

# 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

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## Preamble

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

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

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

## **Article I**

### **Recognition and Description of Unit**

#### **A. Collective-Bargaining Agent**

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

#### **B. Represented Employees**

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

1. All teaching faculty employed at one-half fractional time or more as lecturer, senior lecturer, instructor, assistant professor, associate professor, professor, faculty (clinical), and faculty (research); and
2. All academic staff employed at one-half time or more in the following non-supervisory classifications and sub classifications thereof: academic advisor, academic services officer, athletic coach and athletic trainer except those in Division I sports or in sports designated by the University to become Division I within two years after notice to AAUP-AFT, extension program coordinator, financial aids officer, health physicist, archivist, librarian, university counselor assistant, university counselor, and academic staff (renewal contract).

#### **C. Excluded Employees**

A University employee who falls within one of the classifications set forth in section B, above, is nevertheless an excluded employee if s/he falls within one or more of the following classifications:

1. President, provost, senior vice-president, chief of staff, vice-president, deputy provost, associate provost, or other executive officers of the University;
2. Dean, deputy dean, associate dean, or assistant dean;
3. Department chair or associate department chair in the Schools/Colleges of Liberal Arts and Sciences; Fine, Performing, and Communication Arts; Engineering; Medicine; Business Administration; and Eugene Applebaum College of Pharmacy and Health Sciences.
4. University Admissions Officer and Registrar;
5. Director, associate director, or assistant director having supervisory responsibilities with respect to members of the bargaining unit;
6. Adjunct faculty\*, clinical faculty\*, full-time affiliated faculty\*, or visiting faculty (if visiting for no more than two years);
7. Research assistant, research associate, or research scientist;
8. Former University president, unless that individual, within six months of leaving the office of president, has filed with the Association and the University Administration a written election to be included within the bargaining unit;
9. All other University employees having supervisory responsibilities with respect to members of the bargaining unit.

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

\*Non-salaried classifications

#### **D. [Definitions]**

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

## Article II Personnel Classification

### A. Information on Classification

The Association shall be provided information each term on the current classification of persons in the bargaining unit. The Association shall also be provided, upon request, but no more than once a term, a list of the persons in the following excluded classifications who are on the active payroll at that time:

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

The Administration shall provide the Association in an effective manner, at least monthly, with information about individuals who were added to or deleted from the bargaining unit during the previous month and it shall forward promptly to the Association copies of all letters of non renewal for members of the bargaining unit.

### B. New Classification Titles

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

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

### **C. Disputed Classification**

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

### **Article III**

#### **Administration Rights**

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

## **Article IV**

### **Association Rights**

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

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

## Article V Association Privileges

### A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.
2. The Association shall be afforded the privilege of scheduling periodic meetings on campus, providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.
7. The Association shall be granted an e-mail account for which charges will be assessed at the standard rate for external users. The e-mail account will be used only for communication with members of the bargaining unit and such other users as the University may authorize in writing. The Association shall exercise due diligence in protecting the privacy rights of all individuals. Those regulations established from time to time by

the University for the use of e-mail by other users shall also apply to the Association.

## **B. Information and Data**

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall promptly receive appropriate memoranda involving contract-implementation policy and procedures having University-wide application.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable. The Association will exercise due diligence in protecting the privacy rights of individuals.
3. The Association shall receive all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings.
4. Upon request, the University agrees to furnish the Association one complimentary copy of all College and Division catalogs and schedules of classes and twenty-five complimentary copies of any future editions of the Wayne State Faculty and Academic-Staff Information Bulletin that may be published.
5. There shall be an Association representative on any University Parking Committee.
6. There shall be an Association representative on the President's Council on Non-Discrimination/Affirmative Action.
7. Upon request, the University shall provide the Association its reasons for appointing any person to the lecturer, senior lecturer, or renewal contract classifications.

**C. Telephones**

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

**D. Parking**

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

**E. Printing of Agreement**

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

**F. Released Time**

The University will provide for released time for the Association President, the Grievance Coordinators, the Contract-Implementation Officers, and the Chief Negotiator.

If the Grievance Coordinators and the Contract-Implementation Officers are members of the faculty, they will be given a one-course reduction in their teaching duties per term; and if they are members of the academic staff, they will be released from their regular University duties for a period not to exceed 200 hours per term.

If the Association President is a member of the faculty, s/he will be released from fifty percent of the standard teaching load in the

unit to which s/he is assigned; and if s/he is a member of the academic staff, s/he shall receive fifty percent released time from his/her regular University duties.

If the Chief Negotiator is a member of the faculty, s/he will be given a one-course reduction from normal teaching load for one term that can be taken during, immediately prior to, or immediately following the negotiations; and if s/he is a member of the academic staff, s/he will be released from regular University duties for a period not to exceed 200 hours during the negotiations.

In order to allow the units to make suitable arrangements, the Association will notify the University as soon as possible but at least ninety days prior to the date of the commencement of the released time.

#### **G. Association Staff Medical Insurance**

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

## Article VI Dues and Fair-Share Agency Fee

### A. Association Dues and Fair-Share Agency Fees

Bargaining-unit members shall be required to become members of the Association or agree to tender to the Association a prescribed fair share agency fee or agree to make a contribution to a University scholarship or student-research fund.

Association membership, or status as a fair share agency-fee payer, shall be established by filing a signed payroll deduction authorization with the University or by payment of a lump sum equivalent to the dues or fair share agency fees required by Association members or fair share agency-fee payers. Such authorization form will be provided by the Association through the University at the time an offer of appointment is tendered. All authorizations shall remain in effect during the lifetime of this Agreement and any successor Agreements, except as provided below:

1. If a bargaining-unit member who is otherwise obliged, as described above, to pay Association dues or fair share agency fees fails to tender the dues or fees required, the bargaining-unit member shall have the option to designate the equivalent of 100% of the current annual Association dues, in the case of bargaining-unit members with tenure or ESS or who have worked at Wayne State University for seven or more years as of September 1, 2002, or 110% of the current annual Association dues in the case of all other bargaining-unit members, to the Provost's University scholarship or student-research fund.
2. If a bargaining-unit member who is required to do so fails to tender a duly executed authorization card within ninety days of the date of his/her hire, or fails to agree to make a contribution to the Provost's University scholarship or student-research fund, the Association shall notify the bargaining-unit member by certified or express mail that s/he is delinquent in not tendering the professional dues or fair share agency fees or in making a contribution, and it shall specify the current amount of the delinquency. The bargaining-unit member shall have thirty days to correct the delinquency and tender the appropriate form.

3. If the bargaining-unit member fails to make an election within thirty days, the Association shall so notify the University, including appropriate documentation demonstrating that the bargaining-unit member has been duly notified and has failed to correct the deficiency. The bargaining-unit member shall then be notified that s/he has failed to comply with the terms of this Agreement and is subject to a two-day layoff.
4. If the bargaining-unit member fails to make an election within the next thirty days, the University shall notify him/her that s/he shall be laid off for two days.
5. If the bargaining-unit member fails to comply with the requirements specified herein, s/he shall be laid off for the first two days of winter semester break. A bargaining-unit member's lay-off for two days, with a corresponding deduction in his/her academic-year base salary, shall serve to cancel the entire obligation for which the bargaining-unit member is or may be obligated during each academic year. In no instance shall a bargaining-unit member be laid off under this provision more than once during an academic year.

The layoff of a bargaining-unit member shall not be subject to any provision of this agreement deemed inconsistent therewith. Grievances arising out of this article shall be limited to whether or not the bargaining-unit member paid the membership dues or fair share agency fee, or made the contribution, as provided herein. All other grievances shall be barred.

#### **B. Authorization for Payroll Deduction for Association Dues and Fees**

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

By not later than August 1 each year, the Association shall provide to the University a rate schedule adopted in its governing board for

initiation fees, professional dues, and fair-share agency fees, as well as an electronic list of all dues-paying members, annually and as changes occur, for use in implementing the provisions of this Article.

Any submitted Authorization for Payroll Deduction of Association Dues and Fees form which is incomplete or in error will be returned to the treasurer of the Association. In the event that a bargaining-unit member elects to contribute to the Provost's University scholarship or student-research fund, the University agrees to make appropriate regular deductions.

### **C. Payment to the Association**

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

### **D. When Dues and Fees Deductions Begin**

Dues and fees deduction under all properly executed Authorization for Payroll Deduction of Association Dues and Fees forms for each member of the bargaining unit, as submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the bylaws of the Association. The deductions shall begin following the receipt by the University of the Authorization Forms.

### **E. Limit of University's Liability**

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University and its Governors, officers and

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

**F. Refund Claims**

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

**G. Disputes Concerning Dues or Fees Deductions**

Any dispute which may arise as to whether or not a bargaining-unit member properly executed or revoked an Authorization for Payroll Deduction of Association Dues and Fees form shall be reviewed with the individual, an Association-appointed representative, and the University.

**H. Payroll Deduction Form**

[Insert payroll deduction form]

## Article VII Past Policies

### A. Continuation of Past Policies

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

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

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

### B. Grievance of Changes

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

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

**C. Notice of Action to Delete**

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

## Article VIII Nondiscrimination

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

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

To provide equal treatment with regard to sexual orientation, the University Administration and the Association recognize the status of domestic partners. A domestic partnership is defined as two individuals of the same gender who live together in a long-term relationship of indefinite duration, with an exclusive mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and share financial obligations. The partners may not be related by blood to a degree that would prohibit legal marriage in the state in which they legally reside.

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

## **Article IX**

### **No Strike/No Lockout**

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

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

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

## Article X Layoff and Recall Procedures

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

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

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

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

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

A member of the bargaining unit about to be placed on layoff status shall be given *preference* in filling other vacant positions in the bargaining unit in the University for which s/he is qualified.

