommendation, the Association may refer to arbitration, in accordance with the procedures provided in Article XVII, Step II, the issue of whether or not the academic-staff member's changes in duties are contrary to his/her job classification and professional qualifications.

### **Article XXV Personnel Files**

All personnel records concerning an individual member of the bargaining unit submitted prior to employment shall be placed in a confidential pre-employment file. If the pre-employment file is consulted in a tenure or promotion decision, the individual shall be so notified.

A post-employment file (containing material dated January 1, 1975, and thereafter) will be maintained for each bargaining-unit member within the department or School/College as appropriate. This file shall contain either originals or copies of any and all materials (except for those materials which are readily accessible and outside letters as described below) used by the unit in tenure and promotion or disciplinary proceedings. Each unit shall inform bargaining-unit members at least annually of the need to review and update their files prior to initiation of the review by unit committees (or the appropriate administrative officer in units where there are no committees) for the purpose of consideration for tenure, promotion, and/or selective-salary recommendations. Individual bargaining-unit members shall have access to all materials placed in their post-employment file. The President or his/her designee must comply with

a request for such access within five (5) working days. Letters of evaluation and recommendation concerning a bargaining-unit member shall be abstracted to protect the anonymity of the authors. Individuals and University Administrators may add to their files any materials they consider appropriate.

By mutual agreement of the bargaining-unit member and the appropriate administrator, materials which were placed in the post-employment file seven (7) or more years before may be removed. In the event of disagreement, the bargaining-unit member may appeal to the President or his/her designee for a final decision. Individuals may request that duplicates of any materials in the file be made at the individual's own expense.

The author or preparer of all materials placed in the personnel file shall be identified.

## **Article XXVI**

### **Research and Professional Development Grants and Programs**

#### **A. Research Grants**

During the life of this Agreement, the University shall provide annually at least one hundred sixty thousand dollars (\$160,000) for research grants evaluated by the University Research Grant Committee.

#### **B. Educational Development Grants**

During the life of this Agreement the University shall provide annually at least fifteen thousand dollars (\$15,000) for educational development grants evaluated by the University Educational Development Grant Committee.

#### **C. Academic-Staff Professional Development Program**

The University shall continue the Academic-Staff Professional Development Program for members of the academic staff.

During the life of this Agreement the University shall provide annually at least thirty thousand dollars (\$30,000) for the Academic-Staff Professional Development Program designed, conducted and evaluated by the Academic-Staff Professional Development Program Committee.

#### **D. Committee Procedures and Composition**

The procedures for selecting the University Research Grant Committee, the University Educational Development Grant Committee, and the Academic-

Staff Professional Development Program Committee are to be consistent with the procedures specified in Article XXX.

## **E. Unexpended Balances**

In the event that the amounts stated in Sections A, B, and/or C of this Article are not expended in any one (1) year, the surplus for that year will be added to the amount provided for this purpose in the following year.

## **Article XXVII Bylaws and Voting Rights**

### **A. Establishment of Unit Bylaws**

In order to insure orderly conduct of department/School/College/division/center/institute affairs, the faculty of each department/School/College/division/center/institute and the academic staff in each division/School/College shall adopt a set of bylaws consistent with University and School/College statutes and policies and with this Agreement. Those bylaws, and any subsequent revision of the bylaws, shall be subject to the approval of the dean/director/vice president and the President or his/her designee. The Association shall receive a copy of each set of bylaws and revisions thereof promptly following their approval by the dean/director/vice president and the President or his/her designee. In the absence of approved bylaws in the above units, the unit head shall hold a meeting of the unit at least once per regular academic term. Meetings of such units shall be conducted in accordance with established department/School/College/division/center/institute procedures or Roberts Rules of Order.

Nothing in this Article shall be construed as abridging traditional rights of self-governance of units, to the extent those rights are exercised in accordance with the statutes and policies of the University and with this Agreement.

### **B. Participation in Academic-Governance Activities**

The rights of bargaining-unit members to participate with vote in the academic-governance activities addressed in Articles XII (Compensation), XVIII (Selection Advisory Committees), XXX (University-Wide Committees) and XXXI (Budget Advisory Committees) shall not be abridged. Their rights to participate with vote in academic-governance activities, including activities addressed in Articles XX (Term Appointments), XXI (Employment Security Status Procedures), XXII (Tenure Procedures), and XXIII (Promotion Procedures), shall be

determined under the bylaws of the units and under other provisions of this Agreement and such additional rules as may be agreed upon by the University Administration and the Association.

For academic-governance activities under Article XII (Compensation), participation in selective-salary decisions shall be in the unit in which the bargaining-unit member receives fifty percent (50%) or more of his/her salary. Where salary is allocated evenly between two (2) or more units, the member shall choose at the beginning of each academic year the unit in which s/he will participate. Where salary is allocated among more than two (2) units, participation shall be in the unit from which the member receives his/her largest percentage of salary.

Those members of the faculty or academic staff whose salary is allocated from a unit in which there are no academic-governance structures shall have the right to participate with vote in academic- governance activities in the unit(s) where s/he holds, or is eligible for, tenure or ESS.

### **C. Periodic Review of Bylaws**

Not more frequently than once each five (5) years, the President or his/her designee may request a review of the bylaws of any department/School/College/division/center/institute to determine whether they continue to comply with the statutes and policies of the University and with this Agreement. The unit shall have three (3) months to complete its review and/or revisions of such bylaws, and the President or his/her designee shall have three (3) months to complete his/her review. If the President or his/her designee fails to act within the three-month period, the bylaws shall be treated as approved for purposes of this Article. If the President or his/her designee rejects any provisions in the submitted bylaws, s/he shall return the bylaws to the unit with a statement of reasons for his/her disapproval. The unit may resubmit its bylaws, with revisions, for approval within three (3) months. If the unit does not resubmit its bylaws or if the President or his/her designee does not approve the resubmitted bylaws, the unit shall conduct its affairs in accordance with established department/School/College/division/center/institute procedures or Roberts Rules of Order.

### **D. Limitation on Grievances**

Except as explicitly provided elsewhere, grievances under this Article shall be limited to whether or not approved bylaws exist.

**Article XXVIII**  
**Tuition Assistance Program and Auditing**

**A. Definition**

A tuition assistance program for members of the faculty and academic staff shall provide tuition vouchers for up to two (2) courses or six (6) hours whichever is greater for each of two (2) terms each fall, winter, spring/summer year and one (1) course or four (4) hours whichever is greater for one (1) term each fall, winter, spring/summer year. This program applies to tuition only; incidental fees that may be charged are borne by the faculty or academic-staff member.

Participation under this program must be consistent with the University graduate and undergraduate academic policies. To the extent that tuition-assistance-program benefits are subject to taxation, payment of such taxes shall be the responsibility of the bargaining-unit member.

**B. Admission**

Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the Schools/Colleges and service offices responsible for these functions.

**C. Enrollment**

Academic-staff and faculty members may enroll for credit courses in any School or College at Wayne State University for which they are eligible.

