

AGREEMENT

between

WAYNE STATE UNIVERSITY

and the

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



**WAYNE STATE
UNIVERSITY**



SEPTEMBER 22, 2021 – JUNE 30, 2024

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Preamble

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

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

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

Article I Recognition and Description of Unit

A. Collective-Bargaining Agent

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

B. Represented Employees

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

1. All teaching faculty employed at one-half fractional time or more as 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.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles nor to do so by creation of new classifications. The University agrees that if the functions of existing classifications are arbitrarily changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

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

C. Disputed Classification

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

Article III Administration Rights

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

Article IV Association Rights

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

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

Article V Association Privileges

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing physical bulletin boards (cork boards) and access to the following web-based electronic communication systems: the *Office 365 Productivity Suite*, *Academica*, 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 campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.
7. The Association shall be granted an e-mail account for which charges will be assessed at the standard rate for external users. The e-mail account will be used only for communication with members of the bargaining unit and such other users as the University may authorize in writing. The Association shall exercise due diligence in protecting the privacy rights of all individuals. Those regulations established from time to time by the University for the use of e-mail by other users shall also apply to the Association.

B. Information and Data

1. The University agrees to furnish to the Association, in response to reasonable requests from time to time, available information necessary for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall promptly receive appropriate memoranda involving contract-implementation policy and procedures having University-wide application.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable. The Association will exercise due diligence in protecting the privacy rights of individuals.
3. The Association shall 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. Twice a semester, on the first (1st) and fourth (4th) pay dates of the Fall and Winter, Spring, and Summer semesters, the Employer will provide to the Union, at no cost to the Union, a report of all known current bargaining unit members employed by the University. The report shall include the following data elements in an electronic format: Employee name, Banner ID number,

Access ID number, compensation, FTE, CRN, position class code, appointing department or unit and code, contract start date, contract end date, University email address, home address, and home/cell telephone number, if available.

- b. 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.
 - c. 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 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.

Any submitted Authorization for Payroll Deduction of Association Dues and Voluntary Fair-Share Fees form which is incomplete or in error will be returned 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, or when corrections have not been rectified within thirty (30) days of receipt of notification from the Association, the Associate Provost for Faculty Affairs and Associate Vice President of 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

**AUTHORIZATION FOR PAYROLL DEDUCTION
MEMBERSHIP DUES/VOLUNTARY FAIR-SHARE
AGENCY FEES**

TO: **Wayne State University**

This will authorize you 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 below, in the amount determined by the AAUP-AFT. I direct you to periodically forward monies withheld to the WSU/AAUP-AFT, Local 6075, according to my selection below.

Printed Name _____

Signature _____ Date _____

Banner ID# _____

Note: Union Membership Dues or Voluntary Fair-Share Agency Fees are not deductible as charitable contributions for either federal or state tax purposes. Consult your tax advisor to determine whether Union Membership Dues or Voluntary Fair-Share Agency Fees may be deducted as a professional expense.

SELECTION

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

I have elected to become a (select one):

- Union member with all the benefits of membership. Dues are currently assessed at the rate of .9% of gross salary. This includes full benefits of membership.
- Voluntary* Fair-Share Agency Fee payer at 80% of regular dues, to support Union expenses directly related to collective bargaining and grievance handling. This option does not allow you to run or vote in Officer Elections or contract ratifications.

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

Signed: _____ Date: _____

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

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

Or, fax (313.577.8159) or email (office@aaupaft.org) forms to the AAUP-AFT office.

**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, 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 were 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 2021-2024 have been increased each year by the percentage increase represented by the sum of Across-the-Board (ATB) and Selective-Salary 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 2021- 2024 for 12-month academic staff have been increased each year by the percentage increase represented by the sum of Across-the-Board (ATB) and Selective-Salary 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

	2021-2022		2022-2023		2023-2024	
	9- Month	12- Month	9- Month	12- Month	9- Month	12- Month
Instructor	\$39,794	\$47,649	\$40,589.88	\$48,601.98	\$41,503.15	\$49,695.52
Assistant Professor	\$44,153	\$52,885	\$45,036.06	\$53,942.70	\$46,049.37	\$55,156.41
Associate Professor	\$49,412	\$59,193	\$50,400.24	\$60,376.86	\$51,534.25	\$61,735.34
Professor	\$60,671	\$72,710	\$61,884.42	\$74,164.20	\$63,276.82	\$75,832.89

Table 12.2 Academic-Staff
Salary Minima

	2021-2022		2022-2023		2023-2024	
	9- Month	12- Month	9- Month	12- Month	9- Month	12- Month
Grade 1	\$37,142	\$44,570	\$37,884.84	\$45,461.40	\$38,737.25	\$46,484.28
Grade 2	\$40,622	\$48,746	\$41,434.44	\$49,720.92	\$42,366.71	\$50,839.64
Grade 3	\$44,427	\$53,312	\$45,315.54	\$54,378.24	\$46,335.14	\$55,601.75
Grade 4	\$48,942	\$58,730	\$49,920.84	\$59,904.60	\$51,044.06	\$61,252.45
Grade 5	\$54,164	\$64,997	\$55,247.28	\$66,296.94	\$56,490.34	\$67,788.62

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.

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

b. Academic Staff

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

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

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

c. School/College

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

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 (September 22, 2021, to June 30, 2024)

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), five thousand dollars (\$5,000), and eight thousand five hundred dollars (\$8,500) for promotion to Group I, II, or III, respectively, effective the date of promotion.

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

2. Lump-Sum Payments

Within thirty (30) 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 2% of the bargaining-unit members' combined 2021 base salaries that shall be distributed based on the graduated schedule below to all full-time bargaining-unit members. Bargaining-unit members with less than a full-time appointment shall receive a pro-rated payment proportionate to the percentage of their appointment.

Lump Sum Distribution Schedule for 2021-2022

Include scale that applies highest amounts to lowest salaries (normalized to 1.0 FTE)

<\$75k	42% of pool
=>\$75 - <\$110k	33% of pool
=>\$110k - <\$200k	22% of pool
=>\$200k	3% of pool

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

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

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

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

In the case of faculty, the pool shall be distributed such that three-sevenths (3/7) of the pool is awarded to recognize accomplishments in scholarship, three-sevenths (3/7) to recognize accomplishments in teaching, and one-seventh (1/7) to recognize accomplishments in service. In recommending selective-salary increases for faculty the committee and the dean/director/vice president shall be guided by unit factors and general University criteria and factors for tenure and

promotion for faculty. These factors include teaching, scholarly productivity, service and may consider equity when appropriate. For persons not holding tenure-track classifications, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments and may be assigned a higher proportion of their increase through the selective-salary process in one (1) or another of the three (3) categories to reflect that assignment.

In the case of academic staff, the pool shall be distributed such that four-sevenths (4/7) of the pool is awarded to recognize accomplishments in job performance (and scholarship for academic staff with tenure or on the tenure-track whose unit/division factors include publication as a measure of job performance or who request such consideration), two-sevenths (2/7) to recognize accomplishments in professional achievement, and one-seventh (1/7) to recognize accomplishments in service. In recommending selective-salary increases for academic staff the committee and the dean/director/vice president shall be guided by unit factors and general University criteria and factors for tenure or employment security status and promotion for academic staff. They shall also consider equity when appropriate. For persons not holding tenure-track or employment security status appointments, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments and may be assigned a higher proportion of their increase through the selective-salary process in one (1) or another of the three (3) categories to reflect that assignment.

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

5. Salary Adjustment Table

Academic Year	ATB	Selective
2021-2022	0.0%	0.0%
2022-2023	1.25%	0.75%
2023-2024	1.25%	1.00%

6. Childcare

A pool of one hundred sixty thousand dollars (\$160,000) 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.

7. 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. Dependents may be enrolled at the University group rates within thirty (30) days of the benefits effective 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.

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

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 65 th birthday or the date the 42 nd Monthly Benefit is payable, if later.
Age 63	The date the 36 th Monthly Benefit is payable
Age 64	The date the 30 th Monthly Benefit is payable
Age 65	The date the 24 th Monthly Benefit is payable
Age 66	The date the 21 st Monthly Benefit is payable
Age 67	The date the 18 th Monthly Benefit is payable
Age 68	The date the 15 th Monthly Benefit is payable
Age 69 or older	The date the 12 th 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
Leaves of Absence**

A. Leaves of Absence without Pay

1. Professional and Personal Leaves

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

a. Eligibility

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have had one (1) year of continuous, full-time service in the bargaining unit. Under certain circumstances, the President or 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 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 sabbatical 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 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	Faculty	100%
as described in 2.a.2 above	Academic Staff	80%
Two (2) semesters following twelve		
(12) semesters of service		
as described in 2.a.2 above		60%

One (1) semester following six (6) semesters of service as described in 2.a.2 and 2.a.3 above

80%

- 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, when requested by their direct supervisor, medical verification for absences beyond five (5) consecutive business days and/or a release-to-return-to-work form from their attending healthcare provider. The University may require additional medical verification by the bargaining-unit member's healthcare provider to be filed if a bargaining-unit member requests leave beyond thirteen (13) consecutive calendar days or beyond the initial leave period requested.
- c. If the Administration has a reasonable belief, based on objective evidence, that a bargaining-unit member's present ability to perform essential job functions will be substantially impaired by a medical condition or that 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. Civic Obligations

a. Court and Related Duties

Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between 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.

