

Letters of Agreement

between

Wayne State University

and the Wayne State University Chapter of the

**American Association of University Professors–
American Federation of Teachers
Local 6075**

August 1, 2006–July 31, 2009

Letters of Agreement

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LOA # 1. Individual Rights

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

LOA # 2. Academic 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: *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*]

LOA # 3. Optional Income Retirement Plans

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*]

LOA # 4. Medical Insurance

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.F.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

LOA # 5. Non-tenure-Track Classifications

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

LOA # 6. Sick Bank (Pre-June 1962)

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

LOA # 7. Travel Reimbursement

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

LOA # 8. Reviews Conducted under Article XVIII

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.6, 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

LOA # 9. Academic Staff (Renewal Contract)

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

LOA # 10. Software Copyright and Patent Policy

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 September 3, 2002, *Computer Software Patentability*.

Sincerely yours,

J. Richard Thorderson
Associate Provost
for Faculty Relations

LOA # 11. Academic Senate

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*]

LOA # 12. Definition of Academic Year

August 13, 1992

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

REFERENCE: Definition of Academic Year

Dear Professor Fino:

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

Sincerely yours,

J. Richard Thorderson
Associate Provost
for Faculty Relations

LOA # 13. Working Conditions

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

LOA # 14. The Role of Consulting by Faculty Members

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*]

LOA # 15. Lecturers

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

LOA # 16. Matters Subject to Collective Bargaining

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

LOA # 17. Participation in Academic Governance Activities

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

LOA # 18. Evaluation of Teaching (SET) Committee

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

LOA # 19. Computer Software Patentability

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

LOA # 20. Tenure/Promotion Procedures in New Centers and Institutes

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

LOA # 21. Head Coaches and Trainers

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

LOA # 22. Faculty Classification Limitations

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 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 and any academic units of the University.

Sincerely yours,

John P. Oliver
Deputy Provost

LOA # 23. Compensatory Time and Flexible Work Schedule

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

LOA # 24. Byline Credit for University-Owned Copyrightable Works

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

LOA # 25. Renewal Contracts

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

LOA # 26. Vacation Buy-Out

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

LOA # 27. Privacy

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

LOA # 28. Bylaws

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

LOA # 29. Medical Insurance Co-pays

August 19, 2002

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

[REFERENCE: Medical Insurance Co-pays](#)

Dear Professor Fino:

It is agreed that, by January 1, 2003, the following co-pays will be in effect:

Medical Insurance

\$10.00 co-pay for office visits

Prescription Drugs

\$ 5.00 co-pay for generic drugs

\$10.00 co-pay for brand name drugs

Members may purchase prescription drugs with a mail order option.

Sincerely yours,

John P. Oliver
Deputy Provost

LOA # 30. Delta Dental

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

LOA # 31. Review of Medical Insurance

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

LOA # 32. Academic Staff Advisory Rights

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

LOA # 33. Interim Process on Change in Professional Duties for Academic Staff

August 19, 2002

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

[REFERENCE: Interim Process on Change in Professional Duties for Academic Staff](#)

Dear Professor Fino:

It is agreed that the professional duties of academic staff shall be reasonable and fair and shall reflect their assignments, professional activities, service to Wayne State University, and the needs of the unit.

Until such time as the 2N committee, to be constituted under the Letter of Agreement entitled "Academic Staff Restructuring," has completed its work and agreement has been reached between the Association and the Administration on a new process, the following process will obtain in cases where there is a dispute on changes in professional duties for academic staff.

An academic-staff member will seek to resolve disputes regarding substantial changes in professional duties initially through dialogue with his/her immediate supervisor.

If the dispute remains unresolved or is denied, the Association may, if it determines that the complaint falls within the scope of these letters of agreement, submit a written request within two calendar weeks to the President or his/her designee for an Article XXX committee. Accompanying the request will be a concise statement of the substantial change in duties that the academic-staff member and the Association consider contrary to the academic-staff member's responsibilities and the written reasons provided by the dean/director/vice-president for the change in assignment.

From the time the Association submits the request, the member's professional duties will be frozen for forty-five days. Prior to the Association submitting such a request, the member must fulfill the duties under dispute.

The Article XXX committee, whose membership must be drawn from among the academic staff, shall consider the arguments and evidence and make a recommendation for resolution of the dispute. Within ten working days of receipt of the recommendations the President or his/her designee shall inform the candidate, in writing, of his or her decision.

If the committee and the President or his/her designee are in disagreement after this discussion, the Association may refer the matter to arbitration in accordance with the procedures provided in Article XVII, Step Two. The arbitration panel shall choose either the position of the Administration or the Association without modification.

