

AGREEMENT
between
WAYNE STATE UNIVERSITY
and the
WAYNE ACADEMIC UNION
AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS – AMERICAN FEDERATION OF
TEACHERS, LOCAL 6075, WAYNE STATE
UNIVERSITY CHAPTER

AUGUST 26, 2024 – JUNE 30, 2027

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[To be inserted]

Preamble

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties, Wayne State University Chapter of the American Association of University Professors-American Federation of Teachers, Local 6075 (hereinafter "Association") and Wayne State University, hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

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

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

Furthermore, the Association and Wayne State University recognize and incorporate by reference in this Agreement the principles of academic freedom as adopted by the University's Board of Governors Statute 2.42.01 on November 15, 1961. Both parties further recognize the principles of academic freedom based on the American Association of University Professors (AAUP) 1940 Statement of Principles and Interpretive Comments on Academic Freedom and Tenure. This relates only to the portion of the 1940 Statement that relates to academic freedom.

Article I Recognition and Description of Unit

A. Collective-Bargaining Agent

Wayne State University recognizes the Association as the sole collective-bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for Wayne State University faculty and academic staff within the bargaining unit.

B. Represented Employees

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

1. All teaching faculty employed at one-half fractional time or more as instructor, assistant professor, associate professor, professor, faculty (teaching), faculty (clinical), faculty (research), and faculty with the title "visiting" who do not have a continuing primary affiliation with a university or college other than Wayne State University and are hired by Wayne State for at least one (1) year;
2. All academic staff employed at one-half time or more in the following non-supervisory classifications and sub classifications thereof: academic advisor, academic services officer, athletic coach and athletic trainer except those in Division I sports or in sports designated by the University to become Division I within two (2) years after notice to AAUP-AFT, extension program coordinator, financial aid officer, health physicist, archivist, librarian, university counselor assistant, university counselor, and academic staff (renewal contract);
3. Any adjunct faculty whose workload is increased to 0.5 FTE shall be appointed for each semester of appointment at 0.5 FTE as a faculty (teaching), with all wages and benefits under the AAUP-AFT contract provided to them. These exceptional contracts will be terminal in nature with no presumption of renewal and/or require a non-renewal notice. Such an appointment shall result in an increase in salary no less than the equivalent of an additional course assignment under the WSU/UPTF Agreement or the base wage of an Assistant Professor (Teaching), whichever is more. Exceptions will be considered in discussion between the University and the Association, in particular when such an appointment is for less than a full semester.

C. Excluded Employees

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

1. President, provost, senior vice president, chief of staff, vice president, deputy provost, associate provost, or other executive officers of the University;

2. Dean, deputy dean, vice dean, associate dean, or assistant dean;
3. Department chair or associate department chair in the Schools/Colleges of Liberal Arts and Sciences; Fine, Performing, and Communication Arts; Engineering; Medicine; Mike Ilitch School of Business; and Eugene Applebaum College of Pharmacy and Health Sciences.
4. University Admissions Officer and Registrar;
5. Director, associate director, or assistant director having supervisory responsibilities with respect to members of the bargaining unit;
6. Adjunct faculty*, clinical faculty*, full-time affiliated faculty*, or visiting faculty as defined in Section B.1. (if visiting for less than one [1] year);
7. Research assistant, research associate, or research scientist;
8. Former University president, unless that individual, within six (6) months of leaving the office of president, has filed with the Association and the University Administration a written election to be included within the bargaining unit;
9. All other University employees having supervisory responsibilities with respect to members of the bargaining unit.

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

*Non-salaried classifications

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

Article II Personnel Classification

A. Information on Classification

The Association shall be provided information within thirty (30) days of the start of the fall, winter and spring semesters on the current

classification of persons in the bargaining unit. The Association shall also be provided, within thirty (30) days of the start of the fall, winter and spring semesters, a list of the persons in the following excluded classifications who are on the active payroll at that time:

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

The Administration shall provide the Association in an effective manner, on or before the fifteenth (15th) of each month, with information limited to individuals who were added to or deleted from the bargaining unit during the previous month. The Association shall be electronically copied, within five (5) days of issuance, on all notices of non-renewal issued to bargaining-unit members.

Article III Administration Rights

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

Article IV Association Rights

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

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

Article V Association Privileges

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing physical bulletin boards (cork boards) and access to the following web-based electronic communication systems: the *Office 365 Productivity Suite*, *Academica*, *Zoom* and *Canvas*. In the case that the University chooses to replace, or supplement, these with other platforms with similar functionality, the Association accounts will be migrated or added to these new platforms. All communication through University platforms is subject to University policies on Appropriate Use.

The Association shall be provided with a link to an *Academica* stream titled "AAUP-AFT" under the "Organizations" tab in *Academica*, populated by Association bargaining-unit members. The University will establish a *Canvas* course that the Union may use to communicate with its members, subject to the University policies on Appropriate Use.

2. The Association shall be afforded the privilege of scheduling periodic meetings on campus, providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed for campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

7. The Association shall be granted an e-mail account for which charges will be assessed at the standard rate for external users. The e-mail account will be used only for communication with members of the bargaining unit and such other users as the University may authorize in writing. The Association shall exercise due diligence in protecting the privacy rights of all individuals. Those regulations established from time to time by the University for the use of e-mail by other users shall also apply to the Association.
8. The University shall make available for lease to the Association appropriate space in a University building.

B. Information and Data

1. The University agrees to furnish to the Association, in response to reasonable requests from time to time, available information necessary for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall promptly receive appropriate memoranda involving contract-implementation policy and procedures having University-wide application.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable. The Association will exercise due diligence in protecting the privacy rights of individuals.
3. The Association shall have access to all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings as published on the BoG website.
4. The University agrees to furnish the Association:
 - a. The University will furnish the standard STC 016: Class Schedule Roll report to the Union no later than the first day of classes and census day of the Fall, Winter, and Spring/Summer semesters. 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.

- b. The University will provide to the Union on October 15th, February 21st, June 5th and July 10th a complete list of all of the courses taught by the AAUP-AFT bargaining unit, the number of credit hours for each course, and the student enrollment in each.
5. There shall be an Association representative on any University Parking Committee.
6. There shall be an Association representative on the President's Diversity Equity and Inclusion (DEI) Council.
7. Upon request, the University shall provide the Association its reasons for appointing any person to the faculty (teaching), or renewal contract classifications.

C. Telephones

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

D. Parking

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

E. Printing of Agreement

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

F. Released Time

The University will provide for released time for the Association President, the Grievance Coordinators, the Contract-Implementation Officers, and the Chief Negotiator. If the Grievance Coordinators and the Contract-Implementation Officers are members of the faculty, they will be given a one (1)-course reduction in their teaching duties per term; and if they are members of the academic staff, they will be released from their regular University duties for a period not to exceed two hundred (200) hours per term. If the Association President is a member of the faculty, they will be released from fifty percent (50%) of the standard teaching load in the unit to which they are assigned; and if they are a member of the academic staff, they shall receive fifty percent (50%) released time from their regular University duties.

If the Chief Negotiator is a member of the faculty, they will be given a one (1)-course reduction from normal teaching load for one (1) term that can be taken during, immediately prior to, or immediately following the negotiations; and if they are a member of the academic staff, they will be released from regular University duties for a period not to exceed two hundred (200) hours during the negotiations. In order to allow the units to make suitable arrangements, the Association will notify the University as soon as possible but at least ninety (90) days prior to the date of the commencement of the released time.

G. Association Staff Medical Insurance

Eight (8) employees of the Association shall be eligible to participate in the medical insurance program of the University (including eligibility to the Retirees' Program of Medical Insurance) without University subsidy.

Article VI

Dues and Voluntary Fair-Share Agency Fees

A. Association Dues and Voluntary Fair-Share Agency Fees

Bargaining-unit members may become members of the Association or agree to tender to the Association a voluntary fair-share agency fee.

Association membership, or status as a voluntary fair-share agency-fee payer, shall be established by filing a signed payroll deduction authorization with the University. Such authorization form will be provided by the Association through the University at the time an offer of appointment is tendered. All authorizations shall remain in effect during the lifetime of this Agreement and any successor Agreements,

unless the bargaining-unit member submits a signed request to the Association and the University to modify their status.

B. Authorization for Payroll Deduction for Association Dues and Voluntary Fair-Share Fees

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

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

Forms for the Authorization for Payroll Deduction of Association Dues and Voluntary Fair-Share Fees shall only be submitted to the Office of the Association. If an employee incorrectly submits a form directly to the University the employee in question will be told to submit it directly to the Office of the Association.

C. Payment to the Association

The University will furnish the Office of the Association, no later than the tenth (10th) of each month, a listing of all dues and voluntary fair-share fees deducted for the previous month from members of the bargaining unit. A check for all dues and voluntary fair-share fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues and voluntary fair-share fees deductions under all properly executed Authorization for Payroll Deduction of Association Dues and Voluntary Fair-Share Fees forms for each member of the bargaining unit, as submitted to the University by the Treasurer or Office of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the

bylaws of the Association. The deductions shall begin following the receipt by the University of the authorization forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or voluntary fair-share fees deductions made from University wages.

F. Indemnification by Association

The Association shall indemnify and hold the University and its Governors, officers and employees harmless from all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by the University for the purpose of complying with this Article.

G. Refund Claims

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

H. Disputes or Delays Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining-unit member properly executed or revoked an Authorization for Payroll Deduction of Association Dues and Voluntary Fair-Share Fees form shall be reviewed with the individual, an Association-appointed representative, and the University. In cases where payroll deductions have not begun within thirty (30) days of the University receiving a payroll deduction form submitted to WSU by the association, or when corrections have not been rectified within thirty (30) days of receipt of notification from the Association, the Senior Vice Provost for Faculty Affairs and Academic Personnel will intervene to expeditiously rectify the delay in coordination with the appropriate administration leadership in the Human Resources division (e.g., Payroll Department) as may be necessary.

I. Payroll Deduction Authorization Form



Wayne Academic Union

6075

AAUP-AFT

AUTHORIZATION FOR PAYROLL DEDUCTION OF DUES

All WSU faculty and academic staff are part of the WAU bargaining unit as it is defined in the contract, and the union engages in collective bargaining on their behalf. Only union members, however, can participate in the union, vote in union elections, and vote to ratify or reject our contracts. Some faculty and academic staff who are part of the bargaining unit choose not to become union members, but voluntarily contribute (80% of member dues) to pay their "fair share" of the costs related to collective bargaining. Fair-share contributors are not union members and do not have voting rights.

SELECT ONE

I elect to become a:

Union Member

Fair-share Contributor

This will authorize Wayne State University to withhold from my gross, regular, bi-weekly earnings (including WSU summer earnings) either union membership dues, or voluntary fair-share agency fees, as indicated above, in the amount determined by AAUP-AFT 6075 (also known as Wayne Academic Union, or "WAU"). I direct WSU to periodically forward monies withheld to WAU, according to my selection.

Last Name

First Name

Banner ID

Home Address

City, State, Zip

Email Address (non-WSU)

Phone (non-WSU)

Job Title

Department

School/College

Signature

Date

If you do not return this form, no payroll deductions will take place.

Return this form to:

Wayne Academic Union
5057 Woodward Avenue
Suite 3301
Detroit, MI 48202

Complete this form online:

waunion.org



Article VII Past Policies

A. Continuation of Past Policies

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

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

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

B. Grievance of Changes

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

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

C. Notice of Action to Delete

If the Administration wishes to delete any of the statutes contained in this Article or referred to in a Letter of Agreement, the Administration must notify the Association at least sixty (60) days in advance of presentation to the Board of Governors. If the Association objects to the deletion, the statute must remain intact.

Article VIII
Nondiscrimination and Office of Equal Opportunity
(OEO) Processes

A. Nondiscrimination

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

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

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

B. Office of Equal Opportunity (OEO) Processes

1. Requests for ADA Accommodation

Requests for reasonable accommodation will be initiated by completion of the Request for Reasonable Accommodation of Disability Form currently posted on the OEO website. The Association will be informed if the form is changed in any substantive way. If a bargaining-unit member provides insufficient documentation in response to the OEO's initial request on the form, the OEO will explain why the documentation is insufficient and allow the bargaining-unit member an opportunity to provide the missing information in a timely manner. If the bargaining-unit member does not provide the missing information in a timely manner, the bargaining-unit member will be asked to sign a waiver to provide medical records pertaining to the disability from the medical provider indicated by the bargaining-unit member making the request. Upon written request made by the affected bargaining-unit member, the member will be provided with copies

of all medical records received by the University within five (5) business days of the written determination being made as to the request for accommodation.

2. Notice and Reporting of OEO Investigations and Dispositions

The University's initial inquiry related to University Policy 05-03 shall be conducted within sixty (60) days. If the initial inquiry is not completed within sixty (60) days, the OEO shall notify the parties of the approximate date on which an inquiry decision will be made. Bargaining-unit members who are asked to respond to any investigation by OEO shall be given a written notice of the topic of the discussion at least seven (7) days prior to appearing for an interview in the OEO.

Article IX No Strike/No Lockout

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

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

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

Article X Layoff and Recall Procedures

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

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

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

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

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

A member of the bargaining unit about to be placed on layoff status shall be given preference in filling other vacant positions in the bargaining unit in the University for which they are qualified.

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

If the most senior bargaining-unit member on layoff notice refuses these rights in writing, these rights will then be given to the next most senior bargaining-unit member in the unit on layoff notice. This procedure will be repeated until these rights have been offered to the most junior member

on layoff status. Those who are laid off by such arrangements shall retain all rights under this Article.

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

A. Faculty Layoffs

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

B. Academic-Staff Layoffs

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

C. Notice

Notice of layoff shall occur as follows:

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

The severance pay will be equal to the salary the bargaining-unit member would have received from date of resignation to the effective date of layoff, calculated at the bargaining-unit member's salary rate at the time of resignation. The maximum severance pay is equal to one and one-half (1-1/2) years' salary (nine [9]-month or twelve [12]-month base, as appropriate).

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

Recall rights under this provision are forfeited.

D. Continuation of Insurance upon Layoff

1. A laid-off bargaining-unit member who has six (6) months or more of service shall be eligible to continue currently elected group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining-unit members for one hundred and eighty (180) days beyond the end of the month in which the bargaining-unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere. Medical and dental coverage may be elected in accordance with federal law.
2. In order to qualify for the coverage described in Section D.1, the laid-off bargaining-unit member shall request desired insurance coverage (in writing) not later than thirty-one (31) days after the end of the month in which they are laid off. Such bargaining-unit members shall be invoiced monthly for their share of the premium.

3. A bargaining-unit member holding tenure or employment security status who is issued a layoff notice and whose age is fifty-five (55) or greater at the time of layoff may elect retirement. In such cases the Voluntary Early Retirement provision (Article XII, Sections I and D.7) remains unchanged except for the age eligibility requirement, the declaration-date requirement and, for faculty, the half-time work requirement.

Recall rights under this provision shall be forfeited.

E. Recall

Recall shall be in the following order:

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

Article XI Participation in Association Activities

Since the American Association of University Professors has historically been a professional organization, professional participation in Association activities shall be credited as University service in the same manner that other professional service is credited.

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

Article XII Compensation

A. General Compensation Provisions

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

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

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

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

No deduction for such overpayment shall exceed fifteen percent (15%) of the gross wages earned, only the amount deducted that equals or is less than fifteen percent (15%) of the bargaining-unit member's gross wages may be deducted without a written consent. Deductions under this provision shall only be made after all legally authorized deductions, deductions authorized by this Agreement, or employee authorized deductions (e.g., tax withholdings, garnishments, child support deductions, Union dues or other authorized Collective

Bargaining Agreement deductions and any specific employee authorized deduction or allocation – such as charitable contribution, payment of a medical insurance premium, deductions for a savings plan, payment or deposit of funds in a credit union or an employee purchase). No deduction shall be imposed that results in a deduction of gross wages paid below the greater of the state or federal minimum wage rate.

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

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

B. Salary Administration Provisions

1. Promotional Groups for Faculty

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

Group I	Assistant Professor
Group II	Associate Professor
Group III	Professor

2. Faculty Salary Provisions

The salary schedules, applicable to all Schools, Colleges, and divisions of the University for the instructional ranks for nine (9)-month and twelve (12)-month appointees, are given in table 12.1.

As reflected in table 12.1 below, the minimum salaries listed for 2024-2027 have been increased each year by the percentage increase represented by the average of the Across-the-Board (ATB) raises for the given Academic Year.

3. Academic-Staff Salary Provisions

For members of the academic staff, the salary grades set forth below are established in regard to the minima in table 12.2

(appointment after August 1, 1992, at salary grade 3 or higher, requires a master's degree or higher).

As reflected in table 12.2 below, the minimum salaries listed for 2024- 2027 for 12-month academic staff have been increased each year by the percentage increase represented by the average of the Across-the-Board (ATB) raises for the given Academic Year.