2. Modified-Duties Assignment for Childbearing, and Child Care Responsibilities, or 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 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), or for caring for a parent with a documented, serious medical condition may be granted a semester of reduced duties in order that the parent can prepare and/or care for the infant, or child, or seriously ill parent.
 - b. The duration of the modified-duties assignment will normally be for up to fifteen (15) weeks, including the anticipated short-term disability leave for pregnancy, childbirth and recovery therefrom, and may be extended by the unit administrator, with the concurrence of the Provost or designee, at the request of the bargaining-unit member. 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 an infant or child.
 - c. A modified-duties assignment may take two (2) forms. For a modified-duties assignment in which the equivalent of a full workload is performed, no adjustment in compensation or future assignments may be required. 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. During that portion of the semester that they are not away on short-term disability leave, bargaining-unit members on modified-duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the dean/director/vice president.
 - e. Faculty whose modified-duties assignment involves a reduction in teaching load and who have not had an adjustment in compensation as per D.2.c must teach, on an in-load basis, additional courses equivalent to the greater of one (1) course or one-half (1/2) of the teaching responsibilities they would have had during the semester of modified-duties status. Academic staff whose modified-duties assignment involves a reduction in workload must arrange a plan with their unit administrator for additional in-load assignments. Such additional teaching or other assignments shall occur within the next 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.

3. Parent Leave of Absence without Pay

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

4. Temporary, Fractional-Time Appointments

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

5. 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 grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

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

B. Definition

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

C. Informal Procedure for Handling Grievances

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

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

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

D. Filing of a Grievance

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

E. Formal Procedure for Handling Grievances

1. Step One

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on mutually acceptable forms to the Provost or 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 receipted by the University representative within sixty (60) working days following the time at which the grievant or, in the case of group grievances, any member of the group could have reasonably been aware of its occurrence.

Within fourteen (14) working days of receiving the grievance, the Provost or their designee shall arrange a meeting between the grievant, one (1), two (2), or 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 with a copy to the grievant within fourteen (14) working days of the meeting.

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

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

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

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

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

2. Step Two

If the Association intends to proceed to Step Two, it must notify the President or 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.

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

G. Extensions of Time Limits

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

H. Liability

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

I. Expenses

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

J. Withdrawal of Grievance

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

K. Rights of Management

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

L. Additional Time for Internal Appeal

If the Association advises the University during any of the above-specified twenty-one (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 of an optional nature, 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. 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 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.
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 chairs or administrators of comparable rank whose term contract is scheduled to end the following year (that is, from June 15th of the following year to the following June 14th), 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.

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 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.
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 whose term contract is scheduled to end the following year (that is, between June 15th of the following year and the following 14th of June), 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 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.
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 and academic staff who are on the tenure track shall be limited to seven (7) years of full-time service except as provided in Article XIII.D.3 and 5. Under special circumstances, exceptions may be made by the Administration with the consent of the Association.

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

Tenure-track appointments that occur after October 1 shall have the tenure clock begin on the next July 1. The intent of this language is to assure that each tenure applicant who did not join the University at the beginning of an academic year and who has had renewal of term appointments into a seventh (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 his/her 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. Within six (6) months prior to the end of the third (3rd) year of each four (4)-year appointment, or one (1) year before the end of a longer contract, 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 rotating four (4)-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.

Renewals under this provision will take place as of 1 January 2022 or when the members' current employment contracts are renewed, whichever occurs later.

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), instructor, and faculty whose appointments are conditioned on subsidy are non-tenure-track appointments.

For faculty (teaching), appointments may be made in the ranks of assistant professor (teaching), associate professor (teaching), and professor (teaching). Lecturer and senior lecturer appointments shall be converted to faculty (teaching) appointments by 1 January 2022, based on length of service as of 16 August 2021, as follows:

- Lecturers and senior lecturers with more than seven (7) years of service (including combined lecturer/senior lecturer years) shall be converted to associate professor of teaching;
- Lecturers and senior lecturers with seven (7) years or fewer of service shall be converted to assistant professor of teaching.

2. Academic Staff

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

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

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

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

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

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

C. Annual Review Provisions

1. General Provisions

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

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

The appropriate unit administrator may concur and/or may add 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 a twelve (12)-month employee is sent thirty-one (31) days or more late, and when a notice to a nine (9)-month employee is sent late at all, the notice is not effective, provided that where notice was not sent by the means specified above but a bargaining-unit member nonetheless received actual written notice by the specified date, the notice will be effective, but the bargaining-unit member shall receive sixty (60) calendar days' pay. Failure to provide notice to faculty or academic staff, however, shall not constitute a basis of claim for tenure or employment security status.

2. Faculty Provisions

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

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 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.

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. 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. Written application requesting ESS shall be made to the director/chair/dean at least six (6) months, but no more than twelve (12) months, prior to the individual's fifth (5th) anniversary of employment on the ESS clock. Written application instructions including a list of materials shall be provided by the director/chair/dean within ten (10) days of receipt of the written request for ESS.

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

In exceptional circumstances and upon the recommendation of the dean/director/vice president and with the approval of the President or 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 (research), instructor, faculty (teaching), 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.

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.

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 (three [3] M.D. and three [3] Ph.D.), 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 Promotion

Each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; each of the Schools/Colleges of Education; Law; Nursing; Social Work; 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. 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 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 chair shall possess the authority and functions of the department committee. The chair will consult with those tenured faculty members who hold rank higher than that of the candidate prior to arriving at a positive or negative decision. The chair shall notify both the candidate and the tenured faculty members who hold rank higher than that of the candidate of their recommendation.

d. School/College Committee

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

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

C. Professional Review and Development

1. Each faculty member's annual report should consist of (a) an updated professional record; (b) a summary of the teaching evaluations for the previous year; (c) a summary of the last three (3) years of the faculty member's activities, a presentation of current activities, and what results are expected from these activities. All faculty members are required to submit an annual report and to participate in this process. Failure to participate in the annual process shall result in no selective-salary increase, no travel support, and no credit toward sabbatical leaves. Failure to participate in the annual review process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise.
2. Professional development of faculty is important throughout the many stages of a faculty member's career. Accordingly, each year seventy-five thousand dollars (\$75,000) will be allocated to support professional development activities for tenured faculty. The Office of the Provost will administer these funds and will issue an annual report regarding their distribution.
3. Reviews of faculty members should reflect their assigned duties. Outstanding performance in one (1) or more of the three (3) areas shall be rewarded through contractual salary increases as provided in Article XII. 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 be charged with making recommendations for improvement when a faculty member falls short of expectations in research, teaching and/or administrative/University/professional service. All faculty members will receive their unit committee scores reflecting their review within ten (10) days of the committee's recommendations. Upon the request of a faculty member receiving a score of 3, 3.5, or 4 in any review category 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 scores(s) and review 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 selective-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, 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 selective-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, 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 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 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, work overall, 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.

- 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 selective-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.
- i. 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.

- ii. 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.
- iii. 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 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 selective-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 academic-staff member's responsibilities and workload shall be reasonable and based on unit factors and norms, existing School/College/division norms, and the information contained in the academic-staff member's annual selective-salary report.

C. Professional Review and Development

1. Each academic-staff member's annual report should consist of (a) an updated professional record; (b) a summary of the last three (3) years of the academic-staff member's activities; and (c) a presentation of current activities, and what results are expected from these activities. All academic-staff members are required to submit an annual report and to participate in this process. Failure to participate in the annual process shall result in no selective-salary increase. Failure to participate in the annual review process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise.
2. Each unit or School/College/division salary committee will be charged with making recommendations for improvement when an academic-staff member falls short of expectations in terms of job performance. In units that do not currently have a salary committee for tenured or ESS academic staff, any reference to the salary committee shall refer to the School/College/division salary committee for tenured or ESS academic staff. If the School/College/division does not have an academic-staff salary committee, any reference to the salary committee shall refer to the University Academic-Staff Tenure and Promotion Committees (as defined in Articles XXII.D.2.b and XXIII.C.2). All academic-staff members will receive the committee scores reflecting their review within ten (10) days of each committee's recommendations. Upon the request of the academic-staff member receiving a score of 3, 3.5, or 4 in any review category to the chair/dean/director or similarly situated unit administrator, a meeting with that administrator will be held within ten (10) days to ascertain the reasons for the score(s) and review 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. Outstanding performance in one (1) or more of the three (3) areas shall be rewarded through contractual salary increases as provided in Article XII.
4. If, in the course of the regular annual selective-salary review, the 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, 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 selective-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.
- 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, 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. 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 his/her designee within fifteen (15) working days of its appointment. The committee shall confine its consideration and recommendations to the facts and circumstances surrounding the particular change in duties concerned. Any Appeals Committee member may append a minority report.

4. If the President or their designee agrees with the recommendations, they 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, Teaching Faculty, 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 of each department/ School/College/ division/center/institute and the academic staff in each division/School/College shall adopt a set of bylaws consistent with University and School/College statutes and policies and with this Agreement. Those bylaws, and any subsequent revision of the bylaws, shall be subject to the approval of the dean/director/vice president and the President or 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. 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.

D. Limitation on Grievances

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

Article XXVIII Tuition Assistance Program and Auditing

A. Definition

A tuition assistance program for members of the faculty and academic staff shall provide tuition vouchers for up to two (2) courses or six (6) hours whichever is greater for each of two (2) terms each fall, winter, spring/summer year and one (1) course or four (4) hours whichever is greater for one (1)

term each fall, winter, spring/summer year. This program applies to tuition only; incidental fees that may be charged are borne by the faculty or academic-staff member.

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

B. Admission

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

C. Enrollment

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

D. Eligibility

To be eligible for tuition assistance:

1. The faculty or academic-staff member must have been appointed prior to the last day of final registration for the term for which 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 twenty-five percent [25%] of the gross amount of each biweekly paycheck) or other appropriate means to assure prompt collection of all forfeited tuition assistance amounts.