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

If the most senior bargaining-unit member on layoff notice refuses these rights in writing, these rights will then be given to the next most senior bargaining-unit member in the unit on layoff notice. This procedure will be repeated until these rights have been offered to the most junior member on layoff status. Those who are laid off by such arrangements shall retain all rights under this Article.

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

#### **A. Faculty Layoffs**

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

## B. Academic-Staff Layoffs

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

## C. Notice

Notice of layoff shall occur as follows:

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

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

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

Recall rights under this provision are forfeited.

#### **D. Continuation of Insurance upon Layoff**

1. A laid-off bargaining-unit member who has six months or more of service shall be eligible to continue currently elected group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining-unit members for one hundred and eighty days beyond the end of the month in which the bargaining-unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere. Medical and dental coverage may be elected in accordance with federal law.
2. In order to qualify for the coverage described in section D.1, the laid-off bargaining-unit member shall request desired insurance coverage (in writing) not later than thirty-one days after the end of the month in which s/he is laid off. Such bargaining-unit members shall be invoiced monthly for their share of the premium.
3. A bargaining-unit member holding tenure or employment security status who is issued a layoff notice and whose age is fifty-five or greater at the time of layoff may elect retirement. In such cases the Voluntary Early Retirement provision (Article XII, Sections I and D.7) remains unchanged except for the age eligibility requirement, the declaration-date requirement and, for faculty, the half-time work requirement.

Recall rights under this provision shall be forfeited.

#### **E. Recall**

Recall shall be in the following order:

1. Bargaining-unit members who have tenure or employment security status shall have recall rights for two years for an available position in the bargaining unit in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position in the bargaining unit if the University is

provided information on an annual basis that a previously laid-off employee is available and if that laid-off employee is qualified for that position.

2. Bargaining-unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available position in the bargaining unit in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

## **Article XI**

### **Participation in Association Activities**

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

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

## Article XII Compensation

### A. General Compensation Provisions

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

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

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

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

No payroll deduction may exceed the lesser of: (a) 25% of disposable earnings for one week; or (b) the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time of the deduction.

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

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

## **B. Salary Administration Provisions**

### **1. Promotional Groups for Faculty**

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

- Group I Assistant Professor, Senior Lecturer
- Group II Associate Professor
- Group III Professor

### **2. Faculty Salary Provisions**

The salary schedules, applicable to all schools, colleges, and divisions of the University for the instructional ranks for nine-month and twelve-month appointees, are given in table 12.1.

The minimum salaries listed in table 12.1 for 2006-07 are increased by 1.0325 for the 2007-08 year. The minimum salaries for 2007-08 are increased by 1.0325 for the 2008-09 year.

### **3. Academic-Staff Salary Provisions**

For members of the academic staff, the salary grades given in table 12.2 are established with the listed minima (appointment after August 1, 1992, at salary grade 3 or higher, requires a master's degree or higher):

The minimum salaries listed in table 12.2 for 2006-07 are increased by 1.0325 for the 2007-08 year. The minimum salaries for 2007-08 are increased by 1.0325 for the 2008-09 year.

The salary minima for nine-month academic staff shall be 5/6 of the corresponding twelve-month minima.

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

- Academic Advisor I (2), II (3), III (4), IV (5)
- Academic Services Officer I (2), II (3), III (4), IV (5)
- Archivist I (2), II (3), III (4), IV (5)
- Represented Athletic Coach I (2), II (3), III (4), IV (5)
- Represented Athletic Trainer I (2), II (3), III (4), IV (5)
- Extension Program Coordinator I (2), II (3), III (5)
- Financial Aids Officer I (2), II (3), III (5)
- Health Physicist I (2), II (4)
- Librarian I (2), II (3), III (4), IV (5)
- University Counselor Assistant I (1), II (2)
- University Counselor I (3), II (4), III (5)

**Table 12.1 Faculty Salary Minima**

	2006-07		2007-08		2008-09	
	9-Month	12-Month	9-Month	12-Month	9-Month	12-Month
Lecturer	\$28,427	\$34,127	\$29,351	\$35,236	\$30,305	\$36,381
Instructor	\$28,427	\$34,127	\$29,351	\$35,236	\$30,305	\$36,381
Senior Lecturer	\$31,589	\$37,924	\$32,616	\$39,157	\$33,676	\$40,430
Assistant Professor	\$31,589	\$37,924	\$32,616	\$39,157	\$33,676	\$40,430
Associate Professor	\$35,406	\$42,501	\$36,557	\$43,882	\$37,745	\$45,308
Professor	\$43,574	\$52,309	\$44,990	\$54,009	\$46,452	\$55,764

Table 12.2 Academic-Staff Salary Minima

	2006-07		2007-08		2008-09	
	9-Month	12-Month	9-Month	12-Month	9-Month	12-Month
Salary Grade 1	\$26,577	\$31,892	\$27,441	\$32,929	\$28,333	\$33,999
Salary Grade 2	\$29,102	\$34,922	\$30,048	\$36,057	\$31,025	\$37,229
Salary Grade 3	\$31,862	\$38,235	\$32,898	\$39,478	\$33,967	\$40,761
Salary Grade 4	\$35,139	\$42,167	\$36,281	\$43,537	\$37,460	\$44,952
Salary Grade 5	\$38,927	\$46,712	\$40,192	\$48,230	\$41,498	\$49,798

#### 4. Salary Committees

##### a. Faculty

In each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; and in each of the Schools/Colleges of Education; Law; Nursing; and Social Work; and in the Library and Information Science Program; and the Division of Research, there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. The chair or administrator of equal function or dean/director or his/her designee shall chair the salary committee with vote.

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

b. Academic Staff

There shall be an Academic-Staff salary committee in any unit (school/college or division) where three or more Academic-Staff members holding tenure or employment security status are assigned.

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

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

c. School/College

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

5. Salary Data

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

6. Recommended Salaries for New Bargaining-Unit Members

The department chair (or appropriate administrative officer) shall call a meeting of the appropriate salary committee to

discuss initial salaries of prospective members of the bargaining unit.

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

**C. Salary Adjustments for the Duration of This Contract (August 1, 2006, to July 31, 2009)**

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

1. Promotional Salary Adjustments

Each faculty member who is promoted to a higher rank shall receive an adjustment in salary rate of \$1,500, \$3,000, or \$6,000 for promotion to Group I, II, or III, respectively, effective the date of promotion.

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

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

Eligible members of the bargaining unit shall have their salary rates increased by the following procedure. The across-the-board (ATB) will be applied on salaries up to the capped amount shown below. The difference between the total ATB adjustments under this provision and the stated percentage of eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustment Fund.

**Capped Amounts**

	<b>9-Month</b>	<b>12-Month</b>
2006-07	\$90,000	\$120,000
2007-08	\$92,925	\$123,900
2008-09	\$95,945	\$127,927

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

The President, through the deans/directors, shall make additional salary adjustments averaging the percentage shown in the table in Section 4 below based on the salaries of the eligible members of the bargaining unit for the preceding year. The salary committees provided for in this Article shall be consulted prior to making decisions for these adjustments.

In the case of faculty, the pool shall be distributed such that three sevenths of the pool is awarded to recognize accomplishments in scholarship, three sevenths to recognize accomplishments in teaching, and one seventh to recognize accomplishments in service. In recommending selective salary increases for faculty the committee and the dean/director/vice-president shall be guided by unit factors and general University criteria and factors for tenure and promotion for faculty. These factors include teaching, scholarly productivity, service and may consider equity when appropriate. For persons not holding tenure-track classifications, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

In the case of academic staff, the pool shall be distributed such that four sevenths of the pool is awarded to recognize accomplishments in job performance (and scholarship for academic staff with tenure or on the tenure-track, or who request such consideration), two sevenths to recognize accomplishments in professional achievement, and one seventh to recognize accomplishments in service. In recommending selective salary increases for academic staff the committee and the dean/director/vice-president shall be guided by unit factors and general University criteria and factors for tenure or employment security status and promotion for academic staff. They shall also consider equity when appropriate. For persons not holding tenure-track or employment security status appointments, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

In the event of an executive order or a legislative reduction of the state appropriation, at the University's request, representatives of the Association and representatives of the

University Administration shall meet to discuss the impact of this reduction and possible solutions to the problem.

4. Salary Adjustment Table

Academic Year	ATB	Selective
2006-07	2.00%	1.25%
2007-08	2.00%	1.25%
2008-09	2.00%	1.25%

5. Grievances and Appeals

No salary adjustments under Section C.3 of this Article may be grieved under this Agreement or under any previous Agreement. This prohibition precludes grievances under all other provisions of this and previous Agreements.

**D. Medical Insurance**

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

For BCBS, the University will provide a subsidy equal to the subsidy in effect on August 31, 1994, plus 70% of the average cost increase for single, two-person, and family coverage for the four HMO/PPOs plus an additional \$7.50 per month subsidy for family coverage.

The four HMO/PPOs used in this provision for calculations are DMC Care, Community Blue, HAP, and Blue Care Network.

3. New members of the bargaining unit should choose one of these programs at the time of employment. Dependents may be enrolled at the University group rates within thirty days of the bargaining-unit member's effective date of hire.
4. All medical insurance will become 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.
5. In the event the bargaining-unit member fails to apply within the first month, s/he will be eligible for Blue Cross/Blue Shield or Health Alliance Plan on the first day of the month following ninety days after filing written notice of application. For DMC Care, Community Blue, and Blue Care Network, s/he will be eligible at the next open enrollment period.
6. All bargaining-unit members who qualify for retirement and retire from Wayne State University between the age of fifty-five and the age of Medicare eligibility are eligible for coverage under the five plans available. Retirees shall be responsible for paying the full premium for coverage.

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

7. Academic staff who elect the Voluntary Early Retirement Program described in Article XII.I shall be eligible to participate for three years in one of the University medical insurance programs with the same subsidy provided to active employees, unless they have entered into other employment with an employer who offers a subsidized medical insurance program. The University medical insurance program will remain the primary plan until the individual reaches the age of Medicare eligibility at which time the University medical insurance program will be secondary to Medicare. At that time, the individual will be enrolled in the University's retiree medical insurance program with the active employee subsidy amount

applied to the retiree medical insurance rate. An active employee will not be required to designate Medicare as primary insurance coverage.