The salary minima for nine (9)-month academic staff shall be five-sixths (5/6) of the corresponding twelve (12)-month minima.

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

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

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

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

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

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

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

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

Health Physicist I (2), II (4)

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

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

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

Table 12.1 Faculty Salary Minima

Academic Year 2024 – 25

	<u>9-month</u>	<u>12-month</u>
Instructor –	\$43,599.06	\$52,205.14
Assistant Professor –	\$48,374.86	\$57,941.81
Associate Professor –	\$54,136.73	\$64,852.97
Professor –	\$66,472.30	\$79,662.45

Academic Year 2025 – 26

	<u>9-month</u>	<u>12-month</u>
Instructor –	\$45,125.03	\$54,032.32
Assistant Professor -	\$50,067.98	\$59,969.77
Associate Professor -	\$56,031.52	\$67,122.82
Professor –	\$68,798.83	\$82,450.64

Academic Year 2026 – 27

	<u>9-month</u>	<u>12-month</u>
Instructor –	\$46,433.66	\$55,599.26
Assistant Professor -	\$51,519.95	\$61,708.89
Associate Professor -	\$57,656.43	\$69,069.38
Professor –	\$70,794.00	\$84,841.71

Table 12.2 Academic Staff Salary Minima

Academic Year 2024 – 25

	<u>9-month</u>	<u>12-month</u>
Grade 1 –	\$40,693.48	\$48,831.74
Grade 2 –	\$44,506.23	\$53,407.04
Grade 3 –	\$48,675.06	\$58,409.64
Grade 4 –	\$53,621.79	\$64,345.70
Grade 5 –	\$59,343.10	\$71,211.95

Academic Year 2025 – 26

	<u>9-month</u>	<u>12-month</u>
Grade 1 –	\$42,117.75	\$50,540.85
Grade 2 –	\$46,063.95	\$55,276.29
Grade 3 –	\$50,378.69	\$60,451.98
Grade 4 –	\$55,498.55	\$66,597.80
Grade 5 –	\$61,420.11	\$73,704.37

Academic Year 2026 – 27

	<u>9-month</u>	<u>12-month</u>
Grade 1 –	\$43,339.16	\$52,006.53
Grade 2 –	\$47,399.80	\$56,879.30
Grade 3 –	\$51,839.67	\$62,205.09
Grade 4 –	\$57,108.01	\$68,529.14
Grade 5 –	\$63,201.29	\$75,841.80

4. Salary Committees

a. Faculty

In each department in departmentalized Schools/Colleges and in each of the non-departmentalized Schools/Colleges; and the Division of Research, there shall be a faculty salary committee.

Other than the committee chair, only faculty in the bargaining unit may serve on the faculty salary committee. All members of the faculty salary committee shall be elected by the unit faculty eligible to serve on the committee. The faculty salary committees shall consist of not fewer than three (3) tenured members of the Tenure and Promotion Committee of that unit elected by its faculty. The committee may include other faculty in the unit elected by its faculty. A majority of the committee membership shall consist of tenured faculty. In units with three (3) or more non-tenure-track faculty, at least one (1) additional member of the salary committee must hold a non-tenure-track appointment. In units with only one (1) or two (2) faculty holding tenure, non-tenured faculty may be elected to constitute a committee of three (3). In units with no tenured faculty, department faculty will elect the committee from all faculty. The chair or administrator of equal function or dean/director or their designee shall chair the salary committee with vote.

The Dept/unit committee will consider and make recommendations for equity when appropriate.

b. Academic Staff

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

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

The Dept/unit committee will consider and make recommendations for equity when appropriate.

c. School/College

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

5. Salary Data

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

6. Recommended Salaries for New Bargaining-Unit Members

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

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

C. Salary Adjustments for the Duration of This Contract (August 26, 2024 – June 30, 2027)

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

1. Promotional Salary Adjustments

Each faculty member who is promoted to a higher rank shall receive an adjustment in salary rate of two thousand two hundred fifty dollars (\$2,250), six thousand five hundred dollars (\$6,500), and ten thousand dollars (\$10,000) for promotion to Group I, II, or III, respectively, effective the date of promotion.

Each member of the academic staff who is promoted to a higher grade shall receive an adjustment in salary rate. From Grades 2 to 3 and 3 to 4 that adjustment is six percent (6%). For Grade 4 to

5 the adjustment is seven percent (7%) or to the minimum of the new salary grade, whichever is higher.

2. Lump-Sum Payments

Within thirty (60) days of ratification of this Agreement by both parties, the University shall make lump sum payments (not to be added to base salary) equivalent to 1000 dollars for those bargaining unit members making less than 100,000 dollars. For those bargaining unit members making 100,000 dollars or more it will be 1% of their salary. Bargaining-unit members with less than a full-time appointment shall receive a pro-rated payment proportionate to the percentage of their appointment.

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

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

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

4. Salary Adjustment Table

Academic Year		24-25	25-26	26-27
<\$70K	-	7.0%	5.0%	4.0%
>\$70-\$100K	-	6.0%	4.0%	3.5%
>\$100-\$130K	-	5.0%	3.5%	3.0%
>\$130-\$220K	-	4.0%	3.0%	2.5%
>\$220K	-	3.5%	2.5%	2.0%

5. Childcare

A pool of two hundred thousand dollars (\$200,000) shall be established each year of this Agreement to reimburse bargaining-unit members for childcare expenses incurred in licensed day care providers. Guidelines established by mutual agreement of the Association and the University shall control the reimbursement process.

6. Grievances and Appeals

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

D. Medical Insurance

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

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

The four (4) HMO/PPOs used in this provision for calculations are Community Blue, Health Alliance Plan, Blue Care Network, and Priority Health.

3. New members of the bargaining unit should choose one (1) of these programs at the time of employment. Employee and Dependent(s) may be enrolled at the University group rates within forty five days (45) days of the Employee hire date.
4. All medical insurance will become effective on the first (1st) day of the month coinciding with or next following the date of employment.
5. All bargaining-unit members who qualify for retirement and retire from Wayne State University are eligible for coverage under the

retiree plans available to members of the bargaining unit. Retirees shall be responsible for paying the full premium for coverage.

6. Academic staff who elect the Voluntary Early Retirement Program described in Article XII.I shall be eligible to participate for three (3) years in one (1) of the University medical insurance programs with the same subsidy provided to active employees, unless they have entered into other employment with an employer who offers a subsidized medical insurance program. The University medical insurance program will remain the primary plan until the individual reaches the age of Medicare eligibility at which time the University medical insurance program will be secondary to Medicare. At that time, the individual will be enrolled in the University's retiree medical insurance program with the active employee subsidy amount applied to the retiree medical insurance rate. An active employee will not be required to designate Medicare as primary insurance coverage.
7. Bargaining-unit members have the option of dropping coverage provided the employee is covered under an alternative health insurance plan (i.e., coverage under a spouse's or domestic partner's plan), and who specifically requests such an option in writing and documents the alternative coverage. An employee who forgoes coverage under a University plan will receive from the University an amount equal to one hundred dollars (\$100.00) per month in lieu of medical insurance coverage effective after submission of all required documents to Human Resources. No employee covered under a WSU medical or subsidized dental plan (including as a dependent) may receive the cash-in-lieu benefit.
8. Nine (9)-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their medical, dental and vision benefits through August of the year in which they retire under the same terms and conditions such benefits are provided to nine (9)-month bargaining-unit members who have not retired.
9. Other Eligible Person Program

Wayne State University will make available to members of the bargaining unit the existing Other Eligible Person benefits program, as set out below. The University reserves the unilateral right to cause these provisions to be reopened for bargaining by giving notice to the effect at any time after December 31, 2010, in

which event the Union agrees expeditiously to meet and attempt in good faith to resolve any differences.

Eligibility:

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

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

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

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

The OEP is not related by blood or by marriage.

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

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

Ineligibility:

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

E. Dental Insurance

The University shall provide dental care coverage as presently described in the University’s dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. Members of the bargaining unit who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected effective immediately upon ratification. Effective September 22, 2021, members of the bargaining unit who participate in this plan shall be required to make a contribution equal

to twenty-five percent (25%) of the premium rate for the coverage selected. Beginning January 1, 2022, the annual cap on benefits will be one thousand five hundred dollars (\$1,500).

F. Vision Care

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

G. Interlocking Enrollments

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

H. Long-Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.
2. Coverage will become effective on the first (1st) day of the month coinciding with or next following the date of employment.
3. LTD benefits for an insured staff member begin the later of one-hundred eighty (180) days of being disabled from your occupation or the exhaustion of your illness bank and continue for as long as the disability continues or until the affected individual retires.

Maximum Benefit Period (the later of your SSNRA* or the Maximum Benefit Period listed below):

<u>Age When Disability Begins</u>	<u>Maximum Benefit Period</u>
Age 62 or under	Your 65th birthday or the date the 42nd Monthly Benefit is payable, if later.
Age 63	The date the 36th Monthly Benefit is payable
Age 64	The date the 30th Monthly Benefit is payable
Age 65	The date the 24th Monthly Benefit is payable
Age 66	The date the 21st Monthly Benefit is payable

Age 67	The date the 18th Monthly Benefit is payable
Age 68	The date the 15th Monthly Benefit is payable
Age 69 or older	The date the 12th Monthly Benefit is payable.

*SSNRA means the Social Security Normal Retirement Age in effect under the Social Security Act on the Policy Effective Date.

4. Employees who decline to apply for long-term disability will be covered under the Leaves of Absence without Pay provisions (Article XIII) after paid time under the short-term disability program and vacation time are exhausted.
5. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from Social Security and Worker's Compensation, is as follows:
 - a. For those whose disability date is on or after the date of ratification of the CBA, the monthly income benefit is equal to sixty-six and two-thirds percent (66-2/3%) of a person's basic salary, but not to exceed a benefit of ten thousand dollars (\$10,000) monthly.

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

I. Retirement Defined-Contribution Program

1. Members of the bargaining unit who have attained twenty-six (26) years of age, shall be eligible to participate in the retirement program.
2. Wayne State University retirement benefits are provided through contracts with TIAA or Fidelity Investments or selected alternative programs that are jointly agreed upon by the Administration and the Association. Retirement contributions are based on regular contractual salary or wages. Effective January 1, 2001, retirement contributions will also be based on wages for supplemental teaching assignments. Retirement contributions are not made on overtime or supplemental remuneration for extra service other than teaching.

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

For the University contribution, vested percentage is as follows:

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

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

Employees with previous service at an eligible institution may be able to waive all or a portion of the two (2)-year vesting requirement.

3. The University shall offer the full range of options available through each of the retirement programs without restriction.

J. Life Insurance

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

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

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times (2X) annual salary

to a maximum of one million dollars (\$1,000,000) of total coverage.

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

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

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

2. A member of the bargaining unit who has received University contributions to the Wayne State University retirement program for five (5) years or who has served ten (10) years in the University and retires after age fifty-five (55) shall, upon retirement, qualify for the retirement life insurance policy in force, fully paid by the University.
3. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.
4. Nine (9)-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their life insurance benefit through August of the year in which they retire under the same terms and conditions such benefits are provided to nine (9)-month bargaining-unit members who have not retired.

K. Voluntary Early Retirement

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

1. Eligibility

Bargaining-unit members holding tenure or employment security status who will have attained the age of sixty (60) as of September 1 of the academic year during which they wish to enroll in this program, and who have provided at least five (5) years of full-time

service (or its equivalent) to the University shall be eligible to participate in the following retirement options.

2. Program Options

a. Phased Retirement: Faculty

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

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

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

Faculty in Phased Retirement will not be eligible for other Special Retirement Incentives.

b. Retirement Buy-Out: Academic Staff

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

Academic staff with five (5) to nineteen (19) years of full-time service to the University shall receive a payment of ten thousand dollars (\$10,000) per annum for a three (3)-year period. Academic staff with twenty (20) or more years of full-time service to the University shall receive a payment of sixteen thousand dollars (\$16,000) per annum for a period of three (3) years.

Academic staff who elect this option shall be eligible to participate for three (3) years in one (1) of the University-subsidized medical insurance programs with the same subsidy provided to active employees. This subsidy will terminate three (3) years after the effective date of retirement from the University. After the subsidy has been terminated, the

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

3. Program Enrollment

Participation requires bargaining-unit members to submit an irrevocable declaration of their intent to take the buy-out or begin phased retirement to their dean or director and to Human Resources prior to March 1 of the year in which they wish to begin phased retirement, with the change of status to take effect no later than August 17 of that year.

L. Special Retirement Incentives

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

M. Vacations

Full-time twelve (12)-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an

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

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

Upon termination of employment a member of the bargaining unit holding tenure or employment security status will be paid for unused vacation days up to a maximum of twenty-three (23) days. A non-tenured bargaining-unit member will be paid for the unused vacation days up to a maximum of twenty-three (23) days or for the remaining days in their term appointment, whichever is less. Before transfer from a twelve (12)-month to a nine (9)-month appointment, a bargaining-unit member shall utilize the vacation days in their vacation bank prior to the transfer date. Upon special circumstances the President or their designee may authorize payment for vacation days that would otherwise be lost.

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

N. Holidays

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

O. Christmas/New Year's Closure

Twelve (12)-month bargaining-unit members will be given time off with pay between Christmas and New Year's. Any bargaining-unit member

required to work between Christmas and New Year's will be given compensatory time off at a later date.

P. Flexible Spending Accounts

Bargaining-unit members are eligible to participate in a program of Flexible Spending Accounts for Reimbursement of Medical Care Expenses and Dependent Care Expenses.

Article XIII Leave of Absence

A. Leaves of Absence without Pay

1. Professional and Personal Leaves

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons (including illness or accident) may under certain circumstances be beneficial to both the individual and the University.

a. Eligibility

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

b. Application for Leave

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

c. Approval

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

d. Length of Leave

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

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

e. Fringe Benefits

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

f. Return from Leave

If a member of the bargaining unit does not return to work by the date of leave expiration, they shall be considered to have voluntarily resigned from the University unless they were unable to return due to extenuating circumstances beyond their control.

If, in the event of extenuating circumstances beyond their control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the

expiration of the leave of absence without pay, they must submit a written request for return to work to the department chair or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty (30) days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine (9)-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above-stated waiting periods.

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

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, they shall be placed on the short-term disability leave for which they are eligible in accordance with Article XIII, Section C.1, and such leave without pay shall terminate.

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

g. Salary Increases

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

2. Military Leave

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

B. Professional Leaves

1. Authorized Short-Term Absences

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

2. Sabbatical Leaves

The President or their designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven percent (7%) of the faculty in any department in departmentalized Schools/Colleges and in any non-departmentalized School/College/division may be on sabbatical leave in any one (1) semester. Under extraordinary circumstances this maximum may be exceeded at the discretion of the President or their designee.

a. Eligibility

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

b. Applications

- 1) Applications for sabbatical leave shall include the following:
 - (a) The presentation of a definite plan for the scholarly/creative plan of work for the sabbatical leave.
 - (b) An indication of the specific semester(s) for which the leave is requested.

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

c. Conditions of Leave

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

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

- 4) Persons on the nine (9)-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole semesters. Exceptions to this regulation require the written approval of the dean/director/vice president prior to the filing of the application.
- 5) For persons employed on the twelve (12)-month payroll, one (1) semester of service shall be interpreted to mean four and one-half (4-½) calendar months of service.
- 6) A written report on what has been achieved relative to the goals of the leave will be submitted to the unit director (usually chair or dean) within two (2) months of returning to the University from the leave. The report will be sent to the dean and the Provost.

d. Length

- 1) A sabbatical leave may be granted for one (1) semester or two (2) consecutive semesters.
- 2) Faculty members on the nine (9)-month payroll are not granted sabbatical leaves for the spring-summer term unless the faculty member is on a spring-summer within-load assignment. Winter and fall semesters of a given calendar year are regarded as consecutive except in this case where a faculty member teaches within-load for the spring-summer term.

e. Sabbatical Leaves Committee

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

f. Salary and Benefits

- 1) For each semester on sabbatical leave the individual shall receive as salary a percentage of the salary they would have received were they not on leave, such percentage

to be determined by the number of semesters elected for the sabbatical leave and the length of full-time service since the last sabbatical leave or initial employment as follows:

One (1) semester following twelve (12) semesters of service as described in 2.a.2 above	Faculty	100%
	Academic Staff	80%

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

g. Reconsideration of a Denial for Sabbatical Leave

Within ten (10) days after receiving written notice of the denial, the applicant may request, in writing, reconsideration by the department committee and/or the unit administrator. The candidate can elect to appear before the unit sabbatical committee and/or meet with the unit administrator. The applicant has the option of being accompanied in such meetings by another faculty member of their choice.

If reconsideration does not change the original negative recommendation, the unit administrator shall provide their written reason(s) for their decision to the applicant. This

decision is final and not subject to the Grievance Procedure (Article XVII), except for procedural matters.