H. Tuition Reduction for Spouses and Children

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

A. Peer Evaluation of Teaching

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.

B. Student Evaluation of Teaching

Each appropriate unit of the faculty shall make provisions for student evaluation of faculty teaching through the use of a standard evaluation form established by the University. The unit may also include a form which has been developed for the specific use of that unit. 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. The results of the 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. However, data from student evaluations will not be the only basis for comparisons between units. Faculty may also submit supplementary teaching materials (up to seven [7] items), in addition to student evaluations of teaching to the unit committee(s) charged with making personnel decisions (to include, but not limited to, renewal, tenure, promotions, and salary adjustments). 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.

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 in the Student Evaluation of Teaching (SET). 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 the use of the SET, or proposals for alterations in the SET. 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 standard form shall remain in use.

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

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. 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. This committee also shall advise the unit head on general travel policies and priorities.

The committee shall have at least three (3) members, a majority of whom shall have tenure or employment security status (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 to provide consultation to the unit administrator about unit budgetary priorities.

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, and to support the mission of the Social Justice Action Committee to advance social justice and equity for historically marginalized peoples within our diverse campus community.

The Social Justice Action Committee report has called for the development of a DEI Council. 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.

The University Administration shall annually publish the following information:

- a. A count by gender and ethnicity of the number of faculty in each School/College/division.
- b. A count by gender and ethnicity of the number of academic staff in each classification and School/College/division.

- c. The percentage of female and/or minority group members in the national pool by major academic discipline if such information is reasonably available.

Article XXXIII
Transfers between Bargaining Units

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

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 Compensation Rates

The rates of compensation as percentages of the nine (9)-month salary per course credit hour (or equivalent) for bargaining-unit members with appointments of .50 FTE and above in the regular academic year (Fall/Winter semesters) who teach during the subsequent spring-summer term shall not be less than three percent (3.0%).

Any retroactive salary adjustments to the nine (9)-month salary base must be reflected in the spring-summer additional service compensation rate.

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
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, 2024, 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, 2024. Such written notice shall be sent by registered or certified mail to the other party.

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

Letters of Agreement

May 7, 1973

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

REFERENCE: Individual Rights

Dear Professor Kirschner:

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

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

Sincerely yours,

Melbourne G. Stewart
Chairman
University Negotiating Committee

July 23, 1984

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

REFERENCE: Academic Calendar

Dear Professor Richey:

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

Sincerely yours,

Melbourne G. Stewart
Associate Provost for Faculty Relations

[Statute 2.20.02 University Calendar]

July 23, 1984

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

REFERENCE: Optional Income Retirement Plans

Dear Professor Richey:

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

Sincerely yours,

Melbourne G. Stewart
Associate Provost for Faculty Relations

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

April 23, 1985

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

REFERENCE: Medical Insurance

Dear Professor Richey:

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

Sincerely yours,

Melbourne G. Stewart
Associate Provost for Faculty Relations

September 4, 1986

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

REFERENCE: Non-Tenure-Track Classifications

Dear Professor Firestone:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

September 4, 1986

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

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

Dear Professor Firestone:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

September 4, 1986

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

REFERENCE: Travel Reimbursement

Dear Professor Firestone:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

August 9, 1990

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

REFERENCE: Reviews Conducted under Article XVIII

Dear Professor Cogan:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

August 30, 1990

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

REFERENCE: Academic Staff (Renewal Contract)

Dear Professor Cogan:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

September 3, 1990

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

REFERENCE: Software Copyright and Patent Policy

Dear Professor Cogan:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

September 6, 1990

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

REFERENCE: Academic Senate

Dear Professor Cogan:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

[Statute 2.26.04 Academic Senate]

August 13, 1992

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

REFERENCE: Definition of Academic Year

Dear Professor Fino:

It is agreed that the academic year for nine (9)-month faculty shall be from the first day of the University-year appointments of each year to the last day of University-year appointments as defined by the University and published each year in the Wayne State University Directory. During this time faculty shall be available for committee work, advising of students and other academic assignments as needed.

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

July 13, 1994

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

REFERENCE: Working Conditions

Dear Professor Firestone:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

July 13, 1994

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

REFERENCE: The Role of Consulting by Faculty Members

Dear Professor Firestone:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

[Statute 2.41.01 University Research Policy]

July 20, 1994

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

REFERENCE: Lecturers

Dear Professor Firestone:

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

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

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

August 1, 1994

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

REFERENCE: Matters Subject to Collective Bargaining

Dear Professor Firestone:

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

The University Administration and the Association reaffirm that the Association is the exclusive collective bargaining representative of faculty and academic staff with regard to “wages, hours, and other terms and conditions of employment.”

The Association and University Administration agree as follows:

1. Internal consultative bodies may sometimes, on their own initiative, consider matters that are subject to collective bargaining.
2. Such consideration does not constitute recommendation or advice to the University under University statutes or regulations creating or establishing the jurisdiction of such consultative bodies.
3. The party that first becomes aware of consideration or proposed consideration of a matter subject to collective bargaining by an internal consultative body will promptly notify the other party, and supply it with whatever documentation is available to it.
4. The parties shall jointly or separately notify the consultative body that it cannot recommend or develop policy on matters subject to collective bargaining or take action that would contravene the bargaining agreement.

5. Consideration by a governing body of a matter claimed by either the University Administration or the Association to be a subject of collective bargaining shall not constitute a waiver of bargaining on that subject by either party.

Sincerely yours,

J. Richard Thorderson
Associate Provost for Faculty Relations

September 10, 1999

Professor Michael J. McIntyre
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Participation in Academic Governance Activities

Dear Professor McIntyre:

The Association and the Administration agree that every member of the bargaining unit shall be permitted to participate in the academic governance activities guaranteed under Article XII (Compensation) in any unit in which his or her evaluations for salary increases are made. In addition, members of the bargaining unit shall be permitted to participate with vote in academic governance issues addressed in Articles XX (Term Appointments), XXI (Employment Security Status), XXII (Tenure), XXIII (Promotion Procedures) and XVIII (Selection Advisory Committees) in any unit in which they hold or are eligible for tenure or employment security status and such voting is provided for in the relevant articles of this Agreement. If there are no academic governance activities in the unit where the salary evaluations of a bargaining-unit member are made, then s/he shall be allowed to participate with vote in all the academic governance activities specified above in the unit where s/he holds, or is eligible for, tenure or employment security status.

Members of the bargaining unit who believe that their rights to participate with vote in faculty governance activities under the above rules or under the voting rules of Article XVII.B have been improperly denied may seek a grievance under the provisions of Article XVII (Grievance Procedures). Each unit shall review its bylaws during the 1999-2000 academic year to assure compliance with this Letter of Agreement.

Because some situations may not be provided for by the general statements above, this voting-rights issue shall be included in the charge of the 2N committee to be formed to study and submit recommendations on academic governance issues relating to centers and institutes and joint appointments. That committee shall be guided but not bound by the following principles:

1. All members of the bargaining unit should be permitted to participate with vote somewhere on the academic governance issues addressed in Articles XII (Compensation), XXX (University-Wide Committees), and XXXI (Budget Advisory Committees) of the Agreement.

2. Members of the bargaining unit generally should not be permitted to participate with vote in more than one unit with respect to the same academic governance issue unless they have a vital interest in that issue in more than one unit.
3. The prerogative of units to set their own voting rules in their bylaws shall be respected to the extent possible consistent with the above two principles.

Sincerely yours,

Li Way Lee
Associate Provost for Faculty Relations

September 16, 1999

Professor Michael J. McIntyre
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Evaluation of Teaching Committee

Dear Professor McIntyre:

It is agreed that a 2N joint committee on student evaluation of teaching be continued. The joint committee shall consider and make recommendations on revisions in the Student Evaluation of Teaching (SET). Members of the committee shall be appointed for three-year terms. The terms should be staggered so that 1/3 of the membership is appointed each year.

Sincerely yours,

Li Way Lee
Associate Provost for Faculty Relations

August 19, 2002

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

REFERENCE: Computer Software Patentability

Dear Professor Fino:

It is agreed that bargaining-unit members shall report to the University the creation of all computer software that may be patentable for a patentability determination and a decision as to whether the University wishes to exercise its ownership rights of patentable inventions.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Tenure/Promotion Procedures in New Centers and Institutes

Dear Professor Fino:

It is agreed that for any newly created center or institute, Wayne State University shall consult with the AAUP-AFT for its advice regarding whether the tenure and promotion procedures described in Article XXII.D and Article XXIII.A, or those described in Article XXII.G and Article XXIII.F shall apply to the new center.

In the event of a disagreement between the AAUP-AFT and the University regarding which procedures to apply, the disagreement shall be submitted to the procedures governing Step Two grievance in Article XVII.E. The arbitrator shall decide between the two positions.

Nothing in this Letter of Agreement limits the statutory authority of the University to create centers and institutes or to appoint faculty to them.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Head Coaches and Trainers

Dear Professor Fino:

It is agreed that, effective with the ratification of this contract, persons to be hired as Athletic Coach I, II, III, or IV, or as Athletic Trainer I, II, III, or IV in Division I sports or in sports designated by the University to become Division I within two years following notice to the AAUP-AFT, are not in the bargaining unit and are not and will not be represented by the AAUP-AFT.

This agreement does not affect the three head coaches who have already attained employment security status or those coaches and trainers presently employed by the University. They will retain their status. Nor does this agreement affect the two coaches who are presently in the employment security system track. These coaches and trainers remain eligible for the employment security status. Those who were appointed February 1, 1999, or after and who are in the bargaining unit but not in the employment security system will continue to be represented by the AAUP-AFT but will not be eligible for ESS.

