

Agreement
between
Wayne State University
and the
Wayne State University
Union of Part-Time Faculty
AFT Local 477, AFL-CIO

July 15, 2023 – July 14, 2026

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Article I UNION RECOGNITION

Wayne State University (hereinafter referred to as "the Employer") recognizes the Union of Part-time Faculty / AFT Local 477, AFL-CIO (hereinafter referred to as "the Union") as the sole collective bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the bargaining unit defined below:

A. Included Employees:

1. All Employees with instructional duties who are not represented by the AAUP-AFT or GEOC/AFT.
 - a. These Employees, including Instructional Assistants, will be represented for all of their part-time assignments, including advising and clinical supervision.
2. Instructional duties may include, but are not limited to:
 - a. Teaching students;
 - b. Online and hybrid instruction of students;
 - c. Evaluating student performance;
 - d. Grading;
 - e. Tutoring;
 - f. Monitoring student activity in laboratory classes or sections;
 - g. Supervising student teachers.

B. Excluded Employees:

1. All Medical School Employees.
2. Tenured faculty.
3. Research, temporary, clinical, and adjunct faculty:
 - a. Research assistants, research associates, and research scientists;
 - b. Visiting professors with tenure or tenure-track status at another institution of higher education;
 - c. Guest speakers employed for a single specific limited purpose who are compensated with a single-sum one-time nominal payment and who do not grade student work;
 - d. Speakers for a non-credit professional development workshop employed for a single specific limited purpose;
 - e. Clinical Employees who:
 - i. Are employed by the Eugene Applebaum College of Pharmacy and Health Sciences or in the clinical programs of the College of Nursing, the College of Education except as indicated above, the Law School, the School of Social Work, or the Department of Communication Sciences and Disorders, the Department of Nutrition and Food Sciences, or the Department of Psychology in the College of Liberal Arts and Sciences; and

- ii. Are hired exclusively to train or supervise students in the direct provision of professional services to third-party patients or clients.
- 4. Voluntary, adjunct, clinical, and full-time affiliated faculty who receive no compensation.
- 5. Administrators and supervisors:
 - a. Supervisors of members of the bargaining unit;
 - b. President, provost, senior vice-president, chief of staff, vice-president, deputy provost, associate provost, or other executive officers of the University;
 - c. Dean, deputy dean, associate dean, assistant dean, department chair or associate department chair;
 - d. University Admissions Officer and Registrar, director, associate director, or assistant director;
 - e. Former University president, unless that individual, within six months of leaving the office of president, has filed with the Union and the University Administration a written election to be included within the bargaining unit.
- 6. Certain student Employees:
 - a. Employees who are enrolled in an undergraduate program at Wayne State University and do not have a bachelor's degree;
 - b. Graduate students appointed on state or federal training grants.
- 7. Confidential Employees, as defined by the Michigan Employment Relations Commission (MERC).

Headings numbered 3, 5, and 6 in this section are for descriptive purposes only, and not part of the binding language of this Agreement.

Article II DEFINITIONS

A. UPTF

The Union of Part-time Faculty, used interchangeably with "the Union."

B. Union

By "Union" this Agreement shall refer to the UPTF.

C. University

By "University" this Agreement shall refer to Wayne State University.

D. Employee

By "Employee" this Agreement shall refer to any member of the bargaining unit covered under the terms of this Agreement, used interchangeably with "Part-time Faculty" or "PTF."

E. Employer

By “Employer” this Agreement shall refer to Wayne State University.

F. Day

By “day” this Agreement shall refer to one calendar day, unless otherwise noted.

G. Year

Except where otherwise stipulated in this Agreement, the term “year” shall be taken to mean one calendar year.

H. Unit

By “unit” this Agreement shall refer to any administrative/organizational unit (including organizational entities referred to as academic departments, non- departmentalized schools, centers, institutes, laboratories or others designated by the Employer) which directly employs represented Part-time Faculty.

I. Semester

By “semester” this Agreement shall refer to one of three regular semesters (Fall, Winter or Spring/Summer) during which courses are offered at Wayne State University.

**Article III
NONDISCRIMINATION**

- A.** Wayne State University and the UPTF-AFT recognize an obligation and reaffirm by this Agreement their commitment to achieve equal employment opportunity, non-discrimination, and non-harassment within the University. Consistent with University policies, the University and the Union shall not discriminate or harass on the basis of race, color, veteran status, height, weight, national origin, ethnicity, ancestry, caste, religion, creed, political affiliation, political beliefs, membership in any social or political organization, marital or familial status, caregiver status (*e.g.*, providing care for a dependent person), age, gender, gender identity or expression, pregnancy, sexual orientation, disability, or HIV status, of those capable of performing their professional duties. The preceding list is illustrative but not exhaustive. For the purpose of this agreement, discrimination applies both to incidents characterized as “disparate treatment” and “disparate impact.” In addition, Wayne State University and the UPTF do not condone bullying, which is defined in the University’s Anti-Bullying Statement (Anti-Bullying Statement – Office of the Provost – Wayne State University). Nothing in this section shall be construed to prohibit Wayne State University from the application of *bona fide* occupational qualifications as may be appropriate or from taking such measures as may be permissible by law to protect the health and safety of the University community. 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.
- B.** Employees who believe that they have been subject to discrimination in violation of this Article may choose to pursue their claim either through the University’s internal

discrimination process administered by the Office of Equal Opportunity or through the grievance procedure of this Agreement. The initial choice of one of these two internal procedures is binding as to the discrimination aspect of any claim and prohibits the filing or processing that same discrimination claim through any other internal procedure. Employees may first attempt to resolve their claims informally with their immediate supervisors without invoking the grievance procedure. If the Employees proceed through the grievance procedure, the grievance will begin at Step Three, as set forth in Article XX of this Agreement.

- C. Neither the University nor Union shall directly or indirectly discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of such Employee's membership in the Union, such Employee's participation in any activities of the Union or collective professional negotiations with the University, or such Employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**Article IV
UNION DUES**

A. Union Dues and Service Fees

1. During the term of this Agreement, the Employer agrees to deduct regular union dues on a bi-weekly basis from the salary of each Employee who authorizes such deduction in writing in accordance with a standard form that is mutually developed by the Union and the Employer.
2. Employees within the bargaining unit who do not authorize a deduction for union dues may pay a fair share fee to the Union. During the term of this Agreement, the Employer agrees to deduct a fair share fee on a bi-weekly basis from Employees who have provided written authorization for the deduction. The amount of this fee shall not exceed the amount of dues assessed, and shall be determined by the members of the Union in accordance with the constitution and by-laws of the Union.
3. Dues and fees deduction authorizations shall remain in effect whenever an Employee is employed as a member of the bargaining unit. The Employer shall not be responsible, therefore, for the deduction of regular Union dues or fair share fees for any period of time when the Employee is not employed as, or does not have earnings as, part-time faculty.

B. Deduction Authorization Card

UNION OF PART-TIME FACULTY UNION MEMBERSHIP / VOLUNTARY FAIR
SHARE CARD

CARD

Name _____

Department _____
WSU Banner ID _____
Email Address of Employee _____

The contract negotiated by the UPTF and the University allows Employees receiving benefits from the contract to pay either Union Dues or Fair Share Fees. The UPTF is the legal collective bargaining unit for all Part-time Faculty (PTF) at WSU. This means the University is obligated to bargain a contract with us concerning our pay and working conditions. The UPTF also represents any PTF in grievances regarding their employment. Union membership allows you to participate in all levels of the Union's decision-making processes, including voting. To become a member, you must check the box marked "Union Dues." By checking the "Fair Share" box, you will support the work of the Union in negotiating and enforcing the contract without having a voice within UPTF.

Please Check One:
Union Dues (Member) _____
Fair Share Fee (Non-voting) _____

Your Union Dues or Fair Share Fee will be deducted from your paycheck.

Signature of Employee _____
Date of Signing _____/____/____

Please return by US, or campus, mail to: UPTF, 5057 Woodward, Ste. 3303, Detroit, MI 48202. Cards may be emailed to uptfamt@gmail.com.

If you do not return this card, no payroll deductions will take place.
Revised March 2023.

C. Remission and Reporting

1. The Employer will furnish to the Union, by email sent out no later than five (5) business days of each pay date, an Excel spreadsheet listing the names, Banner ID numbers, membership status, and amounts deducted for dues and fair share fees for all employees within the bargaining unit collected for that pay cycle. The list will include the names, Banner ID numbers, and zero dollar deductions for nonmembers.
2. The Employer shall furnish the Union, no later than the tenth of each month, an electronic listing of all dues and fees deducted for the previous month from members of the bargaining unit. This report shall include columns identifying whether the Employee is coded as a Dues or Fair Share payer and another column that totals the amount of dues or fees collected (Academic) Year to Date. A remittance of all dues and fair share fee deductions, payable to the Union, shall accompany the listing. The amount collected from each pay will be set at a level such that by the final pay period for that semester, the Employee will have paid the full amount for that semester. The Employer shall not be responsible for collecting funds for more than the current

semester.

3. The Employer shall also furnish the Union with photocopies or scanned PDF files of dues and/or fair share fee forms reflecting a change in authorization.
4. The Union will also furnish to the Employer scanned PDFs of any signed dues or fair share forms that it receives.

D. Indemnification

The Union will, at its own expense, defend and indemnify the Employer, its officers, employees and agents, against any and all claims, demands, lawsuits, or other forms of liability, including any costs and attorney's fees, that may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

E. De-Authorizing Union Dues or Voluntary Fair Share Fees

Current members of the UPTF bargaining unit, as well as those returning to the unit who have active union dues or fees deduction authorizations on file with the university, must adhere to the following procedure to de-authorize such deductions.

A signed letter stating the intent to end dues or fees deductions must be sent to the Union at 5057 Woodward, Suite 3303, Detroit, MI 48202. On receipt of such a letter, the Union will notify Human Resources of the change in status. Provided the Union receives the letter no later than the end of business on a normally scheduled pay day, the letter will be forwarded to Human Resources by the following day, allowing it to be processed for the next scheduled pay day.

If the Union receives the letter later than the day after a pay day, the Payroll Department's internal deadline for processing such changes will have passed and the request will be processed for the next pay day.

In the event that bargaining unit members communicate their intent to de-authorize dues or fees deductions directly with Human Resources or the Payroll Department, those offices will forward such communications to the Union at the address above and place the de-authorization on hold for one full pay period.

**Article V
UNION RIGHTS**

- A. The Union may schedule meetings on campus. Requests for such space shall be made through standard University procedures.
- B. The Union may contract for University services, duplicating, printing, audio-visual, photographic, and computer and food services and other such services as may be contracted for by other campus organizations.
- C. The Union shall have the right to post notices in every department that has unit members.

The Union shall also have the exclusive right to post notices in mutually agreed-to public places on the main campus and the extension centers.