8. Bargaining-unit members have the option of dropping coverage provided the employee is covered under an alternative health insurance plan (i.e., coverage under a spouse's or domestic partner's plan), and who specifically requests such an option in writing and documents the alternative coverage. An employee who forgoes coverage under a University plan will receive from the University an amount equal to one hundred dollars (\$100) per month in lieu of medical insurance coverage effective after submission to Benefits Administration of all required documents.
9. With the exceptions listed below, a bargaining-unit member who elects not to be covered under a University plan and subsequently desires such coverage will be required to wait for such coverage until the first day of the month following ninety days after filing of application or until the next open enrollment period, depending upon the plan's requirements. The exceptions to this waiting period are:
  - a. The death of a spouse or other person with whose insurance plan the bargaining-unit member maintains coverage; and
  - b. The bargaining-unit member's divorce from his/her spouse or separation from his/her domestic partner and the bargaining-unit member maintained coverage under his/her spouse's or domestic partner's medical insurance.

Where one of the exceptions listed above (death or divorce) occurs and the bargaining-unit member is able to provide sufficient documentation thereof, the bargaining-unit member may make application for coverage under one of the University plans and coverage will be effective on the first day of the month following application. When extenuating circumstances arise that are not covered by a and b above, the University will give due consideration to requests for exceptions to the waiting periods.

10. Nine-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their medical and dental benefits through August of the year in which they

retire under the same terms and conditions such benefits are provided to nine-month bargaining-unit members who have not retired.

#### **E. Dental Insurance**

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit at no cost to the employee. Beginning January 1, 2000, the annual cap on benefits will be \$1,500.

#### **F. Vision Care**

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

#### **G. Long-Term Disability Income Insurance**

1. The University, at no cost to the staff member, provides a program of disability income insurance.
2. Participation begins after the staff member has completed three calendar years of continuous service one-half time or greater at the University or one full calendar year of service with tenure. If three months prior to the appointment at Wayne State University the bargaining-unit member was insured through his/her previous employer under a group disability policy which provided income benefits for a minimum period of five years during total disability due to sickness, the bargaining-unit member is eligible for long-term disability insurance on the first day of the month that coincides with or next follows the date of appointment at Wayne State University.
3. Benefits for an insured staff member begin after six months of continuous total disability and continue for as long as the disability continues or until the affected individual retires. Bargaining-unit members whose disability date is on or after January 1, 1979, and who qualify for benefits after their sixtieth birthday will receive benefits for five years or until age seventy,

whichever comes first. In all other cases the disability payments will cease at age sixty-five.

4. Employees who decline to apply for long-term disability will be covered under the Leaves of Absence without Pay provisions (Article XIII) after paid time under the short-term disability program and vacation time are exhausted.
5. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from Social Security and Worker's Compensation, is as follows:
  - a. For those whose disability date is before January 1, 1982, the monthly income benefit is equal to 60% of a person's basic salary up to \$1,000 per month, plus 40% of any basic salary in excess of \$1,000 per month, but not to exceed a benefit of \$1,500 monthly.
  - b. For those whose disability date is on or after January 1, 1982, the monthly income benefit is equal to 60% of a person's basic salary, but not to exceed a benefit of \$2,500 monthly.
  - c. For those whose disability date is on or after October 1, 2000, the monthly income benefit is equal to 66 2/3% of a person's basic salary, but not to exceed a benefit of \$5,000 monthly.

The monthly income benefit will never be less than \$50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF or Fidelity Retirement Plan. A three percent escalator of the long-term disability benefit is also included.

#### **H. Retirement Defined-Contribution Program**

1. Members of the bargaining unit with two years of University service, and who have attained twenty-six years of age, shall be eligible to participate in the retirement program.
2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF) or Fidelity Investments or selected alternative programs

that are jointly agreed upon by the Administration and the Association. The participant contributes a minimum of 5% of his/her regular salary, to a maximum allowable annual salary under Internal Revenue Service regulations, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed and invested on the instructions of the participant in accordance with the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages. Effective January 1, 2001, retirement contributions will also be based on wages for supplemental teaching assignments. The combined salary and wages eligible for retirement contributions shall be no greater than the maximum allowable annual salary under Internal Revenue Service regulations. Retirement contributions are not made on overtime or supplemental remuneration for extra service other than teaching.

3. Members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.
4. The University shall offer the full range of options available through each of the retirement programs without restriction.
5. Female members of the bargaining unit who are retired from the University or will retire during the term of this Agreement and who are receiving annuity payments from TIAA/CREF will receive additional payments, if necessary, so that their annual annuity payments will be the same as a similarly situated male. This provision applies only to those regular benefits earned while serving at Wayne State University.

This program is retroactive to July 1, 1978, and does not imply any past or future liability on the part of the University beyond the dates of this Agreement. The method of payment is through an annuity executed with TIAA.

## **I. Life Insurance**

1. All members of the bargaining unit on a fractional- or full-time basis will be provided with \$25,000 of non-contributory life insurance. Bargaining-unit members may purchase additional

amounts of supplemental life insurance at subsidized and graduated rates by election of one of the following options:

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$500,000 of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$500,000 of total coverage.

Option No. 3 Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$500,000 of total coverage.

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

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

## **J. Voluntary Early Retirement**

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

1. Eligibility

Bargaining-unit members holding tenure or employment security status who will have attained the age of sixty as of September 1, 2006, and who have provided at least ten years of full-time service (or its equivalent) to the University shall be eligible to participate in the following retirement options.

## 2. Program Options

### a. Phased Retirement: Faculty

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

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

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

### b. Retirement Buy-Out: Academic Staff

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

Academic staff with ten to nineteen years of full-time service to the University shall receive a payment of \$8,500 per annum for a three-year period. Academic staff with twenty or more years of full-time service to the University shall receive a payment of \$12,000 per annum for a period of three years.

Academic staff who elect this option shall be eligible to participate for three years in one of the University-subsidized medical insurance programs with the same subsidy provided to active employees. This subsidy will terminate three years

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

### 3. Program Enrollment

Participation requires bargaining-unit members to submit an irrevocable declaration of their intent to take the buy-out or begin phased retirement to their dean or director and to Total Compensation and Wellness prior to March 1, 2007. The effective date of change in status shall be no later than August 17, 2007.

## K. Special Retirement Incentives

The President or his/her designee may offer other special retirement incentives to individual members of the bargaining unit holding tenure or employment security status. At the request of the Association the University's implementation of any such retirement arrangement shall be reported to the personnel

committee of the bargaining-unit member's department/school/college and/or to the Association.

#### **L. Vacations**

Full-time twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two working days per year. Vacation days do not accumulate when the bargaining-unit member is in an unpaid status of any kind. Vacation days earned, but not used, may be accumulated up to twenty-three days. However, bargaining-unit members whose salaries are derived from funds other than the general fund must use all vacation time prior to shifting to the general fund or prior to shifting to another subsidy source or the vacation accrual will be reduced to zero.

Vacation days must be scheduled in advance with the appropriate chair or dean/director/vice-president and shall be approved in accordance with the operational needs of the unit. Vacation days shall be requested in writing and accompanied by a completed copy of the University's official Time/Exception Report. The Time/Exception Report shall be processed by the administrator with the payroll covering the vacation period. If the Time/Exception Report is not filed by the administrator as herein provided, the bargaining-unit member may file a grievance requesting that the Time/Exception Report be filed and his/her vacation bank be debited the vacation days reported on the Time/Exception Report.

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

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

**M. Holidays**

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

**N. Christmas/New Year's Closure**

Twelve-month bargaining-unit members will be given time off with pay between Christmas and New Year's. Any bargaining-unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

**O. Flexible Spending Accounts**

Bargaining-unit members are eligible to participate in a program of Flexible Spending Accounts for Reimbursement of Medical Care Expenses and Dependent Care Expenses. Employees have to be on the payroll by November 1 to be eligible for participation in the program for the following calendar year. The election to participate is limited to once per year and must continue for the entire calendar year. This program is provided at no cost to the employee.

## Article XIII Leaves of Absence

### A. Leaves of Absence without Pay

#### 1. Professional and Personal Leaves

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

##### a. Eligibility

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

##### b. Application for Leave

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

##### c. Approval

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

##### d. Length of Leave

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for

the requested extension at least ninety days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pre-tenure employment.

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

e. Fringe Benefits

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

f. Return from Leave

If a member of the bargaining unit does not return to work by the date of leave expiration, s/he shall be considered to have voluntarily resigned from the University unless s/he was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, s/he must submit a written request for return to work to the department chair or immediate supervisor. In such cases the University shall restore the individual to the payroll either at

the beginning of the next academic term or within thirty days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above-stated waiting periods.

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

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

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

g. Salary Increases

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

2. Military Leave

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

## B. Professional Leaves

### 1. Authorized Short-Term Absences

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

### 2. Sabbatical Leaves

The President or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven percent of the members of the bargaining unit with tenure may be on sabbatical leave in any one semester. Under extraordinary circumstances this maximum may be exceeded at the discretion of the President or his/her designee.