**D. Eligibility**

To be eligible for tuition assistance:

1. The faculty or academic-staff member must have been appointed prior to the last day of final registration for the term for which s/he plans to register.
2. College admission requirements must be met.
3. Total credit hours taken in a given term shall not exceed eight (8) hours. Exceptions to this regulation shall be made only upon prior written approval of the chair and dean/vice president of the unit where the faculty or academic-staff member is employed.

4. Faculty or academic-staff members shall submit to Benefits Administration a signed Tuition Assistance Application (Form 10-780) at least five (5) working days prior to registering. Failure to submit an application before the end of the term will forfeit eligibility under the program for that term.

## **E. Forfeit of Benefit**

The faculty or academic-staff member will forfeit the tuition assistance benefit and must make prompt reimbursement of the full amount of tuition assistance to the University if:

1. A passing grade or mark is not achieved.
  - a. For the purpose of establishing eligibility for this program undergraduate grades of A, B, C, D and graduate grades of A, B, C shall be considered passing grades. Marks of P or S shall be considered passing.
  - b. Marks of “Deferred” (Y) must be resolved into passing grades within twelve (12) months following termination of the term in which the course was elected. An extension for an additional twelve (12) months may be granted upon the written approval of the President or his/her designee. One-year extensions for the completion of “Deferral” (Y) marks for thesis or dissertation credit shall be granted by the President or his/her designee upon receipt of a written request from the faculty or academic-staff member countersigned by the appropriate graduate officer to verify continuance in an academic program.
  - c. Marks of “Incomplete” (I) must be resolved into passing grades within twelve (12) months following termination of the term in which the course was elected.
  - d. Marks of I or Y must be resolved into passing grades or marks prior to employment termination date.
  - e. Marks of I or Y must be resolved into passing grades or marks prior to certification of degree.
2. The faculty or academic-staff member does not remain on the active payroll for the entire term in which s/he makes application for the tuition assistance.

## **F. Course Work in Relation to Academic-Staff Working Hours**

1. One (1) course per semester may be taken during the faculty member's normal working hours provided it does not conflict with his/her teaching and other duties. One (1) course per semester may be taken during the academic-staff member's normal working hours, provided his/her chair/dean/director/manager/vice president is able to arrange adequate coverage of the position.
2. Time taken off is charged to vacation or additional hours are worked to make up the time taken off.
3. Prior written approval is sent by the dean/vice president to the President or his/her designee with a statement of how the time is to be made up and is approved by the President or his/her designee.

## **G. Collection of Forfeited Tuition Assistance Amounts**

If a faculty member or an academic-staff member forfeits eligibility for tuition assistance under the Tuition Assistance Program and does not make prompt reimbursement of the full amount owed to the University, the University may use payroll deductions (of not more than twenty-five percent [25%] of the gross amount of each biweekly paycheck) or other appropriate means to assure prompt collection of all forfeited tuition assistance amounts.

## **H. Tuition Reduction for Spouses and Children**

1. The spouse or Other Eligible Person of any bargaining-unit member and/or children younger than twenty-six (26) years of age who are admitted to the University through its normal procedures shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent (50%) of the regular graduate or undergraduate tuition rate per credit hour according to their student rank. The spouse, Other Eligible Person, and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the spouse, Other Eligible Person, and/or children for such enrollment.
2. If a bargaining-unit member is disabled or dies while holding tenure or ESS at Wayne State University, his or her children younger than twenty-six (26) years of age are eligible for tuition reduction benefits. Children younger than twenty-six (26) years of age who are admitted to the University through its normal procedures shall be permitted to enroll in Wayne State University graduate and undergraduate courses at

a cost of fifty percent (50%) of their student rank. The children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the children for such enrollment.

3. The tuition reductions described in H.1 and H.2 do not apply to registrations of students in the School of Medicine who are seeking the M.D. degree, students in the College of Pharmacy and Health Sciences who are seeking the Pharm.D. degree, and students in the Law School who are seeking the J.D. degree.
4. The bargaining-unit member, or the eligible survivor of a deceased bargaining-unit member, must apply for tuition reduction by the end of the term for which the reduction is requested by submitting a completed application to Benefits Administration.

## **I. Auditing Classes**

Members of the bargaining unit may audit a class on a space available basis and tuition, omnibus fee, registration fee and fitness center maintenance fee will be covered by the University. Other fees that may be charged (e.g., course material, late registration, SEVIS, etc.) are the responsibility of the member. Normal rules and procedures for audit status apply.

## **Article XXIX Evaluation of Faculty Teaching**

### **A. Peer Evaluation of Teaching**

Peer evaluation of teaching, as a complement to course evaluations, is an important aspect in the assessment of teaching. It allows for peers to evaluate their colleagues during actual teaching sessions, for the purpose of enhancing student success, as well as the professional development and teaching effectiveness of faculty.

Within six (6) months of the ratification of this Agreement each unit shall determine a process for peer evaluation of teaching, including classroom observation, that best fits the style(s) of teaching (classroom, laboratory, practical, etc.) practiced by the discipline(s) represented in the unit. This process will be incorporated in the unit bylaws after approval, as specified in Article XXVII.

### **Student Evaluation of Teaching**

Each appropriate unit of the faculty shall make provisions for student evaluation of faculty teaching through the use of a standard evaluation form



established by the University. The unit may also include a form which has been developed for the specific use of that unit. The results of the evaluations shall be made available to the individual, to the unit committee(s) charged with making personnel decisions (to include, but not limited to, renewal, tenure, promotions, and salary adjustments), and to the chair and other appropriate administrative officers for the purpose of assessing the individual's teaching performance and for the purpose of program review. However, data from student evaluations will not be the only basis for comparisons between units. The anonymity of the students shall be preserved.

A joint committee composed of three (3) members appointed by the Association and three (3) members appointed by the University shall serve as an advisory board to the Provost in the development and use of standard forms and other instruments for student evaluation of teaching. The committee shall also consider requests for waivers from the use of the standard instrument, or proposals for alterations in the standard instrument. Each appointing entity should appoint, among its appointees, some person having expertise in evaluation.

If the committee makes recommendations to the Provost that s/he is not prepared to implement, s/he will first discuss these differences with the committee. If there is not a satisfactory resolution to the differences, the current standard form shall remain in use.

## **B. Teaching Portfolios**

Each School, College, or equivalent unit shall adopt a policy for the creation of teaching portfolios for faculty. These policies shall accurately and adequately reflect the nature of teaching in the School, College, or equivalent unit's discipline(s).

Each School, College, or equivalent unit portfolio policy must receive the approval of the dean/director of the School/College, or equivalent unit prior to implementation.

Faculty may submit evidence of teaching excellence which has not been specifically listed under the portfolio policies.

No later than February 15 of a given year the President or his/her designee may request that a unit review its portfolio policy statement, and by no later than March 31 of that year the unit shall either reaffirm its current portfolio policy statement or submit a revised statement. The reaffirmed or revised statement must receive the approval of the dean/director of the School, College, or equivalent unit prior to implementation. If the dean/director and unit are unable to agree upon a portfolio policy statement, the President or

his/her designee shall appoint a committee of faculty, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the statement by September 30. Such a statement shall be in effect for the following academic year. The previous portfolio statement shall remain in effect prior to formal implementation of the newly developed portfolio statement.

