

AGREEMENT

between

WAYNE STATE UNIVERSITY

and the

WAYNE STATE UNIVERSITY

UNION OF PART-TIME FACULTY

AFT LOCAL 477, AFL-CIO

July 15, 2016–July 14, 2020

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Article I
UNION RECOGNITION

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

A. Included Employees:

1. All Employees with instructional duties who are not represented by the AAUP-AFT or GEOC/AFT.
 - a. These Employees will be represented for all of their part-time assignments, including advising and clinical supervision.

Members of the GEOC/AFT bargaining unit appointed as Part-time Faculty as an overload in compliance with the GEOC contract in the Fall or Winter terms are included in the unit for the Part-time Faculty portion of their employment.

2. Instructional duties may include, but are not limited to:
 - a. Teaching students;
 - b. Online instruction of students;
 - c. Evaluating student performance;
 - d. Grading;
 - e. Tutoring;
 - f. Monitoring student activity in laboratory classes or sections.
 - g. Supervising student teachers

B. Excluded Employees:

1. All Medical School Employees.
2. Tenured faculty.
3. Research, temporary, clinical, and adjunct faculty:
 - a. Research assistants, research associates, and research scientists;
 - b. Visiting professors with tenure or tenure-track status at another institution of higher education;
 - c. Guest speakers employed for a single specific limited purpose who are compensated with a single-sum one-time nominal payment and who do not grade student work;
 - d. Speakers for a non-credit professional development workshop employed for a single specific limited purpose;
 - e. Clinical Employees who:
 - i. Are employed by the Eugene Applebaum College of Pharmacy and

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

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

Article II DEFINITIONS

A. UPTF

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

B. Union

By “Union” this Agreement shall refer to the UPTF.

C. University

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

D. Employee

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

E. Employer

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

F. Day

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

G. Year

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

H. Unit

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

I. Semester

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

**Article III
NONDISCRIMINATION**

A. Wayne State University and the UPTF-AFT recognize an obligation and reaffirm by this Agreement their commitment to achieve equal employment opportunity and non-discrimination within the University. Consistent with University policies, the University and the Union shall not discriminate on the basis of race, color, veteran status, height, weight, national origin, ethnicity, religion, political affiliation, political beliefs, marital or familial status, age, gender, gender identity or expression, pregnancy, sexual orientation, or disability, including HIV status, of those capable of performing their professional duties. Nothing in this section shall be construed to prohibit Wayne State University from the application of *bona fide* occupational qualifications as may be appropriate or from taking such measures as may be permissible by law to protect the health and safety of the University community. Discrimination resulting from sexual harassment as defined by the Board of Governors’ statute of July 15, 1983, shall be subject to the grievance procedure. Such a grievance may be filed only after remedies under the Board of Governors’ statute

have been exhausted.

- B. Employees who believe that they have been subject to discrimination in violation of this Article may choose to pursue their claim either through the University's internal discrimination process administered by the Office of Equal Opportunity or through the grievance procedure of this Agreement. The initial choice of one of these two internal procedures is binding as to the discrimination aspect of any claim and prohibits the filing or processing that same discrimination claim through any other internal procedure. Employees may first attempt to resolve their claims informally with their immediate supervisors without invoking the grievance procedure. If the Employees proceed through the grievance procedure, the grievance will begin at Step Three, as set forth in Article XX of this Agreement.
- C. Neither the University nor Union shall directly or indirectly discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of such Employee's membership in the Union, such Employee's participation in any activities of the Union or collective professional negotiations with the University, or such Employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Article IV UNION DUES

A. Union Dues and Service Fees

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

B. Deduction Authorization Card

UNION OF PART-TIME FACULTY UNION MEMBERSHIP / AGENCY FEE CARD

Name _____
Department _____
WSU Banner ID _____
Email Address of Employee _____

The contract negotiated by the UPTF and the University allows Employees receiving benefits from the contract to pay either Union Dues or an Agency Fee. This card is for that purpose. The UPTF is the legal collective bargaining unit for all Part-time Faculty (PTF) at WSU. This means the University is obligated to bargain a contract with us concerning our pay and working conditions. The UPTF also represents any PTF in grievances regarding their employment. Union membership allows you to participate in all levels of the Union's decision-making processes, including voting. To become a member, you must check the box marked "Union Dues."

Please Check One:

Union Dues (Member) _____
Agency Fee (Non-Member) _____

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

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

Revised March 2016

C. Remission and Reporting

1. The Employer will furnish to the Union, by email sent out no later than five (5) business days of each pay date, an Excel spreadsheet listing the names and amounts deducted for all members of the bargaining unit all dues and agency fees collected for that pay cycle.
2. The Employer shall furnish the Union, no later than the tenth of each month, an electronic listing of all dues and fees deducted for the previous month from members of the bargaining unit. This report shall include columns identifying whether the Employee is coded as a Dues or Agency Fee payer and another column that totals the amount of dues of fees collected (Academic) Year to Date. A remittance of all dues and agency fee deductions, payable to the Union, shall accompany the listing. The amount collected from each pay will be set at a level

such that by the final pay period for that semester, the Employee will have paid the full amount for that semester. The Employer shall not be responsible for collecting funds for more than the current semester.

3. The Employer shall also furnish the Union with photocopies or scanned PDF files of dues and/or service fee forms reflecting a change in authorization.

D. Indemnification

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

**Article V
UNION RIGHTS**

- A. The Union may schedule meetings on campus. Requests for such space shall be made through standard University procedures.
- B. The Union may contract for University services, duplicating, printing, audio-visual, photographic, and computer and food services and other such services as may be contracted for by other campus organizations.
- C. The Union shall have the right to post notices in every department that has unit members. The Union shall also have the exclusive right to post notices in mutually agreed-to public places on the main campus and the extension centers.
- D. The Union shall be afforded reasonable use of University campus mail services.
- E. The Employer shall provide a working internet link to this Agreement and to the Union's website on the University's website.
- F. Union representatives may use University email and telephones, if available, for Union business. A Union officer may request a photocopy account in his or her academic unit to make occasional small numbers of copies for purposes of contract administration.
- G. At the Union's request, the Administration will provide up to four (4) premium parking passes to Union Officers or designees each semester. The Union will reimburse the University for associated costs of the parking passes.
- H. Meetings related to contract administration shall be scheduled at mutually agreed upon times.