- D.** The Union shall be afforded reasonable use of University campus mail services.
- E.** The Employer shall provide a working internet link to this Agreement and to the Union's website on the University's website.
- F.** Union representatives may use University email and telephones, if available, for Union business. A Union officer may request a photocopy account in his or her academic unit to make occasional small numbers of copies for purposes of contract administration.
- G.** At the Union's request, the Administration will provide up to four (4) premium parking passes to Union Officers or designees each semester. The Union will reimburse the University for associated costs of the parking passes.
- H.** Meetings related to contract administration shall be scheduled at mutually agreed upon times.
- I.** Twice a semester, on the first and fourth pay dates of the Fall and Winter semesters, and on the Thursday before Memorial Day Weekend for the Spring session and on the first Friday of the Summer sessions, the Employer will provide to the Union, at no cost to the Union, a report of all known current bargaining unit members employed by the University. The report shall include the following data elements in an electronic format: Employee name, Banner ID number, Access ID number, compensation, FTE, CRN, where the PTF is the Instructor of Record, position class code, appointing department or unit and code, contract start date, contract end date, University email address, home address, and home telephone number, if available. For individuals employed through Educational Outreach, no appointing department or college will be identified, but the Employer will provide the labor organization codes and a table defining the relationship between the organization codes and the academic programs.
- J.** The University will furnish the standard STC_016: Class Schedule Roll report to the union no later than the Friday before Labor Day, September 15, January 8, January 23, May 8, June 5, and July 10. The report will include a full list of courses being offered that semester, listed with College/Department, course name, section, CRN, name of the primary instructor (instructor of record), number of students enrolled, and the meeting time and location of the course. This report shall include primary and secondary instructors.
- K.** The University will provide to the Union on October 15, February 21, June 5, and July 10 a complete list of all of the Courses taught by the UPTF Bargaining Unit, the number of Credit Hours for each course, and the student enrollment in each.
- L.** The University will establish a Canvas course that the Union can use to communicate with its members.

- M. The University will establish a Part-time Faculty ListServ that the Union can use to email its members of the Bargaining Unit.
- N. The UPTF will be allowed to schedule space in the student center to meet with members after hours. Semester-long reservations should be made as early as possible but no later than 3 weeks before the start of the semester. The UPTF will qualify for priority scheduling when room scheduling opens for a particular semester. The UPTF will get up to 6 hours a week of room time for no fee while space is available.

**Article VI
EMPLOYER RIGHTS**

- A. Except as abridged by this Agreement, all powers, rights and authority of the Employer are reserved by the Employer, and the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:
 - 1. to determine the type and kind of work to be performed;
 - 2. to make financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures, but excluding financial decisions concerning wages, hours, and working conditions;
 - 3. to determine the number, location, or relocation of facilities, buildings, and rooms;
 - 4. to determine its organizational and business structure;
 - 5. to determine whether to transfer or discontinue work, or to contract classroom instruction not performed on the main or satellite WSU campuses;
 - 6. to determine the necessity for work by Employees;
 - 7. to discipline, suspend, or discharge Employees for just cause;
 - 8. to determine the duration of employment as set forth in the Employee's most recent letter of offer;
 - 9. to engage in normal and customary supervision;
 - 10. to determine materials and equipment to be used by Employees and the method and means by which work shall be performed and services provided; and
 - 11. to have any work performed at any other location.

- B.** It is further expressly agreed that the Employer retains sole and exclusive control over all matters pertaining to the selection and direction of Employees, including, by way of illustration but not by way of limitation, the right:
1. to hire, select, assign, promote, or transfer Employees, both in person and in job title, and except that in no case shall Employees or job titles be reclassified for the sole purpose of exclusion from the bargaining unit;
 2. to determine the number and qualifications of Employees;
 3. to adopt and enforce rules and regulations, including rules and regulations covering smoking by Employees and other health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities;
 4. to determine quality and performance standards for teaching;
 5. to determine job duties and responsibilities;
 6. to create new job classifications and modify existing job classifications;
 7. to determine class size;
 8. to determine all academic policies, procedures, rules and regulations;
 9. to determine course curriculum and content; and
 10. to perform all other functions inherent in the administration, management and control of the University.
- C.** Nothing contained in the description of Employer rights set forth in A and B waives the Union's right to collectively bargain mandatory subjects of bargaining.

Article VII EMPLOYEE RIGHTS

A. Personnel Records

An Employee will be permitted to review records pertaining exclusively to her or his employment and maintained in personnel files by a department, college, or Human Resources Client Services, as permitted by law. The Employee must make such a request in writing to the Associate Vice President for Academic Personnel, who will arrange for the review. A representative of the Union may, at the Employee's request, accompany the Employee during the review of the personnel file.

B. Instructional Supplies

The college, department, or employing unit will make arrangements for Employees to be able to obtain texts when provided free of charge by the publisher. Any instructional

materials, including software, that the dean, department chair or designee requires to be used in teaching a course or that are required of students taking the course will be made available at no cost to the Employee.

C. Office Space and Access

The college, department, or unit will provide a desk or work surface for an Employee, if necessary for the fulfillment of the Employee's work obligations. If an Employee is required to hold office hours, suitable space will be provided to fulfill this requirement.

An Employee's department or unit shall make arrangements for the Employee's access to that space and to the building containing it. The department chair, dean or designee will determine the need for space and access in conformity with unit resources.

D. Supplies/Equipment

The department chair or dean will determine the need for use and access to supplies and equipment. Supplies and use of duplicating, collating, and other office machinery (e.g., photocopier, typewriter, etc.) of a department or unit shall be made available without charge to Employees to the extent required by their employment obligations. Computer access will be made available without charge for purposes directly related to Employees' employment obligations.

E. Classroom Facilities and Support

Classrooms will be assigned in the normal manner for the employing unit and classroom support, including technical support, will be provided to the same extent as provided for all teaching faculty.

F. Mailboxes

Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive University business correspondence.

G. Library Privileges

Employees will be afforded extended borrowing privileges and will be permitted to check out circulating library materials from the date of checkout to the end of the current semester.

Employees shall have inter-library loan privileges in accordance with normal library procedures through the circulation desk. They may also request materials needed for their courses be placed on reserve for the term. Employees will need to request these privileges from the circulation desk attendant in accordance with normal library procedures.

Employees may submit a request for library acquisitions through the normal procedures in the department and/or college.

Employees will have borrowing privileges for three (3) semesters after they have taught their last class.

H. Part-time Faculty will be surveyed in all Chair selections and reviews.

I. Part-time Faculty Listing

Once an Employee has been promoted to PTF2 status, the Department or Unit will include the name of the Employee on its website. Failure to list a PTF2 or PTF3 on the Unit's website will not be grievable.

J. Part-time Faculty Retirement Policies

Part-time Faculty 3 at WSU that are at least 62 years of age will be eligible for retirement, and retirees will retain their WSU email account and access ID, faculty library privileges and will be eligible for the Voluntary Employee/Retiree paid Dental and Vision Insurance Programs currently available to members of the Bargaining Unit. The eligible Employee must notify their department head or supervisor and the HR Service Center of their firm retirement date in writing. Once accepted by the University, Part-time Faculty Retirees will no longer be eligible for re-employment by the University in any capacity.

K. Email, Microsoft 365, and OneCard

Once hired, PTF shall have access to a Wayne State email address so long as they are eligible to be employed in a course pool, currently three years after their last class taught.

An Employee's OneCard will remain active for three (3) semesters after they have taught their last class.

The Employee will have a license for Microsoft 365 for one year after the end of the last class taught.

**Article VIII
EMPLOYEE DUTIES**

Determination and Assignment of Duties

- A.** The department, college or school, in conjunction with the represented Employee's supervising staff member, shall determine the required duties of the Employee. Specific assignments will be determined relative to the needs of the hiring department, college or school and the programs it delivers or plans to deliver.
- B.** The duties required of the Employee are listed in the Employee's letter of offer and in the Undergraduate Bulletin in the section on Obligations of Faculty and Students to the Instructional Process. The Undergraduate Bulletin is available on the University's website. The current version of this section is included in Appendix A.

**Article IX
ACADEMIC FREEDOM**

All Part-time Faculty included in the unit are covered under the University's academic freedom policy as defined by the Wayne State University Board of Governors' Statute 2.42.01.

**Article X
INTELLECTUAL PROPERTY**

A. Course Materials

A course offered by the University, and the materials developed to meet the requirements for University approval of a course are property of the University, except as otherwise provided in this Article X.

1. **Employee's Materials.** Except as otherwise set forth in this Article X, a course or online course shell developed or designed by an Employee and materials designed, created, or prepared by an Employee, including a course syllabus, lesson plans, and materials generated in support of those lesson plans (such as, but not limited to, an Employee's notes, handouts, audio-visual and computerized presentations, and tests) (collectively "Employee's Materials") remain solely the intellectual property of the Employee. If course-related materials are designed, created, or prepared by an Employee using grant or research funds, the copyright remains with the Employee to the extent permitted by the terms of the grant or research agreement.
2. **University's Materials.** A course or online course shell developed or designed by an Employee and course-related materials designed, created, or prepared by the Employee for which the Employee has been separately compensated (which may include non-monetary consideration) by the University shall not be deemed the Employee's Materials.

B. Online Instruction Standards and Copyright and Patent Policy

Any materials developed by a PTF member to support, and/or deliver Distance Education instruction shall be governed by the Quality Standards for Online Instruction. Any course materials or published works produced in the course of a PTF member's service at the University shall be governed by the Patent and Copyright Policy, Board of Governors' Code Annotated No. 2.41.04, which this Collective Bargaining Agreement incorporates. If either of these policies are revised from their current form or rescinded, the Union will be notified, and the Union retains the right to bargain the impact of those changes.

C. Use of Employee Materials

The Department or hiring unit will not knowingly use or allow an Employee's Materials to be used in sections not taught by that Employee unless the Employee's written permission has been obtained. The Department or hiring unit will advise any Employee in violation of this provision to cease and desist use of another Employee's Materials when it becomes aware of the violation. Notwithstanding the foregoing, the University may make use of an Employee's Materials as needed to maintain its accreditation and meet legal and

compliance obligations or as otherwise agreed by the Employee.

D. No Damages

Under no circumstances will the Employer or the Union be responsible for any monetary damages arising from misuse of an Employee's Materials or other intellectual property covered by this Article. Nothing in this section is intended to restrict or shall be deemed to limit in any way an Employee's right to protect and enforce the Employee's property rights in the Employee's Materials, including damages and equitable relief as allowed by law.