The portfolio policies of units should address relevant dimensions of teaching, such as evidence of student learning. The teaching portfolio must include numerical SET scores for the three (3) global questions and may include student comments, peer reviews, and other testimonials; innovations and instructional techniques such as syllabi and methods of learning assessment; student research, publications, and professional achievements under faculty direction. The portfolio must not exceed twenty (20) pages in length. Faculty teaching portfolios will be used only for tenure and promotion evaluations.

### **Article XXX** **University-Wide Committees**

Every year before the end of the winter semester, the Provost or his/her designee will solicit in writing nominations from each of the units with represented faculty and/or academic-staff members for membership on each of the contractually constituted University committees. The Office of the Provost will provide to the dean/vice president, in conjunction with this request for nominations, information for each of these committees on eligibility requirements for potential committee members and the number of nominees to be sent forward from each unit. Faculty and academic-staff members may nominate themselves or be nominated (with their consent) by their colleagues and/or the administration of the unit. The required number of eligible individuals will be selected for each committee by the dean/vice president in consultation with the appropriate faculty or academic-staff committees such as a faculty council or the executive committee of the faculty council or senate of the School, College, or division. The Academic Senate Policy Committee and the Provost will select members of the committees from the slates presented, with membership to start at the beginning of the fall semester. If someone on the list for a given committee is found to be ineligible, the members of the committee will be chosen from among the remaining names on the slate.

### **Article XXXI** **Budget Advisory Committees**

Upon a majority vote of the faculty and academic staff holding tenure or employment security status of the departments in the Schools/Colleges of

Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; and Pharmacy and Health Sciences; and, in the Schools/Colleges of Education; Law; Nursing; and Social Work, a committee will be elected, and upon a majority vote of the librarians holding tenure or employment security status in the Library and of the archivists holding tenure or employment security status in the Archives a committee will be elected, with which the chair/dean/director will consult concerning the general budgetary priorities of the unit. This committee also shall advise the unit head on general travel policies and priorities.

The committee shall have at least three (3) members, a majority of whom shall have tenure or employment security status. The committee shall elect its chair from among its members. The dean/chair/director or designee shall serve as an *ex officio* member of the committee without vote.

The units may vote to designate existing committees to perform this function.

At the request of the budget advisory committee, the chair/dean/director will make available on a quarterly basis any accounting reports that may be needed to enable the budget advisory committee to provide consultation to the unit administrator about unit budgetary priorities.

## **Article XXXII**

### **Equal Opportunity Data**

The University administration shall annually publish the following data:

- a. A count by gender and ethnicity of the number of faculty in each department and School/College.
- b. A count by gender and ethnicity of the number of academic staff in each classification and School/College/division.
- c. The percentage of female and/or minority group members in the national pool by major academic discipline if such information is reasonably available.

## **Article XXXIII**

### **Transfers between Bargaining Units**

A member of this bargaining unit who resigns to accept a position in another bargaining unit within the University whose contract contains a similar provision is eligible for transfer back into this bargaining unit, either to his/her

previous position if available, or to his/her previous classification if a suitable vacancy exists. Beginning on the first (1<sup>st</sup>) date of service in the other bargaining unit, the period of eligibility for transfer back to this bargaining unit is six (6) months for non-tenured bargaining-unit members and those not holding employment security status and one (1) year for bargaining-unit members holding tenure or employment security status. However, the period of eligibility shall not extend beyond the termination date of the last appointment in this bargaining unit of a bargaining-unit member on term appointment. If his/her previous position is no longer available, and no suitable vacancy exists in his/her previous classification, the bargaining-unit member may exercise his/her rights under Article X.

A transfer between bargaining units whose contracts contain a similar provision shall not interrupt University service. A bargaining-unit member who returns to this bargaining unit shall be credited with one-half (1/2) the service (seniority) s/he accumulated in the position to which such employee was transferred.

The bargaining-unit member's termination date following return to this bargaining unit shall be no earlier than the termination date of the member's last appointment in this bargaining unit. Longer appointments may be established when mutually agreeable.

## **Article XXXIV**

### **Spring-Summer Term**

#### **A. Spring-Summer Within-Load Assignments**

##### **1. New and Renewal Contracts**

In Schools/Colleges with full-time academic programs that are structured to include required coursework that is offered only during spring-summer semester as part of the core curriculum, mandatory spring-summer within-load assignments may be made for the period April 1 through December 31 or January 1 to August 30 to faculty members with nine-month appointments. In such circumstances, beginning September 1, 2002, the University may offer to new faculty appointees and their subsequent renewal contracts, appointments providing spring-summer and an alternate fall or winter semester teaching assignment as a mandatory condition of appointment or reappointment.

## 2. Continuing Contracts

Mandatory spring-summer within-load assignments may also be made for the period April 1 through December 31 for bargaining-unit members on nine-month appointments who are in units with substantial enrollment difficulties which could be alleviated by such assignments. An attempt will be made to secure volunteers for such assignments. If the number of faculty who volunteer is insufficient, the University will proceed as specified below.

- a. Prior to mandatory assignments a committee shall be established which has one-half membership appointed under the provisions of Article XXX. At least one-half (1/2) of the slate submitted under Article XXX shall be from the affected unit. The President or his/her designee shall appoint the remaining members. The University Administration, after consultation with the unit head, shall present to this committee by April 1 a plan for within-load spring-summer assignments and its justification. The committee shall respond by May 20. If the committee approves the University-proposed plan, the University shall act in accordance with the procedures specified below. If the committee does not approve the University-proposed plan, it shall present an alternative plan. If the committee plan is not acceptable to the University, the matter shall be referred to a single arbitrator selected in accordance with the procedures specified in Article XVII, Step Two. The arbitrator shall choose either the position of the University Administration or the position of the committee without modification. The University Administration shall implement the plan chosen by the arbitrator. If circumstances warrant, the University Administration may implement a less extensive plan.
- b. Consultation with bargaining-unit members being considered for spring-summer within-load assignments must commence before May 1 preceding the academic year in which the assignment is to occur and written notice of such assignment is to be given before May 31.
- c. A bargaining-unit member on a spring-summer within-load assignment will be notified before May 31 if the assignment is to continue for the following academic year.
- d. By mutual agreement of the bargaining-unit member and the University the above time limits may be waived.

- e. If the bargaining-unit member considers such an assignment to be contrary to his/her responsibilities, s/he may request a review of the assignment under Article XXIV.

## **B. Spring-Summer Additional Service Compensation Rates**

The rates of compensation as percentages of the nine-month salary per course credit hour (or equivalent) for regular faculty who teach during the spring-summer term shall not be less than three percent (3.0%).

Any retroactive salary adjustments to the nine-month salary base must be reflected in the spring-summer additional service compensation rate.

### **Article XXXV Affirmative Action**

Wayne State University and the Association recognize a moral and educational responsibility to ensure that realistic and appropriate goals are established, periodically reviewed, revised, and pursued with respect to: (1) fair employment practices in all personnel matters; and (2) the alteration of the composition of the University faculty and academic staff to effect a better proportion of minority persons and females, consonant with the particular needs of Wayne State University.