- I. Twice a semester, on September 21, and October 28 in the Fall semester, January 28 and March 3 in the Winter semester and May 27 and June 30 in the Spring/Summer semester, the Employer will provide to the Union, at no cost to the Union, a report of all known current bargaining unit members employed by the University. The report shall include the following data elements in an electronic format: Employee name, Banner ID number, Access ID number, compensation, FTE, CRN, where the PTF is the Instructor of Record, position class code, appointing department or unit and code, contract start date, contract end date, University email address, aggregate number, gender, international/domestic student status for WSU graduate students teaching in the Unit, home address, and home telephone number, if available. For individuals employed through Educational Outreach, no appointing department or college will be identified, but the Employer will provide the labor organization codes and a table defining the relationship between the organization codes and the academic programs.
- J. The University will furnish a report to the union, no later than September 5, September 30, January 20, February 15, May 15, June 5, and July 10 that includes 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. In addition, it will provide a report by College/Department of the assignment of any other PTFs or IAs who may not be listed as instructor of record. The reports listing such PTFs and IAs shall include the Banner ID and access ID for each Employee listed.
- K. Once per semester, the University will provide the union with a post-census date Class Schedule Report. The reports will be provided on or about September 15 for Fall, January 20 for Winter, and July 15 for Spring/Summer
- L. The University will establish a Blackboard site that the Union can use to communicate with its members.

Article VI
EMPLOYER RIGHTS

- A. Except as abridged by this Agreement, all powers, rights and authority of the Employer are reserved by the Employer, and the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:
 - 1. to determine the type and kind of work to be performed;
 - 2. to make financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures, but excluding financial decisions concerning wages, hours, and working conditions;

3. to determine the number, location, or relocation of facilities, buildings, and rooms;
 4. to determine its organizational and business structure;
 5. to determine whether to transfer or discontinue work, or to contract classroom instruction not performed on the main or satellite WSU campuses;
 6. to determine the necessity for work by Employees;
 7. to discipline, suspend, or discharge Employees for just cause;
 8. to determine the duration of employment as set forth in the Employee's most recent letter of offer;
 9. to engage in normal and customary supervision;
 10. to determine materials and equipment to be used by Employees and the method and means by which work shall be performed and services provided; and
 11. to have any work performed at any other location.
- B. It is further expressly agreed that the Employer retains sole and exclusive control over all matters pertaining to the selection and direction of Employees, including, by way of illustration but not by way of limitation, the right:
1. to hire, select, assign, promote, or transfer Employees, both in person and in job title, and except that in no case shall Employees or job titles be reclassified for the sole purpose of exclusion from the bargaining unit;
 2. to determine the number and qualifications of Employees;
 3. to adopt and enforce rules and regulations, including rules and regulations covering smoking by Employees and other health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities;
 4. to determine quality and performance standards for teaching;
 5. to determine job duties and responsibilities;
 6. to create new job classifications and modify existing job classifications;
 7. to determine class size;
 8. to determine all academic policies, procedures, rules and regulations;

9. to determine course curriculum and content; and
 10. to perform all other functions inherent in the administration, management and control of the University.
- C. Nothing contained in the description of Employer rights set forth in A and B waives the Union's right to collectively bargain mandatory subjects of bargaining.

Article VII EMPLOYEE RIGHTS

A. Personnel Records

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

B. Texts

The college, department, or employing unit will make arrangements for Employees to be able to obtain texts when provided free of charge by the publisher. Any instructional materials that the dean, department chair or designee requires to be used in teaching a course or that are required of students taking the course will be made available at no cost to the Employee.

C. Office Space and Access

The college, department, or unit will provide a desk or work surface for an Employee if necessary for the fulfillment of the Employee's work obligations. If an Employee is required to hold office hours, suitable space will be provided to fulfill this requirement. An Employee's department or unit shall make arrangements for the Employee's access to that space and to the building containing it. The department chair, dean or designee will determine the need for space and access in conformity with unit resources.

D. Supplies/Equipment

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

Employees' employment obligations.

E. Classroom Facilities and Support

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

F. Mailboxes

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

G. Library Privileges

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

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

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

H. Part-time Faculty Listing

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

**Article VIII
EMPLOYEE DUTIES**

Determination and Assignment of Duties

- A. The department, college or school, in conjunction with the represented Employee's supervising staff member, shall determine the required duties of the Employee. Specific assignments will be determined relative to the needs of the hiring department, college or school and the programs it delivers or plans to deliver.
- B. The duties required of the Employee are listed in the Employee's letter of offer and in

the Undergraduate Bulletin in the section on Obligations of Faculty and Students to the Instructional Process. The Undergraduate Bulletin is available on the University's website. The current version of this section is included in Appendix A.

Article IX ACADEMIC FREEDOM

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

Article X INTELLECTUAL PROPERTY

A course offered by the University, and the materials developed to meet the requirements for University approval of a course is property of the University. An Employee's lesson plans and materials generated in support of those lesson plans (such as, but not limited to, an Employee's notes, handouts, audio-visual and computerized presentations, and tests) remain solely the property of the Employee.

Any materials developed by a PTF member to support, and/or deliver Distance Education instruction shall be governed by the University's Recommended Policies for Implementing Distance Education at Wayne State University. Any course materials or published works produced in the course of a PTF member's service at the University shall be governed by the University's statute on Patent and Copyright, Board of Governors' Statute No. 2.41.04, which this Collective Bargaining Agreement incorporates.

Article XI PROFESSIONAL DEVELOPMENT

- A. The university recognizes that access to professional development activities is important for the Employee and strengthens the university. Therefore, unless prohibited by the AAUP-AFT contract:
1. The university agrees to provide adjuncts with equal access to university sponsored professional development workshops or seminars.
 2. All Employees shall be eligible to apply for grants or other funds that the university offers, or that private companies or individuals offer through the university.
 3. The Office of Teaching and Learning will develop training topics aimed specifically at PTF at least twice annually. PTF participating in such training shall be compensated \$50.00 from the Professional Development fund.