If the University elects to remove coaching and training duties, in whole or in part, from any of the existing coaches and trainers, s/he will be consulted as to what the new activities might be and the unit to which s/he would be assigned as an Academic-Staff member. Removal of coaching and/or training duties will not affect existing teaching responsibilities. In the event that mutually satisfactory alternative assignments prove impracticable, the University will offer a mutually satisfactory buyout option to the coaches and trainers affected. If the parties are unable to agree as to the amount of buyout, the position of the University and the position of the Association will be submitted to an arbitrator who will select either the position of the Association or the position of the University. The arbitrator's decision shall be non-precedent setting but binding on the parties.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Faculty Classification Limitations

Dear Professor Fino:

It is agreed that during the life of this Agreement the classification of faculty (clinical) will be used for wholly clinical faculty positions in clinical departments in the Eugene Applebaum College of Pharmacy and Health Sciences and the School of Medicine; the clinical programs of the College of Nursing; the College of Education; the Law School; the Department of Audiology and Speech-Language Pathology, the Department of Nutrition and Food Science, and the Department of Psychology in the College of Science; and in the School of Social Work. The number of faculty (clinical) positions in the College of Education shall be limited to ten positions, the Law School to three positions, the Department of Audiology and Speech-Language Pathology to four positions, the Department of Nutrition and Food Science to two positions, the Department of Psychology to two positions, and the School of Social Work to four positions.

The unit personnel committee shall be consulted prior to the appointment of faculty (clinical) positions in the College of Education, the Law School, the College of Science, and the School of Social Work.

It is further agreed that the classification of faculty (research) may be used in research centers/institutes, any academic units of the University.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Compensatory Time and Flexible Work Schedule

Dear Professor Fino:

It is agreed that each division or school/college that has academic staff shall maintain an appropriate policy for granting compensatory time and flexible work schedules. The objective of that policy shall be to make appropriate adjustments in an employee's work schedule when that employee has been asked to perform duties substantially outside normal working hours for his/her position. The policy must be approved by the Provost or his/her designee or the divisional vice-president or his/her designee.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Byline Credit for University-Owned Copyrightable Works

Dear Professor Fino:

In cases in which the University holds the copyright to works produced by faculty and academic staff pursuant to the terms of Board of Governors Statute 2.41.04 (Patent and Copyright Policy, July 13, 1984), the University agrees that the creator(s) of the work: (1) shall, upon written request, have byline credit for authorship; (2) may take credit for authorship in any University review process or competition; (3) are entitled to continuing credit for their contributions to subsequent revisions or derivative work if they desire to have their names associated with the revision or derivative work; (4) may petition the Office of the Provost that the work be withdrawn from circulation for good cause (e.g., if the work contains serious errors or deficiencies in content or pedagogy that are not being resolved through revision).

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Renewal Contracts

Dear Professor Fino:

The University will monitor centrally compliance with the AAUP-AFT collective bargaining Agreement (Article XX.A.8) in the area of the duration of renewal contracts for Academic-Staff members in the following ways:

1. A letter calling attention to the relevant policies and contract provisions will be sent annually from the Office of the Provost to unit hiring officials;
2. The Office of the Provost will periodically spot check renewal contracts of Academic-Staff members, normally once during the fall semester and once during the winter semester.

Sincerely yours

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Vacation Buy-Out

Dear Professor Fino:

It is agreed that bargaining-unit members who have been denied vacation time by the University and who have reached at least 90% of their maximum accrual of vacation time may be allowed to take up to two weeks of pay (without fringe benefits) in lieu of vacation time off once a year. The bargaining-unit member must request payment in lieu of vacation time off, and the request must be approved by the dean/director or his/her designee. All paid time will be subtracted from a bargaining-unit member's vacation accrual bank. The unit in which the vacation time is accrued is responsible for funding this buy-out. A unit cannot deny vacation and also deny buy-out. A bargaining-unit member may opt to have a portion of this buy-out payment made directly to his/her retirement program as a pre-tax contribution as per existing University guidelines.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Privacy

Dear Professor Fino:

The University will work with system administrators and office professionals dealing with University-operated networks and computer systems to ensure that they are familiar with and comply with the University policies regarding acceptable use and privacy of the materials on electronic media.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Bylaws

Dear Professor Fino:

It is understood that the faculty of each department/school/college and the academic staff in each school/college/division have responsibility for the development of bylaws consistent with University and school/college statutes and policies and with this Agreement. Those bylaws, and any subsequent revision of the bylaws, shall be subject to the approval of the chair/dean/director/vice-president and the President or his/her designee.

No later than January 1, 2003, the President or his/her designee shall institute review of the bylaws of all departments/schools/colleges/divisions pursuant to the terms of Article XXVII.B of this Agreement to determine whether they continue to comply with the statutes and policies of the University and with this Agreement.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Delta Dental

Dear Professor Fino:

It is agreed that the Delta Dental Preferred Provider Organization (DPO) will underlie the Delta Dental Premium plan, the plan currently in effect for employees represented by the AAUP-AFT. This change will result in a higher level of benefits for those individuals who obtain services from a DPO dentist while retaining the current level of benefits for those individuals who obtain services from other dentists.

The benefits under the DPO are:

- Sealants for dependent children
- Orthodontia limit for dependent children 19 and under of 50% of up to \$2,000 (lifetime maximum per dependent child of \$1,000)
- Routine x-rays at Class 1 level—100%
- Class 2 level benefits increased to 90% (oral surgery, endodontic, periodontic, and restorative services)

In addition, the six-month waiting period for dental insurance will change for all employees represented by the AAUP-AFT. Coverage will be effective on the first day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which s/he is actively at work on his/her regular schedule.

This change will be effective January 1, 2003.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Review of Medical Insurance

Dear Professor Fino:

It is agreed that a 2N committee shall be formed to review employee medical insurance options and to make recommendations with the goal of maintaining benefits and limiting costs. The goal is to insure the package of plans offered to employees is fair, cost effective, and competitive with plans offered at other universities and employers in Michigan and elsewhere. Because of the possible implications for other University employees of changes in benefits provided to bargaining-unit members, representatives of other employees may be invited to serve as members of the committee by mutual consent of the Association and the University Administration.

The committee shall be formed no later than September 15, 2002, and shall complete its work and make recommendations to the Association and the University Administration no later than April 1, 2003. By agreement of the Association and the University Administration, some or all of the changes in the benefit package recommended by the committee may take effect within the lifetime of this contract.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Academic Staff Advisory Rights

Dear Professor Fino:

It is agreed that committees will be constituted to participate in the search process for directors in units containing five or more Academic-Staff members. It is guaranteed that the academic staff will be represented on the committee with one member elected for each eight Academic-Staff members or portion thereof.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Academic Staff Restructuring

Dear Professor Fino:

Academic staff are characterized by specialized qualifications and specific job descriptions which enable them to fulfill assigned academic duties, maintain peer relationships within the academic community, and engage in activities that support the teaching, research, extension, and service missions of the University.

A 2N committee will be formed within sixty days of the ratification of this Agreement to develop recommendations for new classifications in the academic staff.

The 2N committee will examine the factor statements and existing job descriptions of academic staff (reviewed consistent with factors). In those areas where job descriptions do not exist, the 2N committee will work with each unit to have a specific description developed consistent with the unit factors. The committee will examine in depth units identified by the Association or the Administration as being of specific interest.

Where units have adopted factors, the 2N committee will review the factors. Units that have not adopted factors, or are in the process of adopting factors, shall proceed as expeditiously as possible to complete the factor adoption process.

The 2N committee shall submit its recommendations to the Administration and the Association, who may agree to implement some, all, or none of the recommendations.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Contract Structure and Administration

Dear Professor Fino:

It is agreed, for the purposes of better addressing the needs of the academic staff and faculty in negotiating and administering the Agreement between the Association and the Administration, that separate structures and procedures will be designated to deal with matters specific to the concerns of academic staff and faculty as follows:

A. Negotiating Structure

1. General contract provisions that are common to faculty and academic staff will be negotiated together at the main bargaining table. These issues to be included in the master contract include the following:

Article	Title
I	Recognition and Description of Unit
II	Personnel Classification
III	Administration Rights
IV	Association Rights
V	Association Privileges (separate contract implementation and grievance officers for faculty and academic staff)
VI	Association Security
VII	Past Policies
VIII	Nondiscrimination
IX	No Strike/No Lockout
XI	Participation in Association Activities
XII	Compensation
XIV	Fractional-Time Employees
XV	Administration-Association Meetings
XVI	Administration of Agreement
XVII	Grievance Procedure
XVIII	Selection Advisory Committees
XIX	Validity
XXV	Personnel Files

XXVII	Bylaws and Voting Rights
XXX	University-Wide Committees
XXXI	Budget Advisory Committees
XXXII	Equal Opportunity Data
XXXV	Affirmative Action
XXXVII	Duration of Agreement and Cessation of Bargaining
Letter	Implementation of Association Security

All issues unspecified are remanded to the main table. Issues may be subdelegated to the academic staff or faculty subcommittees or returned to the main table by joint agreement.

2. Two separate subcommittees will be formed to conduct concurrent negotiations on issues deemed specific to, respectively, faculty and Academic-Staff bargaining-unit members.