3. Academic-Staff Professional Development Released Time

Upon presentation of an appropriate project for professional development, and with the approval of the unit administrator and the concurrence of the dean/vice president, and/or Provost, an academic-staff member is entitled to up to one (1) day of released time per week for up to fifteen (15) weeks per calendar year. Failure to approve the project is not grievable, but the unit administrator will meet with the academic-staff member to explain the decision, provided the staff member requests the meeting within ten (10) days of the notification of denial. There shall be no more than seven percent (7%) of the academic staff in any School/College/division approved for professional development leave in any calendar year. Requests for such leaves must be made at least sixty (60) days in advance of the anticipated starting date.

In the event that there are applications from more than seven percent (7%) of the academic staff, a nine (9)-member committee shall advise the President or their designee of its recommendations for professional development leaves. The committee shall be composed of four (4) academic-staff members selected by the Association, four (4) academic-staff members selected by the President or their designee and a chair designated by the President or their designee who shall serve as chair without vote except in the case of a tie vote.

C. Leaves of Absence with Pay

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

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

1. Short-Term Disability Leave for Illness

- a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth [1/9th] of the academic year compensation per month for nine (9)-month employees, and one-twelfth [1/12th] for twelve (12)-month employees) for periods of disability of up to one (1) month plus an additional number of months equal to the number of years of service completed, the total of such benefits shall not exceed in any twelve (12)-month period: forty-four (44) working days after one (1) year of employment but no more than two (2) years of employment; sixty-six (66) working days after two (2) years of employment but no more than three (3) years of employment; eighty-eight (88) working days after three (3) years of employment but no more than four (4) years of employment; one hundred ten (110) working days after four (4) years of employment but no more than five (5) years of employment; and one hundred thirty-two (132) working days after five (5) years of employment. Persons who enter the bargaining unit after July 31, 1986, who have an accumulated sick bank acquired under an accrual system at Wayne State University will have the number of days in their old sick bank added to the twenty-two (22) short-term disability days to which they are entitled as members of the bargaining unit—the total not to exceed one hundred thirty-two (132) days. The former sick bank will be canceled.

Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked. Nine (9)-month bargaining-unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining-unit member is still disabled at the beginning of the Fall Term they may continue on short-term disability in the normal manner.

- b. Bargaining-unit members shall be responsible for promptly notifying their department chair, dean, or immediate supervisor of each day of illness absence. Any member of the bargaining unit, as defined in 1.a, must provide to Human Resources, when requested by their Employer, medical verification for absences beyond five (5) consecutive business days and/or a release-to-return-to-work form from their attending healthcare provider. In addition, members of the

bargaining unit will follow federal FMLA regulations. Approved Family and Medical Leave will run concurrently with University paid leaves (sick leave, vacation leave, workers' compensation, short-term disability, etc.) and unpaid leaves.

- c. If the Administration has a reasonable belief, based on objective evidence, that a bargaining-unit member's present ability to perform essential job functions will be substantially impaired by a medical condition or that they will pose a direct threat due to a medical condition, the Administration may require the bargaining-unit member to submit to a medical examination before returning from short-term disability leave. Such an exam will be restricted to the specific medical condition resulting in the leave and the bargaining-unit member's ability to perform the essential functions of their job, with or without reasonable accommodation. In the event of a disagreement between the bargaining-unit member's healthcare provider and the University's physician, the University may require the bargaining-unit member to be examined by a third (3rd) physician approved jointly by the University and the bargaining-unit member. The cost of the medical opinions required by the University shall be borne by the University. In the event of a disagreement between the bargaining-unit member's physician and the jointly selected physician, the latter's opinion shall be determinative. If the University chooses not to seek a third (3rd) opinion of a mutually agreed-upon physician, the opinion of the bargaining-unit member's healthcare provider will be determinative. The bargaining-unit member will suffer no loss of compensation to which they are otherwise entitled due to delays caused from scheduling a second (2nd) or third (3rd) medical exam or obtaining a second (2nd) or third (3rd) medical opinion.
- d. Any member of the bargaining unit, as defined in 1.a, who has five (5) or more years of continuous full-time service in the bargaining unit and who has exhausted their short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half (1/2) compensation for the remainder of the six (6)-month short-term disability period.
- e. A bargaining-unit member who has been on short-term disability leave and has medical approval from their physician and subject to the limitations of XIII.C.1.c may return to work

on a fractional-time basis. They shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that they have remaining in their short-term disability bank.

2. Mandatory Sick Leave

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

3. Personal and Immediate Family Emergencies

- a. Each day of absence for a personal or family emergency as provided in this Section shall be deducted from the short-term disability bank, as described in Section 1.a above, and shall be reported on the University's official Time/Exception Report.
- b. A member of the bargaining unit shall be given a leave of absence with pay of not more than five (5) days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, OEP, parent, sibling, child, grandparent, parent-in-law, OEP's parent, sibling-in-law, OEP's sibling, child-in-law, OEP's child, and grandchild or OEP's grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.
- c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five (5) consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).

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

4. Civil Obligations

a. Court and Related Duties

Any member of the bargaining unit who must be absent from their regular duties by reason of jury duty shall receive compensation from the University equal to the difference between their regular University compensation and the amount received by the member for serving, and the University shall continue their fringe benefits based upon their full University salary. The University shall not request a change in the dates of jury duty assignments of a nine (9)-month bargaining-unit member outside of the nine (9)-month contract period nor request a change within the nine (9)-month contract period without the written consent of the member. No nine (9)-month bargaining-unit member who is called for jury duty outside of the nine (9)-month contract period shall request a change in the dates of jury duty to duties within the period of their nine (9)-month assignment, except with the approval of the President or their designee.

It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator the bargaining-unit

member's essential duties that need to be performed during the period of absence.

b. **Short-Term Military Leave**

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

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

D. Parent Leaves of Absence

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

1. **Short-Term Disability Leave**

For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth, and/or recovery therefrom (this provision applies to bargaining-unit members with significant responsibility for the child who are the non-childbearing parent as well), or related to by adoption or placement of children up to six (6) years old, shall be covered under Short-Term Disability Leave for Illness as specified in Section C.1 of this Article. Such leaves will be for a maximum of twelve (12) weeks or to the extent, up to twelve (12) weeks, of leave accrued in the sick bank of the bargaining-unit member. Co-Parents in the bargaining unit may take a combined total of twelve (12) weeks of leave for the birth, adoption, or placement of a child. This leave will be a combination of the required FMLA leave plus additional illness time as necessary.

2. Modified-Duties Assignment for Childbearing, and Child Care Responsibilities
 - a. Upon request and with appropriate notice, a member of the bargaining unit who has significant responsibility for the care of an infant for the period before and/or immediately following birth of a child, adoption or placement of a child under age six (6) may be granted a semester of reduced duties in order that the parent can prepare and/or care for the infant, or child.
 - b. During the period following the birth or adoption of a child, upon request by the bargaining unit member who is the primary or coequal caregiver for the child, the Employer shall grant a period of modified duties without a reduction in salary. Bargaining unit members completing any continuous paid parental short term leave of absence (FMLA leave) that concludes before the end of the semester will be granted modified duties for the remainder of the semester. If the FMLA leave continues beyond the end of the semester into a subsequent second semester, the bargaining unit member will be granted modified duties status for the remainder of that second subsequent semester. Whenever possible, requests for modified-duties status should be submitted in writing to the dean/director/vice president at least two (2) months prior to the start of the requested leave and must include a certified statement by the bargaining-unit member certifying that they are assuming primary responsibility for the care of an infant or child.
 - c. Except by mutual agreement between the bargaining unit member on modified duties status and the supervisor, bargaining unit members on modified duties status shall not be required to teach classes, or take on new service assignments but will be expected to fulfill other limited professional responsibilities, including but not limited to research, scholarship, artistry, course preparation and revision, and supervision of graduate students.
 - d. Bargaining-unit members on subsidy-conditioned appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.
 - e. If in the opinion of a bargaining-unit member and the Association, the bargaining-unit member improperly has been denied modified duties, a Step One grievance may be filed for

the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant reconsideration will be at the discretion of the President or their designee.

3. Modified Duties for Caring for a Parent with a Serious Health Condition
 - a. Upon request and with appropriate notice, a member of the bargaining unit who has significant responsibility for caring for a parent with a documented, serious medical condition may be granted a semester of reduced duties in order that the member can care for a seriously ill parent.
 - b. The duration of the modified-duties assignment will normally be for up to fifteen (15) weeks. Such arrangements should normally coincide with the beginning and ending dates of the semester. Whenever possible, requests for modified-duties status should be submitted in writing to the dean/director/vice president at least two (2) months prior to the start of the requested leave and must include a certified statement by the bargaining-unit member certifying that they are assuming primary responsibility for the care of the seriously ill parent.
 - c. A modified-duties assignment may take two (2) forms. For a modified-duties assignment in which the equivalent of a full workload is performed, no adjustment in compensation or future assignments may be required. If possible, as decided by the unit administrator and consistent with and as provided by University policy regarding flexible and remote work arrangements, Association members will be allowed to work remotely during this time. For a modified-duties assignment in which a reduced workload is arranged, some adjustment in compensation, up to three thousand dollars (\$3,000), and/or in-load teaching or other assignments as described in D.2.e, may be required. It is the responsibility of the bargaining-unit member to work with the dean/director/vice president to develop an acceptable modified-duties plan. Conditions and responsibilities of the modified leave status must be approved by the President or their designee.
 - d. Bargaining-unit members on modified-duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the dean/director/vice president.

- e. Faculty whose modified-duties assignment involves a reduction in teaching load and who have not had an adjustment in compensation as per D.2.c must teach, on an in-load basis, additional courses equivalent to the greater of one (1) course or one-half (1/2) of the teaching responsibilities they would have had during the semester of modified-duties status. Academic staff whose modified-duties assignment involves a reduction in workload must arrange a plan with their unit administrator for additional in-load assignments. Such additional teaching or other assignments shall occur within the next six (6) semesters following their return from modified-duties status. This requirement for additional teaching and other assignments may be waived by the President or their designee where the modified-duties plan is the equivalent of a complete workload.
- f. Bargaining-unit members on subsidy-conditioned appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.
- g. If in the opinion of a bargaining-unit member and the Association, the bargaining-unit member improperly has been denied modified duties, a Step One grievance may be filed for the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant reconsideration will be at the discretion of the President or their designee.

4. Parent Leave of Absence without Pay

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

5. Temporary, Fractional-Time Appointments

Temporary, fractional-time appointments may be requested from and granted, if appropriate, by the unit administrator with the approval of the President or their designee.

6. Tenure or Employment Security System Interruption

A member of the bargaining unit who is a significant caregiver for an infant or young child, or a severely ill and/or injured parent, or who has experienced a serious and/or disabling medical condition (as defined by the Americans with Disabilities Act or the Family

and Medical Leave Act) personally or within the family may request that a maximum of one (1) year be excluded from the countable years of service that constitute that bargaining-unit member's probationary service for tenure or employment security status. The request must include a certified statement by the bargaining-unit member that they are a significant caregiver for an infant or child or parent, or has experienced a qualifying medical condition personally or within the family. Only one (1) year may be excluded for child rearing from the countable years of service that constitute an individual's probationary period regardless of the combination of circumstances. The request must be in writing and must be approved by the unit administrator and by the President or their designee, and a copy of the approval must be forwarded to the Association. The Association will be informed by the President or their designee of all such approvals.

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

The expectations for a bargaining-unit member with an approved clock stoppage shall not be increased beyond the total expectations of those whose tenure or ESS clock has not been stopped.

E. Reporting of Absence

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

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

Article XIV Fractional-Time Employees

All members of the bargaining unit employed fifty-percent (50%) time or more (but less than one-hundred percent [100%] time) at Wayne State University, shall be fractional-time employees within the bargaining unit.

Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full non-contributory group term life insurance coverage as is provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the retirement program, supplemental life insurance option, Social Security, Worker's Compensation, official University-paid holidays, and, when eligible, for long-term disability income insurance as described in XII.H. Twelve (12)-month fractional-time bargaining-unit members shall accrue vacation days in proportion to the fraction of time worked. Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

Article XV
Administration-Association Meetings

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

Article XVI
Administration of Agreement

A. Scheduling of Duties

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

B. Scheduling of Meetings

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

C. No Additional Payments for Services

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

Article XVII Grievance Procedure

A. Intent

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

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

B. Procedure for Handling Informal Complaints

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

Before a formal grievance may be pursued, the member shall discuss the complaint with the appropriate chair and dean (or their designee) or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt resolution.

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

C. Definition of a Formal Grievance

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

Grievance Procedure. The decision to file a formal grievance rests solely with the Association.

D. Filing of a Formal Grievance

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

E. Formal Procedure for Handling Grievances

1. Step One

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

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

Within fourteen (14) working days of receiving the grievance, the Provost or their designee shall arrange a meeting between the grievant, and up to three (3) Association-appointed representatives and the Provost or their designee and, at their discretion, the dean or their designee, the chair, and/or a fourth (4th) administration representative. A written answer to the grievance shall be forwarded by the Provost or their designee to the Association within fourteen (14) working days of the meeting.

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

If a meeting is not arranged in a timely fashion, the Association may proceed to Step Two of the Grievance Procedure providing it

does so within twenty-one (21) working days of the initiation of Step One.

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

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

2. Step Two

If the Association intends to proceed to Step Two, it must notify the President or their designee within twenty-one (21) working days of the receipt of the Step One response. If additional time is needed, a request for an extension must be forwarded within the twenty-one (21)-day period. Within twenty (20) days of such notification, a representative of the Association and a representative of the University's Office of the General Counsel shall meet for the purpose of selecting an arbitrator to arbitrate the dispute. In the event the parties are unable to agree upon the selection of an arbitrator, the selection shall be made in accordance with the then prevailing rules of the Federal Mediation and Conciliation Service (FMCS). FMCS will provide a panel of seven (7) arbitrators. The parties will strike names alternately until one (1) name remains, and that arbitrator will be appointed.

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

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

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

F. Right to Counsel

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

G. Extensions of Time Limits

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

H. Liability

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

I. Expenses

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

J. Withdrawal of Grievance

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

K. Rights of Management

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

L. Additional Time for Internal Appeal

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

M. Right to Representation

If a member of the bargaining unit reasonably anticipates that some disciplinary action may result from a meeting with a University Administration representative or their designee, the bargaining-unit member may request that an Association representative be present. If some disciplinary action results during a meeting in which an Association representative is not present, the bargaining-unit member has the right to adjourn the meeting pending the arrival of an Association representative.

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

Article XVIII Selection Advisory Committees

A. Selection and Review of Department Chairs

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

The above committee structures shall not apply in those departments with fewer than five (5) tenured full-time faculty and academic staff holding tenure or employment security status. If there are fewer than five (5) full-time faculty and academic staff

holding tenure or employment security status, then full-time non-tenure-track/ESS-holding bargaining-unit members may be elected. If there are not sufficient full-time non-tenure-track/ESS-holding members in the unit, bargaining-unit members from other departments within the School/College/division may be elected by the faculty and academic staff of the reviewing department to serve in their place up to a total of four (4) to reach a total of five (5) on the committee.

In clinical departments in the School of Medicine, at the discretion of the President or their designee, the committee may include one (1) or more non-voting representatives of affiliate medical organizations, up to a maximum of N.

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

If the position is not filled by one of the candidates, the committee shall readdress the question. If the position is still not filled after a second slate of candidates is presented, the matter shall be forwarded to the President or their designee for whatever action or decision they deem appropriate.

2. Prior to the appointment or reappointment of an acting/interim chair, the President or their designee shall consult with the selection advisory committee, and/or an appropriate faculty and academic-staff committee of the department. An acting/interim chair shall not be appointed for more than two (2) years unless the faculty, as outlined in section D of this article, agree to a longer initial term and/or extension.
3. Terms of appointment for chair shall not exceed five (5) years. Within one (1) year prior to the end of the term (or three hundred sixty-five [365] days), and no later than six (6) months before the end date of the appointment, as specified in the letter of appointment, a review committee shall be formed.

By June 15th of each year, the University will forward the names of all current chairs or administrators of comparable rank and the start and end dates of their current contract. If there is to be a

delay in the review, the Association will be notified. At least three-fourths (3/4) of the committee members shall be tenured or hold employment security status, except in the clinical departments in the Schools/Colleges of Medicine and Pharmacy and Health Sciences. N members of the committee shall be faculty members and academic-staff members from the department in question and elected by the department. N members shall be appointed by the President or their designee. One (1) student representative shall be selected by the School/College student council from among the departmental majors of that department. Departments with training programs may have a trainee elected from among the trainees appointed to the committee instead of a student.

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

The President or their designee shall appoint the chair of the committee from among the committee members. The President or their designee in consultation with the committee shall establish the procedures for the review. The committee shall ensure that bargaining-unit members and all others associated with the unit (other faculty, staff, and students) have an opportunity to express their views to the committee during its review process. Where there are external stakeholders, they too should be asked for their views.