4. The Union, the Provost's Office, and the OTL will collaborate in setting up Welcome Back/New PTF Orientations in September and January of every year. Attendance at this event will also be compensated \$50.00 from the UPTF Professional Development Fund.
5. Individual PTF who wish to acquire additional skills useful in their teaching may request individualized training from the OTL.

B. Part-Time Faculty Professional Development Fund

1. Effective September 1, 2008, the Employer shall establish a PTF Professional Development Fund. The annual level of funding will be \$25,000. Funds budgeted in a prior fiscal year, but unexpended, will carry forward to the next fiscal year.
2. The method of allocating these funds will be determined by agreement between the Provost/designee and the Union.
3. Current Practice: any policies or past practices for the granting or dispersal of funds for travel support and other professional development opportunities to Employees that are currently in place by academic units shall remain in place, unless superseded by another part of this Agreement.
4. Nothing in this Article shall prevent the Employer from granting additional professional development and/or educational opportunities to Employees outside those described in this Article.

C. Part-Time Faculty Professional Development Grants

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

Article XII
CONFLICT OF COMMITMENT

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

Article XIII
HEALTH AND SAFETY

- A. The Employer recognizes its obligation to promote a safe and healthful working environment in compliance with OSHA and MIOSHA standards.
- B. Should an Employee become aware of a condition that endangers their health and safety, the Employee shall promptly report the condition to their supervisor. Upon receipt of such notification, the supervisor shall review the situation with the Employee. If the supervisor and the Employee are unable to resolve the condition within a reasonable time, the Union may request a special conference as provided in Article XXIII.
- C. Employees shall perform their duties in a safe manner, using all health and safety equipment provided by the Employer. Failure to use such equipment may be grounds for disciplinary action. The Employer shall provide information about procedures to be followed in the event of an emergency, and how to request first aid information and supplies or equipment when needed.
- D. Administration, Faculty and Students all have an interest in a safe environment that promotes learning. Employees need not fear that a complaint against a student for disruptive or violent behavior will be used as evidence of the Employee's poor performance in the classroom. Employees are encouraged to examine Wayne State's policies on student conduct. These policies can be accessed through the website of the Dean of Students.
- E. The University will adhere to recommendations for closure following the declaration of a Public Health Emergency by the State of Michigan. In the case of a recognized severe public health threat affecting the University, and consistent with University emergency policies, all Employees are expected to practice appropriate social distancing strategies while, to the degree practicable, fulfilling their professional obligations. This may involve use of email, Blackboard, or other distance-based instructional strategies.

Article XIV
POSTING

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

- L. The above process may not apply in situations that require a position to be filled in an emergency.

Article XV
COURSE POOLS

A. Definition

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

B. Placement of PTFs

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

C. Each Department or hiring Unit will maintain and--as needed--update lists of its separate Course Pools and the ranking of Part-time Faculty as PTF1, PTF2, or PTF3 within those Course Pools.

1. Within six weeks of the beginning of the fall semester, every Unit shall make available to each Employee, by posting in a location available to all part-time faculty, or by university email, the current list of Course Pools in the Unit.
2. Once the Course Pool list is compiled, Employees may request information as to what Course Pool(s) they are in and the total number of semesters that they have taught within each Course Pool.
3. The Union will receive a copy of the list of Course Pools with the information in 2 (above) for each Employee.
4. An Employee teaching in multiple pools may petition in writing to the Department or Hiring Unit Head making her/his case for collapsing two or more

existing pools into a single pool. The Department or Unit Head will consult with the content specialists within the Unit and then respond in writing within 14 days of receiving the petition. Denial of the petition will not be grievable.

- D. Minor changes to course content, delivery, or pedagogical methods shall not constitute justification for changing the Course Pool.
- E. If a course is transferred from one Unit to another without substantive change in content, delivery, or pedagogical methods, an Employee who had taught in the earlier Course Pool and is now in the unit into which it is transferred shall have previous semesters of teaching that course count towards the six (6) semesters required for evaluation and promotion to PTF2 or PTF3 status within that pool (see: Article XIV.B.1-2).
- F. A course taught in a traditional classroom and now taught online shall be considered in the same pool so long as the instructor is qualified to teach in both formats.
 - 1. A successfully completed program in teaching online, or experience at WSU or other Colleges and Universities teaching online, shall be accepted as evidence of online teaching qualifications.
- G. Notwithstanding section F above, an Employee who has not previously taught online at WSU, or has only taught online but not “in person”, will be closely monitored during the first year of teaching in the new format. Within that time, the Department or Hiring Unit may conclude that such an Employee is not qualified to teach in one format but is qualified to teach in the other.

Article XVI APPOINTMENTS AND REAPPOINTMENTS

A. Appointments

- 1. All appointments are non-tenure-track.
- 2. Initial hiring of Part-Time Faculty for positions relying on hiring pools will be from the pools developed by each unit and based on the qualifications of the individual candidate and his/her suitability for the positions that are open; see Article XV “Course Pools”
- 3. PTF1 shall normally hold terms of appointment of one semester.
 - a. PTF1 are probationary Employees. Renewal for subsequent semesters is at the discretion of the hiring Unit.
- 4. The specific job assignment will be provided in a letter of offer and will include the salary and the period of time for the work to be performed.

5. Part-Time Faculty in a pool do not need to reapply in a subsequent semester in order to be considered for reappointment.
6. Part-Time Faculty who have not taught in a course pool for three (3) academic years shall be removed from the pool.
7. Units will notify at least 70% of Employees of reappointment, reduced appointment, or non-reappointment by April 30 for the following fall, December 5 for the following winter, and April 1 for the following spring/summer semester. If such a notification is rejected by an Employee, the unit has no obligation to notify additional Employees.

B. Part-Time Faculty 2 & 3

1. Part-time Faculty 1, including Instructional Assistants, who have been employed for six semesters out of seven academic years (including the Spring-Summer semester), and who have taught at the University for a minimum of three academic years, and who have been favorably evaluated (see below C.1 and Article XVII), shall be appointed as Part-time Faculty 2.
2. Part-time Faculty 2, including Instructional Assistants, who have been employed to teach courses within a pool for an additional six semesters out of seven academic years (including the Spring-Summer semester), and who have taught at the University as a Part-time Faculty 2 for a minimum of three academic years, and who have been favorably evaluated (see below C.2 and Article XVII) shall be appointed as Part-time Faculty 3.