**Article XI
PROFESSIONAL DEVELOPMENT**

A. The university recognizes that access to professional development activities is important for the Employee and strengthens the university. Therefore, unless prohibited by the AAUP-AFT contract:

1. The university agrees to provide part-time faculty with equal access to university sponsored professional development workshops or seminars.
2. All Employees shall be eligible to apply for grants or other funds that the university offers, or that private companies or individuals offer through the university.
3. The Office for Teaching and Learning will develop training topics aimed specifically at PTF in the Fall semester. PTF participating in such training shall be compensated \$50.00 from the Professional Development fund.
4. The Union, the Provost's Office, and the OTL will collaborate in setting up Welcome Back/New PTF Orientations in September of every year. Attendance at this event will also be compensated \$50.00 from the UPTF Professional Development Fund.
5. Individual PTF who wish to acquire additional skills useful in their teaching may request individualized training from the OTL.

B. Part-Time Faculty Professional Development Fund

1. Effective September 1, 2008, the Employer shall establish a PTF Professional Development Fund. The annual level of funding will be \$25,000.
2. Beginning Fall 2020, the annual level of funding will be \$30,000. Funds budgeted in a prior fiscal year, but unexpended, will carry forward to the next fiscal year.
3. The method of allocating these funds will be determined by agreement between the Provost/designee and the Union.
4. Current Practice: any policies or past practices for the granting or dispersal of funds for travel support and other professional development opportunities to Employees that are

currently in place by academic units shall remain in place, unless superseded by another part of this Agreement.

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

C. Part-Time Faculty Professional Development Grants

1. The Professional Development Fund, will be used to provide annual Professional Development Grants, up to \$5,000 per award, for a maximum of \$15,000 awarded annually. These grants may be requested to support such professional development activities as educational workshop attendance, research projects, or creative activities. Professional Development Grants may not be used to supplement or replace salaries of Employees.
2. A committee of part-time faculty shall be established by the union and chaired by the Associate Provost for Academic Personnel. The committee will receive grant proposals approved by the Department Chair or the submitting Employee's supervisor and make recommendations to the Provost's Office for approval and the amount of grant funding.
3. Once approved, existing University policies regarding grant expense tracking and reporting shall be followed.

D. Membership Award, Conference Travel Award, and Credentials Award

1. The UPTF Professional Development Fund will support both Professional Membership Dues or subscriptions (not certifications), awards for conference travel, lodging registration, and food, and professional licenses/credentials.
2. Current award amounts can be found on the Provost's website.

E. UPTF Mentoring Program

The UPTF will administer a mentoring program. Subject to an annual cap, stipends to mentors will be paid from the UPTF Professional Development Fund. Once finalized, program details will be available on the UPTF Canvas site.

Article XII CONFLICT OF COMMITMENT

The Employer may not seek to limit the employment of its Employees outside of Wayne State University, or the other non-work activities of Employees. Employees must, however, carry out their Wayne State University duties at the times and places specified by the hiring unit.

**Article XIII
HEALTH AND SAFETY**

- A. The Employer recognizes its obligation to promote a safe and healthful working environment in compliance with OSHA and MIOSHA standards.
- B. Should an Employee become aware of a condition that endangers their health and safety, the Employee shall promptly report the condition to their supervisor. Upon receipt of such notification, the supervisor shall review the situation with the Employee. If the supervisor and the Employee are unable to resolve the condition within a reasonable time, the Union may request a special conference as provided in Article XXIII.
- C. Employees shall perform their duties in a safe manner, using all health and safety equipment provided by the Employer. Failure to use such equipment may be grounds for disciplinary action. The Employer shall provide information about procedures to be followed in the event of an emergency, and how to request first aid information and supplies or equipment when needed.
- D. Administration, Faculty and Students all have an interest in a safe environment that promotes learning. Employees need not fear that a complaint against a student for disruptive or violent behavior will be used as evidence of the Employee's poor performance in the classroom. Employees are encouraged to examine Wayne State's policies on student conduct. These policies can be accessed through the website of the Dean of Students.
- E. The University will adhere to recommendations for closure following the declaration of a Public Health Emergency by the State of Michigan. In the case of a recognized severe public health threat affecting the University, and consistent with University emergency policies, all Employees are expected to practice appropriate social distancing strategies while, to the degree practicable, fulfilling their professional obligations. This may involve use of email, Canvas (or other official WSU learning management system), or other distance-based instructional strategies.
- F. When the University invokes the Remote Operations Policy (Policy 10.1.3 from the University's Administrative Policies and Procedures Manual), faculty members (i.e., an instructor who leads the impacted class/lab) are required to cancel their affected in-person classes and to (1) schedule online synchronous class(es) at the regularly scheduled class time during remote operations where feasible, or (2) to make other appropriate arrangements with their students to ensure continuity of academic operations. There should be no retaliation if an instructor cannot hold class remotely and makes appropriate arrangements. If the University alters the Remote Operations Policy, the Union reserves the right to reopen this article of the CBA for impact bargaining.

**Article XIV
POSTING**

- A. Online posting and/or other forms of advertising for part-time faculty will be conducted at

least once per year to ensure that pools of qualified candidates are developed.

- B.** The pools may be course-specific, or they may encompass a range of courses of a similar nature in a program.
- C.** Each academic unit, when posting, will post hiring information either on its web site, on a dedicated list serve, or through the online hiring system of the University.
- D.** The posting will list the minimum qualifications necessary for a candidate to be considered for the position described.
- E.** An individual may be in more than one pool.
- F.** An individual may apply to a pool at any time.
- G.** Postings will be for at least five business days.
- H.** Posting will include a general description of the duties of the position(s).
- I.** Acceptance into a pool is not an offer of employment.
- J.** Notification of acceptance:
 - 1. When a unit posts for a particular position for which there is an opening, applicants shall be notified within 15 business days whether they are accepted into the pool.
 - 2. An applicant accepted into a pool at any other time will be notified as soon as possible and s/he will be contacted in the event that an offer of employment will be made.
 - 3. When a PTF2 or PTF3 in one pool applies to be accepted into another pool, and in the application identifies himself or herself as such, the unit shall notify said part-time faculty member whether or not s/he is accepted within 10 business days.
- K.** Department Chairs and other unit heads shall notify the department's PTFs of any courses outside of the unit's PTF course pools that are expected to become available for PTF instruction in the next academic year. PTFs shall be invited to submit their CVs to be evaluated for the possibility of teaching such courses.
- L.** At the beginning of each academic year, the Provost's Office will send a reminder to Department Chairs and other unit heads regarding the Posting requirements above.
- M.** The above process may not apply in situations that require a position to be filled in an emergency.

Article XV COURSE POOLS

A. Definition

1. A Course Pool consists of a course or group of courses or labs. Courses or labs may be grouped in pools when they call for related content and/or methodology to teach or supervise.
2. Courses or labs that require substantially different content or methodology of teaching should be grouped in different pools within a Department or Hiring Unit.
3. Courses should be grouped into as few pools as is pedagogically sound.
4. Each Department or Hiring Unit will define and maintain Course Pools.

B. Placement of PTFs

1. Part-time Faculty qualified to teach one course within a Course Pool are qualified to teach all courses within the Course Pool.
2. If deemed qualified by the Department Chair, Unit Director, or Course Coordinator, a PTF can be assigned to teach in a new pool, providing the assignment is in accordance with Article XVI below.

C. Each Department or Hiring Unit will maintain and—as needed—update lists of its separate Course Pools (i.e., a Course Pool List which focuses solely on courses and course pools) and the ranking of Part-time Faculty as PTF1, PTF2, or PTF3 within those Course Pools (i.e., a Course Pool Seniority List which focuses on individual ranks within each course pool). In addition, each Course Pool Seniority List will contain a seniority list for PTF3.

D. Within six weeks of the beginning of the Fall semester, every Unit shall make available to each Employee, by posting in a location available to all Part-time Faculty, or by university email, the current Course Pool Lists in the Unit.

1. Every Fall semester, every Unit shall confirm the accuracy of the Course Pool List for their Unit. The List shall also include courses available for Part-Time Faculty to teach, if the unit plans to potentially offer the class to PTF's, even if a PTF has not previously taught the class.
2. The List should include every class that has been taught by Part-Time Faculty at least once in the last seven (7) years.
3. Courses normally assigned only to Full-Time Faculty or Graduate Teaching Assistants, and which are not planned to be offered to PTF, are not required to be included on the list, unless that course has been taught by a PTF within the last seven (7) years.

E. Course Pool Seniority List

1. Units are required to use the template provided by the Provost's Office.
2. The Union will receive a copy, by October 30th, of the Course Pool Seniority List with the following information corresponding to the template for each Employee: Course Pool, Course name, Employee name, rank within each pool, number of semesters at that rank, and a list of PTF3 by seniority in each pool.
 - a. By October 30th, The Provost's office will publicly post the Course Pool Seniority List that it supplies every Fall to the UPTF. Any private employment or disciplinary information, such as denial of promotion, shall not be posted publicly.
3. Once the Course Pool Seniority List is compiled and sent to the union, the UPTF will audit the list, as per the Letter of Agreement contained in this agreement.
4. Employees may examine their position within each pool, as identified in the public posting by the Provost's Office. Employees should bring potential errors to the attention of the Department or Hiring Unit and the Union. The Department or Hiring Unit should respond within fourteen (14) days of receiving the email making such a claim. Failure to respond within thirty (30) days is grievable.
5. An Employee teaching in multiple pools may petition in writing to the Department or Hiring Unit Head making her/his case for collapsing two or more existing pools into a single pool. The Department or Unit Head will consult with the content specialists within the Unit and then respond in writing within fourteen (14) days of receiving the petition. Denial of the petition will not be grievable.
6. An Employee, who teaches in two or more separate pools that reflect basic and more specialized knowledge within the same area or field, may also petition the Department to have the number of semesters in the lower level pool and the higher- level pool combined for purposes of promotion evaluation.
7. Normally, the additional semesters would be counted within the lower-level pool, but Units and PTF may agree to have them counted in the higher-level pool: e.g., in cases where the PTF is expected to teach in the future only in the higher-level pool.
8. Alternatively, for Departments or Hiring Units employing Instructional Assistants, all semesters of service by an Employee within the Hiring Unit may be treated as semesters teaching in a single pool for purposes of evaluation and promotion.
 - a. In these instances, however, the Department or Hiring Unit retains sole right to determine the courses that Instructional Assistants are qualified to teach with respect to assignment and reassignment after course cancellation pursuant to Article XVI, especially Article XVI.E-H.

F. Minor changes to course content, delivery, or pedagogical methods shall not constitute

justification for changing the Course Pool.