The review may include, but is not limited to: a survey of the bargaining-unit members in the School/College; forums in the School/College conducted by member(s) of the committee with bargaining-unit members, other faculty and staff, and students; review of School/College budgetary information; and information gathered from external stakeholders. This committee shall evaluate the progress of the department and the effectiveness of

the chair and shall forward a written report to the President or their designee.

B. Selection of Deans and Review of Schools/Colleges

1. When a new dean of a School/College is to be appointed, a committee shall be formed to seek candidates and advise the President or their designee. Such committees shall include N faculty members and academic-staff members from the School/College in question elected by the School/College for which the dean is being sought. The President or their designee shall appoint N members and one (1) student member shall be selected by the College student council. In the case of a search for the dean of the School of Medicine, N members shall be elected by the School. N+1 members shall be appointed by the University President or their designee, at least one (1) of whom must be a faculty or academic-staff member from the School of Medicine, and one (1) student member shall be selected by the School of Medicine Student Council. At the discretion of the President or their designee, the committee may include one (1) or more representatives of affiliate medical organizations, up to a maximum of N-1. If N-1 representatives of affiliate medical organizations are added, the President or their designee may increase the number of Presidential appointees to the committee from N to N+1.

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

The President or their designee shall appoint the chair from among the committee members. The President or their designee shall establish the procedures for the search. A slate of at least five (5) candidates for dean shall be presented to the President or their designee. Fewer than five (5) candidates may be presented if mutually agreeable to the President or their designee and the committee. The slate shall be presented within a reasonable time mutually agreed upon by the President or their designee and the committee. If the position is not filled by one of the candidates, the President or their designee shall take whatever action they deem appropriate. They shall seek the advice of the committee on the qualifications and suitability of any person they seek to appoint.

2. Prior to the appointment or reappointment of an acting/interim dean, the President or their designee shall consult with the

selection advisory committee and/or an appropriate faculty and academic-staff committee of the School/College. An acting/interim dean shall not be appointed for more than two (2) years unless the faculty and academic staff, as outlined in section D of this article, agree to a longer initial term and/or extension.

3. Terms of appointment shall not exceed five (5) years. Within one (1) year prior to the end of the term (or three hundred sixty-five [365] days), and no later than six (6) months before the end date of the appointment, as specified in the letter of appointment, a review committee shall be formed. By June 15th of each year, the University will forward the names of all deans, including associate deans and the start and end dates of their current contract. If there is to be a delay in the review, the Association will be notified. N members of the committee shall be faculty members and academic-staff members from the School/College in question and elected by the School/College. N members shall be appointed by the President or their designee. One (1) student member shall be selected by the College student council.

For the School of Medicine the membership of the committee shall include N members elected by the School and N members appointed by the University President or their designee. One (1) student member shall be selected by the School of Medicine Student Council. At the discretion of the President or their designee, the committee may include one (1) or more non-voting representatives of affiliate medical organizations, up to a maximum of N-1.

The President or their designee shall appoint the chair of the committee from among the committee members. The President or their designee in consultation with the committee shall establish the procedures for the review. The committee shall ensure that bargaining-unit members and all others associated with the unit (non-represented members, staff, and students) have an opportunity to express their views to the committee during its review process. The review may include, but is not limited to: a survey of the bargaining-unit members in the School/College; forums in the School/College conducted by member(s) of the committee with bargaining-unit members, other faculty and staff, and students; review of School/College budgetary information; and information gathered from external stakeholders. This committee shall evaluate the progress of the School/College and shall forward a written report to the President or their designee.

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

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

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

If the position is not filled by one of the candidates, the President or their designee shall take whatever action they deem appropriate. They shall seek the advice of the committee on the qualifications and suitability of any person they seek to appoint as dean of University Libraries or director of Archives.

2. Prior to the appointment or reappointment of an acting/interim dean or director, the President or their designee shall consult with the selection advisory committee and/or an appropriate bargaining-unit member committee of the Libraries or Archives. An acting/interim dean shall not be appointed for more than two (2) years unless the faculty and academic staff, as outlined in section D of this article, agree to a longer initial term and/or extension. An acting/interim director shall not be appointed for more than two (2) years unless the academic staff, as outlined in section D of this article, agree to a longer initial term and/or extension.
3. For the dean of University Libraries or director of Archives terms of appointment shall not exceed five (5) years. Within one (1) year prior to the end of the term (or three hundred sixty-five [365] days), and no later than six (6) months before the end date of the appointment, as specified in the letter of appointment, a review committee will be formed. This committee shall include representation from the bargaining-unit members in the affected unit. The President or their designee in consultation with the committee shall establish procedures for the review. The committee shall ensure that bargaining-unit members and all

others associated with the unit (other faculty, staff, and students) have an opportunity to express their views to the committee during its review process. The review may include, but is not limited to: a survey of the bargaining-unit members in the School/College; forums in the School/College conducted by member(s) of the committee with bargaining-unit members, other faculty and staff, and students; review of School/College budgetary information; and information gathered from external stakeholders. This committee shall evaluate the progress of the unit and shall forward a written report to the President or their designee.

D. Other Procedures

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

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

Article XIX Validity

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

Article XX

Term Appointments

A. General Provisions

1. Definition

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

2. Consultation

Insofar as practicable, no term appointments of prospective faculty members of the bargaining unit shall be made in units with tenure committees without prior consultation with the appropriate unit committee or the tenured faculty of that unit. (For the definition of the committee, see Article XXII.D.1.b.) Insofar as practicable, no term appointments of prospective academic staff of the bargaining unit shall be made without consultation with the appropriate tenure/ESS/promotion committee or the tenured and/or employment-security-status academic-staff members of the originating unit. (For the definition of the committee, see Article XXI.D.) Insofar as practicable, no renewal or non-renewal of term-limited faculty or academic staff shall be made without consultation with the appropriate committee. Where there is no such committee, insofar as practicable, the tenured faculty will be consulted for faculty non-renewals, and ESS academic staff will be consulted for academic staff non-renewals.

3. Limits

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

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

Tenure-track appointments that occur after October 1 shall have the tenure clock begin on the next July 1. The intent of this

language is to assure that each tenure applicant who did not join the University at the beginning of an academic year and who has had renewal of term appointments into a seventh (7th) year shall have at least seven (7) complete years of full-time service.

4. External Prior Service

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

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

5. Sixth (6th) Year Denial of Tenure

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

6. Reconsideration

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

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

7. Statutes

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

8. Length of Term Appointments

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

Initial appointments for non-tenure-track faculty may be for one (1), two (2), or three (3) years. After three (3) years of service, appointments shall be for at least two (2) years. Within six (6) months prior to the end of the sixth (6th) year of service, the unit tenure and promotion or other appropriate committee shall make a recommendation regarding renewal. After six (6) years of service, appointments shall have presumption of renewal and shall be for at least four (4) years. After ten (10) years of service, appointments shall have the presumption of renewal and shall be for at least five (5) years. For four (4) and five (5) year appointments, within six (6) months prior to the end of the last year of each appointment, the unit tenure and promotion or other appropriate committee shall make a recommendation regarding renewal. In the event that the unit tenure and promotion or other appropriate committee makes a recommendation for renewal to a four (4) or five (5) year appointment and the unit administrator issues a notice of non-renewal, the unit administrator shall provide the member with a written rationale for not endorsing the recommendation of the review committee. If the unit administrator issues a notice of non-renewal when the review committee recommends a renewal, the member may appeal the unit administrator's decision to the Provost or their designee. The Provost's decision is final.

Five year renewal under this provision will take place as of 1 January 2025 or when the members' current employment contracts are renewed, whichever occurs later. In addition, initial five-year renewals will only occur for a non-tenure-track faculty member after the completion of a four-year (or longer) contract.

Renewals of term appointments do not require posting.

For non-tenure-track faculty with more than six (6) years of service, the University may cancel a multi-year contract after the first year by reason of substantial financial reduction following the non-renewal provisions in Article XX.D.2. The substantial financial reductions noted shall require review and approval by the President prior to implementation.

If renewal appointments include a reduction in FTE or base salary, or other substantial changes in work responsibilities, the letter of offer shall be presented to the faculty member at least sixty (60) days prior to the beginning of the term or, for twelve (12)-month faculty, prior to end date of their contract. If the renewal appointments are presented one (1) or more days late and there is disagreement between the University and the faculty member as to the acceptability of the substantive changes, the change(s) outlined in the contract will not go into effect until the next renewal contract.

B. Specific Provisions

1. Faculty

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

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

Faculty appointments may be made in the ranks of instructor, assistant professor, associate professor, and professor.

2. Academic Staff

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

Academic staff may be hired in one (1) of the following non-tenure-track categories: (a) appointment conditioned on subsidy, (b) appointment in the Academic-Staff Employment Security System,

- (c) appointment as academic staff (renewal contract), (d) appointment as athletic coach or athletic trainer.

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

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

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

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

C. Annual Review Provisions

1. General Provisions

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

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

The appropriate unit administrator may concur and/or may add their comments to the committee's written review. The appropriate unit administrator shall discuss the review with the bargaining-unit member. The written review shall have been given to the bargaining-unit member at least five (5) days prior to the discussion. At the option of the appropriate unit administrator or the bargaining-unit member, the designated spokesperson of the committee will also be present at the discussion. If the unit contains more than fifteen (15) persons requiring annual written reviews, the appropriate unit administrator may select a designee to conduct some of these discussions. In cases where the bargaining-unit member is not satisfied with the review performed by a designee, they may request review by the appropriate unit administrator. The written reviews shall be placed in the bargaining-unit member's personnel file along with supporting or dissenting material provided by the bargaining-unit member and

the unit committee. The failure to conduct an annual written review is grievable at Step One only. Neither the written review nor the discussion nor the failure to complete any annual written review shall imply any commitment to recommend reappointment, promotion, employment security status, or tenure.

For bargaining-unit members with joint appointments, the annual review is to be carried out by the unit in which the major activity is carried out following the above procedures. The director/chair of the other unit(s) must contribute to the review conducted by the primary unit. The bargaining-unit member being evaluated shall receive the evaluative materials generated by the home unit and the statement(s) submitted by the chair(s) of the non-home unit(s).

2. Faculty Provisions

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

For faculty not on the tenure track, the annual review shall be in relation to their professional performance and as it relates to appropriate unit, School/College, and University factors as are in force except that faculty (teaching) shall be reviewed primarily for teaching with secondary consideration for excellence in scholarly work (optional) and/or service. The annual review shall identify areas of growth and strength and areas of concern in teaching, scholarship or creative activity, and service, as appropriate to position.

3. Academic-Staff Provisions

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

and/or public and/or professional service which benefit the University. The annual review shall identify areas of growth and strength and areas of concern.

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

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

D. Non-Renewal of a Term Appointment

1. General Provisions

Notices of non-renewal shall be personally served or mailed to the bargaining-unit member's home address recorded in the University's computerized records by certified, express, or registered mail, or sent by a commercial delivery service such as Federal Express or UPS that provides a receipt showing the date on which sent, on or prior to the date of notice requirement stated below. For twelve (12)-month employees, if such notice is sent late thirty (30) days or fewer, it will nonetheless be effective, but the bargaining-unit member shall be compensated at the rate of one (1) day's pay for each day the notice is late. When a notice to an

academic staff twelve (12)-month employee is sent thirty-one (31) days or more late, the notice is not effective, provided that where notice was not sent by the means specified above but a bargaining-unit member nonetheless received actual written notice by the specified date, the notice will be effective, but the bargaining-unit member shall receive sixty (60) calendar days' pay. Failure to provide notice to faculty or academic staff, however, shall not constitute a basis of claim for tenure or employment security status.

2. Faculty Provisions

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

Notices of non-renewal for non-tenure-track ranked faculty shall be sent at least three (3) months prior to expiration of each appointment or reappointment. After two (2) years of service, notices of non-renewal shall be sent at least six (6) months prior to the expiration of each reappointment. After four (4) years of service, notices of non-renewal shall be sent at least twelve (12) months prior to expiration of each reappointment. However, non-renewal notices may be sent late, but still no later than 3 months prior to expiration, to those individuals requiring six (6) month notifications or no later than 9 months prior to expiration, to those individuals requiring twelve (12) month notifications, but the bargaining unit member must be compensated (1) day's pay for each day the notice is late.

For faculty on subsidy-conditioned appointments, written notice of non-renewal shall be sent according to the minimum requirements established above or whenever notice is received that the subsidy is discontinued, whichever is less.

3. Academic-Staff Provisions

For academic staff on the tenure track, written notice of non-renewal of appointment shall be sent at least three (3) months prior to the expiration of initial term appointments that are less

than two (2) academic years. In subsequent reappointments of less than two (2) years, written notice of non-renewal shall be sent at least six (6) months prior to the expiration of an appointment. Where the term appointment is for two (2) or more academic years, written notice shall be sent at least twelve (12) months prior to the expiration of the appointment.

For academic staff on subsidy-conditioned appointment, written notice of non-renewal shall be sent according to the minimum requirements established below or when notice is received that the subsidy is discontinued, whichever is less.

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

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

Article XXI

Employment Security Status Procedures

A. Definition

Employment security status (ESS) is a contractual status granted by the University to members of the academic staff who have qualified through the Employment Security System. When a member of the academic staff receives employment security status, the terminal date of the bargaining-unit member's appointment is eliminated. If an academic staff member holding ESS is involuntarily transferred from one unit (unit is defined as a college or a department within a departmentalized college) to another within the University, ESS shall transfer with the employee to the new academic staff position. If an academic staff member applies to a different academic staff position

(with the same classification) outside their unit, ESS shall also transfer if the position is ESS eligible. If an academic staff member applies to a different academic staff position (with a different classification) outside their unit, ESS may transfer based on the hiring unit's approval. There is no right to receive ESS, but there is a right to fair consideration for ESS as prescribed in this Article.

B. Eligibility

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

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

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

C. Basis for ESS

The parties agree that the interests of the University are best served by a system of stable employment for academic staff. The employment security system encourages long-term commitment of individuals to the University, and of the University to its employees, and maximizes opportunities for the acquisition of this experience, to the benefit of all individuals associated with the University. Employment security status shall be made on the basis of excellence in job performance; excellence in professional achievement is also required, but is given

secondary weight. Excellence in scholarly achievement and/or service, at the option of the academic-staff member, will be considered but is not required.

D. Procedures for ESS Recommendations

1. ESS Factors

Each unit (i.e., College, School, or division) that has academic staff in the employment security system shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the School/College/division, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article. The unit factors statement shall distinguish among job performance and professional achievement.

In units with three (3) or fewer academic-staff members, specific and detailed job descriptions may stand in lieu of an academic staff unit factors statement. However, such factors and job descriptions are not to be interpreted as standards. Within a unit, members belonging to the same classification may choose to develop factors that are more specific to their classification while consistent with the unit factors statement. The minimum number of academic staff for a classification factors statement is three (3). After the academic-staff members in the unit and/or classification write the factors statements, the unit and classification factors statements must receive the approval of the dean/vice president of the School/College/division prior to implementation. The dean/vice president shall provide their written approval or rationale for non-approval within forty-five (45) days of receipt of the factors.

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

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

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

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

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

2. ESS Review

a. Chair/Director and Peer Reviews

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

academic-staff members holding ESS or tenure shall review the candidate's application packet. The recommendation of the chair or equivalent administrator shall be forwarded to the School/College/division committee below. The candidate shall be notified of the recommendation.

b. Unit Committee Review

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

For academic staff with a joint appointment, the composition of the Promotion and ESS Committee will reflect the proportionality of that appointment, with the stipulation that the ESS home unit will never receive less than fifty percent (50%) representation on these committees.

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

c. Dean/Vice President Review

Upon receipt of the recommendations of the chair/director and the unit ESS committee, the dean/vice president or their designee shall make their recommendations. If the dean/vice president approves employment security status, the candidate will be granted employment security status. If the dean/vice president does not approve ESS for an academic-staff member, and it is the academic-staff member's fourth (4th) or fifth (5th) year of full-time service, the academic-staff member shall be so notified in writing by the dean/vice president. In a unit with fewer than three (3) represented academic-staff members holding ESS or tenure, the dean/vice president shall possess the authority and functions of the unit ESS committee. In such units the dean/vice president shall schedule a meeting to consult with the

academic staff members holding ESS or tenure when a candidate is being considered for employment security status prior to arriving at a positive or negative decision.