C. Evaluation of Part-time Faculty for Advancement to PTF2 & PTF3

1. For each advancement, evaluation shall take place in the first semester of employment following the relevant sixth semester and three years at the current rank with the advancement to the appropriate PTF level taking effect with the next appointment in the course pool. Once eligibility (see Article XV, Course Pools), to be considered for advancement has been ascertained, the Employee must make a written request to the Chair or Head of the Department or Hiring Unit.
2. Where a PTF2 has regularly taught two or more semesters (per three-semester academic year), he/she will be given a multi-semester appointment at the same level of employment as in the previous academic year except as prevented in XVI.D.1 below.
3. Where a PTF3 has regularly taught two or more semesters (per three-semester academic year), he/she will be given a two-year appointment at the same level

of employment as in previous academic years except as prevented by XVI.D.1 below.

D. Reduction of Work of PTF2 & 3

1. As long as PTF2 and 3 are available to perform the duties that they have previously regularly performed, they will be reappointed at that same level of employment as in the previous academic years except in the following circumstances:
 - a. Elimination or downsizing of a department or program, a decrease in courses due to changes in course offerings, or a reduction in the number of courses or sections offered in the applicable semester or academic year to the extent that there are no courses or sections available in the relevant pool or pools.
 - b. Creation of new full-time or graduate teaching assistant positions that absorb existing courses taught by Part-time Faculty.
 - c. Reassignment of a course or courses to a full-time faculty Employee or a graduate teaching assistant
 - d. Cancellation of a course(s) due to under-enrollment.
 - e. Poor performance by the Part-time Faculty Member, as evidenced by student evaluations, classroom observation(s), documented failure to meet the standards of the unit, or the faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article XV. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
 - f. Other *bona fide* and relevant reasons, for example (but not limited to), harassment, discrimination, or substance abuse.
- E. If new work is available within a pool, the unit shall offer assignments in the following order to PTF whose workload has previously been reduced within the past three years—and who have not asked to be removed from a pool—up to the level of employment before the reduction:
 1. PTF3 will be given first consideration for available appointments to teach courses in that pool before other candidates. PTF2 will thereafter be given first consideration for available appointments to teach courses in that pool before other candidates; finally, to PTF1.
 2. Within each tier, offers of assignment shall be made to the best-qualified candidates according to the appropriate criteria. Only if no PTF2 or 3 meet these requirements will other candidates be considered.
- F. Where a Department, Unit, or College reduces the number of sections taught in a pool, and there are PTF1s, PTF2s, or PTF3s still assigned classes in that pool, the level of PTF1 employment will be affected before that of any PTF2, and the employment level of a PTF2 will be affected before that of a PTF3.

G. Course Cancellation. In the specific instance of a course assigned to an Employee being cancelled or reassigned at least one week prior to the start of classes, the following reassignment procedure shall apply:

1. The workload of a PTF1 shall be affected first, then that of a PTF2 and a PTF3. Reassignment shall be in reverse PTF order.
2. A PTF3 shall be offered reassignment to a course in the affected pool assigned to a PTF2 or PTF1.
3. A PTF2 shall be offered reassignment to a course in the affected pool assigned to a PTF1.
4. If there are no PTF of lower PTF rank in the affected pool whose employment may be reduced, the Employer shall reasonably consider appointing the affected PTF of higher PTF rank to another course that s/he is qualified to teach.
5. If there is no offer of appointment in another pool available, the workload of the affected PTF may be reduced.
6. In all cases of course cancellation listed above, the affected Employee shall be contacted by the unit and be given at least 48 hours in which to indicate availability for other assignments. The unit shall then offer reassignment (as available) and the Employee shall have at least 24 hours in which to accept the assignment.
7. If a course assigned to any Part-time Faculty Member is cancelled or reassigned to a Full-time Faculty Member or Graduate Teaching Assistant less than one week prior to the start of classes, the workload of the affected Part-time Faculty Member may be reduced, subject to Compensation for Course Cancellation, section H below.
8. If a Part-Time Faculty Member who has accepted an assignment notifies a unit that she or he is rejecting the assignment less than five (5) business days before the start of classes, he or she shall be ineligible to displace other Employees as provided in this section for one year.
9. The Course Cancellation procedure specified above shall not apply to Applied Music Part-time Faculty who do not have any students registered for individual lessons in a semester.

H. Compensation for Course Cancellation

Consistent with XVI.G.9 above, Applied Music Part-Time Faculty who do not have any students registered for lessons in a semester will not be eligible for Course

Cancellation compensation. In all other circumstances, the following will apply.

1. If a class is cancelled or reassigned after the first day of class, the Employee will be provided severance pay equal to 25% of the salary that would have otherwise been earned.
2. If a class is cancelled or reassigned within one week of the beginning of the semester but before the first day of class, and a replacement assignment is not available, the Employer will provide PTF2s and higher severance pay equal to 15% of the salary that would have otherwise been earned.
3. If a class is cancelled or reassigned within one week of the beginning of the semester but before the first day of class, and a replacement assignment is not available, the Employer will provide PTF1 severance pay equal to 10% of the salary that they otherwise would have earned.
4. If the university reopens in January after the holidays seven (7) or six (6) days before the first day of class, severance pay for a cancelled or reassigned class will be payable only after the end of the first day of business following the reopening of the university.
5. Employees informed of reduced employment prior to April 30 for the subsequent fall semester and prior to December 5 for the subsequent winter semester and prior to April 1 for the following Spring/Summer semester shall receive no compensation.
6. Except as specified in this Agreement, the Employer has no obligation, financial or otherwise, to a faculty member whose workload has been reduced pursuant to this subsection.

I. Notice of Reduction in Workload

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

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

- J. PTF2 and higher returning from a Leave of Absence will be assigned classes at the same workload they had received prior to the Leave of absence except as prevented by XVI.D.1.a–f above.

- K. The Employer reserves the right to deviate from these procedures in order to appoint individuals with exceptional qualifications no more than twice during the life of this Agreement.