G. New, or Reconfigured Course Pools

1. If course content or curriculum is changed, PTF in that Course Pool will be notified, when possible, of changes at least two months prior to the start of the semester.
2. PTF who have taught in Course Pools impacted by curriculum revisions shall retain their status in Course Pools restructured to conform to the revisions, unless the Department or Hiring Unit, upon evaluation of the qualifications of Part-Time Faculty in that Course Pool, determines that the affected PTF is demonstrably unqualified to teach the new course. The Department or Hiring Unit will give the affected PTF written notice of its determination.
 - a. The affected PTF may submit a CV or other material to establish their qualification to remain in the revised Course Pool.
 - b. The Department or Hiring Unit will fairly evaluate the materials submitted by the PTF and provide a written determination of whether the PTF is qualified for the revised Course Pool. The decision of the Department or Hiring Unit regarding qualification for the revised Course Pool will be final.
 - c. The Department or Hiring Unit will provide, if asked by the impacted PTF, suggestions for the PTF to achieve the necessary qualifications to be included in the revised Course Pool.
3. If a course is transferred from one Department or Hiring Unit to another – including cross-listed courses transferred permanently or temporarily from one home department to another – without substantive change in content, delivery, or pedagogical methods, the instructor’s record of service and rank in the pool will be transferred along with the course.
4. A course taught in a traditional classroom and now taught online shall be considered in the same pool so long as the instructor is qualified to teach in both formats.
5. A successfully completed program in teaching online, or experience at WSU or other Colleges and Universities teaching online, shall be accepted as evidence of online teaching qualifications.
6. Notwithstanding section 5, above, an Employee who has not previously taught online at WSU, or has only taught online but not “in person,” will be closely monitored during the first year of teaching in the new format. Within that time, the Department or Hiring Unit may conclude that such an Employee is not qualified to teach in one format but is qualified to teach in the other.
7. In the event that new Course Pools are added, all criteria established by this article with respect to grouping of courses into as few pools as is pedagogically sound and minimizing impact on affected PTF shall be followed.

Article XVI
APPOINTMENTS AND REAPPOINTMENTS

A. Appointments

1. All appointments are non-tenure-track.
2. Initial hiring of Part-time Faculty for positions relying on hiring pools will be from the pools developed by each unit and based on the qualifications of the individual candidate and his/her suitability for the positions that are open; see Article XV “Course Pools.”
 - a. A Part-time Faculty who has not taught at WSU in a course pool for three (3) academic years shall be removed from that Course Pool, except as outlined below:
 - i. If a Part-time Faculty is employed as a full-time term appointment faculty member at WSU, their pool status will remain frozen (up to a maximum of 5 years) and be restored at the prior level when they resume teaching as Part-time Faculty. It is the PTF’s responsibility to let the unit in question know, in writing, about their new instructional role at the time it occurs and to remind the unit that their PTF pool status should remain frozen. If the PTF does not, in writing, alert the unit to their new status within one semester of their new status the PTF’s course pool status will not be frozen.
 - ii. If a Part-time Faculty does not teach at WSU in a Course Pool for more than three years, and returns to employment at WSU, they may request to their Department Chair or Unit Head to have their Course Pool status restored.
3. Part-Time Faculty in a pool do not need to reapply in a subsequent semester in order to be considered for reappointment.
4. All appointments will be made according to the employee’s seniority designation as determined in Article XVI.B. An employee with a higher seniority designation will be offered an appointment to teach a course within the employee’s course pool before the appointment may be offered to an employee with a lower seniority designation.
5. For PTF3 only, strict seniority will be followed. The highest seniority PTF3 (see below: 6.d) in a course pool will be offered courses up to the maximum allowed before the next highest is offered a course, and so forth. Only if there are more courses than PTF3 in a course pool will a PTF2 be offered a course.
6. Duration of Appointments
 - a. Part-Time Faculty 1 (“PFT1”) are probationary Employees. PTF1 shall normally hold terms of appointment of one semester.
 - i. Renewal for subsequent semesters is at the discretion of the hiring Unit.
 - b. Part-Time Faculty 2 (“PTF2”) who have taught two or more semesters (per three-semester academic year) will be given a multi-semester appointment at the same level of employment as in the previous academic year except as prevented in XVI.D.1 below.

- c. Part-Time Faculty 3 (“PTF3”) who has taught two or more semesters (per three-semester academic year) will be given a two-year appointment at least at the same level of employment as in previous academic years except as prevented by XVI.D.1 below.
7. Subject to Article XVI.D., PTF2 who are available to teach the course(s) that they have previously taught, will be reappointed at that same level of employment as in the previous academic year. For PTF3, see XVI.A.5 above and XVI.C.3 below.
8. For purposes of this Article XVI, and except as modified by XVI.A.5 and XVI.C.3, “same level of employment” means the same course(s) and/or the same number of courses taught by the Part-Time Faculty Member in the previous academic year. However, where the course(s) or number of courses taught in the previous academic year was eliminated or reduced as a result of a Reduction of Work under XVI.E., “same level of employment” shall be determined by the course(s) and number of courses taught by the Part-Time Faculty Member in most recent academic year not affected by a Reduction of Work under XVI.E.
9. The specific job assignment will be provided in a letter of offer and will include the salary and the period of time for the work to be performed. The letter of offer will include PTF level, the salary commensurate with the highest PTF level the employee has achieved and the appropriate length of appointment for the PTF level as required by Article XVI.A.5 above.

B. Requests for Availability for Upcoming Work

1. All communication about upcoming work can be made by phone or by email. If communication is sent via email, it should be sent to the Part-time Faculty’s WSU email address.
2. By the end of the second week of each semester, the department or unit will normally request availability for work in the following semester. This request will only be for courses that the unit is aware that they need PTF’s for at the current time.
3. By the end of the fifth week of each semester, the Part-time Faculty will normally be notified of any course offering for the following semester. This request will only be for courses that the unit is aware that they need PTF’s for at the current time.
 - a. The PTF may be required to respond to the course offering within the following timeframe:
 - i. Within one week of receiving an offer made by the end of the fifth week.
 - ii. Within 3 days of receiving an offer for courses added to the next semester’s schedule, or offers made, after the fifth week of the current semester.
 - iii. Within 24 hours of receiving an offer, for a course added, or offers made, within two weeks of the start of a semester.
 - b. The appropriate response timeframe will be provided by the hiring unit when making the course offering.

C. Part-Time Faculty 2, and 3 Designations

1. A PTF1 (including Instructional Assistants) shall be appointed as PTF2, where the PTF1 (a) has taught in the same course pool at least six semesters within the prior seven academic years (including the Spring/Summer semester), and (b) has been favorably evaluated (see below D.1 and Article XVII).
2. A PTF2, including Instructional Assistants, shall be appointed as PTF3 where the PTF2 (a) has taught courses within the same course pool for six semesters within the prior seven academic years (including the Spring/Summer semester), and (b) has been favorably evaluated (see below D.1 and Article XVII).
3. If multiple PTF3's exist within a Course Pool assignment will follow PTF3 seniority in that Pool.

D. Evaluation of Part-Time Faculty for Advancement to PTF2 & PTF3

1. For each advancement, evaluation shall take place in the sixth semester of employment. Advancement to the appropriate PTF rank takes effect with the next appointment in the course pool. Once eligibility (see Article XV, Course Pools), for advancement has been ascertained, the Employee must make a written request to the Chair or Head of the Department or Hiring Unit.

E. Reduction of Work of PTF2 & PTF3

1. As long as PTF2, and PTF3 are available to teach the course(s) that they have previously taught, they will be reappointed at that same level of employment as in the previous academic years except in the following circumstances:
 - a. Elimination or downsizing of a department or program, a decrease in courses due to changes in course offerings, or a reduction in the number of courses or sections offered in the applicable semester or academic year to the extent that there are no courses or sections available in the relevant pool or pools.
 - b. Creation of new full-time or graduate teaching assistant positions that absorb existing courses taught by Part-Time Faculty.
 - c. Reassignment of a course or courses to a full-time faculty Employee or a graduate teaching assistant.
 - d. Cancellation of a course(s) due to under-enrollment.
 - e. Poor performance by the PTF, as evidenced by student evaluations, classroom observation(s), documented failure to meet the standards of the unit, or the faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article XVII. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
 - f. Other *bona fide* and relevant reasons, for example (but not limited to), harassment, discrimination, or substance abuse.

- F.** If new work is available within a pool, the unit shall offer assignments to PTF(s) whose workload has/have previously been reduced within the past three years—and who has/have not asked to be removed from a pool—up to the level of employment before the reduction, in the following order:
1. PTF3 will be offered assignments for available appointments to teach courses in that pool before other candidates. If multiple PTF3's exist within a course pool, assignments will be given in order of seniority in the course pool. This seniority system only applies to PTF3's. PTF2 will thereafter be given first consideration for available appointments to teach courses in that pool before other candidates. If no PTF3 or PTF2 candidates are available, PTF1s will be given first consideration.
 2. Within the PTF2 and PTF1 tier, offers of assignment shall be made to the best-qualified candidates according to the appropriate criteria. Only if no qualified PTF are available will new candidates be considered.
- G.** Where a Department, Unit, or College reduces the number of sections taught in a pool, and there are PTF1s, PTF2s, PTF3s, still assigned classes in that pool, the level of PTF1 employment will be affected before that of any PTF2, and the employment level of a PTF2 will be affected before that of a PTF3.
- H.** Course Cancellation. In the specific instance of a course assigned to an Employee is being cancelled or reassigned at least one week prior to the start of classes, reassignment shall be in reverse PTF order based on seniority, as follows:
1. The workload of a PTF1 shall be affected first, then that of a PTF2 and a PTF3. Reassignment shall be in reverse PTF order.
 2. A PTF3 shall be offered reassignment to a course in the affected pool assigned to a PTF2 or PTF1.
 3. A PTF2 shall be offered reassignment to a course in the affected pool assigned to a PTF1.
 4. If there are no PTF of lower PTF rank in the affected pool whose employment may be reduced, the Employer shall reasonably consider appointing the affected PTF of higher PTF rank to another course that s/he is qualified to teach.
 5. If there is no offer of appointment in another pool available, the workload of the affected PTF may be reduced.
 6. In all cases of course cancellation listed above, the affected Employee shall be contacted by the unit and be given at least 48 hours in which to indicate availability for other assignments. The unit shall then offer reassignment (as available) and the Employee shall have at least 24 hours in which to accept the assignment.

- a. If a Part-Time Faculty has their course reassigned to a GTA due to low enrollment in a GTA's course, and if the Part-Time Faculty Member is unable to bump a lower-ranked PTF, the Part-Time Faculty Member will be assigned to the course previously assigned to the GTA if it is within a course pool that the PTF has already taught in and if the unit believes the course still has a chance of having enrollment necessary to run. The PTF will be notified of the reassignment and that the newly reassigned course is at risk of cancellation.
7. If a course assigned to any Part-Time Faculty Member is cancelled or reassigned to a Full-time Faculty Member or Graduate Teaching Assistant less than one week prior to the start of classes, the workload of the affected Part-Time Faculty Member may be reduced, subject to Compensation for Course Cancellation, section I below.
8. If a Part-Time Faculty Member who has accepted an assignment notifies a unit that she or he is rejecting the assignment less than five (5) business days before the start of classes, he or she shall be ineligible to displace other Employees as provided in this section for one year.
9. The Course Cancellation procedure specified above shall not apply to Applied Music Part-Time Faculty who do not have any students registered for individual lessons in a semester.