- a. Eligibility

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

b. Applications

- 1) Applications for sabbatical leave shall include the following:
  - (a) The presentation of a definite plan for the scholarly/creative plan of work for the sabbatical leave.
  - (b) An indication of the specific semester(s) for which the leave is requested.
  - (c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

- (d) The applicant's agreement to return to service with the University for two semesters in the year immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.
  - (e) The applicant's agreement to submit a written report on the extent to which s/he has achieved the purpose for which the leave was granted.
  - (f) A report on his/her most recent sabbatical leave, if any, that shall include the plan of scholarship/creative work for that sabbatical leave and the progress made to date on achieving the specific goals of that plan.
- 2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chair or equivalent administrator no later than November 15 of the year preceding the University year in which the leave is to begin, and complete application materials shall be forwarded to the President or his/her designee through normal administrative channels. All applications for sabbatical leaves from a department or equivalent unit shall be evaluated by the department chair or equivalent unit administrator and, in those units with tenure committees, by a committee designated by the unit. The evaluations of both the chair and the committee, along with the complete application materials and the dean's/director's/vice-president's recommendation, shall be forwarded to the President or his/her designee through normal administrative channels by December 15 after the November 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 1.
- c. Conditions of Leave
- 1) An applicant shall agree to return to service with the University for two semesters in the year immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived

or deferred by the University President or his/her designee.

- 2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or Academic-Staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the President or his/her designee.
- 3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean/director/vice-president of the candidate's school/college/division prior to the filing of the application.

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

- 4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole semesters. Exceptions to this regulation require the written approval of the dean/director/vice-president prior to the filing of the application.
- 5) For persons employed on the twelve-month payroll, one semester of service shall be interpreted to mean four and one-half calendar months of service.

d. Length

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

case where a faculty member teaches within-load for the spring-summer term.

e. Sabbatical Leaves Committee

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

f. Salary and Benefits

- 1) For each semester on sabbatical leave the individual shall receive as salary a percentage of the salary s/he would have received were s/he not on leave, such percentage to be determined by the number of semesters elected for the sabbatical leave and the length of full-time service since the last sabbatical leave or initial employment as follows:

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

Two semesters following twelve semesters of service as described in 2.a.2 above 60%

One semester following six semesters of service as described in 2.a.2 and 2.a.3 above 80%

- 2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were s/he not on leave.
- 3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank in excess of twenty-two days not utilized prior to the commencement or at the conclusion of the sabbatical leave shall be forfeited.

### 3. Academic-Staff Professional Development Released Time

Upon presentation of an appropriate project for professional development, and with the approval of the unit administrator, an Academic-Staff member is entitled to up to one day of released time per week for up to fifteen weeks per calendar year. Failure to approve the project is not grievable. There shall be no more than seven percent of the academic staff approved for professional development leave in any calendar year. The process shall be done on an annual basis at the same time as the sabbatical leave process.

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

### C. Leaves of Absence with Pay

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

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which s/he is normally on the payroll.

#### 1. Short-Term Disability Leave for Illness

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

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

disabled at the beginning of the Fall Term s/he may continue on short-term disability in the normal manner. Bargaining-unit members shall be responsible for promptly notifying their department chair, dean, or immediate supervisor of each day of illness absence.

- b. Any member of the bargaining unit, as defined in 1.a, must provide, when requested by his/her direct supervisor, a release-to-return-to-work form from his/her attending physician if surgery has been performed, or if s/he has been absent for five consecutive business days. The University may require additional medical reports by the bargaining-unit member's physician to be filed periodically, regardless of the number of consecutive days of absence, and the bargaining-unit member may be required to take periodic medical examinations given by (or authorized by) the Employee Health Services of the University Health Center or by a physician mutually agreeable to the University and the member.
- c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen consecutive calendar days may be required to take and pass a medical examination given by (or authorized by) the Employee Health Services of the University Health Center before s/he may return to work.
- d. Any member of the bargaining unit, as defined in 1.a, who has five or more years of continuous full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six-month short-term disability period.
- e. A bargaining-unit member who has been on short-term disability leave and has medical approval from his/her physician and subject to the limitations of XIII.C.1.c may return to work on a fractional-time basis. S/he shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for

the time that s/he has remaining in his/her short-term disability bank.

## 2. Mandatory Sick Leave

In the event that there is sufficient evidence, as determined by the Employee Health Services of the University Health Center or some other health service mutually agreed to by the University Administration and the Association, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on mandatory sick leave. Decisions made by the University Administration under this contract provision shall be subject to the grievance procedure entering at Step One.

## 3. Personal Emergencies

- a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank, as described in Section 1.a above, and shall be reported on the University's official Time/Exception Report.
- b. A member of the bargaining unit shall be given a leave of absence with pay of not more than five days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, domestic partner, parent, sibling, child, grandparent, parent-in-law, domestic partner's parent, sibling-in-law, domestic partner's sibling, child-in-law, domestic partner's child, and grandchild or domestic partner's grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.
- c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).
- d. A member of the bargaining unit may be granted an additional five days leave to be charged as described in 3.a for emergency situations arising under 3.b or 3.c at the request of the unit administrator and with the approval of

the President or his/her designee. A negative decision for such a request is not subject to the grievance procedure.

- e. After six months of service, a member of the bargaining unit may take up to two days for personal reasons during a fiscal year (October 1 to September 30). One additional day for personal reasons shall accrue for those with more than ten years of service. Sufficient prior notice shall be given to the unit administrator prior to taking a personal leave day. It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator coverage of the bargaining-unit member's essential duties during the period of absence.

#### 4. Civic Obligations

##### a. Court and Related Duties

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

It shall be the responsibility of the bargaining-unit member to discuss with the unit administrator the bargaining-unit member's essential duties that need to be performed during the period of absence.

##### b. Short-Term Military Leave

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

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

#### **D. Parent Leaves of Absence**

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

##### **1. Short-Term Disability Leave**

For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-Term Disability Leave for Illness as specified in Section C.1 of this Article.

##### **2. Modified-Duties Assignment for Childbearing and Child Care Responsibilities**

- a. With prior approval, a member of the bargaining unit who has primary responsibility for the care of an infant for the period before and/or immediately following birth of a child or adoption of a child under age five, may be granted a semester of reduced duties in order that the parent can prepare and/or care for the infant or child.

- b. The duration of the modified-duties assignment may not exceed fifteen weeks, including the anticipated short-term disability leave for pregnancy, childbirth and recovery there from, and should normally coincide with the beginning and ending dates of the semester. Whenever possible, requests for modified-duties status should be submitted in writing to the dean/director/vice-president at least two months prior to the start of the requested leave and must include a certified statement by the bargaining-unit member certifying that s/he is assuming primary responsibility for the care of an infant or child.
- c. A modified-duties assignment may take two forms. For a modified-duties assignment in which the equivalent of a full workload is performed, no adjustment in compensation or future assignments may be required. For a modified-duties assignment in which a reduced workload is arranged, some adjustment in compensation, up to \$3,000, and/or in-load teaching or other assignments as described in D.2.e, may be required. It is the responsibility of the bargaining-unit member to work with the dean/director/vice-president to develop an acceptable modified-duties plan. Conditions and responsibilities of the modified leave status must be approved by the President or his/her designee.
- d. During that portion of the semester that they are not away on short-term disability leave, bargaining-unit members on modified-duties status will be expected to carry out their professional responsibilities as stipulated in the arrangements made with the dean/director/vice-president.
- e. Faculty whose modified-duties assignment involves a reduction in teaching load must teach, on an in-load basis, additional courses equivalent to the greater of one course or one-half of the teaching responsibilities they would have had during the semester of modified-duties status. Academic staff whose modified duties assignment involves a reduction in workload must arrange a plan with their unit administrator for additional in-load assignments. Such additional teaching or other assignments shall occur within the next three semesters following their return from modified-duties status. This requirement for additional teaching and other assignments may be waived by the

President or his/her designee where the modified-duties plan is the equivalent of a complete workload.

- f. Bargaining-unit members on subsidy-conditioned appointments may apply for modified duties when the granting of the duties would not be detrimental to the fulfillment of the external grant or contract.
- g. If in the opinion of a bargaining-unit member and the Association, the bargaining-unit member improperly has been denied modified duties, a Step One grievance may be filed for the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant a reconsideration will be at the discretion of the President or his/her designee.

### 3. Parent Leave of Absence without Pay

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

### 4. Temporary, Fractional-Time Appointments

Temporary, fractional-time appointments may be requested.

### 5. Tenure or Employment Security System Interruption

A member of the bargaining unit who has primary responsibility for an infant or young child may request that a maximum of one year be excluded from the countable years of service that constitute that bargaining-unit member's probationary service for tenure or employment security status. The request must include a certified statement by the bargaining-unit member that s/he is assuming primary responsibility for the care of an infant or child. Only one year may be excluded for child rearing from the countable years of service that constitute an individual's probationary period regardless of the combination of circumstances. The request must be in writing and must be approved by the unit administrator and by the President or his/her designee.

**E. Reporting of Absence**

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

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

## Article XIV Fractional-Time Employees

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

**Article XV**  
**Administration—Association Meetings**

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

## **Article XVI**

### **Administration of Agreement**

#### **A. Scheduling of Duties**

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

#### **B. Scheduling of Meetings**

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

#### **C. No Additional Payments for Services**

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

## **Article XVII**

### **Grievance Procedure**

#### **A. Intent**

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

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

#### **B. Definition**

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

#### **C. Informal Procedure for Handling Grievances**

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

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

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

#### **D. Filing of a Grievance**

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

#### **E. Formal Procedure for Handling Grievances**

##### **1. Step One**

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

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

Within fourteen working days of receiving the grievance, the Provost or his/her designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his/her designee and, at his/her discretion, the dean or his/her designee, the chair, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost or his/her designee to the Association with a copy to the grievant within fourteen working days of the meeting.

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

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

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

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

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

## 2. Step Two

If the Association intends to proceed to Step Two, it must notify the President or his/her designee within twenty-one working days of the receipt of the Step One response. If additional time is needed, a request for an extension must be forwarded within the twenty-one-day period.