- a. Issues concerning academic staff will be addressed by concurrent negotiations in the Academic-Staff Subcommittee. Issues of concern shall include the following:

V	Association Privileges (separate contract implementation and grievance officers for academic staff)
X	Layoff and Recall Procedures
XII	Compensation (selective-salary distribution for academic staff only; early retirement for academic staff)
XIII	Leaves of Absence
XVI	Administration of Agreement
XX	Term Appointments
XXI	Employment Security Status Procedures
XXII	Tenure Procedures (as applied to librarians and archivists)
XXIII	Promotion Procedures
XXVI	Research and Professional Development Grants and Programs
XXVIII	Tuition Assistance Program
XXXIII	Transfers between Bargaining Units
XXXVI	Resignation
Letter	Compensatory Time and Flexible Work Schedule
Letter	Academic Staff Restructuring

- b. Issues concerning faculty will be addressed by concurrent negotiations in the Faculty Subcommittee. Issues of concern shall include the following:

X	Layoff and Recall Procedures
XII	Compensation (selective-salary distribution for faculty

	only; early retirement for faculty)
XIII	Leaves of Absence
XVI	Administration of Agreement
XX	Term Appointments
XXII	Tenure Procedures
XXIII	Promotion Procedures
XXIV	Faculty Professional Duties
XXVI	Research and Professional Development Grants and Programs
XXIX	Evaluation of Faculty Teaching
XXXIV	Spring-Summer Term
XXXVI	Resignation
Letter	Faculty Classification Limitations

B. Administrative Structure

To administer the Agreement, the Association will designate separate contract implementation and grievance officers for the faculty and academic staff.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Implementation of Fair Share Agency Fee

Dear Professor Fino:

It is agreed that, barring mutual agreement to the contrary, the University Administration will not reopen discussion on the Fair Share Agency Fee described in Article VI.A (Association Dues and Fair Share Agency Fees) during negotiations for a successor to the current contract.

Sincerely yours,

John P. Oliver
Deputy Provost

August 19, 2002

Professor Susan P. Fino
Chief Negotiator
Wayne State University Chapter AAUP-AFT
5440 Cass Avenue
Detroit, MI 48202

REFERENCE: Articles VI and XII Implementation

Dear Professor Fino:

As a result of implementation issues related to Article VI and Article XII, changes specified in those articles will go into effect by January 2003, except those otherwise-dated items noted in Article XII.

Sincerely yours,

John P. Oliver
Deputy Provost

March 17, 2005

Professor Charles Parrish
President
Wayne State University Chapter AAUP-AFT Local 6075
5440 Cass Avenue
Detroit, Michigan 48202

Re: 2N Committee - Employee Retirement Benefits

Dear Professor Parrish:

It is agreed that a 2N committee shall be formed to consider possible modifications in the employee retirement benefits currently provided by the University. Although the committee shall not present formal recommendations, it may provide information and analysis on options that may be used in the subsequent negotiations. In particular, the committee shall address the long-term and short-term costs of any modifications it considers, the anticipated impact of such modifications on current employees and retirees, and the means for paying for such modifications. It also may analyze options for modifying the current package of employee retirement benefits. In presenting options, the committee shall provide benchmark information about the practices of comparable universities.

The committee shall be formed no later than thirty days after ratification of this agreement and shall present its report to the Association and the University no later than March 1, 2006.

Sincerely yours,

Nancy S. Barrett
Provost

March 17, 2005

Professor Charles Parrish
President
Wayne State University Chapter AAUP-AFT Local 6075
5440 Cass Avenue
Detroit, Michigan 48202

Re: 2N Committee – Article XXIV

Dear Professor Parrish:

It is agreed that a 2N committee shall be formed to examine the operation of Article XXIV and to consider specific changes in it. Although the committee is not to present formal recommendations, it may provide information and analysis on options that may be used in the subsequent negotiations. In particular, the committee shall examine the process by which a faculty member may contest a proposed change in his or her assigned duties under Article XXIV(A-C) and shall identify areas of recurrent problems with the existing process. The committee may analyze options for ameliorating such problems. The committee also shall review the operation of Article XXIV(D) and may analyze one or more options for achieving more effectively the purpose of that provision.

The committee shall be formed no later than thirty days after ratification of this agreement and shall present its report to the Association and the University no later than March 1, 2006.

Sincerely yours,

Nancy S. Barrett
Provost

April 24, 2006

Professor Anca Vlasopolos
Chief Negotiator
Wayne State University AAUP-AFT
Detroit, MI 48202

Re: Basic Scientists and Fractional Tenure

Dear Professor Vlasopolos:

It is agreed:

1. Tenured/tenure-track basic scientists in the clinical departments of the School of Medicine whose appointments are at least less than 50% tenured/tenure-track will have these changed to at least 50% tenured/tenure-track appointments.
2. Basic scientists in the clinical departments of the School of Medicine may be appointed at no less than 50% tenure/tenure-track.
3. All future tenured/tenure-track faculty in basic science departments of the School of Medicine will be on full tenured/tenure-track appointments.
4. The conversion of the current faculty will be completed as soon as possible, but no later than October 1, 2006.

Sincerely yours,

Barbara Price
Associate Vice President for Academic Personnel

Nancy S. Barrett
Provost and Senior Vice President for
Academic Affairs

Charles Parrish
President, AAUP-AFT

August 1, 2009

Professor Charles Parrish
President
Wayne State University Chapter AAUP-AFT Local 6075
5057 Woodward, 3301 Maccabees Bldg.
Detroit, Michigan 48202

Re: Master Parking Gate Cards

Dear Professor Parrish:

It is agreed that, effective August 1, 2009, the Association may receive up to eight master parking gate cards at regular cost, to be used only for official Association business.

Yours truly,

Nancy S. Barrett
Provost and Senior Vice President for
Academic Affairs

August 1, 2009

Professor Charles Parrish
President
Wayne State University Chapter AAUP-AFT Local 6075
5057 Woodward, 3301 Maccabees Bldg.
Detroit, Michigan 48202

Re: Salary Amounts Recovered

Dear Professor Parrish:

It is agreed that, during 2009-12, the salary amounts recovered from the spill over from the application of the 2% across-the-board to salaries up to the capped levels will be distributed as selective-salary increases to selected bargaining unit members throughout the University following the rules set forth in the Agreement for selective-salary increases.

Yours truly,

Nancy S. Barrett
Provost and Senior Vice President for
Academic Affairs

August 1, 2009

Professor Charles Parrish
President
Wayne State University Chapter AAUP-AFT Local 6075
5057 Woodward, 3301 Maccabees Bldg.
Detroit, Michigan 48202

Re: Compensation Provisions Changed

Dear Professor Parrish:

This is to confirm that it is agreed that the University reserves the unilateral right to cause the compensation provisions changed during 2009 bargaining (Article XII.C.2 Across-the-Board Salary Adjustments; XII.C.4 Salary Adjustment Table; and XII.B Faculty and Academic Staff Salary Minima) to be reopened for bargaining by giving notice to that effect by June 30 in any year in which the contract is in place, in which event these compensation provisions may be changed by agreement effective not later than August 15 of the same calendar year.

Yours truly,

Nancy S. Barrett
Provost and Senior Vice President for
Academic Affairs

Letter of Agreement
Reference: 2N Committee on Online Education

The University Administration and the Association hereby agree that a 2N committee, with N equal to no less than three (3) and no more than five (5), shall be established to deal with matters related to online education. The University Administration and the Association shall each designate a co-chair from among their respective appointees. The committee shall be appointed no later than one month after the ratification of this Agreement.

The committee shall make recommendations on the following matters:

1. Rights of faculty members assigned to teach online courses, including rights to select course materials, methods of delivery, methods of interaction (including both asynchronous and synchronous methods), methods of examination, and appropriate virtual office hours;
2. Intellectual-property rights of faculty members with respect to recordings of lectures, lab tests, demonstrations, class discussions and similar electronically recorded or accessible materials;
3. Establishment of a fund for Online Course Training and Development under the Associate Vice President for Educational Outreach in an amount sufficient to support quality online instruction, along with principles for awarding grants from the fund to assist bargaining-unit members in developing new online courses or modifying existing on-campus courses for suitability for online instruction;
4. Guidelines for the determination of workload, including appropriate class size, for those assigned to create or teach a “first time” online course;
5. Guidelines for online-course preparation and teaching for bargaining-unit members on the tenure track that take into account the research and time required for the development of online courses;
6. Guidelines for University provision of hardware, software, and technical support to bargaining-unit members who teach online to ensure adequate delivery of material, curriculum development, course planning, and student interaction.

The report shall be forwarded to the Academic Senate, the Provost and the President on or before April 30, 2014. The Academic Senate shall consider the report and forward its recommendations to the Provost, the President, and the Board of Governors for consideration and such action as they deem appropriate.

January 31, 2013

Professor Anca Vlasopolos
Chief Negotiator
Wayne State University Chapter
AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, Michigan 48202

Re: Term Appointments

Dear Professor Vlasopolos:

It is agreed that bargaining-unit members on term appointments other than those on the tenure-track or ESS-track or clinical faculty in the School of Medicine, who have served at WSU for at least seven (7) years, will be given renewal contracts of at least two (2) years. The University may cancel these multi-year contracts after one year for financial reasons following the non-renewal provisions in Article XX.D.2, paragraphs 2 and 3. The financial reasons proffered by the Administration must be reviewed and approved by the President.

Clinical faculty in the School of Medicine may receive multi-year contracts at the discretion of the Chair and with the approval from the Dean.

Sincerely yours,

Margaret E. Winters
Associate Provost
for Academic Personnel

February 25, 2013

Professor Anca Vlasopolos
Chief Negotiator
AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, Michigan 48202

Re: 2N Committee on Health Insurance

Dear Professor Vlasopolos:

It is agreed that a 2N Committee shall be formed to review the University's health insurance program, identify and review possible health insurance options, and make recommendations to the President or his/her designee and to the President of the Association. The committee's goal is to provide recommendations on a package of high quality plans that may be offered to bargaining-unit members that is cost effective and competitive with plans offered at other universities and elsewhere.