3. Time Schedule

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

E. ESS Appeal Procedure

1. Initiation of Appeal Procedure

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

2. Appeal of ESS Decision

- a. If the dean/vice president does not recommend employment security status, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the unit ESS committee and/or the dean/vice president. The candidate may, at their option, appear before the unit ESS committee. The candidate may bring with them a member of their unit holding tenure or employment security status.
- b. In those Schools/Colleges/divisions without academic-staff unit ESS committees and where there is no recommendation for employment security status, the candidate may, within fifteen (15) days after written notice of the decision, request reconsideration by the dean/vice president and may, at their option, meet with the dean/vice president. The candidate may bring with them a member of the academic staff holding tenure or employment security status.
- c. If after reconsideration the dean/vice president approves employment security status, the academic-staff member receives employment security status. If after reconsideration both the committee and the dean/vice president do not recommend employment security status, the candidate does not receive employment security status. If after reconsideration the committee recommends employment

security status by at least a two-thirds (2/3) affirmative vote of the membership of the committee and the dean/vice president reaffirms their negative recommendation, the candidate may, within fifteen (15) days, forward their application, along with supporting documents, to the Provost or their designee.

3. Review by the Provost

The Provost or their designee will review only those cases referred to their office because of substantial disagreement at the level of the dean/vice president after the appeal procedure described above. Prior to arriving at a decision, the Provost will consult with the Association. If the Provost approves employment security status, the academic-staff member receives employment security status. If the Provost does not approve employment security status, the status is denied and the candidate's term appointment will not be renewed beyond the fifth (5th) year. The Provost's decision is final.

F. Preservation of Existing Tenure and Employment Security Status Statute

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

G. Grievance Limitation

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

Article XXII Tenure Procedures

A. Definition

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

B. Eligibility

Persons in the payroll classification of faculty (clinical), faculty (teaching), faculty (research), instructor, athletic coach, athletic trainer,

academic staff (renewal contract) and persons whose appointments are conditioned on subsidy may not hold tenure. Any member of the faculty or of the academic staff who is on a tenure-track appointment and has completed more than three (3) years of tenure-track service at Wayne State University or has three (3) years of credited prior service and more than two (2) years of full-time service at Wayne State University and is otherwise eligible must upon application be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. Fractional-time faculty or academic-staff members serving fifty percent (50%) time or more may be granted and hold fractional-time tenure. Tenured/tenure-track faculty in basic-science departments of the School of Medicine shall be on full tenured/tenure-track appointments.

C. Basis for Tenure Recommendations

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

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

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

There shall be no establishment of a fixed proportion of tenured to tenured plus non-tenured tenure-track faculty in the University, in any

School/College, or in any department nor shall there be an establishment of a fixed proportion of tenured to tenured plus non-tenured tenure-track academic staff in the University, in any School/College, or in any department.

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

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

D. Procedures

1. Faculty Recommendations for Tenure

a. General Provisions

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

Applicants may submit evidence of scholarly achievement, teaching excellence, and service that has not been

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

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

b. Department Committee

There shall be a tenure committee in each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences that shall be responsible for evaluating candidates and for making tenure recommendations. As the department tenure committee is also the promotion committee, non-tenure track faculty will be part of the tenure committee as outlined in the promotion article (Article XXIII. A.3.B). However, as articulated in Article XXIII.A.3.B, non-tenure track faculty will not vote on tenure decisions.

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

For faculty with a joint appointment, the composition of the tenure committee will reflect the proportionality of that appointment, with the stipulation that the tenure home unit will never receive less than fifty percent (50%) representation on these committees.

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

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

c. Department Chair

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

The chair, after consultation with the department committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents

to the dean. The chair shall notify the faculty member of the department committee's recommendation and the chair's own recommendation prior to forwarding them to the dean. The chair shall notify a faculty member when the department committee has recommended them for tenure or when the chair initiates a recommendation for tenure. In cases where tenure is not recommended, the committee and/or chair may forward a statement explaining the decision to the dean. If no recommendation for tenure is being sent to the dean of the School/College and it is the faculty member's fourth (4th), fifth (5th), or sixth (6th) year of service at Wayne State University, the faculty member shall be so notified in writing by the chair.

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

d. School/College Committee

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

The committee shall consist of tenured faculty members elected by the faculty of the School/College and one (1) student member selected by the School/College student council. Except for the School of Medicine the student member must hold junior, senior, or graduate status as a major in the School/College. In the School of Medicine the student must be an undergraduate medical student. Faculty holding administrative positions in offices in the reporting line shall not be eligible for election. The College of Engineering may choose to elect a separate College-wide committee to consider tenure recommendations from the Division of Engineering Technology. As the school/college tenure committee is also the promotion committee, non-tenure track faculty will be part of the tenure committee as outlined in the promotion article (Article XXIII. A.3.D). However, as

articulated in Article XXIII.A.3.D, non-tenure track faculty will not vote on tenure decisions.

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

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

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

e. Dean/Director

Upon receipt of the School/College committee recommendations, the dean/director shall attach their recommendations to those of the committee. The dean/director shall inform the members of the School/College committee of their recommendations. The dean/director shall provide written assessments along with their recommendations. Those recommendations that have received the endorsement of the School/College committee and/or the dean/director shall be forwarded, along with the supporting documents, to the President or their designee.

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

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

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

2. Academic-Staff Tenure Recommendations

a. General Provisions

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

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

performance, and service that has not been specifically listed under the factors.

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

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

b. Academic-Staff Tenure Committees

In each unit (i.e., School, College, or division) that has tenure-track academic staff, the academic staff shall elect a committee of bargaining-unit members holding tenure or

employment security status which shall be responsible for evaluating candidates and for making tenure recommendations.

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

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

c. Review by the Dean/Director

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

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

State University, the academic-staff member shall be so notified in writing by the dean/director.

In a unit with fewer than three (3) academic-staff members holding tenure or employment security status, not including the dean/director, the dean/director shall possess the authority and functions of the academic-staff tenure committee. The dean/director shall notify an academic-staff member when they are being considered for tenure. In such units the dean/director shall consult with the academic-staff members holding tenure or employment security status when a candidate is being considered for tenure and prior to arriving at a positive or negative decision. The dean/director shall notify both the candidate and the academic-staff members holding tenure or employment security status of their recommendation.

3. Office of the President

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

a. University Faculty Tenure and Promotion Committee

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

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

b. University Academic-Staff Tenure Committee

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

c. General Provisions

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

The University Academic-Staff Tenure Committee shall be responsible for evaluating and making tenure recommendations for only those academic-staff tenure cases submitted to it by the President or their designee. Upon a negative decision of the President or their designee regarding the granting of tenure, the committee shall consult with the dean and an elected academic-staff representative of the College/School Tenure and Promotion Committee. If the committee disagrees with the President's or their designee's

decision not to recommend tenure by a two-thirds (2/3) vote of the committee membership, the committee's recommendation will be transmitted to the President. Upon a negative decision of the President or their designee regarding the granting of tenure, the committee shall consult with the dean and an elected academic-staff representative of the College/School Tenure and Promotion Committee.

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

If an Academic-Staff Unit Committee does not exist, or if the committee spokesperson does not agree with the recommendation of the committee regarding the candidate, the candidate may select a representative to accompany the dean/director. The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. However, if the President initiates a tenure recommendation between the last and first days of the academic year as defined in the Letter of Agreement dated August 13, 1992, they will first consult with the tenure committee in the appropriate unit when practicable. If there is no tenure committee in the department/division, the President will, when practicable, consult the School/College/division committee. If there is no School/College/division committee, the President will, when practicable, consult the University-wide committee.

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

4. Time Schedule

Each year the President or their designee shall establish a time schedule for the submission of tenure recommendations to the President or their designee and for the submission of the

President's affirmative recommendations to the Board of Governors.

E. Appeal Procedures

1. Appeal of Department Tenure Decisions for Faculty

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

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

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

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

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

a. Faculty

If neither the School/College committee nor the dean/director recommends tenure, the candidate may, within fifteen (15) days after written notice of the decision, request, in writing, reconsideration by the School/College tenure committee and/or the dean. The candidate may appear before the

School/College committee along with the department's committee representative or, in the event that the departmental committee did not recommend tenure, a tenured faculty member.

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

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

b. Academic Staff

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

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

In those Schools/Colleges/divisions without academic-staff unit tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen (15) days after written notice of the decision, request

reconsideration by the dean/director and may, at their option, meet with the dean/director. The candidate may bring with them a member of the academic staff holding tenure or employment security status. If after reconsideration the dean/director reaffirms their negative recommendation, the candidate may, within fifteen (15) days, forward their application for tenure, along with supporting documents, to the President or their designee.

3. Grievance of Tenure Decisions

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

4. Initiation of Appeal Procedure

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

F. Faculty in Centers and Institutes

1. For applications for tenure for faculty members appointed in centers/institutes the composition of the initiating committee will reflect the proportionality of the appointment with the stipulation that the tenure home unit will never receive less than fifty percent (50%) representation on the committee. The committee should be composed of members from the tenure and promotion committee where the tenure line resides and tenured members elected by the tenured faculty in the center and institute. These members, along with the director(s) of the center/institute and the chair/dean of the unit where the tenure line resides, shall constitute the committee.

The director and the chair shall serve without vote. This combined committee shall determine the procedure for selecting external evaluators. A two-thirds (2/3) vote of the eligible faculty members of the committee shall be required for a recommendation for tenure. Committees considering applications for tenure for faculty with appointments in centers/institutes shall apply the center/institute, department (if applicable), School/College and University factors in making their decisions. The faculty member will be considered in the same manner as other tenure applicants.

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

G. Preservation of Existing Tenure Statute

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

H. Grievance Limitation

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

Article XXIII Promotion Procedures

A. Faculty

1. Definition

Appointments to the faculty may be made in the ranks of instructor, assistant professor, associate professor, or professor. Promotion is the advancement of a faculty member from one of these ranks to the next. There is no right to receive promotion, but there is a right to fair consideration for promotion as prescribed in this Article.

2. Basis for Promotion Recommendation

A recommendation for promotion is based upon a candidate's qualifications in the light of specific department, School/College, and University considerations and not primarily upon length of service in rank. Candidates will be assessed on the excellence of their qualifications, as applicable, in teaching, scholarship, and/or creative professional achievement. Consideration shall also be given to non-instructional service to the department, School/College, and/or University and/or public and/or professional service which benefits the University.

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

At no level in this procedure shall either a ranked list of candidates for promotion or the vote tallies of the committee be forwarded. Written reasons for support or disagreement with the majority

opinion of the committee are encouraged and shall be forwarded to the next level of review. A candidate may withdraw their name from consideration for promotion at any time.

3. Procedures

a. Recommendations for Promotions

Each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; each of the Schools/Colleges of Education; Law; Nursing; Social Work; Honors; and the School of Information Sciences shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section A.2 of this Article and to those department and School/College factors that may have a bearing on the promotion recommendations. The factors shall distinguish among teaching, scholarship and service, and the balance of requirements for each of these criteria shall be consistent with the distinct responsibilities of each classification: tenure-track faculty, faculty (clinical), faculty (research), and faculty (teaching). However, such factors are not to be interpreted as standards. Department and School/College promotion factors statements must receive the approval of the dean/director of the School/College prior to implementation.

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

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

committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section A.2 of this Article without reference to specific unit factors. The dean/director may also attach appropriate School/College/University factors to the unit factors statements. Factors used in a given case shall have been issued at least twelve (12) months prior to their use and shall have been distributed to each faculty member in the unit.

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

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

b. Department Committee

The department tenure committees in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. In the Eugene Applebaum College of Pharmacy and Health Sciences, and School of Medicine, the department promotion committees may be elected separately from the School/College tenure committee if the department has less than three (3) tenured faculty members. Within each department or equivalent unit with three (3) or more non-

tenure track faculty members, there shall be at least one (1) non-tenure track faculty member, nominated by the faculty in the department or unit, on the faculty Tenure and Promotion or equivalent committee. Non-tenure track faculty shall participate in the review process and participate in and vote on a promotion recommendation for other non-tenure track faculty members. Non-tenure track faculty members shall not participate in or vote on a promotion for tenure-track faculty (unless allowed by department or unit bylaws). Non-tenure track faculty shall not participate in or vote on a tenure recommendation for tenure-track faculty.

A two-thirds (2/3) affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than their current rank. However, if non-tenure track faculty at or above the rank of promotion are not available to serve on the departmental Tenure and Promotion or equivalent committee, non-tenure track faculty may serve on the committee without vote. The department chair (or unit head), regardless of rank, shall chair the committee without vote. A committee representative shall be elected from the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the department committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

For faculty with a joint appointment, the composition of the promotion committee will reflect the proportionality of that appointment, with the stipulation that the tenure home unit will never receive less than fifty percent (50%) representation on these committees.

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

c. Department Chair

Upon receipt of the department committee recommendations the chair or administrator of equal function shall attach their written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean/director of the School/College. The chair shall inform the department committee of their recommendation. The chair, after consultation with the department committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chair shall notify the faculty member of the department committee's recommendation and the chair's own recommendation prior to forwarding them to the dean. In cases where promotion is not recommended, the committee and/or chair may forward a statement explaining the decision to the dean/director.

If there are fewer than three (3) persons on the promotion committee who are eligible to vote, the department bylaws shall be consulted to determine an ad hoc committee. The departmental chair shall possess the authority and functions of the department committee. The chair will consult with those tenured faculty members who hold rank higher than that of the candidate prior to arriving at a positive or negative decision. If the ad hoc committee is only the chair, the chair shall notify both the candidate and the tenured faculty members who hold rank higher than that of the candidate of their recommendation. If the unit bylaws allow, additional ad hoc committee members may include up to two (2) tenured faculty members from a similar department within the University.

d. School/College Committee

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

Irvin D. Reid Honors College, the School/College promotion committees may be elected separately from the School/College tenure committee. Within each College or equivalent unit with three (3) or more non-tenure track faculty members, there shall be at least one (1) non-tenure track faculty member, nominated by faculty in the College or unit, on any committee (e.g., tenure and promotion committee) that evaluates and recommends non-tenure track faculty for promotion. Non-tenure track faculty members shall participate in and vote on a promotion recommendation for other non-tenure track faculty members. Non-tenure track faculty members shall not participate in or vote on promotion for tenure-track faculty (unless allowed by college bylaws). Non-tenure track faculty shall not participate in or vote on a tenure recommendation for tenure-track faculty.

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

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

In the Schools/Colleges of Education; Law; Nursing; Social Work; and in the School of Information Sciences, the School/College committee may initiate promotion recommendations. The recommendations of these committees for the granting of promotions, together with written assessments and supporting documents, shall be forwarded to the dean/director. No member of these

committees shall participate in or vote on a promotion recommendation to a rank higher than their rank.

e. Dean/Director

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

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

B. Academic Staff

1. Definition

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an academic-staff classification is an advancement from one sequential level to the next higher level in that classification. There is no right to receive promotion, but there is a right to fair consideration for promotion as prescribed in this Article.

2. Minimum Service and Degree Requirements

For academic staff there shall be a minimum of three (3) years at each level prior to eligibility for promotion to the next level. In exceptional circumstances and upon the recommendation of the dean/director/vice president and with the approval of the President

or their designee, a member of the academic staff may receive a promotion in fewer than three (3) years. The failure to recommend or grant such approval is not subject to the Grievance Procedure (Article XVII).

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

3. Basis for Promotion Recommendations

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

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

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

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

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

A unit (School, College, or division) where academic-staff personnel are assigned shall delineate, as far as is practical, and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect

to the above criteria and those unit factors that may have a bearing on the promotion recommendations. They shall distinguish among job performance, scholarship (as appropriate), professional achievement, and service. However, such factors are not to be interpreted as standards. Within a unit, members belonging to the same classification may choose to develop factors that are more specific to their classification while consistent with the unit factors statement. The minimum number of academic staff for a classification factors statement is three (3). Academic-staff unit and classification factors statements must receive the approval of the dean/vice president of the School/College or the equivalent administrator in other units prior to implementation.

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

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

issued at least twelve (12) months prior to their use and shall have been distributed to each academic-staff member in the unit.

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

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

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

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

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

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

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

4. Procedures

a. Academic-Staff Promotion Committees

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

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

b. Dean/Vice President

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

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

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

C. Office of the President

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

1. The University Faculty Tenure and Promotion Committee

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

2. The University Academic-Staff Promotion Committee

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

3. General Provisions

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

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

Whenever a dean/vice president appears before either of the University committees, they shall be accompanied by the elected unit committee representative. When the candidate is a member of the academic staff from a unit that does not have a unit committee, they may select a representative to accompany the dean/vice president.

The President retains the ultimate right to grant or to recommend promotion. However, if the President initiates a faculty promotion

recommendation between the last and first days of the academic year as defined in the Letter of Agreement dated August 13, 1992, they will, when practicable, first consult with the promotion committee in the appropriate unit.