Article XVII
PERFORMANCE EVALUATION

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

- A. Each department will establish its own written guidelines regarding such evaluations. Guidelines must be in accordance with the general rules established in this Agreement.
 - 1. Guidelines shall be posted and shared with PTF.
- B. Any evaluation will be based on student evaluations, other evidence of teaching performance (such as course materials), and optional visitations (with reasonable advance notification) from the Chair (or equivalent) or designee within the department/school/college. Student evaluations cannot be used as evidence of teaching deficiencies in isolation; concerns raised by student evaluations must be further substantiated by other evidence of the part-time faculty member's teaching performance.
- C. Other professional activities, such as publications, may be counted in the favor of the part-time faculty member in the evaluation process. However, since part-time faculty are employed as instructors, the quality of their teaching is the paramount concern in the evaluation process, and the absence of other professional activities cannot be used as evidence against the Part-Time Faculty Member.
 - 1. Similarly, the number of different courses taught, developing new courses, or service to the university shall all be counted in favor of PTF being evaluated but may not be used as evidence against the individual.
 - 2. Unfavorable evaluations based solely on one classroom visit should be followed up by a second visit.
 - 3. Classroom visitors should remain for the entire class, unless it is a once-a-week, three (3) or four (4) hour class, in which case it is permissible to leave after the equivalent of a single class period.
- D. By a date announced at least 10 business days in advance, each part-time faculty member will provide an updated C.V. and any other materials (for example, syllabi, course materials, and relevant publications) that they wish to have included in any evaluation.

- E. A copy of the evaluation shall be provided to the Employee, with an additional copy placed in the Employee's personnel file.
- F. **Transparency in Evaluation:** in the semester before an Employee becomes eligible for evaluation for promotion to PTF2 or PTF3 status, the Department Chair or Unit Supervisor shall notify the PTF of the pending evaluation in writing either electronically or by first class mail. This notification shall include a list of all materials that the Employee must submit. The notification must also establish the format of the evaluation and identify the criteria that will be used in evaluating the Employee. Once completed, the Evaluator, Department Chair, or Unit Head shall notify the Employee of the result in writing no later than 30 days after the evaluation. If the Employee fails the evaluation, the written notification must provide a list of the reasons for failure and what improvements the Employee needs to make in order to qualify for promotion in a second evaluation.
 - 1. An Employee who has failed a promotional evaluation will normally be re-evaluated within two years after failing the initial promotional evaluation. If there are exceptional circumstances, the promotional re-evaluation may be delayed beyond two years. In all circumstances the promotional re-evaluation must occur no later than three years after failing a promotional evaluation.
 - 2. An Employee failing the initial promotional evaluation and the re-evaluation may be terminated for cause.

Article XVIII
PRINCIPLES OF COMPENSATION

- A. Employees teaching in multiple Course Pools and holding different PTF status in those pools shall be paid no less than the highest minimum salary that they are eligible to earn for all teaching assignments.
 - 1. If the Employee should be, or has previously been, paid at a higher salary than the PTF3 minimum, the Employee will be paid at least at the highest salary level earned for all assignments.
 - 2. An Employee being compensated at a salary level (step) that has been deleted from the Salary Schedule shall be compensated at the next higher step.
- B. **Compensation for Service.**
 - 1. A PTF who serves on an M.A. or a Ph.D. Committee will receive a minimum of \$125 in the semester that the M.A. Candidate completes the degree or the Ph.D. applicant becomes a Ph.D. Candidate, and another stipend of at least \$125 in the semester the Ph.D. is awarded.

2. A PTF who accepts a hiring unit's assignment to serve as an instructor of record for the independent study advising of an undergraduate capstone project or supervising an independent study Honors College Essay or Project student shall receive an additional service assignment totaling \$150 for the semester that the student completes the independent student project. There shall be no additional compensation for supervising an honors student in a project undertaken as part of the PTF's regular instructional assignment.
- C. Employees will be compensated at the rate of \$25.00 per meeting hour, plus parking, for attending any mandatory meetings or workshops beyond two such meetings in any one semester called by the Department or Hiring Unit, the College, or the University.
1. It is understood that PTF may have other obligations at the time that such meetings are scheduled. Departments will encourage PTF to make such meetings but will not reprimand PTF who are not in a position to rearrange their schedules to meet at one specific scheduled time.
 2. Departments, however, have an interest in ensuring that necessary information can be disseminated, or training given, to PTF. Thus, Departments may schedule a mandatory meeting or training at multiple times in order to accommodate PTF schedules. In cases where meetings are scheduled at multiple times, it is incumbent on the PTF to make one of the scheduled times or to arrange an alternate time that he/she can meet.
- D. Applied Music Faculty who, in addition to their normal instructional duties, serve on Recital Committees or offer master- or studio classes for their assigned students shall be paid for these activities at the following rates:
1. Junior, Senior, or Graduate Recital Committee service: \$35 per recital.
 2. Master- or studio classes: \$75.00 per class for Applied Music Faculty on salary steps VII or VIII as of Fall, 2016.
 3. Master- or studio classes: \$95.00 per class for Applied Music Faculty on salary step X as of Fall, 2016.

Article XIX SALARY

- A. Bargaining unit members will receive an average increase of 3% effective for appointments signed for the fall term 2016.

B. Starting fall term 2016 the following minimum salaries per credit hour shall apply:

	2016-17
PTF1	\$915
PTF2	\$1062
PTF3	\$1251

C. An additional 2.5% across the board salary increase shall take effect in the Fall term of each subsequent year covered by this Agreement starting with Fall semester 2017. This across the board salary increase shall apply to individual salaries, salaries listed in the PTF salary scale (see Appendix B) and the minimums listed above.

D. An Employee whose salary is calculated by Contact Hour shall receive the same percentage annual increase as an Employee whose salary is calculated by the Credit Hour.

1. Promotional raises for an Employee paid by the Contact Hour shall equal the percentage increase in promotional raises received by an Employee paid by the Credit Hour.