Because of the possible implications for other University employees resulting from changes in benefits provided to bargaining-unit members, representatives of other employees may be consulted by mutual consent of the Association and the University Administration. The committee shall consist of four (4) members selected by the Association and four (4) selected by the University from within and outside Wayne State University. It is to be co-chaired by one (1) member designated by the Administration and one (1) by the Union. Either side may change its appointed members at its own discretion.

During the present year, the committee shall focus on developing recommendations on health insurance plans which could be offered as soon as practicable after January 1, 2014. These recommendations are to be forwarded to the President of the University, the President of the Association and the Board of Governors. The Board of Governors retains final authority on decisions based on these recommendations. In subsequent years, the committee shall issue an annual report each October to the President of the University, the President of the Association and the Board of Governors and such other reports as it sees fit to formulate; the Board of Governors retains final authority on decisions based on any recommendations.

The committee shall be provided all data and information relevant to the provision of health insurance at Wayne State University. The co-chairs shall

individually and/or jointly decide what data and information are relevant to the committee's work.

Sincerely,

Margaret E. Winters
Associate Provost
and Associate Vice President for Academic Affairs

May 7, 2014

Prof. Charles J. Parrish, President
AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, MI 48202

REFERENCE: Academic Staff Selective Salary Process and Committees

Dear Prof. Parrish:

It is agreed that the following practices will be adopted for the Selective Salary process for represented Academic Staff members effective with the 2013–14 academic year.

I. For units without three (3) or more ESS/tenured academic staff members (currently Athletics, the schools of Medicine, Law, and Social Work, the College of Nursing, and the Honors College).

There shall be an academic staff salary committee for each unit 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 his/her 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 five (5) working 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. Associate Vice President for Enrollment Management

Admissions
Financial Aid

Associate Vice President for Educational Outreach and International Programs

Educational Outreach, OISS, and Extension Centers

There shall be an academic staff salary committee for: (1) Enrollment Management and (2) Educational Outreach and International Programs. 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 president (or his/her 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 five (5) working days after ratings are determined.

B. Associate Provost for Student Success

Academic Success Center
APEX Scholars
Federal TRIO Program
Student Disabilities Services
Career Services
University Advising Center

Associate Provost and Associate Vice President for Undergraduate Affairs

Dean of Students Office and other Undergraduate Affairs
Academic Staff

Provost and Senior Vice President

Counseling and Psychological Services

There shall be a Division of Academic Affairs academic staff salary committee consisting of an elected representative from each of the eight (8) subdivisions listed above, with elections to be conducted within each unit. Members holding tenure or employment security status shall comprise the majority of the committee. The vice president (or his/her 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 five (5) working 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,

John D. Vander Weg
Associate Provost for Academic Personnel

September 26, 2014

Prof. Charles J. Parrish, President
AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, MI 48202

REFERENCE: Article XXIV Annual Reports for Faculty

Dear Prof. Parrish:

It is agreed that the text of Article XXIV.I.C.1 of the collective bargaining agreement relating to the time period of Student Evaluation of Teaching (SET) Scores will be changed as follows.

Each faculty member's annual report should consist of (a) an updated professional record; (b) a summary of the teaching evaluations for the ~~previous year~~ *last three (3) years*; and (c) a summary of the last three (3) years of the faculty member's activities, a presentation of current activities and what results are expected from these activities. All faculty members are required to submit an annual report and to participate in this process. Failure to participate in the annual process shall result in no selective-salary increase, no travel support, and no credit toward sabbatical leaves. Failure to participate in the annual review process two (2) times or more in any five (5)-year period shall also result in the forfeiture of any across-the-board raise. The salary committee's recommendation may form a basis for an adjustment in workload.

It is also agreed that this change will take effect with the annual selective salary reviews beginning in the 2014-15 academic year.

Sincerely yours,

John D. Vander Weg
Associate Provost for Academic Personnel

July 15, 2016

Prof. Charles J. Parrish, President
AAUP-AFT Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, MI 48202

RE: Clinical Faculty Positions in the Law School

Dear Prof. Parrish:

It is agreed that, effective Fall Term, 2016, the contractual cap on Faculty clinical appointments in the Law School will be increased from three (3) positions to nine (9) positions. Appointments to such clinical positions will continue to be considered Term Appointments under Article XX of the Collective Bargaining Agreement, and incumbents will be subject to annual performance evaluations as stated in Article XX.C.1 and 2.

It is further agreed that Faculty clinical appointments in the Law School will conform to the following pattern of multiyear term contracts:

1. All initial appointments shall be for a term of three academic years;
2. Under normal circumstances, the first renewal appointment shall be for a term of three academic years; and
3. Subsequent renewal appointments shall be for a term of five academic years.

Finally, it is agreed that all individuals holding Director titles with secondary teaching assignments in the Law School's clinical programs will be offered changes of appointment, conforming to their current appointment terms, to Faculty clinical appointments.

This agreement is limited to the Law School and its Faculty clinical appointees. Changes to this agreement will only be made upon mutual agreement between appropriate representatives of the Association and the Administration.

Sincerely yours,

John D. Vander Weg
Associate Provost for Academic Personnel

April 27, 2017

Prof. Charles J. Parrish, President
AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, MI 48202

REFERENCE: Faculty Mentoring

Dear Prof. Parrish:

Mentoring of tenure-track and tenured faculty is an essential process to ensure excellence in teaching, research or creative activities, and service. Therefore, it is agreed:

1. Tenure-track, probationary faculty shall have formal mentoring plans developed as part of their appointments. Such plans shall identify, as necessary, senior faculty mentors to assist the tenure-track faculty in achieving excellence in teaching, research or creative activities, and service as required by unit and university factors.
2. Past practice has established that Chairs or Program Directors engage in informal mentoring of term-appointed and tenured faculty, especially as Associate Professors contemplate applying for promotion to Professor. Such mentoring may address such topics as teaching assignments; undergraduate or graduate student engagement through directed studies, chairing or advising of theses or dissertations, and training of research assistants; and service to the unit, school or college, university, and community or discipline.
3. Nothing in this agreement alters Article XXIV of the collective bargaining agreement.

Sincerely yours,

John D. Vander Weg
Associate Provost and Associate Vice President for Academic Personnel

April 24th, 2019

Charles Parrish, President
Wayne State University Chapter AAUP-AFT
Local 6075, AFT/AFL-CIO
5057 Woodward Avenue, Suite 3301
Detroit, MI. 48202-4050

RE: Medical Insurance Programs for Academic Staff Retirement Buyouts

Dear Professor Parrish:

It has come to our attention that changes in federal law and commercial forces beyond the University's control, has resulted in different insurance offerings to University employees and retirees. It is therefore agreed as follows:

- 1: The collective bargaining agreement at Article XII.K.2.b., Retirement Buy-Out: Academic Staff states in part that: "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."
2. Since Total Health Care and Community Blue do not extend medical insurance coverage to retirees, it would be impossible for the University Administration to provide these plans to University retirees in such cases.
3. For all bargaining unit employees who elect the academic staff retirement buy-out pursuant to Article XII.K.2.b in the future, they will only be eligible for medical insurance programs where a provider makes such coverage to University retirees possible, so that the contract now

provides: three (3) years in one (1) of the University-subsidized medical insurance programs with the same subsidy provided to active employees, provided the insurance carrier offers retiree medical coverage.

4. A standardized letter will be sent out to academic staff when they opt for the retirement buyout that highlights options and limitations for health insurance over the time of the buyout.

Sincerely,

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

Approved:

For the AAUP-AFT:



Charles Parrish, President
AAUP-AFT, Local 6075

For the University:



Boris Baltes, Associate Provost for
Faculty Affairs & Associate Vice President
For Academic Personnel

March 2, 2020

Delivered via email

Charles Parrish, President
Wayne State University Chapter
AAUP-AFT, Local 6075, AFL-CIO
5057 Woodward Avenue, Suite 3301
Detroit, MI. 48202-4050

RE: LOA Regarding Composition of Evaluating and Review Committees for Joint Appointments

Dear Professor Parrish:


It is agreed that when a faculty or academic staff member receives a joint appointment, the composition of the Promotion and Tenure Committee and the Promotion and ESS Committee will reflect the proportionality of that appointment, with the stipulation that the tenure home department will never receive less than 50% representation on these committees. The selective salary process should be handled in the same fashion as annual reviews for joint appointments as outlined in Article XX, C.1. Specifically, selective salary review is to be carried out by the home unit. 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).

Sincerely,

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


Approved:

For the AAUP-AFT, Local 6075:



Charles Parrish, President
AAUP-AFT, Local 6075

For the University:



Boris Baltes,
Associate Provost for Faculty
Affairs & Associate Vice President
For Academic Personnel

Sept. 22, 2021

Ricardo Villarosa, Esq.
Chief Negotiator
AAUP-AFT LOCAL 6075, AFL-CIO
Wayne State University Chapter
5057 Woodward Avenue, Suite 3301
Detroit MI 48202

REFERENCE: 2021 2N Committee Teaching faculty

Dear Mr. Villarosa:

In order to provide an orderly transition of ranks from Lecturer/Senior Lecturer to the new Teacher track, i.e. Assistant Professor (Teaching), Associate Professor (Teaching), and Professor (Teaching), we agree to the following:

- Immediately following the ratification of the CBA, a 2N committee will be established to develop recommendations for a promotion process for Teaching faculty, including but not limited to appropriate levels of approval of such promotions, University factors and selective-salary and promotion guidelines as appropriate. Recommendations that result in any actions or policies adopted by the Provost, President, or the Board of Governors that are subjects of collective bargaining shall result in a further Letter of Agreement (LOA) between the Association and the University. The 2N committee will have a deadline of 30 January 2022 to complete its work. The process will go into effect as soon as it is approved.
- Within one (1) year of the ratification of the CBA, bargaining-unit members, including representation from those who will be eligible for the (Teaching) faculty ranks, in all units with (Teaching) faculty will either modify existing promotion factors or create new ones to provide a framework for promotion for (Teaching) faculty. In Schools/Colleges, appropriate committees shall be charged with creating or modifying factors. In departmentalized Schools/Colleges, departmental factors may also be developed or modified. Following the normal procedures for the development of new factors and modification of existing ones, based on the process identified in Article XXIII, Section A.3.a of this Agreement, these factors will go into effect one (1) year after approval. At the option of the bargaining-unit members, the factors may be applied as effective upon approval of the new factors.