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

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

D. Appeal Procedures

1. Notification

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

2. Initiation of Appeal Procedures

a. Faculty

According to length of full-time service in rank at Wayne State University as follows—instructor, lecturer, after three (3) years in rank; assistant professor, after five (5) years in rank; and associate professor, after eight (8) years in rank—faculty members may initiate the appeal procedures described in Sections D.3, D.4.a, and D.5 of this Article.

b. Academic Staff

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

3. Appeal of Faculty Department Decisions

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

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

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

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

4. Appeal of the School/College/Division Decision

a. Faculty

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

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

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

b. Academic Staff

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

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

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

5. Grievance

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

E. Faculty in Centers and Institutes

1. For applications for promotion for faculty members appointed in centers/institutes the composition of the initiating committee will reflect the proportionality of the appointment with the stipulation

that the tenure home unit will never receive less than fifty percent (50%) representation on the committee. The committee should be composed of members from the tenure and promotion committee where the tenure line resides and tenured members elected by the tenured faculty in the center and institute. These members, along with the director of the center/institute and the chair/dean of the unit where the tenure line resides, shall constitute the committee. The director and the chair shall serve without vote. This combined committee shall determine the procedure for selecting external evaluators. A two-thirds (2/3) vote of the eligible faculty members of the committee shall be required for a recommendation for promotion. Committees considering applications for promotion for faculty with appointments in centers/institutes shall apply the center/institute, department (if applicable), School/College and University factors in making their decisions. The faculty member will be considered in the same manner as other promotion applicants.

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

F. Grievance Limitation

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

Article XXIV Professional Duties

I. Faculty Professional Duties

A. Principles

1. The duties of faculty shall be reasonable and fair and shall reflect teaching duties, research activity, creative professional activity, and service to Wayne State University, the profession, and beyond.
2. Each department/unit is encouraged to establish workload policies specific to their discipline for review and approval by the chair/dean. These should allow for a reasonable quantification of workload within each department/unit. The workload of faculty shall be consistent with the University's mission and may consist of a combination of teaching and teaching-related activities, scholarly/creative activity, and administrative/ University/ professional service. Greater proportions of time, energy, and creativity will be manifested in one or another of the faculty member's areas of responsibility at different stages in an individual's career trajectory.
3. Provisions herein are intended to assess the performance of all faculty, in order to identify and reward excellence, and to identify and remedy persistent performance substantially below disciplinary norms and departmental factors of tenured faculty. The purpose of the review process (Section C below) is, further, to assess each member of the faculty in terms of their performance in contributing to the overall goal of making Wayne State University the best possible teaching and research institution it can be. Faculty must participate in the annual salary review process.

B. Determination of Responsibilities & Equitable Distribution of Workload

1. Each faculty member's teaching (i.e., credit hours, course load, new preparations, and class sizes) and research load shall be reasonable and based on disciplinary norms, as well as department factors and norms, existing School/College/division norms, and the information contained in the faculty member's annual salary report.

2. So that workload shall be equitably distributed, in classes of seventy (70) or more students the instructor may request a grader who shall be assigned to aid the instructor of the course. If the request is denied, the chair/dean/director will explain the reason for the denial. The instructor may ask for a review of the denial by the appropriate unit committee, but if no compromise can be reached, the chair's/director's decision will prevail.

C. Professional Review and Development

1. Each faculty member's annual report should consist of (a) an updated professional record (last 3 years) and; (b) a summary of the teaching evaluations for the previous 3 years. All faculty members are required to submit an annual report and to participate in this process. Failure to participate in the annual process shall result in no travel support and no credit toward sabbatical leaves. Failure to participate in the annual process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise.
2. Professional development of faculty is important throughout the many stages of a faculty member's career. Accordingly, each year seventy-five thousand dollars (\$75,000) will be allocated to support professional development activities for tenured faculty. Non-tenure track faculty who have been at WSU for at least eight (8) years as full-time faculty are also eligible. The Office of the Provost will administer these funds and will issue an annual report regarding their distribution.
3. Reviews of faculty members should reflect their assigned duties. Service to the University, the profession, or the community that is substantially above the unit's factors and norms should be considered as a positive and taken into account in considering the faculty member's overall performance.
4. Each unit salary committee will give a rating of satisfactory or less than satisfactory based on the department/unit factors and norms to faculty members in each appropriate category. A rating of less than satisfactory indicates that an individual is performing at a level substantially below the unit's factors and norms. All faculty members will receive their unit committee's ratings within ten (10) days of the committee's recommendations. Upon the request of a faculty member receiving a rating of less than satisfactory to the chair/director or similarly situated unit administrator, a meeting with that administrator will be held within ten (10) days to ascertain the reasons for the rating and discuss recommendations and

resources available, including funds, for improvement. Nothing in this Article prevents the chair or other unit administrator from discussing the outcome of any review with the faculty member and providing informal guidance as to ways of modifying and improving performance.

5. If, in the course of the regular annual salary review, the School/College Salary Committee (in non-departmentalized units) concludes that a faculty member has been performing at a level substantially below the unit's factors and norms (i.e., a rating of less than satisfactory), in scholarly/creative activity, and/or teaching, the committee may, upon a 2/3 vote, recommend to the dean that a peer mentoring committee be established to address the issues raised during the review.

If, in the course of the regular annual salary review, the Department Salary Committee (in departmentalized units) concludes that a faculty member has been performing at a level substantially below the unit's factors and norms (i.e., a rating of less than satisfactory), in scholarly/creative activity, and/or teaching, the committee may, upon a 2/3 vote, recommend to the chair/director that a peer mentoring committee be established to address the issues raised during the review. The chair or equivalent unit administrator will forward the recommendation to the College Salary Committee.

If, in departmentalized colleges, there are disagreements between departmental and College committees on whether or not mentoring should be recommended, the College Committee's recommendation shall be final if a 2/3 vote of the College Committee is achieved. If the 2/3 vote is not achieved, the department committee's decision will stand. If the College Salary Committee's prevailing decision is to recommend mentoring, the recommendation will be communicated to the dean, who will inform the chair that a peer mentoring committee (see 5.a. below) is to be established.

- a. If peer mentoring is to proceed, a mentoring committee shall be appointed and will consist of three (3) bargaining-unit members of the faculty of equal rank or higher: one (1) chosen by the unit salary committee; one (1) by the chair/director of the unit; and one (1) by the faculty member. If the faculty member is a full professor, they may in some cases select as their choice for the mentoring committee a faculty member with the rank of associate professor. If the faculty member does not select a member of the mentoring committee within

fifteen (15) working days of written notification from the chair, then the unit Promotion and Tenure Committee shall select a mentor on the faculty member's behalf within fifteen (15) working days from the written notification to the Promotion and Tenure Committee. The mentoring committee may include up to two (2) members from outside the unit, with one of those choices being reserved for the faculty member being mentored. The faculty member being mentored may object to a maximum of two (2) choices of particular faculty members being appointed to the mentoring committee. The chair or unit administrator shall facilitate the first convening of the committee within thirty (30) days of identification of the three (3) committee members and provide for such administrative support as may be needed by the committee during the course of development, implementation, and monitoring of the progress of the Mentoring Plan. The committee shall be charged with meeting with the faculty member to assess the circumstances that led to expectations not being met and take into consideration exceptional service, overall work, and other unusual conditions beyond the control of the faculty member. The mentoring committee, in consultation with the faculty member, will develop a program for improvement (Mentoring Plan) in areas identified as deficient and a plan for how these will be assessed. The Mentoring Plan and assessment process shall be developed no later than thirty (30) days after the start of the fall semester. In developing the plan, the mentoring committee may consult as well with the unit administrator or other individuals as needed. The developed Mentoring Plan must be approved by a majority of the mentoring committee.

- b. Once the Mentoring Plan is developed, it shall be no shorter than one (1) academic year in length. The mentoring committee will review progress with the faculty member on an on-going basis and submit their written progress report to the unit salary committee annually. The unit salary committee shall review the written progress report to determine if satisfactory progress has been made in improving the performance of the faculty member. If the unit salary committee deems that the program has been sufficiently effective, it will inform the faculty member and the mentoring committee in writing that mentoring is concluded. If the progress has been satisfactory but not sufficient to conclude the program, mentoring will continue.

- c. If the Mentoring Plan is judged not to have been effective in the view of the unit salary committee based on the written progress reports from, and additional consultation with, the mentoring committee, no sooner than the end of the second academic year, the unit salary committee shall recommend to the unit administrator a continuation of the program or, refer the matter to the chair/director of the unit for whatever action they choose to take consistent with the terms of this Agreement and the Board of Governors' statutes. When the Mentoring Plan has been judged not to be effective, the faculty member will have the opportunity to write a statement to accompany the report to the unit administrator.
- d. The statements in this subsection are intended to address potential changes in assignment that arise within the context of the annual salary review process as discussed in this Article. The statements in this section are not intended to address temporary situations where faculty members may, for example, chair a committee with very high demands on their time, where a course release is understood to end at the conclusion of the committee work. Nor are they intended to address situations where, for disciplinary reasons, the unit administrator, in consultation with their supervisor, removes a faculty member partially or completely from one or another aspect of their assignment.
 - 1) In circumstances recognized as warranted by the chair (dean/director in non-departmentalized units) in consultation with the appropriate unit committee, and with the faculty member, as well as with the approval of the dean, the chair may substitute authorized University activity for all or a portion of the teaching workload. Authorized University activity may include, but is not limited to, scholarly research, publication, or equivalent creative activity, and/or organized University or public service. Faculty assigned a decreased teaching assignment and willing to accept it in lieu of some or all of their teaching, will submit documentation in subsequent reviews of activity and achievements in scholarly/creative activity, service activities, and the teaching that is assigned.
 - 2) In circumstances recognized as warranted by the chair (dean/director in non-departmentalized units) in consultation with the appropriate unit committee, and with the faculty member, as well as with the approval of the

dean, the chair may substitute an increased teaching and/or service load for all or a portion of assigned research/creative activity. Such authorized activity may include, but is not limited to, the increased teaching load and/or organized University or public service. Faculty assigned an increased teaching and/or service load and willing to accept it in lieu of scholarly/creative activity are exempt from the review of scholarly/creative activity, but will submit documentation of teaching and service activities and achievements in subsequent reviews.

- 3) A faculty member working under a differential teaching and/or service load may submit a plan to the unit salary committee during the fall semester addressing a revision in assignment to return to department and disciplinary norms in teaching. Upon the approval of the plan by the salary committee and the unit administrator, the faculty member may request from the unit administrator an assignment parallel to the one held prior to the differential assignment for at least two (2) semesters, renewable on an annual basis for a maximum of two (2) years. If the faculty member's research productivity and/or teaching (as defined by relevant factors) has improved after two (2) years of returning to the prior assignment, the faculty member may request from the unit administrator a return to the assignment held prior to the differential teaching and/or service load. The unit administrator shall consult with the unit salary committee before making a decision. If the faculty member's research productivity and/or teaching (as defined by relevant factors) has not improved after two (2) years of returning to the prior load, the differential assignment will be reinstated; and a new plan to return to the prior assignment may not be submitted by the faculty member for a period of one (1) year from when the differential assignment was reinstated.

II. Academic Staff Professional Duties

A. Definition of Duties

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

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

B. Determination of Academic-Staff Responsibilities and Distribution of Workload

Each department/unit is encouraged to establish workload policies specific to their discipline for review and approval by the chair/dean/director. These should allow for a reasonable quantification of workload within each department/unit. Each academic-staff member's responsibilities and workload shall be reasonable and based on said unit factors and norms, existing School/College/division norms, and the information contained in the academic-staff member's annual salary report.

C. Professional Review and Development

1. Each academic-staff member's annual report should consist of (a) an updated professional record (last 3 years) and; (b) a summary of the teaching evaluations for the previous 3 years. All academic-staff members are required to submit an annual report and to participate in this process. Failure to participate in the annual process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise.
2. Each unit or School/College/division salary committee will give a rating of satisfactory or less than satisfactory to academic staff in each appropriate category based on the department/unit factors and norms. A rating of less than satisfactory indicates that an individual is performing at a level substantially below the unit's

factors and norms. All academic staff members will receive their unit's ratings within ten (10) days of the committee's recommendations. Upon the request of an academic staff member receiving a rating of less than satisfactory to the chair/director or similarly situated unit administrator, a meeting with that administrator will be held within ten (10) days to ascertain the reasons for the rating and discuss recommendations and resources available, including funds, for improvement. Nothing in this Article prevents the chair or other unit administrator from discussing the outcome of any review with the academic-staff member and providing informal guidance as to ways of modifying and improving performance.

3. Reviews of academic staff should reflect their assigned duties. Service to the University, the profession, or the community that is substantially above the unit's factors and norms should be considered as a positive and taken into account in considering the academic staff member's overall performance.
4. If, in the course of the regular annual salary review, the School/College/division salary committee (in a non-departmentalized unit) concludes that an academic-staff member has been performing at a level substantially below the unit's factors and norms (i.e., receives a rating of less than satisfactory), the salary committee may, upon a 2/3 vote, recommend to the unit administrator that a peer mentoring committee (see C.4.a, below) be established to address the issues raised during the review.

If, in the course of the regular annual salary review, the School/College/division salary committee (in a non-departmentalized unit) concludes that an academic-staff member has been performing at a level substantially below the unit's factors and norms (i.e., receives a rating of less than satisfactory), the salary committee may, upon a 2/3 vote, recommend to the unit administrator that a peer mentoring committee (see C.4.a, below) be established to address the issues raised during the review.

If, in the course of the regular annual salary review, the Department/unit (for departmental equivalent units) salary committee (in departmentalized units) concludes that an academic-staff member has been performing at a level substantially below the unit's factors and norms, the committee may, upon a 2/3 vote, recommend to the chair/director that a peer mentoring committee be established to address the issues raised during the review. The chair or equivalent unit administrator will

forward the recommendation to the School/College/division salary committee.

If there are disagreements between unit and School/College/division committees on whether or not mentoring should be recommended, the School/College/division committee's recommendation shall be final if a 2/3 vote of the School/College/division committee is achieved. If the 2/3 vote is not achieved, the unit committee's decision will stand. If the School/College/ division salary committee's prevailing decision is to recommend mentoring, the recommendation will be communicated to the dean, who will inform the unit administrator that a peer mentoring committee (see C.4.a, below) is to be established.

- a. If peer mentoring is to proceed, the mentoring committee shall be appointed and will consist of three (3) bargaining-unit members of the academic staff of equal rank or higher: one (1) chosen by the unit or School/College/division salary committee; one (1) by the chair/dean/director of the unit; and one (1) by the academic staff member. If the academic-staff member is at the highest rank, they may in some cases select as their choice for the mentoring committee an academic-staff member with the rank a single step below their own. If the academic-staff member does not select a member of the mentoring committee within fifteen (15) working days of written notification from the unit administrator, then the unit Promotion and Tenure/ESS Committee shall select a mentor on the academic-staff member's behalf within fifteen (15) working days from the written notification to the Promotion and Tenure/ESS Committee. The mentoring committee may include up to two (2) members from outside the unit, with one of those choices being reserved for the academic-staff member being mentored. The academic-staff member being mentored may object to a maximum of two (2) choices of particular academic-staff members being appointed to the mentoring committee. The unit administrator shall facilitate the first convening of the committee within thirty (30) days of identification of the three (3) committee members and provide for such administrative support as may be needed by the committee during the course of development, implementation, and monitoring the progress of the mentoring plan. The committee shall be charged with meeting with the academic-staff member to assess the circumstances that led to expectations not being met and take into consideration exceptional service, work overall, and other unusual

conditions beyond the control of the academic-staff member. The mentoring committee, in consultation with the academic-staff member, will develop a program for improvement (Mentoring Plan) in areas identified as deficient and a plan for how these will be assessed. The Mentoring Plan and assessment process shall be developed no later than thirty (30) days after the start of the fall semester. In developing the plan, the mentoring committee may consult as well with the unit administrator or other individuals as needed. The developed Mentoring Plan must be approved by a majority of the mentoring committee.

- b. Once the Mentoring Plan is developed, it shall be no shorter than one (1) year in length. The mentoring committee will review progress with the academic-staff member on an on-going basis and submit their written progress report to the unit salary committee annually. The unit salary committee shall review the written progress report to determine if satisfactory progress has been made in improving the performance of the academic-staff member. If the unit salary committee deems that the program has been sufficiently effective, it will inform the academic-staff member and the mentoring committee in writing that mentoring is concluded. If the progress has been satisfactory but not sufficient to conclude the program, mentoring will continue.
- c. If the Mentoring Plan is judged not to have been effective in the view of the unit salary committee based on the written progress reports from, and additional consultation with, the mentoring committee, no sooner than the end of the second year, the unit salary committee shall recommend to the unit administrator a continuation of the program or, refer the matter to the chair/director of the unit for whatever action they choose to take consistent with the terms of this Agreement and the Board of Governors' statutes. When the mentoring plan has been judged not to be effective, the academic-staff member will have the opportunity to write a statement to accompany the report to the unit administrator.