I. Compensation for Course Cancellation

1. Consistent with XVI.H.9 above, Applied Music Part-Time Faculty who do not have any students registered for lessons in a semester will not be eligible for Course Cancellation compensation. In all other circumstances, the following will apply.
2. If a class is cancelled or reassigned after the first day of class, the Employee will be provided severance pay equal to 25% of the salary that would have otherwise been earned.
3. If a class is cancelled or reassigned within one week of the beginning of the semester but before the first day of class, and a replacement assignment is not available, the Employer will provide PTF2s and higher severance pay equal to 15% of the salary that would have otherwise been earned.
4. If a class is cancelled or reassigned within one week of the beginning of the semester but before the first day of class, and a replacement assignment is not available, the Employer will provide PTF1 severance pay equal to 10% of the salary that they otherwise would have earned.
5. If the university reopens in January after the holidays seven (7) or fewer days before the first day of class, severance pay for a cancelled or reassigned class will be payable only after the end of the first day of business following the reopening of the university.

6. Employees informed of reduced employment prior to April 30 for the subsequent Fall semester and prior to December 5 for the subsequent Winter semester and prior to April 1 for the following Spring/Summer semester shall receive no compensation.
7. Except as specified in this Agreement, the Employer has no obligation, financial or otherwise, to a faculty member whose workload has been reduced pursuant to this subsection.

J. Notice of Reduction in Workload

Employees shall be given written notice of the effective date of any reduction in workload as soon as possible after the decision is made. The notice provided by the Employer shall include the reason(s) for the reduction and shall include language regarding privileges as indicated below.

“Employees whose appointments have been reduced or who have not been reappointed may visit and use libraries with regular borrowing privileges, shall have full use of the University email system, One Card that has not been deactivated, and access to university-provided software normally available to Part-Time faculty.”

- K. PTF2 and higher returning from a Leave of Absence will be assigned classes at the same workload they had received prior to the Leave of Absence except as prevented by XVI.E.1.a–f above.
- L. The Employer reserves the right to deviate from these procedures in order to appoint individuals with exceptional qualifications no more than twice during the life of this Agreement.

**Article XVII
PERFORMANCE EVALUATION**

Each unit member may be subject to performance evaluation every semester for the first six semesters in which s/he teaches in a unit, and annually in the following academic years.

- A. Each department will establish its own written guidelines regarding such evaluations. Guidelines must be in accordance with the general rules established in this Agreement.
 1. Guidelines shall be posted and shared with PTF.
 2. The Provost’s Office will send an email to all PTF employed in the current semester during the third week and again in the fifth week reminding them a PTF1 or PTF2 may request evaluation for promotion beginning in the Employee’s fifth semester in rank within a course pool. If the request is made in the fifth semester, the evaluation will be conducted in the sixth semester in the Course Pool. If the request is made after the fifth semester, the evaluation will be conducted in the semester requested, or later in accordance with the procedure stated in this Article.

3. If the PTF1 or PTF2 makes a request for evaluation in the fifth semester in a Course Pool (or a later semester, if an evaluation had not been undertaken before), the PTF1 or PTF2 must notify the Department Chair or Unit Supervisor of the request in writing either electronically or by first class mail by the end of the seventh week of the semester. The Department Chair or Unit Supervisor will respond with a notification that must include a list of all materials that the Employee must submit. The notification must also establish the format of the evaluation and identify the criteria that will be used in evaluating the Employee.
 4. If a PTF eligible for promotion requests an evaluation before the eighth week in a Fall or Winter semester, the unit will honor the request and evaluate the Employee before the end of the sixth semester (or first semester the PTF teaches again). If the Unit does not complete the evaluation before the end of the semester in which the evaluation is supposed to occur, promotion to the next highest PTF status will be automatic as soon as the affected PTF receives another Letter of Offer from the Unit.
 - a. In cases where the PTF only works in the Spring/Summer terms, evaluation may be requested at any time after the beginning of the fifth term in the Course Pool and before the beginning of the sixth term. In these instances, the Hiring Unit will make arrangements to evaluate during the sixth Spring/Summer term.
 - b. In cases where the PTF works in two or more semesters annually, and the sixth semester coincides with Spring/Summer, the Hiring Unit shall make every effort to evaluate the PTF in the relevant Spring/Summer term. However, if not possible, it should be done in the immediately following Fall semester.
- B.** Any evaluation will be based on student evaluations, other evidence of teaching performance (such as course materials), and optional visitations (with reasonable advance notification) from the Chair (or equivalent) or designee within the department/school/college. Student evaluations cannot be used as evidence of teaching deficiencies in isolation; concerns raised by student evaluations must be further substantiated by other evidence of the part-time faculty member's teaching performance.
1. Other professional activities, such as publications, may be counted in the favor of the part-time faculty member in the evaluation process. However, since part-time faculty are employed as instructors, the quality of their teaching is the paramount concern in the evaluation process, and the absence of other professional activities cannot be used as evidence against the Part-Time Faculty Member.
 2. Similarly, the number of different courses taught, development of new courses, service as an advisor, or other service and contributions to the university shall all be counted in favor of PTF being evaluated but may not be used as evidence against the individual.
 3. By a date announced at least 10 business days in advance, each part-time faculty member will provide an updated C.V. and any other materials (for example, syllabi, course materials, and relevant publications) that they wish to have included in any evaluation.

4. Classroom visitors need to stay for the entire class, unless it is a once-a-week three (3) or four (4) hour class, in which case it is permissible to leave after the equivalent of a single class period in a class that meets twice a week.
 - a. Unfavorable evaluations based largely on one classroom visit must be followed up by a second visit to confirm.
- C. Once completed, the Evaluator, Department Chair, or Unit Head must notify the Employee of the result in writing no later than 30 days after the evaluation.
1. If the Employee fails the evaluation, the written notification must provide a list of the reasons for failure and what improvements the Employee needs to make in order to qualify for promotion in a second evaluation.
 2. An Employee who has failed a promotional evaluation will normally be re-evaluated *within* two years after failing the initial promotional evaluation. If there are exceptional circumstances, the promotional re-evaluation may be delayed beyond two years. In all circumstances the promotional re-evaluation must occur no later than three years after failing a promotional evaluation.
 3. After a failed promotional evaluation, the Employee or department and/or hiring unit may request a Performance Improvement Plan (See XVII.E. below).
 4. An Employee failing the initial promotional evaluation and the re-evaluation may be terminated for cause.
- D. Upon a successful evaluation, the Employee will receive their salary increase with their next Letter of Offer, regardless of which Course the Employee will be teaching at that time. It is the employee's responsibility to let the Unit in question know about their salary increase if the next Letter of Offer is for a different course than they were evaluated in. If a PTF is paid above the minimum for the PTF level to which they have been promoted, they will receive a salary increase to the next step above their current step.

E. Performance Improvement Plan

1. Upon a failed promotional evaluation an Employee may be placed in a Performance Evaluation Plan (PIP) which may be considered a requirement for continued employment.
 - a. All PIPs shall be individually designed by the Employee's supervisor to meet the needs of the Employee, identifying performance deficits and creating a reasonable plan to address them.
 - b. At the conclusion of a PIP, the outcome will be presented as a report to the department or hiring unit as well as the Employee and placed in the Employee's personnel file.
 - c. The Employee shall have the right to add a written response to the PIP report that will be kept with it in the Employee's personnel file.

2. All PIPs should be structured so that a second evaluation is in conformity with Article XVII.C.2 above.

Article XVIII PRINCIPLES OF COMPENSATION

A. An Employee teaching in multiple Course Pools within a College and holding different PTF status in those pools shall be paid at no less than the highest salary step that the Employee has earned for all teaching assignments in that College.

1. An exception to the requirement for only needing to match the highest salary within College is if the Employee had previously (i.e., prior to Fall 2020) taught in two or more Colleges. In this case, the Employee will continue to be paid at the highest salary step earned for all assignments across Colleges.
2. An Employee teaching in a Course Pool that has been moved from one College, School, or unit to another must still be paid at least at the highest salary level earned.
3. An Employee being compensated at a salary level (step) that has been deleted from the Salary Schedule shall be compensated at the next higher step.

B. Multi-Level Classes

A PTF teaching a class that involves significantly more work because it involves teaching multiple levels of students (e.g., multiple syllabi, different sets of learning outcomes) will be able to request an additional credit hour of compensation. The Part-Time Faculty will make the request to their Department Chair and will explain the basis for their request. If the request is denied, the Department Chair must explain the cause for denial of the request. The Part-Time Faculty may appeal the denial to the Associate Provost for Academic Affairs. The Associate Provost's decision will be final. If the request is approved, this will not change the number of credit hours offered for the class and will not increase the number of credit hours taught by the instructor.

1. The PTF's per credit hour compensation rate will not be increased in other classes.

C. Compensation for Service.

1. A PTF who serves on an M.A. or a Ph.D. Committee will receive a minimum of \$125 in the semester that the M.A. Candidate completes the degree or the Ph.D. applicant becomes a Ph.D. Candidate, and another stipend of at least \$125 in the semester the Ph.D. is awarded.
2. A PTF who accepts a hiring unit's assignment to serve as an instructor of record for the independent study advising of an undergraduate capstone project or supervising an independent study Honors College Essay or Project student shall receive an additional service assignment totaling \$150 for the semester that the student completes the independent student project. There shall be no additional compensation for supervising

an honors student in a project undertaken as part of the PTF's regular instructional assignment.

3. A PTF serving as a liaison for the Academic Senate or serving on a committee within their Department or College will be compensated \$100 for the semester. Departments and Colleges will be encouraged to include Part-Time Faculty on their committees.

D. Workshop Instruction

A PTF leading and/or co-leading a Workshop for other faculty (Full-Time, Part-Time, or Graduate Student) will be compensated \$150 per workshop.

E. Meetings

Employees will be compensated at the rate of \$25.00 per meeting hour, plus parking, for attending any mandatory meetings or workshops beyond two such meetings in any one semester called by the Department or Hiring Unit, the College, or the University.

1. It is understood that PTF may have other obligations at the time that such meetings are scheduled. Departments will encourage PTF to attend such meetings but will not reprimand PTF who are not in a position to rearrange their schedules to meet at one specific scheduled time.
2. Departments, however, have an interest in ensuring that necessary information can be disseminated, or training given, to PTF. Thus, Departments may schedule a mandatory meeting or training at multiple times in order to accommodate PTF schedules. In cases where meetings are scheduled at multiple times, it is incumbent on the PTF to make one of the scheduled times or to arrange an alternate time that he/she can meet.