When a professional-duties assignment of an academic-staff member has been determined, it may not be appealed or changed for a one-year period, without mutual agreement of the University, the academic-staff member and the Association.

Sincerely yours,

John P. Oliver
Deputy Provost

LOA # 34. Academic Staff Restructuring

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

LOA # 35. Contract Structure and Administration

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

Article	Title
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
Letter	Interim Process on Change in Professional Duties for Academic Staff

- 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

LOA # 36. Implementation of Fair Share Agency Fee

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

LOA # 37. Articles VI and XII Implementation

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

LOA # 38. Tentative Agreement, 2005

Tentative Agreement Between Wayne State University and the Wayne State University Chapter of the American Association of University Professors—American Federation of Teachers, Local 6075

Wayne State University and the Wayne State University Chapter of the American Association of University Professors-American Federation of Teachers, Local 6075 agree that the present Collective Bargaining Agreement be amended as follows:

ARTICLE XII. Table 12.1 “Faculty Salary Minima” is amended as follows:

	2002-03		2003-04		2004-05		2005-06	
	9-Month	12-month	9-Month	12-month	9-Month	12-month	9-Month	12-month
Lecturer	\$25,944	\$31,147	\$26,463	\$31,770	\$26,992	\$32,405	\$27,532	\$33,053
Instructor	\$25,944	\$31,147	\$26,463	\$31,770	\$26,992	\$32,405	\$27,532	\$33,053
Sr. Lecturer	\$28,830	\$34,612	\$29,407	\$35,304	\$29,995	\$36,010	\$30,535	\$36730
Asst. Professor	\$28,830	\$34,612	\$29,407	\$35,304	\$29,995	\$36,010	\$30,535	\$36730
Assoc. Professor	\$32,314	\$38,789	\$32,960	\$39,565	\$33,619	\$40,356	\$34,291	\$41,163
Professor	\$39,769	\$47,741	\$40,564	\$48,696	\$41,375	\$49,670	\$42,202	\$50,662

ARTICLE XII. Table 12.2 Academic Staff Salary Minima

	2002-03		2003-04		2004-05		2005-06	
	9-Month	12-month	9-Month	12-month	9-Month	12-month	9-Month	12-month
Grade 1	\$24,255	\$29,106	\$24,740	\$29,688	\$25,235	\$30,282	\$25,740	\$30,888
Grade 2	\$26,561	\$31,873	\$27,092	\$32,510	\$27,633	\$33,160	\$28,186	\$33,823
Grade 3	\$29,079	\$34,895	\$29,661	\$35,593	\$30,254	\$36,305	\$30,859	\$37,031
Grade 4	\$32,070	\$38,484	\$32,711	\$39,254	\$33,366	\$40,039	\$34,033	\$40,840
Grade 5	\$35,527	\$42,632	\$36,238	\$43,485	\$36,963	\$44,355	\$37,702	\$45,242

ARTICLE XXII C — “Salary Adjustments for the Duration of this Contract (August 1, 2002 to July 31, 2006.” is amended as follows:

...

"4. Salary Adjustment Table

Academic Year	ATP	Selective	Lump-Sum Bonus**
2002-03	2.00%*	0.75%	0.50%
2003-04	2.00%	1.00%	0.00%
2004-05	2.00%	1.25%	0.00%
2005-06	2.00%	1.25%	0.00%"

ARTICLE XXXVII — "Duration of Agreement and Cessation of Bargaining." is amended as follows:

"This agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of July 31 2006, 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 120 days and not less than 90 days prior to July 31, 2006. 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."

It is further agreed that two joint fact-finding committees be established to evaluate collective bargaining issues in two areas: health and retirement and professional duties (encompassed in the present Agreement in Article XXIV), as more fully described in the attached letters of agreement. Membership on the committees shall be made up of an equal number of representatives of the university and the union and shall be co-chaired by a representative designated by each side. Each committee shall be asked to file a report to the Administration and the union by March 1, 2006.

It is further agreed that this agreement shall become effective upon ratification by the membership of the AAUP-AFT and upon approval of the Board of Governors of Wayne State University.

For Wayne State University:

For the Wayne State University Chapter
of the American Association of
University Professors-American
Federation of Teachers Local 6075:

Nancy S. Barrett
Provost

Charles J. Parrish
President

LOA # 39. 2N Committee — Employee Retirement Benefits

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

LOA # 40. 2N Committee — Article XXIV

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

[Insert SIGNATORIES TO AGREEMENT PAGE]

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