D. Request for Review of Change in Duties

1. If an academic-staff member is assigned a substantial change in duties as referenced in Article XXIV.II.A.1, which they consider contrary to their current job classification and professional qualifications, but within the broader category of the academic staff classifications across the University, they shall commence

the performance of the new duties as assigned while seeking to settle the dispute via a meeting with the dean/director/vice president/Provost (or their designee) as provided below. If the duties are outside of the broader category of the academic staff classification across the University, the new duties do not have to be performed until after the meeting to settle the dispute has occurred. The request for a meeting must be made in writing within ten (10) working days after the academic-staff member has been notified of the proposed duties change by certified mail or after having been personally served in writing. At the academic-staff member's option, an AAUP-AFT representative may be present at the meeting. The meeting must be held within ten (10) working days of the academic-staff member's written request.

2. If a mutually agreeable solution is reached at the conclusion of the meeting, the dean/director/vice president will write a new job description for the academic-staff member. The new job description will be provided within five (5) working days of the meeting. If the academic-staff member agrees with the new description of duties, they will sign it, and it will be effective on the date to which they and the dean/director/vice president agree.
3. If a mutually agreeable solution is not reached at the conclusion of the meeting, or upon review of the new description of duties, the AAUP-AFT may refer the matter, within five (5) working days, to an Appeals Committee of six (6) members selected from the Article XXX Hearing Panel for Academic-Staff Tenure and Promotion, empanelled according to the procedures under Article XXX. The Administration shall select three (3) members, and the Association shall select three (3) members. The President or their designee shall designate a person as chairperson who shall have the power to call meetings of the Appeals Committee and shall preside over the proceedings of the committee. Each three (3)-member group shall have no more than one (1) person from any School/College. The chairperson shall have no vote except in the case of a tie among other Appeals Committee members. The committee shall be appointed within five (5) working days after the referral is made.

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

Standing-panel members serve for two (2)-year terms, with the initial panel selected with staggered terms.

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

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

The Appeals Committee shall meet, review, and submit its written recommendations to the President or their designee within fifteen (15) working days of its appointment. The committee shall confine its consideration and recommendations to the facts and circumstances surrounding the particular change in duties concerned. Any Appeals Committee member may append a minority report.

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

member's changes in duties are contrary to their job classification and professional qualifications.

6. If an academic-staff member believes that additional duties meant to be temporary or more limited in scope have accumulated to the point where they are no longer fair or reasonable, the academic-staff member may ask for a meeting with the immediate supervisor to discuss plans for ending or modifying the additional duties. At the academic-staff member's option, an AAUP-AFT representative may be present at the meeting. If the outcome of the meeting is not satisfactory, the academic-staff member may appeal this accumulation of duties to the next level of supervision. If a member's appeal to the dean/vice president is unsuccessful, the Association may appeal to the Provost's Office on the member's behalf.

Article XXV Personnel Files

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

A post-employment personnel file will be maintained electronically for each bargaining-unit member by the University. This file will include any and all materials related to the official outcome of disciplinary/ personnel actions. Individuals and University Administrators may add to their files any materials that are reasonable and appropriate.

An additional School/College or department post-employment file will be maintained for each bargaining-unit member within the department or School/College/division as appropriate. This file shall contain either originals or copies of any and all materials (except for those materials which are readily accessible and outside letters as described below) used by the unit in tenure and promotion and selective salary proceedings, as well as any annual reviews or disciplinary proceedings. Each unit shall inform bargaining-unit members at least annually of the need to review and update their files prior to initiation of the review by unit committees (or the appropriate administrative officer in units where there are no committees) for the purpose of consideration for tenure, promotion, and/or selective-salary recommendations. Letters of evaluation and recommendation concerning a bargaining-unit member shall be abstracted to protect the anonymity of the authors. Individuals and University Administrators may add to their files any materials they consider appropriate.

Except for pre-employment documents, individuals in the bargaining-unit shall have access to either of the above-mentioned personnel files. The President or their designee shall comply with a request for such access within five (5) working days. Individuals may request that duplicates of any materials in the file be made at the individual's own expense. This Article shall not be construed to diminish a right of access of individual bargaining-unit members to their post-employment records as otherwise provided by law.

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

The author or preparer of all materials placed in the personnel file shall be identified. If an item is placed in the file by someone other than the bargaining-unit member and that member has not previously been presented with the document or a copy, or that the member should have known was being added (as in the case of letters of evaluation included in various peer review processes included in this Agreement), the member shall be provided with notice of the addition to their personnel file within five (5) working days.

Article XXVI

Research and Professional Development Grants and Programs

A. Research Grants

During the life of this Agreement, the University shall provide annually at least one hundred sixty thousand dollars (\$160,000) for research grants evaluated by the University Research Grant Committee. The grants provide funding for regular full-time tenure-track (not tenured) Assistant or Associate Professors, as well as Academic Staff, Lecturers, Senior Lecturers, Clinical Faculty, and Research Faculty in their first seven (7) years at WSU.

B. Educational Development Grants

During the life of this Agreement the University shall provide annually at least fifteen thousand dollars (\$15,000) for educational development grants evaluated by the University Educational Development Grant Committee. Faculty and academic staff as defined by this contract are invited to apply for awards.

C. Academic-Staff Professional Development Program

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

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

D. Committee Procedures and Composition

The procedures for selecting the University Research Grant Committee, the University Educational Development Grant Committee, and the Academic-Staff Professional Development Program Committee are to be consistent with the procedures specified in Article XXX.

E. Unexpended Balances

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

Article XXVII Bylaws and Voting Rights

A. Establishment of Unit Bylaws

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

School/ College/ division/ center/ institute procedures or Roberts Rules of Order.

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

B. Participation in Academic-Governance Activities

The rights of bargaining-unit members to participate with vote in the academic-governance activities addressed in Articles XII (Compensation), XVIII (Selection Advisory Committees), XXX (University-Wide Committees), and XXXI (Budget Advisory Committees) shall not be abridged. Their rights to participate with vote in academic-governance activities, including activities addressed in Articles XX (Term Appointments), XXI (Employment Security Status Procedures), XXII (Tenure Procedures), and XXIII (Promotion Procedures), shall be determined under the bylaws of the units and under other provisions of this Agreement and such additional rules as may be agreed upon by the University Administration and the Association.

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

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

C. Periodic Review of Bylaws

Not more frequently than once each five (5) years, the President or their designee may request a review of the bylaws of any department/ School/ College/ division/ center/ institute to determine whether they continue to comply with the statutes and policies of the University and with this Agreement. The unit shall have three (3) months to complete its review and/or revisions of such bylaws, and the President or their

designee shall have three (3) months to complete their review. If the President or their designee fails to act within the three (3)-month period, the bylaws shall be treated as approved for purposes of this Article. If the President or their designee rejects any provisions in the submitted bylaws, they shall return the bylaws to the unit with a statement of reasons for their disapproval. The unit may resubmit its bylaws, with revisions, for approval within three (3) months. If the unit does not resubmit its bylaws or if the President or their designee does not approve the resubmitted bylaws, the unit shall conduct its affairs in accordance with established department/ School/ College/ division/ center/ institute procedures or Roberts Rules of Order.

Article XXVIII

Tuition Assistance Program and Auditing

A. Definition

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

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

B. Admission

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

C. Enrollment

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

D. Eligibility

To be eligible for tuition assistance:

1. The faculty or academic-staff member must have been appointed prior to the last day of final registration for the term for which they plan to register.
2. College admission requirements must be met.
3. Total credit hours taken in a given term shall not exceed eight (8) hours. Exceptions to this regulation shall be made only upon prior written approval of the chair and dean/vice president of the unit where the faculty or academic-staff member is employed.
4. Faculty or academic-staff members shall submit to Benefits Administration a signed Tuition Assistance Application (Form 10-780) at least five (5) working days prior to registering. Failure to submit an application before the end of the term will forfeit eligibility under the program for that term.

E. Forfeit of Benefit

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

1. A passing grade or mark is not achieved.
 - a. For the purpose of establishing eligibility for this program undergraduate grades of A, B, C, D and graduate grades of A, B, C shall be considered passing grades. Marks of P or S shall be considered passing.
 - b. Marks of "Deferred" (Y) must be resolved into passing grades within twelve (12) months following termination of the term in which the course was elected. An extension for an additional twelve (12) months may be granted upon the written approval of the President or 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. Marks of I or Y must be resolved into passing grades or marks prior to employment termination date.
 - e. Marks of I or Y must be resolved into passing grades or marks prior to certification of degree.
2. The faculty or academic-staff member does not remain on the active payroll for the entire term in which they make application for the tuition assistance.

F. Course Work in Relation to Working Hours

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

G. Collection of Forfeited Tuition Assistance Amounts

If a faculty member or an academic-staff member forfeits eligibility for tuition assistance under the Tuition Assistance Program and does not make prompt reimbursement of the full amount owed to the University, the University may use payroll deductions (of not more than fifteen percent [15%] of the gross amount of each biweekly paycheck) or other appropriate means to assure prompt collection of all forfeited tuition assistance amounts.

H. Tuition Reduction for Spouses and Children

1. The spouse or Other Eligible Person of any bargaining-unit member and/or children younger than twenty-six (26) years of age who are admitted to the University through its normal procedures shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent (50%) of the regular graduate or undergraduate tuition rate per credit hour according to their student rank. The spouse, Other Eligible Person, and/or children shall be encouraged to apply for

appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the spouse, Other Eligible Person, and/or children for such enrollment.

2. If a bargaining-unit member is disabled or dies while holding tenure or ESS at Wayne State University, their children younger than twenty-six (26) years of age are eligible for tuition reduction benefits. Children younger than twenty-six (26) years of age who are admitted to the University through its normal procedures shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent (50%) of their student rank. The children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the children for such enrollment.
3. The tuition reductions described in H.1 and H.2 do not apply to registrations of students in the School of Medicine who are seeking the M.D. degree, students in the College of Pharmacy and Health Sciences who are seeking the Pharm.D. degree, and students in the Law School who are seeking the J.D. degree.
4. The bargaining-unit member, or the eligible survivor of a deceased bargaining-unit member, must apply for tuition reduction by the end of the term for which the reduction is requested by submitting a completed application to Benefits Administration.

I. Auditing Classes

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

Article XXIX Evaluation and Assessment of Teaching

A. Evaluation of Teaching

1. Peer Evaluation

Peer evaluation of teaching enables peers to evaluate their colleagues during actual teaching sessions, for the purpose of

enhancing student success, as well as the professional development and teaching effectiveness of faculty.

Peer evaluation is a voluntary process, initiated by the faculty member who is interested in such an evaluation; it may, however, be required by individual departments for pre-tenure tenure-track faculty and/or by accreditation agencies. Faculty members who do select to have peer evaluation of teaching may use those evaluation reports in their annual review and/or selective-salary review process.

2. Student Evaluation

Each appropriate unit of the faculty shall make provisions for student evaluation of faculty teaching through the use of a standard Student Evaluation of Teaching form (SETf) established by the University. The unit may also include a form which has been developed for the specific use of that unit. Units that choose to include a supplemental form must develop and periodically review the evaluation form in coordination with the unit's policy, executive, or other appropriate representative faculty body in the unit.

3. Additional Elements

Faculty may also submit supplementary teaching materials (up to seven [7] items), in addition to the SETf. These may include materials such as qualitative student comments, OTL Mid-semester Assessment Programs (MAPs), evidence of pedagogical innovation and development, narratives to contextualize SETf scores, and unsolicited student testimonials or feedback. Faculty may also submit them to the chair and other appropriate administrative officers for the purpose of assessing the individual's teaching performance and for the purpose of program review. The anonymity of the students shall be preserved.

The results of the teaching evaluations, including from the unit's unique evaluation form, shall be made available to the individual, to the unit committee(s) charged with making personnel decisions (to include, but not limited to, renewal, tenure, promotions, and salary adjustments), and to the chair and other appropriate administrative officers for the purpose of assessing the individual's teaching performance and for the purpose of program review. Data from SETfs may not be the only basis to determine teaching performance or for comparisons between units.

B. Teaching Portfolios

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

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

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

No later than February 15 of a given year the President or their designee may request that a unit review its portfolio policy statement, and by no later than March 31 of that year the unit shall either reaffirm its current portfolio policy statement or submit a revised statement. The reaffirmed or revised statement must receive the approval of the dean/director of the School, College, or equivalent unit prior to implementation. If the dean/director and unit are unable to agree upon a portfolio policy statement, the President or their designee shall appoint a committee of faculty, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the statement by September 30. Such a statement shall be in effect for the following academic year. The previous portfolio statement shall remain in effect prior to formal implementation of the newly developed portfolio statement.

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

C. Standing Committee on Teaching Evaluation and Assessment

A committee composed of three (3) members appointed by the Association and three (3) members appointed by the University shall serve as an advisory board to the Provost; and shall consider and make recommendations on revisions to the evaluation of teaching

described above (not just related to the SETf) including any quantitative or qualitative instruments used. The University and the Association shall each appoint one (1) member of the committee to serve as co-chairs. The committee shall also consider requests for waivers from use of the SETf, or proposals for alterations in the SETf or similar questionnaires or processes used to evaluate teaching. Each appointing entity should appoint, among its appointees, some person having expertise in evaluation.

If the committee makes recommendations that the Provost is not prepared to implement, these differences will be discussed with the committee. If there is not a satisfactory resolution to these differences, the current process for the evaluation of teaching described above and standard form shall remain in use.

Article XXX **University-Wide Committees**

Every year before the end of the winter semester, the Provost or their designee will solicit in writing nominations from each of the units with represented faculty and/or academic-staff members for membership on each of the contractually constituted University committees. The Office of the Provost will provide to the dean/vice president, in conjunction with this request for nominations, information for each of these committees on eligibility requirements for potential committee members and the minimal number of nominees to be sent forward from each unit. Calls for nominations shall be sent by the Office of the Provost to all bargaining-unit members. To emphasize the importance of service on university-wide committees, the Association will send an email every year by the second week of March to all bargaining-unit members encouraging faculty and academic staff to serve on these committees.

Faculty and academic-staff members may nominate themselves or be nominated (with their consent) by their colleagues and/or the administration of the unit. The dean/vice president shall present the full slate of nominees to an appropriate faculty or academic-staff committee of the School, College, or division for consideration. A slate of eligible individuals meeting the minimum number will be selected for each committee by the appropriate faculty or academic-staff committees of the School, College, or division in consultation with the unit dean/vice president. The Academic Senate Policy Committee and the Provost will select members of the committees from the slates presented, with membership to start at the beginning of the fall semester. If someone on the list for a given committee is found to be ineligible, the members of the committee will be chosen from among the remaining names on the slate.

Article XXXI Budget Advisory Committees

Upon a majority vote of the faculty and academic staff of the departments in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; and Pharmacy and Health Sciences; and, in the Schools/Colleges of Education; Honors; Law; Nursing; Social Work; and Information Sciences, a committee will be elected, and upon a majority vote of the librarians in the University Libraries and of the archivists in the Archives a committee will be elected, with which the chair/dean/director will consult concerning the general budgetary priorities of the unit.

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

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

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

The department chair, dean, or unit administrator shall consult with the BAC on significant budgetary matters, including, but not limited to budget submissions; projected budget-reduction proposals (whether initiated at the unit or division level or by the upper Administration); multi-year plans; budgetary aspects of strategic plans; and travel policies and priorities. Attempts shall be made to consult with BAC members prior to finalizing those decisions or forwarding a recommendation for action to other administrators.

BAC Consultation with Bargaining-Unit Members

In carrying out its charge, a BAC may meet without an administrator. At any time, the BAC may request a meeting of the bargaining-unit members with the unit administrator for consultation with and reporting to the bargaining-unit members regarding the budgetary priorities and issues that may have arisen through the BAC's meetings. Upon a reasonable request of the BAC, the unit administrator will assist the BAC in providing

notice of such meetings to bargaining-unit members and will provide space for the meeting within the regular rules for reserving space within that unit.

Article XXXII Equal Opportunity and Inclusion

Wayne State University and the Association recognize a moral and educational responsibility to foster a climate of inclusion and equity throughout the University, to advance social justice, accessibility, and equity for marginalized peoples within our diverse campus community.

The work of the DEI Council will be ongoing. The Association shall appoint two (2) representatives from the bargaining unit to serve on the DEI Council (or similarly functioning body) and identify one (1) of the two (2) representatives who shall be a member of the Executive Subcommittee (or similarly functioning leadership subcommittee). The Association may replace or reappoint these representatives annually or as vacancies occur. The appointment of Association representatives shall not diminish the right of the Association to submit a demand to bargain on any matters emerging from the work of the DEI Council (including, but not limited to, the proposals or actions of the DEI Council) that are subject to collective bargaining.

The University and the Association reaffirm that the Association is the exclusive collective bargaining representative of bargaining-unit members with regard to “wages, hours, and other terms and conditions of employment.” The University President or their designee shall notify the Association of any proposed policy or change in practice that may constitute a change in matters that are subject to collective bargaining; and shall consult with the Association regarding the proposed change prior to any implementation.

Starting in AY 24-25, the University Administration shall annually update the campus community on Diversity, Equity, Inclusion, and Accessibility (DEIA) initiatives and outcomes at the University. This update may be in the form of e.g., a town-hall, symposium, or report.