In forming committees, the University shall strive for committee membership that is broadly representative with respect to discipline and affirmative action considerations.

It is agreed that whenever committees are selected that are to represent the faculty and/or academic staff, either under this Agreement or under other regulations of the University, and the members selected do not include female representation or representatives of under-represented minorities, the President or his/her designee or the Association may request a reconsideration of the composition of the committee by the selecting body(ies).

The Association and the Administration both recognize the extraordinary demands placed on women and minority bargaining-unit members as mentors to students and as representatives to various University, School/College and unit committees. In order that such service does not adversely affect the careers of women and minority bargaining-unit members, the University agrees to establish the following competitive grant program.

The University shall make available a pool of fifty thousand dollars (\$50,000) each year for the purpose of allowing released-time from teaching for minority faculty bargaining-unit members and women faculty bargaining-unit members in

units where females have been traditionally under-represented. Untenured, tenure-track women faculty from such units and minority faculty bargaining-unit members will be eligible to compete in this program under guidelines established by the President or his/her designee. Any unexpended balances of funds for this program will be carried over to the next year.

**Article XXXVI**  
**Resignation**

**A. Faculty**

A faculty member on nine-month appointment should not resign in order to accept other employment as of the end of the academic year, later than April 15, or thirty (30) days after receiving notification of the terms of his/her reappointment for the following year, whichever occurs later. A faculty member on twelve-month appointment should not resign in order to accept other employment without at least forty-five- (45) days' notice or adequate notice to meet the instructional and/or clinical requirements of that academic term, whichever occurs later.

When a member of the faculty has not given the appropriate notice, the University may request a one-semester delay of resignation and may advise the hiring institution of that request when the loss of teaching or research service may be critical to the University.

Notification of resignation is to be in writing to his/her dean/chair.

**B. Academic Staff**

An academic-staff member should not resign in order to accept other employment without a two-week (non-tenured) or thirty- (30) days (tenured or with employment security status) prior notice in writing to his/her immediate supervisor.

**Article XXXVII**  
**Duration of Agreement and Cessation of Bargaining**

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of March 20, 2021, when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty (120) days and not less than ninety (90) days prior to March 20, 2021. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and any other issues unless mutually agreed to by the parties.



## **Letters of Agreement**

May 7, 1973

Professor Stanley Kirschner, Chairman  
Negotiating Committee  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Individual Rights

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University, except pursuant to court order or the order of a government agency empowered by law to subpoena records.

Sincerely yours,

Melbourne G. Stewart  
Chairman  
University Negotiating Committee

July 23, 1984

Professor Rita C. Richey  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Academic Calendar

Dear Professor Richey:

It is agreed that the University academic calendar will consist of two semesters plus Spring/Summer.

Sincerely yours,

Melbourne G. Stewart  
Associate Provost for Faculty Relations

[Statute 2.20.02 University Calendar]

July 23, 1984

Professor Rita C. Richey  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Optional Income Retirement Plans

Dear Professor Richey:

Insofar as current practices allow and in accordance with current tax regulations, the University will continue to provide opportunities for bargaining-unit members to participate in optional deferred income retirement plans.

Sincerely yours,

Melbourne G. Stewart  
Associate Provost for Faculty Relations

[Statute 2.55.05 Retirement Program: Optional Arrangements for Tax Advantages]

April 23, 1985

Professor Rita C. Richey  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Medical Insurance

Dear Professor Richey:

As previously agreed to on April 19, 1982, the University's contribution to the payment of the premium for outpatient mental health coverage under Blue Cross/Blue Shield shall not exceed 3.15% of the regular medical premiums (not including outpatient mental health premiums) it pays under Article XII.C.

Sincerely yours,

Melbourne G. Stewart  
Associate Provost for Faculty Relations

September 4, 1986

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Non-Tenure-Track Classifications

Dear Professor Firestone:

It is agreed that during the life of this Agreement no new non-tenure-track classifications will be created for faculty or academic staff.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

September 4, 1986

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Sick Bank for Bargaining-Unit Members Hired Prior to June  
1962

Dear Professor Firestone:

It is agreed that a bargaining-unit member who had an accumulated sick bank as of June 1962 or a bargaining-unit member who entered the bargaining unit with an accumulated sick bank acquired under an accrual system and who utilizes illness days under the short-term disability program as described in Article XIII.C.1 will have his/her "old sick bank" reduced by one day for each illness day used. At the time of retirement such persons will be entitled to one-half salary for the number of days, not to exceed sixty, remaining in the "old sick bank" at the time of retirement.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

September 4, 1986

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Travel Reimbursement

Dear Professor Firestone:

It is agreed that the University will reimburse bargaining-unit members for travel that is required in the performance of their duties. The standard to be used for travel reimbursement will be the standard used by the Internal Revenue Service for deductible business-related travel.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

August 9, 1990

Professor Marc R. Cogan  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Reviews Conducted under Article XVIII

Dear Professor Cogan:

It is agreed that when a review committee is formed pursuant to Article XVIII, Sections A.3, B.3, or C.3, the University may notify the Association of reasons for departure from the normal review cycle. In the event that the Association has concerns about the rescheduling of the review, it may file its exceptions within thirty days; and the University will reconsider its decision to reschedule the review and will inform the Association of its decision.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations



August 30, 1990

Professor Marc R. Cogan  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Academic Staff (Renewal Contract)

Dear Professor Cogan:

It is agreed that, upon request, the University will give to the AAUP-AFT an explanation of the unit-specific needs for appointing any person to the academic staff (renewal contract) classification for any appointment beyond the initial one-year appointment.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

September 3, 1990

Professor Marc R. Cogan  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Software Copyright and Patent Policy

Dear Professor Cogan:

During the life of this Agreement, the University agrees to abide by the decision of the arbitrator in the Grievance #149 (“Software Copyright Policy”) with respect to policies concerning copyrightable and patentable software, except as modified by the Letter of Agreement of August 19, 2002, “Computer Software Patentability.”

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

September 6, 1990

Professor Marc R. Cogan  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Academic Senate

Dear Professor Cogan:

It is agreed that prior to any changes in Board of Governors actions relating to the Academic Senate there must be consultation with the Academic Senate.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

[Statute 2.26.04 Academic Senate]

August 13, 1992

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Definition of Academic Year

Dear Professor Fino:

It is agreed that the academic year for nine-month faculty shall be from the first day of the University-year appointments of each year to the last day of University-year appointments as defined by the University and published each year in the Wayne State University Directory. During this time faculty shall be available for committee work, advising of students and other academic assignments as needed.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

July 13, 1994

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Working Conditions

Dear Professor Firestone:

It is agreed that either the Association or the University shall have the right to call meetings to discuss major issues of physical health and/or safety issues that directly affect members of the bargaining unit. These meetings shall include not more than three representatives of the Administration and not more than three representatives of the AAUP-AFT. A tentative agenda will be submitted by the party requesting the meeting to the other party at least ten working days prior to any meeting.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

July 13, 1994

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: The Role of Consulting by Faculty Members

Dear Professor Firestone:

It is agreed that during the life of this Agreement the portion of the University Research Policy Statute (Board of Governors Proceedings March 9, 1972) entitled "The Role of Consulting by Faculty Members" shall remain unchanged with the exception that it shall apply during periods when bargaining-unit members are receiving full-time compensation. This policy shall not apply during periods of official University closure.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

[Statute 2.41.01 University Research Policy]

July 20, 1994

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Lecturers

Dear Professor Firestone:

Lecturers and senior lecturers are normally teaching positions. Research and publication duties shall not normally be required of those appointed to these positions.