F. Applied Music Faculty

1. Applied Music Faculty will be paid a \$100 retainer fee for any semester where they are asked to remain available more than one week after the start of classes before being assigned students. If they are assigned students, the \$100 will be deducted from their salary for the semester; if they are not assigned students, the \$100 will be considered a severance payment.
2. Applied Music Faculty who, in addition to their normal instructional duties, serve on Recital Committees, end-of-term performance juries, or offer master- or studio classes for their assigned students shall be paid for these activities at the following rates:
 - a. Junior, Senior, or Graduate Recital Committee service: \$50 per recital.
 - b. End-of-term performance juries or Master- or studio classes: \$100.00 for jury service or per class for Applied Music Faculty on salary steps E or F as of Fall, 2023.
 - c. End-of-term performance juries or Master- or studio classes: \$120.00 for jury service or per class for Applied Music Faculty on salary step H as of Fall, 2023.

**Article XIX
SALARY**

Table A below lists salaries per credit hour beginning in Fall 2023:

STEPS	Fall 2023	Fall 2024	Fall 2025
A	\$1,326	\$1,359	\$1,393
B	\$1,386	\$1,421	\$1,457
C	\$1,462	\$1,499	\$1,536
D	\$1,516	\$1,554	\$1,593
E	\$1,557	\$1,596	\$1,636
F	\$1,645	\$1,686	\$1,728
G	\$1,680	\$1,722	\$1,765
H	\$1,770	\$1,814	\$1,859
I	\$1,853	\$1,899	\$1,946
J	\$1,941	\$1,990	\$2,040
K	\$1,979	\$2,028	\$2,079
L	\$2,065	\$2,117	\$2,170
M	\$2,136	\$2,189	\$2,244
N	\$2,220	\$2,276	\$2,333

Shaded rows show PTF 1, PTF 2, and PTF 3 minimums.

Below are the annual percentage increases for all steps:

Fall 2023 – 3.0%
Fall 2024 & Fall 2025 – 2.5%

- A.** An Employee whose salary is calculated by Contact Hour shall receive the same percentage annual increase as an Employee whose salary is calculated by the Credit Hour.
 - 1. Promotional raises for an Employee paid by Clock or Contact Hour shall equal the percentage increase in promotional raises received by an Employee paid by the Credit Hour. Consult Appendix B, the Clock Hour to Credit Hour Equivalencies, to calculate increases that are off scale. Such calculations can never lead to a decrease in salary from previous years and also must reflect any annual salary increase.
- B.** A PTF3 who has been in rank for a minimum of six semesters may request a performance evaluation for a merit increase. Upon a favorable evaluation, the minimum increase shall be one salary step. For those bargaining unit members compensated at the PTF3 minimum

(salary step D), the merit increase shall be to salary step F. Following a merit increase, the PTF3 must complete a subsequent six semesters before requesting another evaluation for a merit increase. Subsequent merit increases shall be one salary step.

1. Evaluations for merit increases should be requested by the middle of fifth semester and should be completed before the end of the sixth semester. Upon a favorable evaluation, the merit increase shall take effect in the next employed semester.
- C. When a Part-Time Faculty member is assigned to a course with an initial enrollment maximum of at least 40 students and the hiring unit increases the enrollment maximum by more than twenty percent (20%), the Part-Time Faculty may request grading assistance. The department, hiring unit, or college will accommodate such requests as long as financial resources are available to do so.

Article XX

PAY DATE DEADLINES, MISSED PAYDAYS, AND OVERPAYMENTS

- A. Each semester, the Administration will provide part-time Faculty and the Union an electronic link to the University schedule of pay dates for part-time faculty.
- B. Units will ensure that a Letter of Offer is sent to all Part-time Faculty who are in the middle of multi-semester assignments (PTF2s and PTF3s) at least two weeks before the date that a Letter of Offer must be returned to the hiring unit in order for the Letter to be processed.
1. In the Letter of Offer, the administration shall notify part-time faculty of the date that a Letter of Offer must be returned to the hiring unit in order for the Letter to be processed so that the Employee will be paid on the first scheduled pay day.
- C. With the exception of late hires, or individuals who have submitted the Letter of Offer after the deadline for the first payroll, the university will strive to ensure that all part-time faculty are paid on the first scheduled payday. An Employee who had signed a Letter of Offer at least two weeks prior to the processing date referred to in B.1 above, but then had the course cancelled or reassigned and subsequently signed still another Letter of Offer for a replacement assignment will not be considered a late hire under this article.
1. PTF who are in compliance with XX.C above and are not paid on the first payday will be paid within 48 hours of the missed payday.
- D. Late hires and individuals who return the Letter of Offer after the first payroll deadline shall be paid, with full back pay, on the next available payday after the Letter of Offer has been returned and processed in the Department or Hiring Unit.
- E. Within 6 months after making an overpayment of wages or fringe benefits that are paid directly to an Employee, the Administration may deduct the overpayment from the Employee's regularly scheduled wage payment without the written consent of the Employee if all of the following conditions are met:

1. The overpayment resulted from a mathematical miscalculation, typographical error, clerical error, or misprint in the processing of the Employee's regularly scheduled wages or fringe benefits.
2. The miscalculation, error, or misprint was made by the Administration, the Employee, or a representative of the Administration or Employee.
3. The Administration provides the Employee with a written explanation of the deduction at least one pay period before the wage payment affected by the deduction is made.
4. The deduction is not greater than 15% of the gross wages earned in the pay period in which the deduction is made.
5. The deduction is made after the Administration has made all deductions expressly permitted or required by law or the collective bargaining agreement, and after any Employee-authorized deduction.
6. The deduction does not reduce the regularly scheduled gross wages otherwise due the Employee to a rate that is less than minimum wage.

For purposes of this section (Article XX, Section E), an overpayment shall be deemed to have occurred when a member of the bargaining unit has received more salary than that to which the Employee is entitled by contract. Any dispute arising under this Section shall be subject to expedited grievance if requested by the Union.

Article XXI DISCIPLINE AND DISCHARGE

- A.** The Employer shall not discipline or terminate any Employee without just cause during the term of his or her appointment.
- B. Discipline for Unsatisfactory Performance or Serious Misconduct**
 1. Before the Employer delivers a warning or reprimand that will be recorded in the Employee's personnel file, the Employer must invite the Employee to meet in a private setting.
 2. In cases of unsatisfactory employment performance, the procedures established in Article XVII Performance Evaluation, especially XVII.E. will apply.
 3. Where misconduct is not serious, the Employer will follow the principles of progressive discipline.
 - a. A written reprimand.
 - b. Suspension from duties, or disciplinary reduction in class assignment, for a semester.
 - c. Termination.

4. The parties to this Agreement understand that cases of serious misconduct may warrant discipline or termination without a prior written warning.
- C. Employees who are discharged in a semester shall be notified of that decision by letter. The letter shall be sent by first class mail and by email to the WSU AccessID email account on record. The letter shall specify the reason(s) for discharge. The letter shall be sent as soon as practicable.

**Article XXII
DISCONTINUATION OF PROGRAMS**

- A. In the event of the discontinuation of an academic program, the Employer will provide one semester's advance public notice.
- B. Upon the request of an Employee affected by the discontinuation of a program, the Employee shall be added to any appropriate Part-Time Faculty pool(s), if the Employee has the qualifications required for employment in those pools. The request shall be filed with the unit head(s) responsible for those pools.

**Article XXIII
SPECIAL CONFERENCES**

A. Arrangement

Special conferences on issues of mutual interest to Employees and the Employer may be arranged between the Grievance Committee Chairperson and the Employer's designee. Such conferences shall not be construed as a replacement for, or circumvention of, the grievance procedure, but the grievance procedure shall be held in abeyance for the time required for the scheduling and occurrence of the special conference.

B. Scheduling

Arrangement for such conferences shall be made in advance by the submission of an agenda that reflects matters to be discussed. The meeting shall be scheduled within 10 business days of the submission of an agenda unless both parties agree to delay the meeting. Such conferences shall be between representatives of the Employer and a maximum of five representatives of the Union. More may attend by mutual agreement of the parties.

**Article XXIV
GRIEVANCE PROCEDURE AND ARBITRATION**

A. Definition

A grievance is a complaint, claim, or dispute concerning the interpretation, application or claimed violation of one or more terms or provisions of this Agreement.

B. Union-Employer Relationship

The University and the Union agree that they will use their best efforts to encourage the prompt settlement of grievances. The Union will provide the Employer with the name,

email address, and telephone number of the Chief Grievance Officer designated for that purpose and shall report any changes to the Employer within the third week of each semester. The Employer will provide the Union with the name, email address, and telephone number of the Associate Vice President for Academic Personnel or designee and will report any changes to the Union within the third week of each semester.

C. Representation

An individual Employee may present a grievance informally at Step One of the grievance procedure and have the grievance adjusted without participation of the Union if the adjustment is not inconsistent with the terms of this Agreement.

At other steps in the procedure, grievances shall be filed conjointly by an individual Employee and by an authorized Union representative or solely by the Union.

D. Union Grievance

In the event the Union wishes to submit a grievance on its own initiative on behalf of its membership, it shall reduce the grievance to writing and submit it to the Director or Head of the Unit.

E. Group Grievances

1. When more than one Employee has a grievance involving common fact(s) and provision(s) of the Agreement, at least one designated member of the group shall process the grievance with the Union on behalf of named and all similarly situated Employees.
2. Intra-departmental: If the aggrieved Employees in the group are within the same department or unit, the grievance shall be filed at Step One of the Grievance Procedure. (See Section F below.)
3. Multi-departmental: If the aggrieved Employees in the group are from more than one department or unit, the grievance shall be filed at Step Three of the Grievance Procedure (see Section F below). However, if the departments or unit are within the same college, the grievance shall be filed at Step Two of the Grievance Procedure with the Dean (see Section F below).

F. General Provisions

After Step One, all grievances, appeals and answers shall be sent via email and either first class mail or hand delivery.

Step One. An Employee or group of Employees shall meet to discuss the grievance with his or her immediate supervisor within 20 business days of having knowledge of the facts giving rise to the grievance. The Employee must specifically indicate that the meeting is a Step One attempt to resolve a grievance. In the event that the meeting cannot be scheduled because of the unavailability of the immediate supervisor, the grievance shall be advanced to Step Two. At the Employee's option, a Union Representative may be present at such a

discussion. If a Union representative is going to be present, an additional Employer representative may also be present. Any written communication between the Employee and supervisor documenting the date and time the meeting took place and referencing the meeting as a Step One meeting will be considered evidence of a Step One meeting. If the grievance is not resolved satisfactorily to the Employee or the Union within 10 business days of the meeting, the Union may appeal the grievance to Step Two.