The arbitrator will be chosen in the following manner:

- a. Within sixty days of ratification a maximum of seven arbitrators will be selected by mutual agreement of the parties. The Association and the Administration shall each submit to the other a list of seven names. None of the individuals shall be an employee of Wayne State University or the Association. All of the individuals shall reside in Michigan, the immediately adjoining states or Illinois. The parties shall each provide to the other the professional background and record of the individuals on the list, which will serve to inform the selection of the panel. The parties shall agree upon a panel of seven arbitrators from among the names on the lists. In the event that the parties cannot agree upon a full list, they shall each submit additional names equal to the number of open positions on the panel. In the event that the parties still cannot agree on a full list, the

American Arbitration Association shall be requested to furnish a third list to complete the panel.

Every year one member of the panel will be replaced and a new person appointed. If the parties cannot agree upon the person to be removed, then the process will proceed in alphabetical order.

Once the panel has been established, it is agreed by the parties that members of the panel will hear and determine all grievances in accordance with the collective bargaining Agreement. If for any reason there is a need to go outside the panel, there must be agreement by both the Administration and the Association.

Either party may at any time strike a name from the panel; this striking privilege may not be exercised if the arbitrator in question has been asked to hear a pending case. If an arbitrator is removed from the panel, the parties will select a replacement within a reasonable time.

- b. The names of the members of the panel ("panelists") will be kept in an alphabetical list with arbitrators being assigned grievances on a rotating basis. When assigned a case, the panelist will specifically be asked whether s/he can schedule a time within ninety days of the request, which is acceptable to both parties, to hear the case. If the arbitrator is not able to hear the case within ninety days, the next panelist, and subsequent panelists until one is available, will be asked to be the arbitrator, and specifically will be asked whether s/he can schedule a time within ninety days of the request that is acceptable to both parties. The first available panelist shall be the arbitrator for the grievance. By mutual agreement of the parties the hearing may be scheduled at a time beyond the ninety days specified above.

There shall be no formal rules of evidence, and the arbitrator shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses.

The arbitrator's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B of this Article, and limitations and exclusions to

the arbitrator's authority contained in other Articles of this Agreement will also apply. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and his/her findings shall be consistent with the terms of this Agreement. The arbitrator shall issue his/her decision within thirty days after the conclusion of testimony, argument, and submission of briefs.

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

#### **F. Right to Counsel**

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

At Step Two of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

#### **G. Extensions of Time Limits**

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

#### **H. Liability**

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

**I. Expenses**

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

**J. Withdrawal of Grievance**

The Association may withdraw a grievance at any step of the grievance procedure. Such grievance may be refiled as long as the filing is within the original sixty working days timeframe.

**K. Rights of Management**

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

**L. Additional Time for Internal Appeal**

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

**M. Right to Representation**

If a member of the bargaining unit reasonably anticipates that some disciplinary action may result from a meeting with a University Administration representative or his/her designee, the bargaining-unit member may request that an Association representative be present.

If some disciplinary action results during a meeting in which an Association representative is not present, the bargaining-unit member has the right to adjourn the meeting pending the arrival of an Association representative.

Meetings of an optional nature, once called, may not be dismissed solely because a bargaining-unit member exercises his/her right to have Association representation at the meeting provided the University has the right to have at least two representatives at the meeting.

## Article XVIII Selection Advisory Committees

### A. Selection and Review of Department Chairs

1. When a new chair of a department (or administrator of equal function) is to be appointed, a committee shall be formed to seek and recommend candidates to the dean. Such a committee shall include N faculty members and Academic-Staff members from the department in question elected by the department for which the chair is being sought. One student representative shall be selected by the school/college student council from among the departmental majors of that department. The President or his/her designee shall appoint N members.

In clinical departments in the School of Medicine the membership of the committee shall include N members elected by the faculty of the department, N members appointed by the President or his/her designee, and one student representative selected by the school/college student council from among the departmental majors of that department. At the discretion of the President or his/her designee, the committee may include one or more representatives of affiliate medical organizations, up to a maximum of N.

The above committee structures shall not obtain in those departments with fewer than five tenured full-time faculty and academic staff holding tenure or employment security status, in which case the membership shall be appointed by the President or his/her designee but shall include not less than one-half bargaining-unit members including representation from the department in question.

The President or his/her designee shall appoint the chair of the committee from among the committee members. The President or his/her designee shall establish the procedures for the search. A slate of at least three candidates for chair shall be presented to the President or his/her designee. Fewer than three candidates may be presented to the President or his/her designee, if mutually agreeable to the President or his/her designee and the committee.

If the position is not filled by one of the candidates, the committee shall readdress the question. If the position is still not filled after a second slate of candidates is presented, the matter shall be forwarded to the President or his/her designee for whatever action or decision s/he deems appropriate.

2. Prior to the appointment or reappointment of an acting chair, the President or his/her designee shall consult with the selection advisory committee, and/or an appropriate faculty and Academic-Staff committee of the department.
3. Terms of appointment shall not exceed five years. One year prior to the end of this term, a review committee shall be formed. At least three fourths of the committee members shall be tenured or hold employment security status, except in the clinical departments in the School of Medicine. N members of the committee shall be faculty members and Academic-Staff members from the department in question and elected by the department. N members shall be appointed by the President or his/her designee. One student representative shall be selected by the school/college student council from among the departmental majors of that department.

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

The President or his/her designee shall appoint the chair of the committee from among the committee members. The President or his/her designee shall establish the procedures for the review. This committee shall evaluate the progress of the department and the effectiveness of the chair and shall forward a report to

the President or his/her designee. The committee shall insure that faculty members have an opportunity to express their views to the committee during its review process.

## **B. Selection of Deans and Review of Schools/Colleges**

1. When a new dean of a school/college is to be appointed, a committee shall be formed to seek candidates and advise the President or his/her designee. Such committees shall include N faculty members and Academic-Staff members from the school/college in question elected by the school/college for which the dean is being sought. The President or his/her designee shall appoint N members and one student member shall be selected by the College Student Council.

In the case of a search for the dean of the School of Medicine, N members shall be elected by the school, ~~N+1~~ members shall be appointed by the University President or his/her designee, at least one of whom must be a faculty or Academic-Staff member from the School of Medicine, and one student member shall be selected by the School of Medicine Student Council. At the discretion of the President or his/her designee, the committee may include one or more representatives of affiliate medical organizations, up to a maximum of N-1. If N-1 representatives of affiliate medical organizations are added, the President or his/her designee may increase the number of Presidential appointees to the committee from N to N+1.

In forming committees, the school/college and the President or his/her designee shall strive for committee membership that is broadly representative with respect to discipline and affirmative action considerations.

The President or his/her designee shall appoint the chair from among the committee members. The President or his/her designee shall establish the procedures for the search. A slate of at least five candidates for dean shall be presented to the President or his/her designee. Fewer than five candidates may be presented if mutually agreeable to the President or his/her designee and the committee. The slate shall be presented within a reasonable time mutually agreed upon by the President or his/her designee and the committee.

If the position is not filled by one of the candidates, the President or his/her designee shall take whatever action s/he deems appropriate. S/he shall seek the advice of the committee on the qualifications and suitability of any person s/he seeks to appoint.

2. Prior to the appointment or reappointment of an acting dean, the President or his/her designee shall consult with the selection advisory committee and/or an appropriate faculty and Academic-Staff committee of the school/college.
3. Terms of appointment shall not exceed five years. One year prior to the end of this term a review committee shall be formed. N members of the committee shall be faculty members and Academic-Staff members from the school/college in question and elected by the school/college. N members shall be appointed by the President or his/her designee. One student member shall be selected by the College Student Council.

For the School of Medicine the membership of the committee shall include N members elected by the school and N members appointed by the University President or his/her designee. One student member shall be selected by the School of Medicine Student Council. At the discretion of the President or his/her designee, the committee may include one or more representatives of affiliate medical organizations, up to a maximum of N-1. If N-1 representatives of affiliate medical organizations are added, the President or his/her designee may increase the number of Presidential appointees to the committee from N to N+1.

The President or his/her designee shall appoint the chair of the committee from among the committee members. The President or his/her designee shall establish the procedures for the review. This committee shall evaluate the progress of the school/college and shall forward a report to the President or his/her designee.

## Article XIX Validity

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

## Article XX Term Appointments

### A. General Provisions

#### 1. Definition

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

#### 2. Consultation

Insofar as practicable, no full-time term appointments of prospective faculty members of the bargaining unit shall be made in units with tenure committees without prior consultation with the appropriate unit committee or the tenured faculty of that unit. (For the definition of the committee, see Article XXII.D.1.b.) Insofar as practicable, no full-time term appointments of prospective academic staff of the bargaining unit shall be made without consultation with the appropriate tenure/promotion committee or the tenured and/or employment-security-status Academic-Staff members of the originating unit. (For the definition of the committee, see Article XXI.D.)

#### 3. Limits

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

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

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

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

#### 4. External Prior Service

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

A copy of the approved credit request shall be forwarded to the Association.

The bargaining-unit member may cancel the credit request within a two-month period after its submission to the dean/vice-president. The University does, however, retain the right to specify in a letter of appointment that a new bargaining-unit member who has prior faculty/Academic-Staff experience shall receive final consideration for tenure or employment security status in less than the five or seven years of full-time service, as applicable.

#### 5. Sixth Year Denial of Tenure

A tenure-track bargaining-unit member who has been initially denied tenure at the University level in his/her sixth year of service and who has been recommended for tenure at the school/college level in the sixth year shall be granted a terminal seventh year appointment.

## 6. Reconsideration

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

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

## 7. Statutes

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

## 8. Length of Term Appointments

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

Under normal circumstances, the initial term appointment for bargaining-unit members appointed as full-time or fractional-time lecturers or senior lecturers shall be for one year or less. Renewal contracts can be for one, two, or three years. After three years of service as lecturer and/or senior lecturer, a bargaining-unit member's normal renewal shall be for two or three years. One-year renewals after three years of service require the approval of the Provost.