Additionally, administrative duties not related to either instructional matters or to student advising shall not normally be required of those appointed to these positions.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

August 1, 1994

Professor Ira J. Firestone  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Matters Subject to Collective Bargaining

Dear Professor Firestone:

During the course of our negotiations the Association and the University Administration discussed the occasional problem that arises when matters subject to collective bargaining are considered or discussed by various internal consultative bodies.

The University Administration and the Association reaffirm that the Association is the exclusive collective bargaining representative of faculty and academic staff with regard to “wages, hours, and other terms and conditions of employment.”

The Association and University Administration agree as follows:

1. Internal consultative bodies may sometimes, on their own initiative, consider matters that are subject to collective bargaining.
2. Such consideration does not constitute recommendation or advice to the University under University statutes or regulations creating or establishing the jurisdiction of such consultative bodies.
3. The party that first becomes aware of consideration or proposed consideration of a matter subject to collective bargaining by an internal consultative body will promptly notify the other party, and supply it with whatever documentation is available to it.
4. The parties shall jointly or separately notify the consultative body that it cannot recommend or develop policy on matters subject to collective bargaining or take action that would contravene the bargaining agreement.



5. Consideration by a governing body of a matter claimed by either the University Administration or the Association to be a subject of collective bargaining shall not constitute a waiver of bargaining on that subject by either party.

Sincerely yours,

J. Richard Thorderson  
Associate Provost for Faculty Relations

September 10, 1999

Professor Michael J. McIntyre  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Participation in Academic Governance Activities

Dear Professor McIntyre:

The Association and the Administration agree that every member of the bargaining unit shall be permitted to participate in the academic governance activities guaranteed under Article XII (Compensation) in any unit in which his or her evaluations for salary increases are made. In addition, members of the bargaining unit shall be permitted to participate with vote in academic governance issues addressed in Articles XX (Term Appointments), XXI (Employment Security Status), XXII (Tenure), XXIII (Promotion Procedures) and XVIII (Selection Advisory Committees) in any unit in which they hold or are eligible for tenure or employment security status and such voting is provided for in the relevant articles of this Agreement. If there are no academic governance activities in the unit where the salary evaluations of a bargaining-unit member are made, then s/he shall be allowed to participate with vote in all the academic governance activities specified above in the unit where s/he holds, or is eligible for, tenure or employment security status.

Members of the bargaining unit who believe that their rights to participate with vote in faculty governance activities under the above rules or under the voting rules of Article XVII.B have been improperly denied may seek a grievance under the provisions of Article XVII (Grievance Procedures). Each unit shall review its bylaws during the 1999-2000 academic year to assure compliance with this Letter of Agreement.

Because some situations may not be provided for by the general statements above, this voting-rights issue shall be included in the charge of the 2N committee to be formed to study and submit recommendations on academic governance issues relating to centers and institutes and joint appointments. That committee shall be guided but not bound by the following principles:

1. All members of the bargaining unit should be permitted to participate with vote somewhere on the academic governance issues addressed in Articles XII (Compensation), XXX (University-Wide Committees), and XXXI (Budget Advisory Committees) of the Agreement.

2. Members of the bargaining unit generally should not be permitted to participate with vote in more than one unit with respect to the same academic governance issue unless they have a vital interest in that issue in more than one unit.
3. The prerogative of units to set their own voting rules in their bylaws shall be respected to the extent possible consistent with the above two principles.

Sincerely yours,

Li Way Lee  
Associate Provost for Faculty Relations

September 16, 1999

Professor Michael J. McIntyre  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Evaluation of Teaching Committee

Dear Professor McIntyre:

It is agreed that a 2N joint committee on student evaluation of teaching be continued. The joint committee shall consider and make recommendations on revisions in the Student Evaluation of Teaching (SET). Members of the committee shall be appointed for three-year terms. The terms should be staggered so that 1/3 of the membership is appointed each year.

Sincerely yours,

Li Way Lee  
Associate Provost for Faculty Relations

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter  
American Association of University Professors  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Computer Software Patentability

Dear Professor Fino:

It is agreed that bargaining-unit members shall report to the University the creation of all computer software that may be patentable for a patentability determination and a decision as to whether the University wishes to exercise its ownership rights of patentable inventions.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Tenure/Promotion Procedures in New Centers and Institutes

Dear Professor Fino:

It is agreed that for any newly created center or institute, Wayne State University shall consult with the AAUP-AFT for its advice regarding whether the tenure and promotion procedures described in Article XXII.D and Article XXIII.A, or those described in Article XXII.G and Article XXIII.F shall apply to the new center.

In the event of a disagreement between the AAUP-AFT and the University regarding which procedures to apply, the disagreement shall be submitted to the procedures governing Step Two grievance in Article XVII.E. The arbitrator shall decide between the two positions.

Nothing in this Letter of Agreement limits the statutory authority of the University to create centers and institutes or to appoint faculty to them.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Head Coaches and Trainers

Dear Professor Fino:

It is agreed that, effective with the ratification of this contract, persons to be hired as Athletic Coach I, II, III, or IV, or as Athletic Trainer I, II, III, or IV in Division I sports or in sports designated by the University to become Division I within two years following notice to the AAUP-AFT, are not in the bargaining unit and are not and will not be represented by the AAUP-AFT.

This agreement does not affect the three head coaches who have already attained employment security status or those coaches and trainers presently employed by the University. They will retain their status. Nor does this agreement affect the two coaches who are presently in the employment security system track. These coaches and trainers remain eligible for the employment security status. Those who were appointed February 1, 1999, or after and who are in the bargaining unit but not in the employment security system will continue to be represented by the AAUP-AFT but will not be eligible for ESS.

If the University elects to remove coaching and training duties, in whole or in part, from any of the existing coaches and trainers, s/he will be consulted as to what the new activities might be and the unit to which s/he would be assigned as an Academic-Staff member. Removal of coaching and/or training duties will not affect existing teaching responsibilities. In the event that mutually satisfactory alternative assignments prove impracticable, the University will offer a mutually satisfactory buyout option to the coaches and trainers affected. If the parties are unable to agree as to the amount of buyout, the position of the University and the position of the Association will be submitted to an arbitrator who will select either the position of the Association or the position of the University. The arbitrator's decision shall be non-precedent setting but binding on the parties.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Faculty Classification Limitations

Dear Professor Fino:

It is agreed that during the life of this Agreement the classification of faculty (clinical) will be used for wholly clinical faculty positions in clinical departments in the Eugene Applebaum College of Pharmacy and Health Sciences and the School of Medicine; the clinical programs of the College of Nursing; the College of Education; the Law School; the Department of Audiology and Speech-Language Pathology, the Department of Nutrition and Food Science, and the Department of Psychology in the College of Science; and in the School of Social Work. The number of faculty (clinical) positions in the College of Education shall be limited to ten positions, the Law School to three positions, the Department of Audiology and Speech-Language Pathology to four positions, the Department of Nutrition and Food Science to two positions, the Department of Psychology to two positions, and the School of Social Work to four positions.