Step Two. Grievances appealed to Step Two shall be reduced to writing within 20 business days of the Step One meeting and sent to the appropriate Department Chair or the Dean in the case of a non-departmentalized school or college or in the case of a multi-departmental grievance within the college, with a copy to the immediate Supervisor and the Associate Vice President for Academic Personnel. If the immediate Supervisor is the Department Chair, the written grievance shall be sent to the appropriate Dean. The written grievance must set forth the basis of the grievance with reasonable particularity, including a designation of the Article of the Agreement relied upon and the remedy requested. The Department Chair or Dean or the Dean's designee shall meet with the grievant and a Union representative within 10 business days of the receipt of the written grievance. The Department Chair or Dean or Dean's designee shall respond to the Union in writing within 10 business days after the meeting, with a copy to the Associate Vice President for Academic Personnel.

Step Three. If the grievance is not resolved satisfactorily to the Employee or the Union within 10 business days of the meeting, the Union may appeal the grievance to Step Three. A grievance not settled in Step Two may be appealed in writing to the Associate Vice President for Academic Personnel, within 10 business days of the Step Two denial. The Associate Vice President for Academic Personnel and representatives of the Department or College shall meet with representatives of the Union to discuss the grievance within 10 business days of the receipt of the written appeal. The Provost or designee will render a written decision within 15 business days of receipt of the appeal.

G. Arbitration

1. A grievance that is not resolved at Step Three may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the Associate Vice President for Academic Personnel within 15 business days following receipt by the Union of the Step Three answer. Such notice shall identify the grievance, set forth the provisions of the Agreement involved and the remedy desired.
2. Following the written notice to the Associate Vice President for Academic Personnel, the Employer and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five business days of the written notice, the Union, within the next 10 business days only, may request the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) to administer the process of selecting an arbitrator. The arbitrator shall not be an employee of the Employer or of the Union, nor be a member of the American Federation of Teachers (AFT).

3. Either the Employer or the Union or both shall notify the Arbitrator of selection and upon acceptance shall forward to the Arbitrator a copy of the grievance, the Employer's answer at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication (except the copy of the Agreement) shall be sent to either the Employer or the Union, as the case may be. If the Arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.
4. Upon receipt of this communication, the Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision.
5. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
6. Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator with the Employer and the Union having an opportunity to purchase their own copies. The party requesting the transcript shall bear the cost of the Arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
7. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
8. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.
9. The standard of evidence in misconduct cases shall be the civil standard of a preponderance of the evidence.
10. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
11. The fees and expenses of the Arbitrator shall be split between the Employer and the Union. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative.
12. The Arbitrator shall render the decision in writing within 30 calendar days following the hearing.
13. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employee involved.
14. The provisions of this Section do not prohibit the Employer and the Union from mutually

agreeing to expedite arbitration of a given grievance or grievances.

H. Time Limits on Appeals

1. Any grievance not appealed within the specified time limits shall be considered settled on the basis of the final answer and not subject to further review. However, this shall not prejudice the position of either party with respect to a grievance involving the same issue at that unit or any other unit of the Employer.
2. A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated for any reason other than the University's failure to meet a commitment, financial liability (if any) shall date only from the date of such reinstatement, provided that the reinstatement occurs within the specified time limits for appeal.
3. Where one or more grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice pending the disposition of an appeal to Step Three or arbitration of a representative case. In such an event, financial liability, if any, will not be affected except as set forth in other Articles of this Agreement.
4. The specified time limits at each step of the procedure may be extended by mutual written agreement of the parties involved at that step, except that the time limit for filing at Step One can only be extended by the Departmental Chair (or equivalent level of supervisor or designee) and a Union Representative to a period not to exceed 30 days. Further extension shall require the written concurrence of the provost or designee.
5. Whenever time limits are used in these Articles, an actual verified receipt, time-stamped email, or a postmark, if mailed, will control.

I. Post-Grievance Employer-Employee Relationship

Written grievance settlements by the Associate Vice President for Academic Personnel and by the Chief Grievance Officer of the Union are precedent setting unless expressly stated otherwise.

Article XXV

FULL-TIME FACULTY POSITIONS

- A.** Part-time faculty may apply for full-time tenure-track and non-tenure-track positions posted by the University.
- B.** Hiring units posting a full-time faculty position must notify part-time faculty in that course pool of the posting and encourage applications.
- C.** Part-time faculty who apply for a full-time position must follow the prescribed application procedures and will be considered in the same manner as all applicants for that position.

1. A qualified PTF 3, with at least 3 years as a PTF 3, who applies for a position as a Professor of Teaching (at any rank) in the Hiring Unit will be interviewed. If more than one such PTF 3 candidate applies, the Committee will interview the one considered to be the best candidate. The committee's determination who is a qualified candidate and who will be interviewed is not subject to the grievance procedure in Article XXIV.

D. The University retains the discretion to make the final hiring decision.

E. Part-time faculty who are interviewed for full-time positions will be notified in writing concerning the disposition of his or her application when a hiring decision is made.

Article XXVI LEAVE OF ABSENCE

Part-time Faculty 2 or higher may request an unpaid Leave of Absence for up to up to one (1) full academic year for any personal or professional reason with a maximum of two (2) semesters of leave in any five (5) year period. A letter requesting a Leave of Absence must be submitted, at least one (1) semester in advance (unless circumstances warrant otherwise), to the Employee's Department Chair or Unit Head. The Employee's Department Chair or Unit Head shall provide a written response to the request for an unpaid Leave of Absence.

During an approved Leave of Absence, the Employee's status will be frozen. Upon returning from a Leave of Absence, the Employee shall be offered employment as stipulated by Article XVI.K, Appointments and Reappointments.

Article XXVII 403(b) RETIREMENT PROGRAM

PTF may participate in the University 403(b) Retirement Program.

A. Any represented PTF employee is eligible to enroll.

B. An Employee may enroll at any time.

C. Once enrolled, an Employee may contribute up to the maximum permitted by law.

1. All options permitted by the University's contracts with TIAA and Fidelity will be open to participating PTF.

D. Beginning with the Fall Semester of 2023, the Employer will contribute four percent (4%) of salary to the retirement account of any participating employee contributing at least four percent (4%) of salary.

1. In Fall semester 2024, the Employer will contribute four percent (4%) of salary to the retirement account of any participating employee contributing at least four percent (4%) of salary.

2. In Fall semester 2025, the Employer will contribute five percent (5%) of salary to the retirement account of any participating employee contributing at least four percent (4%) of salary, unless the participation rate in the retirement plan exceeds 30% of eligible PTF at the end of Winter semester 2025. If the participation rate exceeds 30% the match will stay at 4%.

- E.** University contributions will be vested after 2 years of service. The Employee's accumulated university contributions and related earnings revert back to the university if the Employee terminates from WSU before they have 2 years of service.

Article XXVIII TUITION ASSISTANCE

A. Tuition Assistance Program

1. Definition

A tuition assistance program for eligible members of the Part-Time Faculty shall provide tuition assistance for three (3) credits per semester of teaching, up to no more than nine (9) credits a year. This program applied to tuition only; incidental fees that may be charged are to be borne by the Part-Time Faculty 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.

2. 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.

3. Enrollment

Part-Time Faculty members may enroll for credit courses in any School or College at Wayne State University for which they are eligible.

4. Eligibility

To be eligible for tuition assistance:

- a. The Part-Time Faculty member must have been appointed prior to the last day of open registration for the semester for which they plan to register. A Part-Time Faculty member will be considered eligible to take part in the tuition assistance program in any semester that the Part-Time Faculty member teaches at least three (3) credits.

- b. College admission requirements must be met.

- c. Part-Time Faculty members shall submit the Total Rewards Tuition Application Portal by the end of the semester for which the Part-Time Faculty member is applying for assistance.
5. Forfeit of Benefit

The Part-Time Faculty member will forfeit the tuition assistance benefit and must make prompt reimbursement of the full amount of tuition assistance to the University if any of the following individual conditions are met:

 - a. A passing grade or mark is not achieved.
 - i. For the purpose of establishing eligibility for the 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 their designee. One-year extensions for the completion of "Deferral" (Y) marks for thesis or dissertation credit shall be granted by the President or their 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. The Part-Time Faculty member does not remain on the active payroll for the entire term in which they make application for the tuition assistance.
6. Collection of Forfeited Assistance Amounts

If a Part-Time Faculty 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.

B. Tuition Reduction for Spouses and Children

1. In any semester that an eligible member of the bargaining unit teaches at least two (2) credits, or .12 FTE, the employee will earn a 50% tuition reduction benefit that can be applied, if a spouse, Other Eligible Person, and/or dependent of the member is attending WSU in that semester. This benefit will be applied to the cost of full-time enrollment or, if the individual is enrolled less than full-time, on the number of credits for which they are enrolled. This benefit does not carry over, so it must be used in the semester

that the unit member teaches. Members who complete and submit the documentation shall have a dependent's tuition bill reduced by 50%; those who complete it after the deadline shall be reimbursed. This program applies to tuition only; incidental fees that may be charged are to be borne by the Part-Time Faculty member.

2. The tuition reductions described in B.1 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.
3. If a bargaining-unit member is disabled or dies while actively teaching at Wayne State University, their children younger than twenty-six (26) years of age are eligible for tuition reduction benefits for the remainder of the current semester. 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.
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 Total Rewards by using the Tuition Application Schedule.

Article XXIX
VOLUNTARY DENTAL AND VISION INSURANCE

- A. Any represented Part-time Employee, who has a reasonable expectation of employment in both the Fall and Winter semesters will be eligible to enroll in the voluntary Dental and/or Vision insurance program. The PTF and their eligible dependents must enroll for a minimum of 12 months subject to carrier requirements. The eligible Employee will pay 100% of the premium with pre-tax dollars. The University will deduct the monthly premiums from the Employee's salary and shall forward them to the insurance carrier.
- B. All participants will pay the annual premium in 14 bi-weekly installments.
- C. Part-time Faculty Letters of Offer will include language mentioning the availability of this program.

Article XXX
SCOPE OF AGREEMENT

- A. This Agreement represents the entire agreement between the Employer and the Union. This Agreement supersedes and cancels all previous agreements prior to the date of ratification, oral or written, or based on an alleged past Employer practice either established by the Employer or between the Employer, the Union, or Employees and constitutes the entire

agreement between the parties. Any agreement(s) that supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

- B.** No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms or conditions contained herein shall be binding upon the parties hereto unless made and executed in writing between the Employer and the Union.
- C.** The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, or omitted hereby, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D.** Any agreement reached between the Employer and the Union is binding upon all Employees in the bargaining unit who are affected by such agreement and may not be changed by any individual Employee.
- E.** Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Union shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

Article XXXI DURATION

This Agreement shall remain in full force and effect from a period beginning 30 days after notice of its ratification is provided to Wayne State University for a period of three years, either party shall, on or before the 90th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change this Agreement. Such notice shall have the effect of terminating this entire agreement pertaining to the expiration date unless a continuance is agreed upon in writing, and of opening all aspects of this Agreement to renegotiation, unless a limitation is agreed upon in writing. Such written notice shall be sent by registered, or certified mail, or electronic notification (if mutually agreed) to the other party. The

notice to the Employer shall be to the Associate Vice President for Academic Personnel. The notice to the Union shall be to the Union President.