## B. Specific Provisions

### 1. Faculty

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

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

### 2. Academic Staff

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

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

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

- a. An Academic-Staff member who transfers from one classification title to another is eligible to apply for full or partial credit for years of service in the employment security system. In determining the credit, the dean/vice-president of the unit to which the Academic-Staff member desires to transfer will consult the Academic-Staff member. Before any transfer takes place, there must be agreement in writing with respect to the credit to be given. The decision shall include consideration of the similarities and/or differences between factor statements of the unit the person is leaving and the one to which the person is going as well as job descriptions of the two positions. If the Academic-Staff member and the

dean/vice-president cannot agree as to the credit to be given, the Academic-Staff member may not transfer to the new classification.

- b. A change from general fund appointment to subsidy-conditioned appointment will stop the ESS clock. Time spent on subsidy-conditioned appointment will not be counted. When there is a transfer from the subsidy-conditioned appointment back to general fund, the ESS clock will begin again and the previous time spent in general-fund appointment will be counted.
- c. Time served in a fractional-time appointment will not be credited toward the five-year limitation.
- d. The clock will begin anew for persons who leave the University and are subsequently rehired, unless external prior service time is agreed to according to A.4 of this Article.

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

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

## **C. Annual Review Provisions**

### **1. General Provisions**

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

administrator shall consult with the tenured faculty, or the tenured and employment security status academic staff, as appropriate.

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

The appropriate unit administrator may concur and/or may add his/her comments to the committee's written review. The appropriate unit administrator shall discuss the review with the bargaining-unit member. The written review shall have been given to the bargaining-unit member at least 5 days prior to the discussion. At the option of the appropriate unit administrator or the bargaining-unit member, the designated spokesperson of the committee will also be present at the discussion. If the unit contains more than 15 persons requiring annual written reviews, the appropriate unit administrator may select a designee to conduct some of these discussions. In cases where the bargaining-unit member is not satisfied with the review performed by a designee, s/he may request review by the appropriate unit administrator. The written reviews shall be placed in the bargaining-unit member's personnel file along with supporting or dissenting material provided by the bargaining-unit member and the unit committee. The failure to conduct an annual written review is grievable at Step One only. Neither the written review nor the discussion nor the failure to complete any annual written review shall imply any commitment to recommend reappointment, promotion, employment security status or tenure.

For bargaining-unit members with joint appointments, the annual review is to be carried out by the unit in which the major activity is carried out following the above procedures. The director/chair of the other unit(s) must contribute to the review conducted by the primary unit.

## 2. Faculty Provisions

For faculty on the tenure track, the annual review shall be based upon excellence in teaching and in scholarly achievement or, for a faculty member in the creative or performing arts, in creative professional achievement, and shall take into account such unit, school/college, and University tenure factors as are in force. Consideration shall also be given to non-instructional

service to the department, school/college, and/or University and/or public and/or professional service which benefits the University. The annual review shall identify areas of growth and strength and areas of concern in teaching, scholarship or creative activity, and service.

For faculty not on the tenure track, the annual review shall be in relation to his/her professional performance and as it relates to appropriate unit, school/college and University factors as are in force except that lecturers and senior lecturers shall be reviewed primarily for teaching with secondary consideration for excellence in scholarly work and/or service if the letter of appointment has identified scholarly work and/or service as part of the bargaining-unit member's responsibility.

### 3. Academic-Staff Provisions

For academic staff on the tenure track, the annual review shall be based upon excellence in job performance and in appropriate scholarly or professional achievement, and shall take into account such unit, school/college, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, school/college, and/or University and/or public and/or professional service which benefits the University. The annual review shall identify areas of growth and strength and areas of concern.

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

- a. standards of performance for the particular position;
- b. identification of the specific appraisal factors;

- c. accomplishments in job performance, professional achievement, scholarly achievement (at the option of the Academic-Staff member), and/or service;
- d. identification of areas of growth and major strengths;
- e. identification of future expectations and areas of improvement; and
- f. unexpected changes in job status that affected performance.

#### **D. Non-renewal of a Term Appointment**

##### **1. General Provisions**

Notices of non renewal shall be personally served or sent by registered or express mail on or prior to the date of notice requirement stated below. If such notice is sent more than ten days late, the bargaining-unit member shall be reimbursed at the rate of one day's pay for each day the notice is late not to exceed a total of thirty calendar days. When a notice is late thirty-one days or more, the bargaining-unit member shall receive sixty calendar days' pay. Failure to provide notice, however, shall not constitute a basis of claim for tenure or employment security status.

##### **2. Faculty Provisions**

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

For faculty on subsidy-conditioned appointments and for ranked faculty not on tenure-track appointments who are on a one-year term appointment, written notice of non renewal shall be provided at least three months prior to expiration of each appointment or reappointment or whenever the subsidy is discontinued, whichever is less. For ranked faculty not on

tenure-track appointments who are on multi-year appointments, written notice of non renewal shall be provided at least six months prior to expiration of each appointment or reappointment.

For lecturers and senior lecturers, written notice of non renewal shall be provided at least three months prior to expiration of each appointment.

### 3. Academic-Staff Provisions

For academic staff on the tenure track, written notice of non renewal of appointment shall be provided at least three months prior to expiration of initial term appointments which are less than two academic years. In subsequent reappointments of less than two years, written notice of non renewal shall be provided at least six months prior to the expiration of an appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment.

For academic staff on subsidy-conditioned appointment, written notice of non renewal shall be provided at least three months prior to expiration of each appointment or reappointment or, if the subsidy is discontinued, at least one month notice before termination.

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

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

## Article XXI Employment Security Status Procedures

### A. Definition

Employment security status (ESS) is a contractual status granted by the University to members of the academic staff who have qualified through the Academic-Staff Employment Security System. When a member of the Academic Staff receives employment security status, the terminal date of the Academic-Staff member's appointment is eliminated.

### B. Eligibility

Academic staff in the employment security system who have four years of full-time service on the ESS clock, including credited prior service, must, upon application, be considered as candidates for ESS. Written application requesting ESS shall be made to the director/chair/dean at least six months, but no more than twelve months, prior to the individual's fifth anniversary of employment on the ESS clock. Written application instructions including a list of materials shall be provided by the director/chair/dean within ten days of receipt of the written request for ESS.

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

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

### C. Basis for ESS

The parties agree that the interests of the University are best served by a system of stable employment for academic staff. The employment security system encourages long-term commitment of individuals to the University, and of the University to its employees, and maximizes opportunities for the acquisition of this experience, to the benefit of all individuals associated with the University.

Employment security status shall be made on the basis of excellence in job performance; excellence in professional achievement is also required, but is given secondary weight. Excellence in scholarly achievement and/or service, at the option of the Academic-Staff member, will be considered but is not required.

### D. Procedures for ESS Recommendations

#### 1. ESS Factors

Each unit (i.e., college, school, or division) that has academic staff in the employment security system shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the school/college/division, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this article. The unit factors statement shall distinguish among job performance and professional achievement. In units with three or fewer Academic-Staff members, specific and detailed job descriptions may stand in lieu of a unit factors statement. However, such factors and job descriptions are not to be interpreted as standards.

Within a unit, members belonging to the same classification may choose to develop factors that are more specific to their classification while consistent with the unit factors statement. The minimum number of academic staff for a classification factors statement is three. After the Academic-Staff members in the unit and/or classification write the factors statements, the unit and classification factors statements must receive the approval of the dean/vice-president of the school/college/division prior to implementation. The dean/vice-

president shall provide his/her written approval or rationale for non-approval within forty-five days of receipt of the factors.

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

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement written by the Academic-Staff members in the unit and/or classification must receive the approval of the dean/vice-president of the school/college/division prior to implementation.

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

In those units that do not have Academic-Staff ESS committees and in the event that an Academic-Staff member does not concur with the factors delineated by the dean/vice-president, the individual may request a review by a University-wide

Academic-Staff Review Committee. This request must be made within thirty days of the issuance and publication of the new factors. This committee shall be constituted as an ad hoc committee to be convened by the President or his/her designee as the need arises. Membership on the committee shall consist of six Academic-Staff bargaining-unit members selected in accord with Article XXX.

## 2. ESS Review

### a. Chair/Director and Peer Reviews

The chair, director, or equivalent administrator shall evaluate candidates for ESS on the basis of the unit and classification factors statements for ESS. Prior to making a positive or negative recommendation, the administrator shall hold a meeting to consult with the elected peer-group committee consisting of at least three bargaining-unit Academic-Staff members who hold ESS or tenure. In peer groups with fewer than three Academic-Staff members holding ESS or tenure, the administrator shall schedule a meeting to consult with those members. The elected peer-group committee or Academic-Staff members holding ESS or tenure shall review the candidate's application packet. The recommendation of the chair or equivalent administrator shall be forwarded to the school/college/division committee below. The candidate shall be notified of the recommendation.

### b. Unit Committee Review

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

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

c. Dean/Vice-President Review

Upon receipt of the recommendations of the chair/director and the unit ESS committee, the dean/vice-president or his/her designee shall make his/her recommendations. If the dean/vice-president approves employment security status, the candidate will be granted employment security status. If the dean/vice-president does not approve ESS for an Academic-Staff member, and it is the Academic-Staff member's fourth or fifth year of full-time service, the Academic-Staff member shall be so notified in writing by the dean/vice-president.

In a unit with fewer than three represented Academic-Staff members holding ESS or tenure, the dean/vice-president shall possess the authority and functions of the unit ESS committee. In such units the dean/vice-president shall schedule a meeting to consult with the Academic-Staff members holding ESS or tenure when a candidate is being considered for employment security status prior to arriving at a positive or negative decision.

3. Time Schedule

Each year the President or his/her designee shall establish a time schedule for the submission of employment security status recommendations to the Provost or his/her designee.