E. Once a PTF3 has been in rank for a minimum of six semesters of service over three academic years, the Employee may request a performance evaluation for a merit increase. Upon a favorable evaluation, the minimum increase shall be one salary step. For those bargaining unit members compensated at the PTF3 minimum (salary step 6), the merit increase shall be to salary step 8. Following a merit increase, the Employee must complete a subsequent six semesters of service over three academic years before requesting another evaluation for a merit increase. Subsequent merit increases shall be one salary step.

1. Evaluations for merit increases may be requested at the beginning of the last employed semester of the third academic year and should be completed before the end of that academic year. Upon a favorable evaluation, the merit increase shall take effect in the first employed semester of the following academic year.

F. In the event the Employer proposes to make any substantial change to practices and policies regarding workload, or the format of a course, i.e., online or hybrid rather than traditional, the Employer will provide reasonable notice of the intent to make the changes, and, by mutual agreement, will engage in negotiations with the Union regarding the matter.

G. When a Part-Time Faculty member is assigned to a course with an initial enrollment maximum of at least 40 students and the hiring unit increases the enrollment maximum by more than twenty percent (20%), the Part-Time Faculty may request grading assistance. The department, hiring unit, or college will accommodate such requests as long as financial resources are available to do so.

Article XX

PAY DATE DEADLINES, MISSED PAYDAYS, AND OVERPAYMENTS

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

4. The deduction is not greater than 15% of the gross wages earned in the pay period in which the deduction is made.
5. The deduction is made after the Administration has made all deductions expressly permitted or required by law or the collective bargaining agreement, and after any Employee-authorized deduction.
6. The deduction does not reduce the regularly scheduled gross wages otherwise due the Employee to a rate that is less than minimum wage.

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

Article XXI DISCIPLINE AND DISCHARGE

- A. The Employer shall not discipline or terminate any Employee without just cause during the term of his or her appointment.
- B. **Discipline for Unsatisfactory Performance or Serious Misconduct**
 1. Before the Employer delivers a warning or reprimand that will be recorded in the Employee's personnel file, the Employer must invite the Employee to meet in a private setting.
 2. In cases of unsatisfactory employment performance, the procedures established in Article XVII Performance Evaluation will apply.
 3. Where misconduct is not serious, the Employer will follow the principles of progressive discipline.
 - a. A written reprimand.
 - b. Suspension from duties, or disciplinary reduction in class assignment, for a semester.
 - c. Termination.
 4. The parties to this Agreement understand that cases of serious misconduct may warrant discipline or termination without a prior written warning
- C. Employees who are discharged in a semester shall be notified of that decision by letter. The letter shall be sent by first class mail or by email to the WSU AccessID email account on record. The letter shall specify the reason(s) for discharge. The letter shall be sent as soon as practicable.

Article XXII
DISCONTINUATION OF PROGRAMS

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

Article XXIII
SPECIAL CONFERENCES

A. Arrangement

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

B. Scheduling

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

Article XXIV
GRIEVANCE PROCEDURE AND ARBITRATION

A. Definition

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

B. Union-Employer Relationship

The University and the Union agree that they will use their best efforts to encourage the

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

C. Representation

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

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

D. Union Grievance

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

E. Group Grievances

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

F. General Provisions

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

Step One. An Employee or group of Employees shall meet to discuss the grievance with his or her immediate supervisor within 20 business days of having knowledge of

the facts giving rise to the grievance. The Employee must specifically indicate that the meeting is a Step One attempt to resolve a grievance. In the event that the meeting cannot be scheduled because of the unavailability of the immediate supervisor, the grievance shall be advanced to Step Two. At the Employee's option, a Union Representative may be present at such a discussion. If a Union representative is going to be present, an additional Employer representative may also be present. Any written communication between the Employee and supervisor documenting the date and time the meeting took place and referencing the meeting as a Step One meeting will be considered evidence of a Step One meeting. If the grievance is not resolved satisfactorily to the Employee or the Union within 10 business days of the meeting the Union may appeal the grievance to Step Two.

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

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

G. Arbitration

1. A grievance that is not resolved at Step Three may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the Associate Vice President for Academic Personnel within 15 business days following receipt by the Union of the Step Three answer. Such notice shall identify the grievance, set forth the provisions of the Agreement involved and the remedy desired.
2. Following the written notice to the Associate Vice President for Academic Personnel, the Employer and the Union shall attempt to select an arbitrator. If

an arbitrator is not selected within five business days of the written notice, the Union, within the next 10 business days only, may request the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) to administer the process of selecting an arbitrator. The arbitrator shall not be an employee of the Employer or of the Union, nor be a member of the American Federation of Teachers (AFT).

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

12. The Arbitrator shall render the decision in writing within 30 calendar days following the hearing.
13. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.
14. The provisions of this Section do not prohibit the Employer and the Union from mutually agreeing to expedite arbitration of a given grievance or grievances.

H. Time Limits on Appeals

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

I. Post-Grievance Employer-Employee Relationship

Written grievance settlements by the Associate Vice President for Academic Personnel

and by the Chief Grievance Officer of the Union are precedent setting unless expressly stated otherwise.

Article XXV
FULL-TIME FACULTY POSITIONS

- A. Part-time faculty may apply for full-time tenure-track and non-tenure-track positions posted by the University.
- B. Hiring units posting a full-time faculty position must notify part-time faculty in that course pool of the posting and encourage applications.
- C. Part-time faculty who apply for a full-time position must follow the prescribed application procedures and will be considered in the same manner as all applicants for that position.
- D. The University retains the discretion to make the final hiring decision.
- E. Part-time faculty who are interviewed for full-time positions will be notified in writing concerning the disposition of his or her application when a hiring decision is made.
- F. Part-time faculty shall have access to University-sponsored professional development workshops and seminars pertaining to career development and the academic job search, consistent with Article X of this Agreement.