The unit personnel committee shall be consulted prior to the appointment of faculty (clinical) positions in the College of Education, the Law School, the College of Science, and the School of Social Work.

It is further agreed that the classification of faculty (research) may be used in research centers/institutes, any academic units of the University.

Sincerely yours,

John P. Oliver  
Deputy Provost



August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Compensatory Time and Flexible Work Schedule

Dear Professor Fino:

It is agreed that each division or school/college that has academic staff shall maintain an appropriate policy for granting compensatory time and flexible work schedules. The objective of that policy shall be to make appropriate adjustments in an employee's work schedule when that employee has been asked to perform duties substantially outside normal working hours for his/her position. The policy must be approved by the Provost or his/her designee or the divisional vice-president or his/her designee.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Byline Credit for University-Owned Copyrightable Works

Dear Professor Fino:

In cases in which the University holds the copyright to works produced by faculty and academic staff pursuant to the terms of Board of Governors Statute 2.41.04 (Patent and Copyright Policy, July 13, 1984), the University agrees that the creator(s) of the work: (1) shall, upon written request, have byline credit for authorship; (2) may take credit for authorship in any University review process or competition; (3) are entitled to continuing credit for their contributions to subsequent revisions or derivative work if they desire to have their names associated with the revision or derivative work; (4) may petition the Office of the Provost that the work be withdrawn from circulation for good cause (e.g., if the work contains serious errors or deficiencies in content or pedagogy that are not being resolved through revision).

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Renewal Contracts

Dear Professor Fino:

The University will monitor centrally compliance with the AAUP-AFT collective bargaining Agreement (Article XX.A.8) in the area of the duration of renewal contracts for Academic-Staff members in the following ways:

1. A letter calling attention to the relevant policies and contract provisions will be sent annually from the Office of the Provost to unit hiring officials;
2. The Office of the Provost will periodically spot check renewal contracts of Academic-Staff members, normally once during the fall semester and once during the winter semester.

Sincerely yours

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Vacation Buy-Out

Dear Professor Fino:

It is agreed that bargaining-unit members who have been denied vacation time by the University and who have reached at least 90% of their maximum accrual of vacation time may be allowed to take up to two weeks of pay (without fringe benefits) in lieu of vacation time off once a year. The bargaining-unit member must request payment in lieu of vacation time off, and the request must be approved by the dean/director or his/her designee. All paid time will be subtracted from a bargaining-unit member's vacation accrual bank. The unit in which the vacation time is accrued is responsible for funding this buy-out. A unit cannot deny vacation and also deny buy-out. A bargaining-unit member may opt to have a portion of this buy-out payment made directly to his/her retirement program as a pre-tax contribution as per existing University guidelines.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Privacy

Dear Professor Fino:

The University will work with system administrators and office professionals dealing with University-operated networks and computer systems to ensure that they are familiar with and comply with the University policies regarding acceptable use and privacy of the materials on electronic media.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Bylaws

Dear Professor Fino:

It is understood that the faculty of each department/school/college and the academic staff in each school/college/division have responsibility for the development of bylaws consistent with University and school/college statutes and policies and with this Agreement. Those bylaws, and any subsequent revision of the bylaws, shall be subject to the approval of the chair/dean/director/vice-president and the President or his/her designee.

No later than January 1, 2003, the President or his/her designee shall institute review of the bylaws of all departments/schools/colleges/divisions pursuant to the terms of Article XXVII.B of this Agreement to determine whether they continue to comply with the statutes and policies of the University and with this Agreement.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Delta Dental

Dear Professor Fino:

It is agreed that the Delta Dental Preferred Provider Organization (DPO) will underlie the Delta Dental Premium plan, the plan currently in effect for employees represented by the AAUP-AFT. This change will result in a higher level of benefits for those individuals who obtain services from a DPO dentist while retaining the current level of benefits for those individuals who obtain services from other dentists.

The benefits under the DPO are:

- Sealants for dependent children
- Orthodontia limit for dependent children 19 and under of 50% of up to \$2,000 (lifetime maximum per dependent child of \$1,000)
- Routine x-rays at Class 1 level—100%
- Class 2 level benefits increased to 90% (oral surgery, endodontic, periodontic, and restorative services)

In addition, the six-month waiting period for dental insurance will change for all employees represented by the AAUP-AFT. Coverage will be effective on the first day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which s/he is actively at work on his/her regular schedule.

This change will be effective January 1, 2003.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Review of Medical Insurance

Dear Professor Fino:

It is agreed that a 2N committee shall be formed to review employee medical insurance options and to make recommendations with the goal of maintaining benefits and limiting costs. The goal is to insure the package of plans offered to employees is fair, cost effective, and competitive with plans offered at other universities and employers in Michigan and elsewhere. Because of the possible implications for other University employees of changes in benefits provided to bargaining-unit members, representatives of other employees may be invited to serve as members of the committee by mutual consent of the Association and the University Administration.

The committee shall be formed no later than September 15, 2002, and shall complete its work and make recommendations to the Association and the University Administration no later than April 1, 2003. By agreement of the Association and the University Administration, some or all of the changes in the benefit package recommended by the committee may take effect within the lifetime of this contract.

Sincerely yours,

John P. Oliver  
Deputy Provost



August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Academic Staff Advisory Rights

Dear Professor Fino:

It is agreed that committees will be constituted to participate in the search process for directors in units containing five or more Academic-Staff members. It is guaranteed that the academic staff will be represented on the committee with one member elected for each eight Academic-Staff members or portion thereof.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Academic Staff Restructuring

Dear Professor Fino:

Academic staff are characterized by specialized qualifications and specific job descriptions which enable them to fulfill assigned academic duties, maintain peer relationships within the academic community, and engage in activities that support the teaching, research, extension, and service missions of the University.

A 2N committee will be formed within sixty days of the ratification of this Agreement to develop recommendations for new classifications in the academic staff.

The 2N committee will examine the factor statements and existing job descriptions of academic staff (reviewed consistent with factors). In those areas where job descriptions do not exist, the 2N committee will work with each unit to have a specific description developed consistent with the unit factors. The committee will examine in depth units identified by the Association or the Administration as being of specific interest.

Where units have adopted factors, the 2N committee will review the factors. Units that have not adopted factors, or are in the process of adopting factors, shall proceed as expeditiously as possible to complete the factor adoption process.