**E. ESS Appeal Procedure**

1. Initiation of Appeal Procedure

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

2. Appeal of ESS Decision

- a. If the dean/vice-president does not recommend employment security status, the candidate may, within 15 days after written notice of the decision, request, in writing, reconsideration by the unit ESS committee and/or the dean/vice-president. The candidate may, at his/her option, appear before the unit ESS committee. The candidate may bring with him/her a member of his/her unit holding tenure or employment security status.
  - b. In those schools/colleges/divisions without Academic-Staff unit ESS committees and where there is no recommendation for employment security status, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/vice-president and may, at his/her option, meet with the dean/vice-president. The candidate may bring with him/her a member of the academic staff holding tenure or employment security status.
  - c. If after reconsideration the dean/vice-president approves employment security status, the Academic-Staff member receives employment security status. If after reconsideration both the committee and the dean/vice-president do not recommend employment security status, the candidate does not receive employment security status. If after reconsideration the committee recommends employment security status by at least a two-thirds affirmative vote of the membership of the committee and the dean/vice-president reaffirms his/her negative recommendation, the candidate may, within fifteen days, forward his/her application, along with supporting documents, to the Provost or his/her designee.
3. Review by the Provost

The Provost or his/her designee will review only those cases referred to his/her office because of substantial disagreement at the level of the dean/vice-president after the appeal procedure described above. Prior to arriving at a decision, the Provost will consult with the Association. If the Provost approves employment security status, the Academic-Staff member receives employment security status. If the Provost does not approve employment security status, the status is denied and

the Academic-Staff member's term appointment will not be renewed beyond the fifth year. The Provost's decision is final.

**F. Preservation of Existing Tenure and Employment Security Status Statute**

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

**G. Grievance Limitation**

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

## Article XXII Tenure Procedures

### A. Definition

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

### B. Eligibility

Persons in the payroll classification of faculty (clinical), faculty (research), instructor, lecturer, senior lecturer, athletic coach, athletic trainer, academic staff (renewal contract) and persons whose appointments are conditioned on subsidy may not hold tenure. Any member of the faculty or of the academic staff who is on a tenure-track appointment or has completed more than three years of tenure-track service at Wayne State University or has three years of credited prior service and more than two years of full-time service at Wayne State University and is otherwise eligible must upon application be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. Fractional-time faculty or Academic-Staff members serving 50% time or more may be granted and hold fractional-time tenure.

### C. Basis for Tenure Recommendations

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

A recommendation for tenure is based upon a candidate's qualifications in the light of specific department/division, school/college, and University considerations. The assessments of a faculty candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a faculty candidate

in the creative or performing arts, in creative professional achievement. The assessments of an Academic-Staff member who is eligible for tenure consideration shall be based upon excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the department, school/college, and/or University and/or public and/or professional service which benefits the University. At all levels of this procedure assessments shall take into consideration such unit, school/college, and University factors as are in force.

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

There shall be no establishment of a fixed proportion of tenured to tenured plus non tenured tenure-track faculty in the University, in any school/college, or in any department nor shall there be an establishment of a fixed proportion of tenured to tenured plus non tenured tenure-track academic staff in the University, in any school/college, or in any department.

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

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

#### **D. Procedures**

##### **1. Faculty Recommendations for Tenure**

a. General Provisions

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

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

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

statement has not yet been implemented, tenure applications from that unit shall be considered under the tenure criteria as specified in Section C of this Article without reference to specific unit factors. The dean/director may also attach appropriate school/college/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each faculty member in the unit.

b. Department Committee

There shall be a tenure committee in each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Science; Medicine; Pharmacy and Health Sciences; that shall be responsible for evaluating candidates and for making tenure recommendations.

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

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

The recommendation of the committee for the granting of tenure, together with a written assessment and supporting documents, shall be forwarded to the department chair or administrator of equal function.

c. Department Chair

Upon receipt of the department committee recommendations the chair or administrator of equal function shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean/director of the school/college. The chair shall inform the department committee of his/her recommendations.

The chair, after consultation with the department committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chair shall notify the faculty member of the department committee's recommendation and the chair's own recommendation prior to forwarding them to the dean. The chair shall notify a faculty member when the department committee has recommended him/her for tenure or when the chair initiates a recommendation for tenure. In cases where tenure is not recommended, the committee and/or chair may forward a statement explaining the decision to the dean. If no recommendation for tenure is being sent to the dean of the school/college and it is the faculty member's fourth, fifth, or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the chair.

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

d. School/College Committee

There shall be a tenure committee in each school/college which shall be responsible for evaluating candidates and for making tenure recommendations for only those candidates who have been recommended by the department

committees and/or the chair or administrator of equal function and for those candidates who have appealed to the school/college committee.

The committee shall consist of tenured faculty members elected by the faculty of the school/college and one student member selected by the School/College Student Council. Except for the School of Medicine the student member must hold junior, senior, or graduate status as a major in the school/college. In the School of Medicine the student must be an undergraduate medical student. Faculty holding administrative positions in offices in the reporting line shall not be eligible for election. The College of Engineering may choose to elect a separate college-wide committee to consider tenure recommendations from the Division of Engineering Technology.

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

The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Whenever a department chair appears before the school/college committee, s/he shall be accompanied by the elected departmental committee representative.

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

e. Dean/Director

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

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

If no recommendation for tenure is being sent to the President or his/her designee for those faculty members considered at the school/college level and it is the faculty member's fourth, fifth, or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the dean/director.

In those schools/colleges where the school/college is not the initiating unit in tenure decisions, a faculty member denied tenure may, within seven days of receipt of such notice, request the reason(s) for his/her denial of tenure. The dean/director shall respond in writing within thirty days.

2. Academic-Staff Tenure Recommendations

a. General Provisions

Each unit (i.e., school, college, or division) that has or may have tenure-track Academic-Staff personnel shall delineate, as far as is practical and in a manner reflecting the particular

mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article. The unit factors shall distinguish among job performance, professional achievement, scholarship, and service. However, such factors are not to be interpreted as standards. Academic-Staff unit factors statements must receive the approval of the dean/director of the school/college or the equivalent administrator in other units prior to implementation.

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

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

prior to their use and shall have been distributed to each Academic-Staff member in the unit.

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

b. Academic-Staff Tenure Committees

In each unit (i.e., school, college, or division) that has tenure-track academic staff, the academic staff shall elect a committee of bargaining-unit members holding tenure or employment security status which shall be responsible for evaluating candidates and for making tenure recommendations.

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

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

c. Review by the Dean/Director

Upon receipt of the Academic-Staff tenure committee recommendations, the dean/director or his/her designee

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

The dean/director or his/her designee, after consultation with the committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the President or his/her designee. The dean/director shall notify the candidate of the unit committee's recommendation and the dean/director's own recommendation prior to forwarding the recommendation to the President or his/her designee. If no recommendation for tenure is being sent to the President or his/her designee for an Academic-Staff member and it is the Academic-Staff member's fourth, fifth, or sixth year of service at Wayne State University, the Academic-Staff member shall be so notified in writing by the dean/director.

In a unit with fewer than three Academic-Staff members holding tenure or employment security status, not including the dean/director, the dean/director shall possess the authority and functions of the Academic-Staff tenure committee. The dean/director shall notify an Academic-Staff member when s/he is being considered for tenure. In such units the dean/director shall consult with the Academic-Staff members holding tenure or employment security status when a candidate is being considered for tenure and prior to arriving at a positive or negative decision. The dean/director shall notify both the candidate and the Academic-Staff members holding tenure or employment security status of his/her recommendation.

### 3. Office of the President

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

a. University Faculty Tenure and Promotion Committee

Ten persons shall be selected from a slate of thirty-two tenured faculty bargaining-unit members selected according to the provisions of Article XXX to serve on the University Faculty Tenure and Promotion Committee which shall advise the President or his/her designee on faculty tenure cases for which s/he seeks counsel. The thirty-two member slate shall include two members from each of the schools or colleges of Business Administration, Education, Engineering, Fine, Performing and Communication Arts, Law, Nursing, Pharmacy and Health Sciences, Social Work, six from the School of Medicine (3 M.D. and 3 Ph.D.), eight from Liberal Arts and Sciences (2 from each division).and the Library and Information Science Program. The final ten-person committee shall not contain more than two members from any one school/college. One student selected by the University Student Council shall also serve on the committee. The student member must hold junior, senior, or graduate status in the University.

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

b. University Academic-Staff Tenure Committee

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

c. General Provisions

The President or his/her designee shall submit to the University Faculty Tenure and Promotion Committee and the committee shall consider those cases in which his/her decision is not to recommend tenure for a faculty member. If the committee disagrees with the President's or his/her designee's decision not to recommend tenure by a two-thirds

vote of the committee membership, the committee's recommendations will be transmitted to the President. The President or his/her designee may also seek the committee's counsel on other tenure decisions.

The University Academic-Staff Tenure Committee shall be responsible for evaluating and making tenure recommendations for only those Academic-Staff tenure cases submitted to it by the President or his/her designee. If the committee disagrees with the President's or his/her designee's decision not to recommend tenure by a two-thirds vote of the committee membership, the committee's recommendation will be transmitted to the President.

Whenever a dean/director appears before either of the University committees, s/he shall be accompanied by the elected school/college/unit committee representative.

If an Academic-Staff unit committee does not exist, or if the committee spokesperson does not agree with the recommendation of the committee regarding the candidate, the candidate may select a representative to accompany the dean/director.

The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. However, if the President initiates a tenure recommendation between the last and first days of the academic year as defined in the Letter of Agreement dated August 13, 1992, s/he will first consult with the tenure committee in the appropriate unit when practicable. If there is no tenure committee in the department/division, the President will, when practicable, consult the school/college/division committee. If there is no school/college/division committee, the President will, when practicable, consult the University-Wide committee.

If the President does not recommend for tenure any candidate who received an endorsement for tenure from the school/college/division committee and/or the dean/director, the candidate may request in writing from the President or his/her designee, within fifteen days after written notice, the compelling substantive reason(s) for not endorsing the

school/college/division recommendation. The President or his/her designee will provide such reason(s) in writing within thirty days.