Article XXVI
LEAVE OF ABSENCE

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

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

Article XXVII
403(b) RETIREMENT PROGRAM

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

- A. Any represented PTF who has completed two consecutive years of employment at WSU and has a reasonable expectation of employment in both the fall and winter semester is eligible to enroll.
- B. Once qualified, an Employee may enroll at any time.
- C. Once enrolled, an Employee may contribute up to the maximum permitted by law.
- D. Pending IRS approval of the University's revised 403(b) plan, beginning with the fall semester of 2017, the university will contribute three quarters of one percent (0.75%) of salary to the retirement account of any participating Employee contributing at least five percent (5%) of salary.
- E. If the University matching contribution for the PTF program exceeds \$50,000 in Academic Year 2017–18, the salary increase for the Fall of 2018 shall be two percent (2%) rather than two and one half percent (2.5%) as stated in Article XIX, Salary. If the University matching contribution for the PTF program exceeds \$75,000 in Academic year 2017–18, the salary increase for the Fall of 2018 shall be one and three quarters percent (1.75%) rather than two and one half percent (2.5%) as stated in Article XIX, Salary.
- F. If the University matching contribution for the PTF retirement program exceeds \$60,000 in Academic Year 2018–19, the PTF salary increase for the Fall of 2019 shall be two percent (2%) rather than two and one half percent (2.5%) as stated in Article XIX, Salary. If the University matching contribution for the PTF retirement program exceeds \$85,000 in Academic Year 2018–19, the salary increase for Fall of 2019 shall be one and three quarters percent (1.75%) rather than two and one half percent (2.5%) as stated in Article XIX, Salary.

Article XXVIII
TUITION REIMBURSEMENT

- A. In any semester that an eligible member of the bargaining unit teaches, the Employee will earn a 50% tuition reduction benefit that can be applied if a dependent of the member is attending WSU in that semester. This benefit will be limited to the number credit hours taught in that semester. (For those members of the unit whose work is not expressed in terms of credit hours taught, but, e.g., contact hours, the equivalency shown in Appendix C, below, will be used to calculate the credit hour benefit earned). This benefit does not carry over, but must be used in the semester that the unit member teaches. Members who

complete and submit the documentation shall have a dependent's tuition bill reduced by 50%; those who complete it after the deadline shall be reimbursed.

- B. If a unit member is employed both as a PTF, i.e., as an instructor of record, and an IA in the same semester, then any credit hours taught will be added to the above Instructional Assistant formula to arrive at a total number of eligible credit hours subject to the eight credit hour limit. In those instances, where the level of employment of a PTF or IA changes during a semester, the tuition reduction eligibility shall be calculated based on the presumptive credit hours taught or salary earned for the semester as of the second payday that the PTF or IA receives a check.

Article XXIX
VOLUNTARY DENTAL AND VISION INSURANCE

- A. Any represented Part-time Employee, who has completed two years of employment at WSU and has a reasonable expectation of employment in both the fall and winter semesters will be eligible to enroll in the voluntary Dental and/or Vision insurance program. The eligible Employee will pay 100% of the premium and any associated administrative costs with pre-tax dollars. The University will deduct the monthly premiums from the Employee's salary and shall forward them to the insurance carrier.
- B. All participants will pay the annual premium and associated administrative costs in 14 bi-weekly installments.
- C. In the absence of an IRS recognized event, such as a marriage, divorce, birth of a child or reduction in force, an Employee who signs up for voluntary group indemnity health insurance must remain in the program for the entire twelve (12) month enrollment period.
- D. Part-time Faculty Letters of Offer will include language mentioning the availability of this program.

Article XXX
SCOPE OF AGREEMENT

- A. This Agreement represents the entire agreement between the Employer and the Union. This Agreement supersedes and cancels all previous agreements prior to the date of ratification, oral or written, or based on an alleged past Employer practice either established by the Employer or between the Employer, the Union, or Employees and constitutes the entire agreement between the parties. Any agreement(s) that supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.
- B. No past practice, course of conduct, or understanding prior to the date of ratification

which varies, waives, or modifies any of the express terms or conditions contained herein shall be binding upon the parties hereto unless made and executed in writing between the Employer and the Union.

- C. The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, or omitted hereby, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. Any agreement reached between the Employer and the Union is binding upon all Employees in the bargaining unit who are affected by such agreement and may not be changed by any individual Employee.
- E. Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Union shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

Article XXXI DURATION

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

Article XXXII
PRINTING AND DISTRIBUTION OF THE AGREEMENT

- A. The Employer shall be responsible for the printing and distribution of this Agreement.
1. The Union will receive 300 copies.
 2. The Union and Employer agree to share costs for the printing of additional paper copies, when mutually agreed upon by the parties.
- B. The Employer agrees:
1. To distribute copies of the Agreement to all Employees electronically.
 2. To make available a copy of this Agreement on the University web site.
 3. To provide a link to the UPTF web page on the University web site.

Appendix A
Excerpt from the 2015–17 WSU Undergraduate *Bulletin* (pp. 77–78)

Obligations of Faculty and Students to the Instructional Process

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

Responsibilities of Faculty Members

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

11. To follow these policies concerning written work and grades:

a) grade and return written work promptly;

b) submit final grades by the scheduled time;

c) retain written materials not returned within the semester (e.g., final examinations, major term papers) for one academic semester in accordance with unit policy and allow students to examine such materials;

12. To implement unit procedures for student evaluation of faculty teaching, with attention to preserving student anonymity;

13. To behave appropriately in dealing with students so as to maintain a scholarly atmosphere.

Appendix B
Salary Schedule
UPTF Salary Levels Fall 2016 through Spring/Summer 2020

2015–16 Rate	Step	2016–17	2017–18	2018–19*	2019–20*	
\$884	1	\$915	\$938	\$961	\$985	PTF1 Minimum
\$955	2	\$987	\$1,012	\$1,037	\$1,063	
\$1,030	3	\$1,062	\$1,088	\$1,116	\$1,144	PTF2 Minimum
\$1,100	4	\$1,133	\$1,161	\$1,190	\$1,220	
\$1,171	5	\$1,206	\$1,236	\$1,267	\$1,299	
\$1,212	6	\$1,251	\$1,282	\$1,314	\$1,347	PTF3 Minimum
\$1,243	7	\$1,285	\$1,317	\$1,350	\$1,384	
\$1,317	8	\$1,357	\$1,390	\$1,425	\$1,461	
\$1,386	9	\$1,428	\$1,463	\$1,500	\$1,537	
\$1,461	10	\$1,503	\$1,541	\$1,579	\$1,619	
\$1,530	11	\$1,574	\$1,614	\$1,654	\$1,695	
\$1,602	12	\$1,648	\$1,690	\$1,732	\$1,775	
\$1,676	13	\$1,723	\$1,766	\$1,810	\$1,855	
\$1,749	14	\$1,798	\$1,843	\$1,889	\$1,936	
\$1,818	15	\$1,869	\$1,916	\$1,964	\$2,013	
New	16	\$1,943	\$1,991	\$2,041	\$2,092	

Note: This salary schedule supersedes previous UPTF salary schedules in which steps were identified by letter. Hiring units should locate 2015–16 salary rates on the new numerical steps when assigning salaries for 2016–17.