The 2N committee shall submit its recommendations to the Administration and the Association, who may agree to implement some, all, or none of the recommendations.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Contract Structure and Administration

Dear Professor Fino:

It is agreed, for the purposes of better addressing the needs of the academic staff and faculty in negotiating and administering the Agreement between the Association and the Administration, that separate structures and procedures will be designated to deal with matters specific to the concerns of academic staff and faculty as follows:

A. Negotiating Structure

1. General contract provisions that are common to faculty and academic staff will be negotiated together at the main bargaining table. These issues to be included in the master contract include the following:

Article	Title
I	Recognition and Description of Unit
II	Personnel Classification
III	Administration Rights
IV	Association Rights
V	Association Privileges (separate contract implementation and grievance officers for faculty and academic staff)
VI	Association Security
VII	Past Policies
VIII	Nondiscrimination
IX	No Strike/No Lockout
XI	Participation in Association Activities
XII	Compensation
XIV	Fractional-Time Employees
XV	Administration-Association Meetings
XVI	Administration of Agreement
XVII	Grievance Procedure
XVIII	Selection Advisory Committees
XIX	Validity
XXV	Personnel Files

XXVI	Bylaws and Voting Rights
I	
XXX	University-Wide Committees
XXXI	Budget Advisory Committees
XXXI	Equal Opportunity Data
I	
XXX	Affirmative Action
V	
XXX	Duration of Agreement and Cessation of Bargaining
VII	
Letter	Implementation of Association Security

All issues unspecified are remanded to the main table. Issues may be subdelegated to the academic staff or faculty subcommittees or returned to the main table by joint agreement.

2. Two separate subcommittees will be formed to conduct concurrent negotiations on issues deemed specific to, respectively, faculty and Academic-Staff bargaining-unit members.

- a. Issues concerning academic staff will be addressed by concurrent negotiations in the Academic-Staff Subcommittee. Issues of concern shall include the following:

	Association Privileges (separate contract implementation and grievance officers for academic staff)
X	Layoff and Recall Procedures
XXI	Compensation (selective salary distribution for academic staff only; early retirement for academic staff)
XIII	Leaves of Absence
XVI	Administration of Agreement
XX	Term Appointments
XXI	Employment Security Status Procedures
XXII	Tenure Procedures (as applied to librarians and archivists)
XXIII	Promotion Procedures
XXVI	Research and Professional Development Grants and Programs
XXVIII	Tuition Assistance Program
XXXIII	Transfers between Bargaining Units
XXXVI	Resignation
Letter	Compensatory Time and Flexible Work Schedule
Letter	Academic Staff Restructuring

- b. Issues concerning faculty will be addressed by concurrent negotiations in the Faculty Subcommittee. Issues of concern shall include the following:

X	Layoff and Recall Procedures
XII	Compensation (selective salary distribution for faculty only; early retirement for faculty)
XIII	Leaves of Absence
XVI	Administration of Agreement
XX	Term Appointments
XXII	Tenure Procedures
XXIII	Promotion Procedures
XXIV	Faculty Professional Duties
XXVI	Research and Professional Development Grants and Programs
XXIX	Evaluation of Faculty Teaching
XXXIV	Spring-Summer Term
XXXVI	Resignation
Letter	Faculty Classification Limitations

#### B. Administrative Structure

To administer the Agreement, the Association will designate separate contract implementation and grievance officers for the faculty and academic staff.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, Michigan 48202

REFERENCE: Implementation of Fair Share Agency Fee

Dear Professor Fino:

It is agreed that, barring mutual agreement to the contrary, the University Administration will not reopen discussion on the Fair Share Agency Fee described in Article VI.A (Association Dues and Fair Share Agency Fees) during negotiations for a successor to the current contract.

Sincerely yours,

John P. Oliver  
Deputy Provost

August 19, 2002

Professor Susan P. Fino  
Chief Negotiator  
Wayne State University Chapter AAUP-AFT  
5440 Cass Avenue  
Detroit, MI 48202

REFERENCE: Articles VI and XII Implementation

Dear Professor Fino:

As a result of implementation issues related to Article VI and Article XII, changes specified in those articles will go into effect by January 2003, except those otherwise-dated items noted in Article XII.

Sincerely yours,

John P. Oliver  
Deputy Provost

March 17, 2005

Professor Charles Parrish  
President  
Wayne State University Chapter AAUP-AFT Local 6075  
5440 Cass Avenue  
Detroit, Michigan 48202

Re: 2N Committee - Employee Retirement Benefits

Dear Professor Parrish:

It is agreed that a 2N committee shall be formed to consider possible modifications in the employee retirement benefits currently provided by the University. Although the committee shall not present formal recommendations, it may provide information and analysis on options that may be used in the subsequent negotiations. In particular, the committee shall address the long-term and short-term costs of any modifications it considers, the anticipated impact of such modifications on current employees and retirees, and the means for paying for such modifications. It also may analyze options for modifying the current package of employee retirement benefits. In presenting options, the committee shall provide benchmark information about the practices of comparable universities.

The committee shall be formed no later than thirty days after ratification of this agreement and shall present its report to the Association and the University no later than March 1, 2006.

Sincerely yours,

Nancy S. Barrett  
Provost



March 17, 2005

Professor Charles Parrish  
President  
Wayne State University Chapter AAUP-AFT Local 6075  
5440 Cass Avenue  
Detroit, Michigan 48202

Re: 2N Committee – Article XXIV

Dear Professor Parrish:

It is agreed that a 2N committee shall be formed to examine the operation of Article XXIV and to consider specific changes in it. Although the committee is not to present formal recommendations, it may provide information and analysis on options that may be used in the subsequent negotiations. In particular, the committee shall examine the process by which a faculty member may contest a proposed change in his or her assigned duties under Article XXIV(A-C) and shall identify areas of recurrent problems with the existing process. The committee may analyze options for ameliorating such problems. The committee also shall review the operation of Article XXIV(D) and may analyze one or more options for achieving more effectively the purpose of that provision.

The committee shall be formed no later than thirty days after ratification of this agreement and shall present its report to the Association and the University no later than March 1, 2006.

Sincerely yours,

Nancy S. Barrett  
Provost

April 24, 2006

Professor Anca Vlasopolos  
Chief Negotiator  
Wayne State University AAUP-AFT  
Detroit, MI 48202

Re: Basic Scientists and Fractional Tenure

Dear Professor Vlasopolos:

It is agreed:

1. Tenured/tenure-track basic scientists in the clinical departments of the School of Medicine whose appointments are at least less than 50% tenured/tenure-track will have these changed to at least 50% tenured/tenure-track appointments.
2. Basic scientists in the clinical departments of the School of Medicine may be appointed at no less than 50% tenure/tenure-track.
3. All future tenured/tenure-track faculty in basic science departments of the School of Medicine will be on full tenured/tenure-track appointments.
4. The conversion of the current faculty will be completed as soon as possible, but no later than October 1, 2006.

Sincerely yours,

Barbara Price  
Associate Vice President for Academic Personnel

Nancy S. Barrett  
Provost and Senior Vice President for  
Academic Affairs

Charles Parrish  
President, AAUP-AFT

August 1, 2009

Professor Charles Parrish  
President  
Wayne State University Chapter AAUP-AFT Local 6075  
5057 Woodward, 3301 Maccabees Bldg.  
Detroit, Michigan 48202

Re: Master Parking Gate Cards

Dear Professor Parrish:

It is agreed that, effective August 1, 2009, the Association may receive up to eight master parking gate cards at regular cost, to be used only for official Association business.