Sincerely yours,



Margaret E. Winters
Chief Negotiator

Sept. 22, 2021

Ricardo Villarosa, Esq.
Chief Negotiator
AAUP-AFT LOCAL 6075, AFL-CIO
Wayne State University Chapter
5057 Woodward Avenue, Suite 3301
Detroit MI 48202

REFERENCE: 2021 2N Committee on Online Education

Dear Mr. Villarosa:

In recognition of the unprecedented changes to online teaching brought on by the COVID-19 global pandemic, the University Administration and the Association hereby agree that a 2N committee, with N equal to no less than three (3) and no more than five (5), shall be established to deal with matters related to online education. The University Administration and the Association shall each designate a co-chair from among their respective appointees. The committee shall be appointed no later than one (1) month after the ratification of this Agreement.

The committee shall review the report – “3N Committee on Online Teaching: Final Report June 18, 2019” and be guided by recommendations from the report on

1. Protecting Intellectual Property Rights of Faculty for Course Materials
2. Ensuring Equity in Faculty Workload and Compensation
3. Securing Institutional Technology and Student Service Support
4. Enhancing Training and Professional Development

The committee shall update recommendations including but not limited to the above matters, from the explicit standpoint and awareness of the changing context of online education from pre-pandemic, pandemic, and post-pandemic.

A draft will be shared with the Academic Senate for comment prior to the submission of the final report to the Association and the University. The final report shall be forwarded to the Association and the University no later than January 30, 2022. Recommendations from the final report that result in any actions or policies adopted by the Provost, President, or the Board of Governors that are subjects of collective bargaining shall result in a further Letter of Agreement (LOA) between the Association and the University.

Sincerely yours,



Margaret E. Winters
Chief Negotiator

Sept. 22, 2021

Ricardo Villarosa, Esq.
Chief Negotiator
AAUP-AFT LOCAL 6075, AFL-CIO
Wayne State University Chapter
5057 Woodward Avenue, Suite 3301
Detroit MI 48202

REFERENCE: Increased Co-Pay Amounts

Dear Mr. Villarosa:

It is agreed that, effective upon ratification (or January 1, 2022) of the collective bargaining agreement by the Association's membership and the University's Board of Governors, the University may:

1. Implement a three-tier Rx co-pay schedule of \$10.00/\$25.00/\$55.00 for all medical plans.
2. Institute a \$100 emergency room co-pay across all plans (co-pay shall be waived if covered member is admitted).
3. Keep office visit co-pays at \$20. Increase specialist office visit co-pays and urgent care co-pays to \$30.
4. Institute a \$100 single/\$200 family in-network deductible.

This proposal shall supersede the Letter of Agreement of February 25, 2013, at page 183 of the 2013-2021 collective bargaining agreement, which shall be deleted.

Sincerely yours,



Margaret E. Winters
Chief Negotiator

Sept. 22, 2021

Ricardo Villarosa, Esq.
Chief Negotiator
AAUP-AFT LOCAL 6075, AFL-CIO
Wayne State University Chapter
5057 Woodward Avenue, Suite 3301
Detroit MI 48202

REFERENCE: 2N Committee Use of the Student Evaluation of Teaching Form

Dear Mr. Villarosa:

The Association and the Administration agree that within thirty (30) days of the start of the academic year following the ratification of the Agreement there shall be a 2N committee formed to study and submit recommendations to the Association and the Provost's Office for additional to the Guidelines for Selective Salary Evaluation of Faculty, specifically related to the use of the Student Evaluation of Teaching (SET) form. The committee's written recommendations shall be submitted within sixty (60) days of the committee's formation. The committee shall be guided but not bound by the following principles and areas of inquiry related to evaluation of teaching:

Consideration of variations due to:

- Biases that can impact student evaluations (e.g., course type, instructor characteristics, expected grade, and the students' prior content knowledge);
- Individual course characteristics (e.g., demographics attendance, required/elective);
- Preparation issues (e.g., first-time offering, significant innovations in contract, or teaching methods); or
- Mode of delivery: face-to-face, online (synchronous/asynchronous), of the variations of hybrid.

The recommendations of the committee shall be reviewed jointly by the Association and the Provost to reach mutually agreeable additions to the Guidelines for Selective Salary Evaluation of Faculty. Any resulting changes will be effective in the Selective Salary review cycle agreed to by the Association and the University at the time those changes are adopted. The Association and the University agree further to jointly develop messaging to bargaining-unit members, deans/chairs/directors in the Schools/Colleges and all other instructional personnel to increase awareness of the Selective Salary Guidelines and the role they play in the Selective Salary process.

Sincerely yours,



Margaret E. Winters
Chief Negotiator

Sept. 22, 2021

Ricardo Villarosa, Esq.
Chief Negotiator
AAUP-AFT LOCAL 6075, AFL-CIO
Wayne State University Chapter
5057 Woodward Avenue, Suite 3301
Detroit MI 48202

REFERENCE: Flexible Work Arrangements (FWA) and Remote Work

Dear Mr. Villarosa:

The University and the Association recognize and support the growing need to offer bargaining-unit members Flexible Work Arrangements (FWA) as alternative approaches to where, when, and how work is performed. FWA has many benefits which enable employees to balance work and personal needs while meeting job performance and University goals. FWA can also increase employee satisfaction and engagement while providing excellent advantages for employee attraction and retention. The University and the Association hereby agree that a 2N committee, with N equal to no less than three (3) and no more than five (5), shall be established to address matters related to the proposed changes to University Policy 3.4.7 Flexible Work Arrangement(s) - (FWA) that is being piloted during the fall 2021 semester. The 2N committee shall be formed within thirty (30) days of the ratification of this Agreement.

The committee shall review the pilot implementation of the FWA policy and make recommendations regarding the continuing implementation of the policy with regard to bargaining-unit members to the Association and the University no later than March 31, 2022; these recommendations will be forwarded to the committee evaluating the pilot policy. Any resulting adjustments to the application of the policy to bargaining-unit members may result in a further Letter of Agreement (LOA) between the Association and the University.

The University reserves the right to discontinue or modify the pilot before its scheduled end date at any time with a ten (10) working day notice to the Association. If the University elects to keep or modify the program after the scheduled end date of the pilot program, the University agrees that the Union may engage in impact bargaining as to its applicability to its membership.

Sincerely yours,



Margaret E. Winters
Chief Negotiator

Associate Professor Danielle Aubert
President, AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, Michigan 48202

Re: Salary Equity Adjustment Fund

January 25th, 2022

Dear Professor Aubert:

The University and the Association agree that salary inequities within a department/college may exist for a variety of reasons. A pool of \$100,000 shall be established for the selective salary review process in AY 21-22, and a pool of \$200,000 for each year of the following two selective salary review cycles (AY 22-23, AY 23-34) to be used to address potential salary inequities. The required funds shall not be taken from negotiated compensation-increase pools. The fund shall be cumulative, and any balance remaining after the selective salary review process of AY 23-24 shall be used for equity adjustments in the selective salary review process of AY 24-25. If any funds still remain after AY 24-25 they will be forfeited.

While the University and the Association acknowledge the importance of salary adjustments to reflect competitive changes in the academic market or reward outstanding professional contributions, the purpose of this pool is to correct inequities among bargaining unit members that are not otherwise justified by differences in professional performance.

Recommendations for salary equity adjustments may be made by the unit head in consultation with the salary committees during the selective salary review process. If a unit has multiple recommendations, they should be rank ordered in terms of importance. The University's implementation of salary adjustments shall be reported to the salary committee of the unit and to the Association.

Equity adjustments shall be made at the discretion of the University, with consideration given to the salary committee requests received during the selective salary review process. Salary adjustments will be prospective only and no backpay can be awarded. As provided in the collective bargaining agreement Article XII.C.4. regarding selective salary adjustments, equity adjustments are not subject to the grievance procedure and decisions cannot be appealed. After the initial year the University and Association will discuss whether additional guidelines are needed for the remaining years of this agreement.

Sincerely,

A handwritten signature in black ink on a light yellow background, reading "Boris Baltes".

Boris Baltes Sr. Associate Provost for Faculty Affairs and AVP for Academic Personnel

Associate Professor Danielle Aubert
President, AAUP-AFT, Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, Michigan 48202

Re: Minimum Length Requirements for Promotion of Teaching Faculty and Non-Tenure Track Faculty Representation on Departmental T&P or Equivalent Committees

March 29th, 2022

Dear Professor Aubert:

Based on changes to the renewal and promotion process for non-tenure track faculty in the 2021-2024 collective bargaining agreement, the University and the Association agree to the following

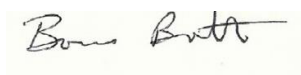
- 1) Minimum length requirements for promotion for teaching faculty established in the new University factors will not apply to lecturers and senior lecturers converted to associate professors of teaching during the 2021-2022 Academic Year.
- 2) Promotions for teaching faculty will commence in AY 23-24 with the first promotions taking place in August 2024. Department or equivalent unit, college, and university-level factors statements must be in place no later than December 31, 2022. If, for whatever reason, department or college-level factors statements have not yet been implemented, promotion applications from that unit shall be considered based on university-level factors without reference to specific unit and/or college factors. For this reason, university-level factors shall be prioritized and implemented as soon as possible before the December 31, 2022 deadline.
- 3) Non-tenure track faculty should, starting in academic year (AY) 22-23, have representation on departmental Tenure and Promotion or equivalent committees for the purposes of peer review of other non-tenure track faculty.