*Subject to adjustment under Article XXVII.5 and 6.

Appendix C
Clock Hour to Credit Hour Equivalencies

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

This table of credit-hour equivalencies will be used to determine the credit-hour assignments of English Language Institute PTF hired on or after Fall, 2016, only. Such PTF will be compensated per credit hour as a minimum at salary step 2 shown in Appendix B. As such ELI PTF are evaluated and advanced to successive PTF2 or PTF3 levels, they shall be compensated as a minimum at salary step 4 for PTF2 appointments or salary step 7 for PTF3 appointments.

Instructional Assistants whose assignments are stated in terms of contact hours shall also be compensated per equivalent credit hour based upon these equivalencies. However, current Instructional Assistants whose compensation is not listed in the Appendix B salary table shall receive a 3% salary increase effective Fall, 2016, and 2.5% salary increases for the remaining years of this agreement subject to the provisions of Article XXVII.5 and 6.

March 25, 2016

Thomas Anderson, Lead Negotiator
UPTF-AFT Local 477
Wayne State University

RE: Pay Dates and Pay Calendar

Dear Mr. Anderson:

It is agreed that, upon the cessation of bargaining between the Administration and the Union, a task force will be formed to plan and implement a revised schedule of pay dates and new pay calendar for bargaining unit members. The task force will be charged with working to implement a ten- (10-) pay schedule per Fall and Winter terms, the same schedule as 9-month bargaining unit members represented by the AAUP-AFT and the GEOC-AFT. The task force shall present its final recommendations to the Administration and Union no later than May 1, 2017.

The task force shall be empowered to make recommendations to amend, via a further letter of agreement, changes to the 2016–20 agreement as may be required to implement changes in pay calendars. Such changes must be mutually agreed to by representatives of both the Union and the Administration and will take effect upon implementation of a new pay calendar.

It is further agreed that the target implementation date, subject to the task force's recommendations, will be Fall, 2017, or earlier.

Sincerely yours,

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

April 12, 2016

Thomas Anderson
Lead Negotiator
Wayne State University AFT Local 477, AFL-CIO

RE: 4N Committee for Online/Hybrid Courses

Dear Mr. Anderson:

On ratification of the collective bargaining agreement between Wayne State University and the AFT Local 477, AFL-CIO the Provost will establish, with the concurrence of the three academic unions, a 4N committee on online and hybrid courses. The 4N committee will be made up of 3 members appointed by the Provost and 3 members appointed by each Union

The committee will be charged with the specific task of developing policies regarding instructor qualifications, student preparedness, assignment of course procedures, and work load rules for online and hybrid courses. The Committee will report to the Provost and the Unions within one calendar year after appointment. The findings of the Committee are not binding, but advisory to the University and the Unions.

Sincerely yours,

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

April 18, 2016

Thomas Anderson
Lead Negotiator
UPTF-AFT Local 477

RE: 2N Committee on Course Pools, Advancement Policies, and IA Compensation

Dear Mr. Anderson:

It is agreed that, upon cessation of bargaining between the Administration and the Union, a 2N Committee will be formed to examine the following aspects of the collective bargaining agreement.

1. The assignment of individual courses to Course Pools, the Department or Hiring Unit rationale for determining course pools, and whether particular Course Pools may be simplified within the requirements of Article XV of the bargaining agreement.
2. The current method of determining eligibility for advancement based upon service credit within course pools, and how the current method elaborated in Article XVI of the bargaining agreement may unintentionally delay PTF advancement.
3. An examination of the salary structure currently in place for Instructional Assistants (IAs) and processes used in hiring units to determine workload and compensation for IAs. Specifically, the committee will review how those structures and processes compare to the structures and processes in place for PTF serving as Instructors of Record as stated in Article XVIII of the bargaining agreement. Both parties reserve the right to make changes to committee membership in order to add IAs or their supervisors for this portion of the committee's charge.

The 2N Committee shall complete its work and make recommendations on Course Pools by December 31, 2016. It shall complete its work and make recommendations on advancement and IA compensation by May 1, 2017. Once the recommendations have been reviewed by both the Administration and the Union, Articles XV, XVI, and XVIII of the CBA between Wayne State University and the Union of Part-Time Faculty will be reopened for bargaining to incorporate those committee recommendations that are mutually acceptable to the Administration and the Union.

It is further agreed that the 2N Committee will reconvene in Fall, 2018, to review the changes to the CBA in order to ensure that unintended consequences have not been introduced and, if further changes to the agreement are needed, to propose such changes for the consideration of the Administration and Union.

Sincerely yours,

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

SIGNATORIES TO AGREEMENT

Negotiating Committee



John D. Vander Weg
Associate Provost for Academic Personnel



Norah Duncan IV



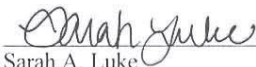
R. Darin Ellis



Elizabeth Fauc

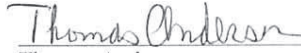


Donald Haase

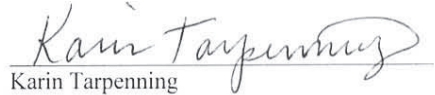


Sarah A. Luke


Negotiating Committee



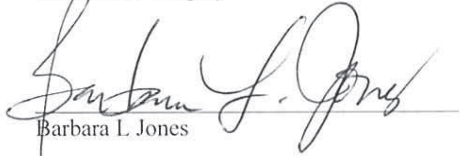
Thomas Anderson
Lead Negotiator, UPTF



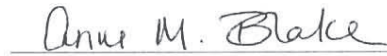
Karin Tarpennig



Deborah R. Kingery



Barbara L. Jones



Anne M. Blake



Elizabeth L. LaFray



Robert W. Pfaff

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