Yours truly,

Nancy S. Barrett  
Provost and Senior Vice President for  
Academic Affairs

August 1, 2009-07-31

Professor Charles Parrish  
President  
Wayne State University Chapter AAUP-AFT Local 6075  
5057 Woodward, 3301 Maccabees Bldg.  
Detroit, Michigan 48202

Re: Salary Amounts Recovered

Dear Professor Parrish:

It is agreed that, during 2009-12, the salary amounts recovered from the spill over from the application of the 2% across-the-board to salaries up to the capped levels will be distributed as selective salary increases to selected bargaining unit members throughout the University following the rules set forth in the Agreement for selective salary increases.

Yours truly,

Nancy S. Barrett  
Provost and Senior Vice President for  
Academic Affairs

August 1, 2009

Professor Charles Parrish  
President  
Wayne State University Chapter AAUP-AFT Local 6075  
5057 Woodward, 3301 Maccabees Bldg.  
Detroit, Michigan 48202

Re: Compensation Provisions Changed

Dear Professor Parrish:

This is to confirm that it is agreed that the University reserves the unilateral right to cause the compensation provisions changed during 2009 bargaining (Article XII.C.2 Across-the-Board Salary Adjustments; XII.C.4 Salary Adjustment Table; and XII.B Faculty and Academic Staff Salary Minima) to be reopened for bargaining by giving notice to that effect by June 30 in any year in which the contract is in place, in which event these compensation provisions may be changed by agreement effective not later than August 15 of the same calendar year.

Yours truly,

Nancy S. Barrett  
Provost and Senior Vice President for  
Academic Affairs

**Letter of Agreement**  
**Reference: 2N Committee on Online Education**

The University Administration and the Association hereby agree that a 2N committee, with N equal to no less than three (3) and no more than five (5), shall be established to deal with matters related to online education. The University Administration and the Association shall each designate a co-chair from among their respective appointees. The committee shall be appointed no later than one month after the ratification of this Agreement.

The committee shall make recommendations on the following matters:

1. Rights of faculty members assigned to teach online courses, including rights to select course materials, methods of delivery, methods of interaction (including both asynchronous and synchronous methods), methods of examination, and appropriate virtual office hours;
2. Intellectual-property rights of faculty members with respect to recordings of lectures, lab tests, demonstrations, class discussions and similar electronically recorded or accessible materials;
3. Establishment of a fund for Online Course Training and Development under the Associate Vice President for Educational Outreach in an amount sufficient to support quality online instruction, along with principles for awarding grants from the fund to assist bargaining-unit members in developing new online courses or modifying existing on-campus courses for suitability for online instruction;
4. Guidelines for the determination of workload, including appropriate class size, for those assigned to create or teach a “first time” online course;
5. Guidelines for online-course preparation and teaching for bargaining-unit members on the tenure track that take into account the research and time required for the development of online courses;
6. Guidelines for University provision of hardware, software, and technical support to bargaining-unit members who teach online to ensure adequate delivery of material, curriculum development, course planning, and student interaction.

The report shall be forwarded to the Academic Senate, the Provost and the President on or before April 30, 2014. The Academic Senate shall consider the report and forward its recommendations to the Provost, the President, and the Board of Governors for consideration and such action as they deem appropriate.

January 31, 2013

Professor Anca Vlasopolos  
Chief Negotiator  
Wayne State University Chapter  
AAUP-AFT, Local 6075  
5057 Woodward Avenue, Suite 3301  
Detroit, Michigan 48202

Re: Term Appointments

Dear Professor Vlasopolos:

It is agreed that bargaining-unit members on term appointments other than those on the tenure-track or ESS-track or clinical faculty in the School of Medicine, who have served at WSU for at least seven (7) years, will be given renewal contracts of at least two (2) years. The University may cancel these multi-year contracts after one year for financial reasons following the non-renewal provisions in Article XX.D.2, paragraphs 2 and 3. The financial reasons proffered by the Administration must be reviewed and approved by the President.

Clinical faculty in the School of Medicine may receive multi-year contracts at the discretion of the Chair and with the approval from the Dean.

Sincerely yours,

Margaret E. Winters  
Associate Provost  
for Academic Personnel

February 25, 2013

Professor Anca Vlasopolos  
Chief Negotiator  
AAUP-AFT, Local 6075  
5057 Woodward Avenue, Suite 3301  
Detroit, Michigan 48202

Re: 2N Committee on Health Insurance

Dear Professor Vlasopolos:

It is agreed that a 2N Committee shall be formed to review the University's health insurance program, identify and review possible health insurance options, and make recommendations to the President or his/her designee and to the President of the Association. The committee's goal is to provide recommendations on a package of high quality plans that may be offered to bargaining-unit members that is cost effective and competitive with plans offered at other universities and elsewhere.

Because of the possible implications for other University employees resulting from changes in benefits provided to bargaining-unit members, representatives of other employees may be consulted by mutual consent of the Association and the University Administration. The committee shall consist of four (4) members selected by the Association and four (4) selected by the University from within and outside Wayne State University. It is to be co-chaired by one (1) member designated by the Administration and one (1) by the Union. Either side may change its appointed members at its own discretion.

During the present year, the committee shall focus on developing recommendations on health insurance plans which could be offered as soon as practicable after January 1, 2014. These recommendations are to be forwarded to the President of the University, the President of the Association and the Board of Governors. The Board of Governors retains final authority on decisions based on these recommendations. In subsequent years, the committee shall issue an annual report each October to the President of the University, the President of the Association and the Board of Governors and such other reports as it sees fit to formulate; the Board of Governors retains final authority on decisions based on any recommendations.



The committee shall be provided all data and information relevant to the provision of health insurance at Wayne State University. The co-chairs shall individually and/or jointly decide what data and information are relevant to the committee's work.

Sincerely,

Margaret E. Winters  
Associate Provost  
and Associate Vice President for Academic Affairs

February 25, 2013

Professor Anca Vlasopolos  
Chief Negotiator  
AAUP-AFT, Local 6075  
5057 Woodward Avenue, Suite 3301  
Detroit, Michigan 48202

Re: Increased Co-Pay Amounts

Dear Professor Vlasopolos:

It is agreed that, effective upon ratification of the collective bargaining agreement by the Association's membership and the University's Board of Governors, the University may:

1. Implement a three-tier Rx co-pay schedule of \$5.00/\$20.00/\$45.00 for all medical plans.
2. Institute a \$100 emergency room co-pay across all plans (co-pay shall be waived if covered member is admitted).
3. Increase office visit and urgent care co-pays from \$15 to \$20.

This proposal shall supersede the Letter of Agreement of August 1, 2009, at page 172 of the 2009-2012 collective bargaining agreement, which shall be deleted.

Sincerely yours,

Margaret E. Winters  
Associate Provost  
and Associate Vice President for Academic Personnel

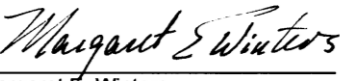
**Signatories to Agreement**

Wayne State University

Wayne State University Chapter of the  
American Association of University  
Professors - American Federation of  
Teachers, Local 6075

  
\_\_\_\_\_  
Allan D. Gilmour  
President

  
\_\_\_\_\_  
Charles J. Parrish  
President

  
\_\_\_\_\_  
Margaret E. Winters  
Associate Vice President for  
Academic Personnel