Article XXXIII Transfers between Bargaining Units

A member of this bargaining unit who resigns to accept a position in another bargaining unit within the University whose contract contains a similar provision is eligible for transfer back into this bargaining unit, either to their previous position if available, or to their previous classification if a suitable vacancy exists. Beginning on the first (1st) date of service in the other bargaining unit, the period of eligibility for transfer back to this

bargaining unit is six (6) months for non-tenured bargaining-unit members and those not holding employment security status and one (1) year for bargaining-unit members holding tenure or employment security status. However, the period of eligibility shall not extend beyond the termination date of the last appointment in this bargaining unit of a bargaining-unit member on term appointment. If their previous position is no longer available, and no suitable vacancy exists in their previous classification, the bargaining-unit member may exercise their rights under Article X.

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

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

Article XXXIV Spring-Summer Term and Overload Compensation

A. Spring-Summer Within-Load Assignments

1. New and Renewal Contracts

In Schools/Colleges with full-time academic programs that are structured to include required coursework that is offered only during spring-summer semester as part of the core curriculum, mandatory spring-summer within-load assignments may be made for the period April 1 through December 31 or January 1 to August 30 to faculty members with nine (9)-month appointments. In such circumstances, beginning September 1, 2002, the University may offer to new faculty appointees and their subsequent renewal contracts, appointments providing spring-summer and an alternate fall or winter semester teaching assignment as a mandatory condition of appointment or reappointment.

2. Continuing Contracts

Mandatory spring-summer within-load assignments may also be made for the period April 1 through December 31 for bargaining-unit members on nine (9)-month appointments who are in units with substantial enrollment difficulties which could be alleviated by such assignments. An attempt will be made to secure volunteers

for such assignments. If the number of faculty who volunteer is insufficient, the University will proceed as specified below.

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

B. Spring-Summer Additional Service and Overload Compensation Rates

If a faculty member is asked to teach (or wishes to teach) an extra class (above and beyond their normal teaching load in a given academic year), the faculty member will either be compensated by an equivalent reduced teaching load in a following semester or by additional compensation during the semester where the overload occurs. The rates of compensation per credit hour shall be negotiated between the unit and the faculty member, and shall be at least \$1800 per credit hour but no more than \$3600 per credit hour. The maximum of \$3600 per credit hour may be exceeded with Provost approval.

The decision on whether to accept an overload assignment is entirely up to the faculty member and refusal to do so cannot be held against the faculty member in annual reviews, renewals, or P&T decisions.

Article XXXV Just Cause

The University may engage in the discipline, including the disciplinary discharge, of a bargaining-unit member only for just cause. Discharge shall be deemed to refer only to termination of a current employment agreement prior to its expiration date, termination of employment security status, or termination of tenured employment. For any discipline that progresses to a possible discharge, the University and the Association will adhere to the Board of Governors Statute 2.51.01.

Article XXXVI Resignation

A. Faculty

A faculty member on nine (9)-month appointment should not resign in order to accept other employment as of the end of the academic year, later than April 15, or thirty (30) days after receiving notification of the terms of their reappointment for the following year, whichever occurs later. A faculty member on twelve (12)-month appointment should not resign in order to accept other employment without at least forty-five (45)-days' notice or adequate notice to meet the instructional and/or clinical requirements of that academic term, whichever occurs later.

When a member of the faculty has not given the appropriate notice, the University may request a one (1)-semester delay of resignation and may advise the hiring institution of that request when the loss of teaching or research service may be critical to the University.

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

B. Academic Staff

An academic-staff member should not resign in order to accept other employment without a two (2)-week (non-tenured) or thirty (30)-days (tenured or with employment security status) prior notice in writing to their immediate supervisor.

Article XXXVII Flexible Work Arrangement Program for Academic Staff

A. Definition

A flexible work arrangement refers to work schedules and work locations that fall outside of a department's established schedule and location(s). Such arrangements include remote/hybrid work, flex time, an alternative schedule, and a compressed work week.

Remote Work is working from locations outside of the campus. Hybrid Work is a combination of on and off-campus remote work, based on a pre-approved schedule. Once approved, the schedule will remain in place and be reviewed annually.

Flex time refers to a workday with variable start and end times, of the member's choice and with supervisor approval. The member still works their regular total scheduled hours per week.

An alternative schedule allows the member to change their start and end times, which then becomes their regular work schedule. Once agreed upon, the schedule remains consistent until an approved change is made.

A compressed work week is the consolidation of a 37.5 hour week compressed into fewer than five work days. This is usually offered for department-wide usage for specified periods (summer months, for example), but could be used by individuals as well. If it is a department-wide initiative, individual employees may opt out. Compressed work weeks can be modified or canceled in whole or in part at management's discretion due to holidays or other operational and academic needs.

B. Procedures

Determinations around a member's request for a flexible work arrangement, including a remote work arrangement, will be based on that individual's job responsibilities and the operational needs of the unit/department. Academic staff can work a maximum of two (2) remote days or fifteen (15) hours per week as approved by their supervisor. Requests for non-temporary increases to the two (2) day maximum remote work schedule must be approved by the Dean or Assistant/Associate Vice President of the employee's department/unit. Approval or reason for denial of the request must be provided to the employee in writing within ten (10) working days of the request.

FWAs may be discontinued or modified by the supervisor based on the changing academic and/or operational needs of the department and/or at the employee's request. The reason for modifying or discontinuing a request must be provided to the employee in writing within ten (10) working days. Additional on-campus work may be required during critical or peak times of the year or to participate in meetings, activities, and events. Department supervisors will determine those times and communicate such needs to staff, when possible, at least ten (10) days in advance of such scheduling changes. Employees may also be required to work in-person, on-campus, if requested by the supervisor, on day(s) that are normally to be remote workdays. In such cases, a "replacement" remote workday(s) may be requested, but it is not required to be provided by the University. Employees will not be reimbursed for mileage if required to come to work on campus on a normal remote workday.

If a flexible or hybrid/remote work schedule request is not approved, is modified, or is discontinued, the employee may appeal the decision within ten (10) working days to one level above their supervisor. In most cases, this will be to the dean/vice president or their designee. The dean/vice president's decision is final. Approval or reason for denial, modification, or discontinuation of the request must be provided to the employee in writing within ten (10) working days of the request.

If the dean/vice president is the immediate supervisor, the request to reconsider is made to the Provost or their designee. Approval or reason for denial, modification, or discontinuation of the request must be provided to the employee in writing within ten (10) working days of the request. The Provost's decision is final.

No denied flexible work agreements under this article may be grieved under this agreement or under any previous agreement.

Article XXXVIII
Duration of Agreement and Cessation of Bargaining

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of June 30, 2027, when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2027. Such written notice shall be sent by registered or certified mail to the other party.

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

Signatories of Agreement
[To be inserted]

Historical Letters of Agreement
[To be inserted]

August 5th, 2024

Pramod Khosla Chief Negotiator
AAUP-AFT LOCAL 6075, AFL-CIO
Wayne State University Chapter

REFERENCE: Increased Deductible Amounts

Dear Professor Khosla:

It is agreed that effective upon ratification (or January 1, 2025) of the collective bargaining agreement by the Association's membership and the University's Board of Governors, the University may:

1. Continue with a three-tier Rx co-pay schedule of \$10/\$25/\$55 for all medical plans.
2. Continue with \$100 emergency room co-pay across all plans (co-pay shall be waived if covered member is admitted).
3. Keep office visit co-pays at \$20 and continue with specialist office visit co-pays and urgent care co-pays of \$30.
4. Increase in-network deductibles to \$200 single/\$400 family for plan years 2025 (effective January 1st, 2025) and 2026 (effective January 1, 2026). Furthermore, the in-network deductible will increase to \$250 single/\$500 family on January 1st, 2027.

This proposal shall supersede the Letter of Agreement of September 22, 2021, at page 150 of the 2021- 2024 collective bargaining agreement, which shall be deleted.

Sincerely yours,



Boris Baltes
Chief Negotiator
Senior Vice Provost for Faculty Affairs and Academic Personnel

August 19, 2024

Professor Pramod Khosla,
Chief Negotiator,
AAUP-AFT LOCAL 6075, AFL-CIO,
Wayne State University Chapter,
5057, Woodward Avenue, Suite 3301,
Detroit, MI 48202

Re: 2n Committee on Health Insurance

Dear Professor Khosla:

It is agreed that a 2N Committee shall be formed, within ninety (90) days of ratification of this contract, to review the University's health insurance program, identify and review possible health insurance options, and make recommendations to the President or their designee and to the President of the Association. Given the change in the health-insurance landscape in the post-COVID era, the committee's goal is to provide recommendations on a package of high quality plans that may be offered to bargaining-unit members that are cost-effective and competitive with plans at other universities and elsewhere.

The committee shall consist of four (4) members selected by the Association and four (4) selected by the University from within and outside the University community. The committee will be co-chaired by one (1) member designated by the Administration and one (1) by the Union.

The committee shall focus on developing recommendations on health insurance plans which could be offered, if practicable, starting January 1, 2027. The recommendations are to be forwarded to the President or their designee and to the President of the Association.

Sincerely yours,



Boris Baltés
Chief Negotiator
Senior Vice Provost for Faculty Affairs and Academic Personnel

August 19, 2024

Professor Pramod Khosla,
Chief Negotiator,
AAUP-AFT LOCAL 6075, AFL-CIO,
Wayne State University Chapter,
5057, Woodward Avenue, Suite 3301,
Detroit, MI 48202

Re: 2n Committee on targeted early retirement incentives

Dear Professor Khosla:

It is agreed that a 2N Committee shall be formed, within sixty (60) days of ratification of this contract, to explore options for early retirement incentives for bargaining-unit members. While the CBA provides for phased-retirement options, the focus of the committee will be to explore targeted retirement incentives. An exploration of current practices at comparable institutions is encouraged.

The committee shall consist of three (3) members selected by the Association and three (3) selected by the University. The committee will be co-chaired by one (1) member designated by the Administration and one (1) by the Union. The committee shall forward its recommendations to the provost or their designee within 12 months of the committee being formed.

Sincerely yours,



Boris Baltés
Chief Negotiator
Senior Vice Provost for Faculty Affairs and Academic Personnel

August 19, 2024

Professor Pramod Khosla,
Chief Negotiator,
AAUP-AFT LOCAL 6075, AFL-CIO,
Wayne State University Chapter,
5057, Woodward Avenue, Suite 3301,
Detroit, MI 48202

Re: 2n Committee to evaluate return from long term disability leave

Dear Professor Khosla:

It is agreed that a 2N Committee shall be formed, within sixty (60) days of ratification of this contract, to explore options for employees to return to work following long term disability leave. With the rapid advance in modern medicine, recovering from conditions/illnesses that once seemed highly unlikely are now more common. The committee shall consist of three (3) members selected by the Association and three (3) selected by the University. The committee will be co-chaired by one (1) member designated by the Administration and one (1) by the Union. The committee will forward its recommendations to the provost by June 30, 2025.

Sincerely yours,



Boris Baltes
Chief Negotiator
Senior Vice Provost for Faculty Affairs and Academic Personnel

August 19, 2024

Professor Pramod Khosla,
Chief Negotiator,
AAUP-AFT LOCAL 6075, AFL-CIO,
Wayne State University Chapter,
5057, Woodward Avenue, Suite 3301,
Detroit, MI 48202

Re: 2n Committee on Selective Salary/Merit Pay

Dear Professor Khosla:

It is agreed that a 2N Committee shall be formed, within sixty (60) days of ratification of this contract, to review the process for awarding merit as a result of the annual salary-review process. While all parties recognize the need for rewarding meritorious work, the system in place has become cumbersome, time-consuming and the resulting merit awards (based on a percentage of each College's salary pool), do not reflect the effort involved. As such, new ideas need to be explored so that a revised and revamped merit process will better reflect meritorious performance, boost morale and recruitment, and increase retention of high quality faculty and academic staff.

The committee shall consist of four (4) members selected by the Association and four (4) selected by the University. The committee will be co-chaired by one (1) member designated by the Administration and one (1) by the Union. The committee will review the process for initial reviews (outlined in Article XXIV) and recommend how meritorious performance will be rewarded. The committee is strongly encouraged to seek input from representatives of each college/school/division.

The committee shall forward its recommendations to the provost or their designee within 12 months of the committee being formed.

Sincerely yours,



Boris Baltés
Chief Negotiator
Senior Vice Provost for Faculty Affairs and Academic Personnel

September 17th, 2024

Prof. Jennifer Sheridan Moss, President
AAUP-AFT, Local 6075

REFERENCE: Academic Staff Salary Review Process and Committees

Dear Prof. Sheridan Moss:

It is agreed that the following practices will be adopted for the salary review process for represented Academic Staff members effective with the 2024–25 academic year.

- I. For schools/colleges without three (3) or more ESS/tenured academic staff members and Athletics.

There shall be an academic staff salary committee for each school/college without three (3) or more ESS/tenured academic staff members. There shall be no minimum of tenured or employment security status academic staff members on these Salary Committees. The committee shall consist of no more than five (5) members elected by the academic staff in the unit, with the size of the committee determined by the academic staff in the unit. The Vice President/Dean/Director (or their designee) shall chair the salary committee with vote. The final ratings assigned by the Committee will be provided to individual academic-staff members in writing within ten (10) days after ratings are determined.

If an academic-staff member questions a given rating, the staff member must request a reconsideration by the University Staff Tenure and Promotion Committee within ten (10) working days of receiving the unit committee ratings. The academic-staff member's annual report, professional record, and the unit staff salary committee's ratings, with written rebuttal attached, must be forwarded to the Associate Provost for Academic Personnel by the staff member. The University Academic Staff Tenure and Promotion Committee will review the ratings assigned by the unit committee under Article XXIV.II.C.2 of the WSU/AAUP-AFT agreement. The University Academic Staff Tenure and Promotion Committee, chaired by the Associate Provost for Academic Personnel with vote, will review all materials and provide a final set of ratings, which will be communicated to both the staff member and the appropriate Chair/Dean/Director. The University Committee's ratings shall be used to determine eligibility for selective salary increases at the unit level.

II. Under the current organizational configuration for the units reporting to the Provost and Senior Vice President of Academic Affairs, the following selective salary review divisions will be observed.

A. Enrollment Management

Admissions

Financial Aid

Student Service Center/Orientation

There shall be an academic staff salary committee for Enrollment Management. The committee shall consist of not fewer than three (3) members holding tenure or employment security status elected by academic staff in the unit, and such other academic staff from the unit as the academic staff may elect. Members holding tenure or employment security status shall constitute the majority of the committee. The associate provost, vice president, associate vice president, or administrator of equal function, (or their designee), shall chair the salary committee with vote. Final ratings assigned by the Committee will be provided to individual academic-staff members in writing within ten (10) days after ratings are determined.

B. Student Success, Support, and Engagement

Academic Success Center

Office of Academic Student Affairs

Warrior 360

Federal TRIO Programs

Student Disabilities Services

University Advising Center

Dean of Students Office

There shall be a divisional academic staff salary committee for Student Success, Support, and Engagement. The committee shall consist of not fewer than three (3) members holding tenure or employment security status elected by academic staff in the unit, and such other academic staff from the unit as the academic staff may elect. Members holding tenure or employment security status shall constitute the majority of the committee. The vice provost, associate provost, vice president, associate vice president, or administrator of equal function, or their designee, shall chair the committee with vote. Final ratings assigned by the committee will be provided to individual academic staff members in writing within ten (10) days after ratings are determined.

C. Partnerships, Workforce and International Initiatives

Career Services

International Programs

Educational Outreach

There shall be a divisional academic staff salary committee for Partnerships, Workforce and International Initiatives. The committee shall consist of not fewer than three (3) members holding tenure or employment security status elected by academic staff in the unit, and such other academic staff from the unit as the academic staff may elect. Members holding tenure or employment security status shall constitute the majority of the committee. The sr. vice provost, associate provost, vice president, associate vice president, or administrator of equal function, or their designee, shall chair the committee with vote. Final ratings assigned by the committee will be provided to individual academic staff members in writing within ten (10) days after ratings are determined.

D. Academic Affairs

Office of Multicultural Student Engagement

Registrar

Type 1 University Centers

Any other Academic Staff member who does not fall under A, B or C.

There shall be an academic staff salary committee for Academic Affairs. The committee shall consist of not fewer than three (3) members holding tenure or employment security status elected by academic staff in the unit, and such other academic staff from the unit as the academic staff may elect. Members holding tenure or employment security status shall constitute the majority of the committee. The associate provost, vice president, associate vice president, or administrator of equal function, (or their designee), shall chair the salary committee with vote. Final ratings assigned by the committee will be provided to individual academic-staff members in writing within ten (10) days after ratings are determined.

Changes to this agreement will only be made upon mutual agreement between appropriate representatives of the Association and the Administration.

Sincerely yours,



Boris Baltes

Senior Vice Provost for Academic Personnel

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[To be inserted]