While the current collective bargaining agreement does not exclude non-tenure track faculty from departmental level promotion committees, in most cases, departmental tenure committees also serve as promotion committees, and non-tenure track faculty are not eligible to serve on tenure committees. Therefore, as of AY 22-23, 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, elected by the faculty in the department or unit, on the faculty Tenure and Promotion or equivalent committee. The non-tenure track faculty member is only to attend committee meetings for which a review of non-tenure track faculty will take place.

For AY 21-22, 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 non-tenure track faculty in the department or unit, on the faculty Tenure and Promotion or equivalent committee. The non-tenure track faculty member is only to attend committee meetings for which a review of non-tenure track faculty will take place.

Non-tenure track faculty members shall not participate in or vote on a promotion and/or tenure recommendation for tenure-track faculty. Non-tenure track faculty shall only participate in the review process and participate in and vote on a promotion recommendation for other non-tenure track faculty members at or below their own 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.

Sincerely,



Boris Baltes Sr. Associate Provost for Faculty Affairs and AVP for Academic Personnel

May 17th, 2022

Associate Professor Danielle Aubert
President, AAUP-AFT Local 6075
5057 Woodward Avenue, Suite 3301
Detroit, Michigan 48202

Re: Tenure and ESS Clocks

Dear Associate Professor Aubert:

It is agreed that due to the continued impact of the pandemic on academic efforts related to scholarship (faculty) or professional achievement (academic staff) there shall be an automatic tenure/ESS clock stop for all tenure-track faculty and ESS-track academic staff unless they choose to opt-out or have already received two tenure clock-stops because of COVID. Extensions of the tenure/ESS clock do not increase expectations. This automatic tenure/ESS clock stop is designed to remove any stigma attached to extending the clock, and to make it clear to all involved in the tenure and promotion process that expectations and standards for tenure and promotion remain unchanged.

This tenure clock stop will be the second one allowed for tenure-track faculty and ESS-track academic staff with respect to COVID. As noted, it will not apply to those faculty or academic staff who have already received two tenure clock stops because of COVID. Furthermore, this tenure/ESS clock stop will not apply for faculty or academic staff who start the promotion and tenure/ESS process in academic year 2022-23. If a bargaining unit member chooses to opt-out of this tenure clock stop, they should inform their chair(supervisor)and/or dean, as well as the Provost's office at facultyaffairs@wayne.edu, by **June 15th, 2022**.

Sincerely,

A handwritten signature in black ink that reads "Boris Baltes". The signature is written in a cursive style and is positioned above a light yellow rectangular background.

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



May 20, 2023

Professor Boris Baltes
Senior Associate Provost for Faculty Affairs
Associate Vice President of Academic Personnel
Wayne State University

Dear Professor Baltes

As per our communications, it is agreed that, effective Spring/Summer Term, 2023, the contractual cap on Faculty clinical appointments in the Department of Psychology will be increased from two (2) positions to three (3) positions.

Sincerely yours,

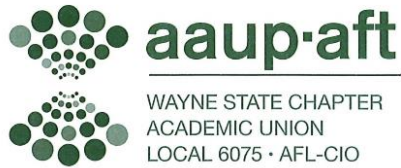
Danielle Aubert,
President,
AAUP-AFT Local 6075

REPRESENTING WAYNE STATE
FACULTY AND ACADEMIC STAFF
Danielle Aubert, President
Michelle Fecteau, Executive Director

office@aaupaft.org
www.aaupaft.org



5057 Woodward Avenue, Suite 3301
Detroit, Michigan 48202-4050
(313) 577-1750
fax (313) 577-8159



July 27, 2023

Professor Boris Baltes
Senior Associate Provost for Faculty Affairs
Associate Vice President of Academic Personnel
Wayne State University

Dear Professor Baltes,

The university and the association agree to the below revision to the Payroll Deduction Authorization Form for AAUP-AFT Local 6075. This form will replace the form that is printed in the 2021–2024 AAUP-AFT/WSU Collective Bargaining Agreement, Article VI.I.

Sincerely,

Danielle Aubert
President
AAUP-AFT Local 6075

Boris Baltes
Senior Associate Provost for Faculty Affairs
Wayne State University

REPRESENTING WAYNE STATE
FACULTY AND ACADEMIC STAFF
Danielle Aubert, President
Michelle Fecteau, Executive Director

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(313) 577-1750
fax (313) 577-8159



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.

Form with fields for Last Name, First Name, Banner ID, Home address, City, State, Zip, Email address (non-WSU), Phone (non-WSU), Job Title, Department, School/College, Signature, and 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

Or email office@waunion.org

To complete this form online:



November 10th, 2023

Prof. Danielle Aubert, President AAUP-AFT, Local 6075

REFERENCE: Academic Staff Selective Salary Process and Committees

Dear Prof. Aubert:

It is agreed that the following practices will be adopted for the Selective Salary process for represented Academic Staff members effective with the 2023–24 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. Academic Student Affairs & Global Engagement

Academic Success Center
Warrior 360
Federal TRIO Programs
Student Disabilities Services

Career Services
University Advising Center
International Programs
Educational Outreach

There shall be a divisional academic staff salary committee for Academic Student Affairs & Global 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 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. Academic Affairs

Dean of Students Office
Office of Multicultural Student Engagement
Registrar
Type 1 University Centers
Any other Academic Staff member who does not fall under A or B

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 Associate Provost for Academic Personnel



Wayne Academic Union

5057 Woodward
Suite 3301
Detroit MI 48202

+1 (313) 577-1750
office@waunion.org
waunion.org

To: Boris Baltes, Senior Associate Provost for Faculty Affairs
and Associate Vice President for Academic Personnel

Re: Factors for promotion for tenured and tenure-track faculty

December 4, 2023

Dear Associate Provost Baltes:

It is agreed that the 12-month requirement for the implementation of the University factors for tenured and tenure-track faculty be waived for the new factors that were shared on November 9, 2023. The fact that these factors were not in place for 12 months before their use is not grievable. The new university-level factors are more expansive than the previous set of factors. Thus, they may be used for the P&T process in AY 24-25.

The 12-month requirement for updates to college and department level factors, as defined in Article 22 of the Collective Bargaining Agreement, will remain in place.

Sincerely,

Danielle Aubert
President, Wayne Academic Union



To: Boris Baltes, Senior Associate Provost for Faculty Affairs and Associate Vice President for Academic Personnel

Re: Letter of Agreement Regarding Ownership of Course Materials

January 12, 2024

Dear Associate Provost Baltes:

A. The University recognizes that the copyright in course materials is owned by the faculty member who created those course materials, and hereby transfers to that faculty member any copyright it may hold in those course materials, subject to subsections B and C below. If course materials are jointly created by two or more faculty members, the rights to those course materials will be determined for each creator separately.

B. If (1) the University has provided a faculty member with additional monetary compensation (beyond the faculty member's normal salary) to create course materials, (2) a faculty member is hired, at least in part, to develop a course and/or course materials, or (3) the University has provided a faculty member with other non-monetary consideration to create course materials, then, provided a written agreement or an email exchange between the faculty member and the University or the relevant School, College, or Division so states, the University owns the copyright to those course materials. If course materials were created using grants or research funds, the copyright remains with the faculty member unless the terms of the grant or research agreement stipulate otherwise. For the avoidance of doubt, the provisions of this subsection B are effective beginning on the date of this LOA and do not affect any prior understandings between the University and a faculty member.

C. The University may make use of course materials as needed to maintain its accreditation and meet legal and compliance obligations or as otherwise agreed in writing or in email by the faculty member who owns such course materials. Except as provided in subsection B above, nothing in this LOA allows the University or any School, College, or Division to supply such course materials to (or knowingly permit the use by) any person to teach a course without the written permission of the faculty member who owns the copyright to such course materials.

D. For purposes of this LOA, "course materials" means all materials used in teaching, including course syllabi, lesson plans, tests, lecture notes, handouts, presentations, course shells, and any course-related content that is hosted on Canvas or any other learning management platform.



Wayne Academic Union

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E. This LOA is intended to be consistent with and does not override the University's statute on Patent and Copyright, Board of Governors' Statute No. 2.41.04, which the Collective Bargaining Agreement incorporates.

Sincerely,

Danielle Aubert
President, Wayne Academic Union

Signatories to Agreement

<p>Wayne State University</p> <p><i>Margaret E. Winters</i></p> <hr/> <p>Margaret E. Winters Chief Negotiator</p>	<p>AAUP-AFT LOCAL 6075, AFL-CIO Wayne State University Chapter 5057 Woodward Avenue, Suite 3301 Detroit MI 48202</p> <p><i>Ricardo Villarosa</i></p> <hr/> <p>Ricardo Villarosa, Esq Chief Negotiator</p>
<p><i>Boris Baltes</i></p> <hr/> <p>Boris Baltes Associate Vice President for Academic Personnel</p>	<p><i>Danielle Aubert</i></p> <hr/> <p>Danielle Aubert President</p>
<p>Date <i>22 Sept 2021</i></p>	<p>Date <i>9.22.21</i></p>

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