Article XXXII
PRINTING AND DISTRIBUTION OF THE AGREEMENT

- A.** The Employer shall be responsible for the printing and distribution of this Agreement.
 - 1. The Union will receive 300 copies.
 - 2. The Union and Employer agree to share costs for the printing of additional paper copies, when mutually agreed upon by the parties.

- B.** The Employer agrees:
 - 1. To distribute copies of the Agreement to all Employees electronically.
 - 2. To make available a copy of this Agreement on the University web site.
 - 3. To provide a link to the UPTF web page on the University web site.

Article XXXIII
UPTF OFFICER PAY

Each year of the collective bargaining agreement, the University will provide for 2 credits of UPTF officer pay in Fall and Winter semesters for the Union President and Vice President, or another officer identified by the UPTF Union Council, not to exceed 2 officers so compensated. Each PTF receiving officer pay shall not exceed eight total credit hours of compensation per semester between their course assignment and officer pay. These individuals will be paid \$5,000 per semester (\$2500 per credit hour). The rate of pay will not alter their current salary step for any other employment within the University.

- A.** As part of the duties for receiving this pay the Union officers will conduct audits of the Fall course pool report and generate any changes to the Fall course pool report for the Winter and Spring/Summer semester.
 - 1. Details regarding the audit of the Course Pool Seniority List will be addressed in a Letter of Agreement.

- B.** The UPTF Union Council may assign additional duties to compensated officers, but the University may not.

The UPTF Union Council will notify the University in writing in July and November of each year as to which individuals will receive officer pay. Individuals receiving officer pay will have the funds added to their biweekly compensation. In a semester where an officer is not teaching (due to course cancellation, reassignment, or other reasons), they will continue to receive officer pay according to the regular part-time faculty pay calendar for the semester.

Article XXXIV
NEW HIRE ORIENTATION

- A.** The Employer will hold an optional orientation for newly hired PTF at the start of Fall, Winter, and Spring/Summer semesters. This orientation is optional and will not be reimbursed for and will not count towards the meeting total mentioned in Article XX. The orientation will cover the policies and procedures that all instructional faculty at Wayne State need to know, as well as policies specific to PTF. The Employer will consult with the Union regarding the organization of the orientation, however, the modality, topics covered, and scope of the orientation is ultimately decided on by the Employer.
- B.** Upon the Union's request, the Union will be afforded at least 30 minutes to speak and distribute information pertinent to Union Business at this orientation if any portions are in person. If the orientation is done virtually the Union can submit materials to the Employer that will be distributed. If any parts of the orientation are done in person, the Employer will also provide space for the Union at the location of orientation during registration.

Appendix A
EXCERPT FROM THE WSU UNDERGRADUATE BULLETIN

Obligations of Faculty and Students to the Instructional Process

Since education is a cooperative effort between teacher and student, both parties must fulfill obligations if the integrity and efficacy of the instructional process are to be preserved.

Responsibilities of Faculty Members

1. To contribute to and remain abreast of the latest developments in their fields;
2. To continually pursue teaching excellence;
3. To treat all students with respect and fairness without regard to ancestry, race, religion, political belief, country of origin, sex, sexual preference, age, marital status, or handicap;
4. To encourage differing viewpoints and demonstrate integrity in evaluating their merit;
5. To attend regularly and punctually, adhere to the scheduled class and final examination times, and arrange for notification of absence and coverage of classes;
6. To establish and maintain appropriate office hours;
7. To present, early in the semester, the following course information:
 - a) course objectives and general outline;
 - b) classroom procedures to be followed, expectations concerning class attendance, and proposed dates of major evaluations (including examinations, papers, and other projects);
 - c) grading policy;
 - d) where appropriate, a schedule of class-related activities, including class meetings and laboratory sessions;
 - e) lists of texts and/or other materials needed for the course;
 - f) late enrollment, withdrawal, and other special policies.
8. To provide and adhere, within reasonable limits, to the written syllabus of the course;
9. To know course matter thoroughly and prepare and present the material conscientiously;
10. To be informed of University services and recommend their use to students when advisable;

11. To follow these policies concerning written work and grades:
 - a) grade and return written work promptly;
 - b) submit final grades by the scheduled time;
 - c) retain written materials not returned within the semester (e.g., final examinations, major term papers) for one academic semester in accordance with unit policy and allow students to examine such materials;
12. To implement unit procedures for student evaluation of faculty teaching, with attention to preserving student anonymity;
13. To behave appropriately in dealing with students so as to maintain a scholarly atmosphere.

Appendix B
CLOCK HOUR TO CREDIT HOUR EQUIVALENCIES

Direct Student Contact Hours per Week	Equivalent Credit Hours of Instruction	FTE
1	0.5	0.0306
2-3	1	0.06125
4-6	2	0.1225
7-9	3	0.18375
10-12	4	0.245
13-15	5	0.30625
16-18	6	0.3675
19-21	7	0.42875
22-24	8	0.49

**AGREEMENT ON MORTUARY SCIENCE PROGRAM CLINICAL VISITS
BETWEEN THE UPTF
AND WAYNE STATE UNIVERSITY**

Part-time Faculty (PTF) in the Mortuary Science Program who are called upon to visit a clinical site to observe and certify the competence in embalming of Mortuary Students will be paid \$250.00 per single observation. It is further agreed, that if the clinical site is more than twenty miles from Wayne State Main Campus, or forty (40) miles round trip, mileage will be paid to the observer at normal IRS reimbursement rates for any mileage above 40 miles. Finally, it is agreed that PTF observers are under no contractual obligation to make themselves available for these observations and cannot be disciplined for being unavailable.

For the Administration

For the Union

Boris Baltes 4/16/19

Boris Baltes Date
Associate Provost for Academic Personnel

Thomas Anderson 4/16/19

Thomas Anderson Date
Union of Part-time Faculty

**ADDENDUM TO 2015 LETTER OF AGREEMENT BETWEEN THE UPTF
AND WAYNE STATE UNIVERSITY**

Article XV.D.8 of the 2016-2020 Collective Bargaining Agreement between the Union of Part-time Faculty, AFT Local 477, and Wayne State University specifies that all IAs in a unit may be treated as within the same pool for "purposes of evaluation and promotion"; Article XVI.A.6 of the same Agreement states that a PTF who hasn't taught in a course pool for three academic years will be removed from it.

To clarify: Biology IAs are all considered to be in the same pool for purposes of evaluation and assignment. To retain the contractual right to be assigned to a specific lab, an IA needs to have taught that specific lab within the last three years. Otherwise the IA no longer has the right to be assigned to that specific lab. This will not, however, preclude the Department from asking the affected IA to teach that specific lab in the future. In that event, the affected IA would be qualified to be assigned to that specific lab for an additional three years with assignment rights consistent with the IA's current ptf status.

For the Administration

For the Union

Boris Baltes 3/18/19

Thomas Anderson 3/18/19

Boris Baltes Date
Associate Provost for Academic Personnel

Thomas Anderson Date
Union of Part-time Faculty

LETTER OF AGREEMENT

COURSE POOL SENIORITY LIST AUDIT

The Union of Part-Time Faculty agrees to take over the duties of auditing the annual Course Pool Seniority List provided by the University. In order for that process to be successful, the University and the Union agree to the following terms:

- A. The University agrees to provide an accurate Course Pool Seniority List for Fall 2023.
- B. The University agrees to work with the Union to determine what systems the Union will need to access to verify courses taught by members of the Bargaining Unit and to provide that access.
 - 1. If the systems mentioned above require training to be used efficiently, that training will be provided by the University.
- C. In addition to the lists already generated for the Union, the University also agrees to provide a list of courses canceled by one week after the course census date for the semester.
- D. The University also agrees to provide the Union with an email address, such as UnionofPartTimeFaculty@wayne.edu, for communication with the Bargaining Unit.
- E. The Provost's Office will continue to collect the Course Pool Seniority List generated across the University and share that List with the Union each Fall.
- F. Upon receipt of the Course Pool Seniority List, the Union may audit the List for accuracy in tracking the number of semesters earned by PTF toward promotion and seniority.
 - 1. The Union Council may delegate the responsibility for auditing the list to a committee composed of Members and/or staff.
- G. Should the Union discover errors, the Union will communicate those errors to the respective Dean's office and to the Provost's Office. The Dean and/or Associate Provost for Faculty Affairs will verify the accuracy of the information provided by the Union and update the List within 30 days of notification. Errors that are verified will be updated in the Provost's office course pool report once a semester.

LETTER OF AGREEMENT

2N COMMITTEE TO RECOMMEND JOB TITLES FOR PTF

When the Union of Part-Time Faculty reached their first collective bargaining agreement with Wayne State University, the two parties did not address the job titles of individuals within the Union of Part-Time Faculty bargaining unit. Job titles were grandfathered in from before the existence of the union. Current titles include “Instructional Assistant,” “Applied Music,” and “PT UPTF,” among others.

Beginning one month after the current Collective Bargaining Agreement is ratified, the UPTF and the University will meet in a 2N Committee. The Committee will be charged with recommending job titles reflective of the work performed by the members of the bargaining unit. The Committee will be formed of three (3) members from the Union and three (3) members from the University. The 2N Committee will deliver its recommendation regarding job titles before end of the Fall 2023 semester. The recommendations of the committee shall be reviewed jointly by the UPTF and the Provost to reach mutually agreeable job titles. Any resulting adjustments to the naming of the bargaining-unit members may result in a further Letter of Agreement (LOA) between the UPTF and the University.

SIGNATORIES TO AGREEMENT

Negotiating Committee



Boris Baltes
Senior Associate Provost for Faculty Affairs
Associate Vice President for Academic Personnel



Charlene Brain

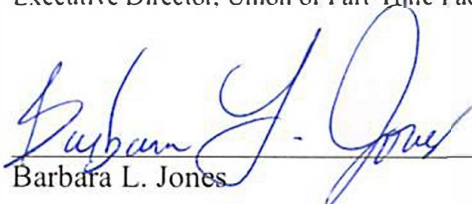


Charles Manke

Negotiating Committee



Nancy Welter
Lead Negotiator
Executive Director, Union of Part-Time Faculty




Barbara L. Jones



Jack Mazzara



Mary Paquette-Abt



Karin Tarpenning



Mark Wenzel

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