#### 4. Time Schedule

Each year the President or his/her designee shall establish a time schedule for the submission of tenure recommendations to the President or his/her designee and for the submission of the President's affirmative recommendations to the Board of Governors.

### E. Appeal Procedures

#### 1. Appeal of Department Tenure Decisions for Faculty

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

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

In the event that neither the department committee nor the chair or administrator of equal function recommends the granting of tenure to a candidate, the candidate may, within 15 days after written notice of the decision, request the chair or administrator of equal function to forward to the dean/director of the school/college his/her application for tenure which was submitted to the department, along with supporting documents. The candidate may forward, through the chair, whatever additional material s/he deems appropriate. The candidate may also designate two tenured faculty members to appear before the school/college committee in his/her behalf.

The dean and the school/college committee will consider the application in the normal manner.

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

a. Faculty

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

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

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

b. Academic Staff

If neither the Academic-Staff unit tenure committee nor the dean/director recommends tenure, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the tenure committee and/or the dean/director. The candidate may, at his/her option, appear before the tenure committee. The candidate may bring with him/her a member of his/her unit holding tenure or employment security status.

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

In those schools/colleges/divisions without Academic-Staff unit tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director and may, at his/her option, meet with the dean/director. The candidate may bring with him/her a member of the academic staff holding tenure or employment security status. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may, within fifteen days, forward his/her application for tenure, along with supporting documents, to the President or his/her designee.

### 3. Grievance of Tenure Decisions

If in the opinion of the candidate and the Association, the failure to recommend the award of tenure was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step One of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur. If the arbitrator finds that a violation as specified in this section did occur, the matter shall be referred to the appropriate University Tenure and Promotion Committee and the Provost or other designee of the President. The committee, with the Provost or other designee of the President as chair, shall re-examine the tenure application in its original form and in light of the factors in force at the time of the original application and in light of the arbitrator's findings. Both the Provost or other designee of the President and the committee shall submit

written recommendations to the President. Then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University. In such cases the President shall, within six months of receipt of the decision from the Provost or other designee of the President and the committee, send written notification of the results of his/her review to both the candidate and the Association. The President's decision shall be final and is not subject to grievance.

#### 4. Initiation of Appeal Procedure

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

### F. Faculty in Centers and Institutes

1. Applications for tenure for faculty members appointed in centers/institutes shall be made to an initiating committee composed of three members from the tenure committee of the department or school/college committee where the tenure line resides and three members elected by the tenured faculty in the center/institute. These six members, along with the director(s) of the center/institute and the chair/dean of the unit where the tenure line resides, shall constitute the committee.. If faculty members are appointed in more than two departments or centers/institutes, the initiating committee shall consist of an equal number of tenured members from the department in which the tenure line resides and from the departments/ centers/institutes in which the faculty members' duties are distributed. The director and the chair shall serve without vote. This combined committee shall determine the procedure for selecting external evaluators. A two-thirds vote of the eligible faculty members of the committee shall be required for a recommendation for tenure. Committees considering applications for tenure for faculty with appointments in centers/institutes shall apply the center/institute, department (if applicable), school/college and University factors in making

their decisions. The faculty member will be considered in the same manner as other tenure applicants.

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

#### **H. Preservation of Existing Tenure Statute**

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

#### **I. Grievance Limitation**

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

## Article XXIII Promotion Procedures

### A. Faculty

#### 1. Definition

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

#### 2. Basis for Promotion Recommendation

A recommendation for promotion is based upon a candidate's qualifications in the light of specific department, school/college, and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a candidate in the creative or performing arts, in creative professional achievement. Consideration shall also be given to non-instructional service to the department, school/college, and/or University and/or public and/or professional service which benefits the University.

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

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

### 3. Procedures

#### a. Recommendations for Promotion

Each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; each of the Schools/Colleges of Education; Law; Nursing; Social Work; and the Library and Information Science Program shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section A.2 of this Article and to those department and school/college factors that may have a bearing on the promotion recommendations. The factors shall distinguish among teaching, scholarship and service. However, such factors are not to be interpreted as standards. Department and school/college promotion factors statements must receive the approval of the dean/director of the school/college prior to implementation.

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

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the school/college prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for

the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section A.2 of this Article without reference to specific unit factors. The dean/director may also attach appropriate school/college/University factors to the unit factors statements. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each faculty member in the unit.

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

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

b. Department Committee

The department tenure committees in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The department chair (or unit head), regardless of rank, shall chair the committee without vote. A committee

representative shall be elected from the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the department committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

The recommendations of the committee for promotion, together with its written assessments and supporting documents, shall be forwarded to the department chair or administrator of equal function.

c. Department Chair

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

If there are fewer than three persons on the promotion committee who are eligible to vote, the chair shall possess the authority and functions of the department committee. The chair will consult with those tenured faculty members who hold rank higher than that of the candidate prior to arriving at a positive or negative decision. The chair shall notify both the candidate and the tenured faculty members who hold rank higher than that of the candidate of his/her recommendation.

d. School/College Committee

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

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

The recommendations of the committee shall be forwarded to the dean/director together with its assessments and supporting documents. Any time a department chair appears before the college committee, s/he shall be accompanied by the elected departmental committee representative.

In the Schools/Colleges of Education; Law; Nursing; Social Work; and in the Library and Information Science Program, the school/college committee may initiate promotion recommendations. The recommendations of these committees for the granting of promotions, together with written assessments and supporting documents, shall be forwarded to the dean/director. No member of these committees shall participate in or vote on a promotion recommendation to a rank higher than his/her rank.

e. Dean/Director

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

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

**B. Academic Staff**

1. Definition

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an Academic-Staff classification is an advancement from one sequential level to the next higher level in that classification.

2. Minimum Service and Degree Requirements

For academic staff there shall be a minimum of three years at each level prior to eligibility for promotion to the next level. In exceptional circumstances and upon the recommendation of the dean/director/vice-president and with the approval of the President or his/her designee, a member of the academic staff

may receive a promotion in fewer than three years. The failure to recommend or grant such approval is not subject to the Grievance Procedure (Article XVII).

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

### 3. Basis for Promotion Recommendations

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

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

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

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

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

A unit (school, college, or division) where Academic-Staff personnel are assigned shall delineate, as far as is practical,

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

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

No later than February 15 of a given year the President or his/her designee may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/vice-president of the school/college/division prior to implementation. If the dean/vice-president and the unit are unable to agree upon a factors statement, the President or his/her designee shall appoint a committee of bargaining-unit members, using the procedures described in Article XXX, which shall advise the dean/vice-president on the matter by September 15. The dean/vice-president shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not

yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section B.3 of this Article without reference to specific unit factors. The dean/vice-president may also attach appropriate school/college/division/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each Academic-Staff member in the unit.

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

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

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

Academic-Staff members who have attained employment security status may request an annual written review of job performance. When an annual review is held, the report must contain, at the least, the following components: (a) standards of performance for the particular position; (b) identification of the specific appraisal factors; (c) accomplishments in job performance, professional achievement, and, at the option of the staff member,

scholarly achievement; (d) identification of areas of growth and major strengths; (e) identification of future expectations and areas of improvement; and (f) unexpected changes in job status that affected performance. The employee shall receive at least two weeks notice prior to the annual review. After receiving the written review, the staff member may, within two weeks, attach for the file any areas of disagreement with the review.

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

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

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

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

#### 4. Procedures

##### a. Academic-Staff Promotion Committees

In each unit (i.e., school, college, or division), the academic staff shall elect a committee of bargaining-unit Academic-Staff members holding tenure or employment security status which shall be responsible for evaluating candidates and for making promotion recommendations. (In units with Academic-Staff tenure/ESS committees, the tenure/ESS committees may also serve as the promotion committees.) A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher

than his/her current rank. The dean/vice-president or his/her designee shall chair the committee without vote. A committee representative shall be elected from the bargaining-unit members of the committee who shall serve as spokesperson for the committee. When the elected spokesperson does not agree with the recommendation of the Academic-Staff unit committee with respect to a specific candidate, the voting members of the committee may elect an alternative representative to serve as spokesperson for the committee with respect to that candidate.

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

b. Dean/Vice-President

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

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

If there are fewer than three persons on the promotion committee who are eligible to vote, the dean/vice-president shall possess the authority and functions of the Academic-Staff promotion committee. In such units, the dean/vice-president shall consult with those Academic-Staff members holding tenure or employment security status who hold

rank higher than that of the candidate when a candidate is being considered for promotion and prior to arriving at a positive or negative decision. The dean/vice-president shall notify both the candidate and the Academic-Staff members holding tenure or employment security status who were consulted of his/her recommendation.

### C. Office of the President

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

#### 1. The University Faculty Tenure and Promotion Committee

The University Faculty Tenure and Promotion Committee shall advise the President or his/her designee on faculty promotion cases for which s/he seeks counsel.

#### 2. The University Academic-Staff Promotion Committee

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

#### 3. General Provisions

The President or his/her designee shall submit to the committees and the committees shall consider those cases in which his/her decision is not to recommend promotion. The President or his/her designee is not required to submit to the University Academic-Staff Promotion Committee those cases

that are "promotions to vacancies" for academic staff. (See Section B.2.b.)

If the committee disagrees with the President's or his/her designee's decision not to recommend promotion by a two-thirds vote of the committee membership, the committee's recommendation will be transmitted to the President. The President or his/her designee may also seek the committee's counsel on other promotion decisions.

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

The President retains the ultimate right to grant or to recommend promotion. However, if the President initiates a faculty promotion recommendation between the last and first days of the academic year as defined in the Letter of Agreement dated August 13, 1992, s/he will, when practicable, first consult with the promotion committee in the appropriate unit.

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

Each year the President or his/her designee shall establish a time schedule for the submission of promotion recommendations to the President or his/her designee, except

for recommendations for "promotions to vacancies" for academic staff which may be submitted at any time.

#### **D. Appeal Procedures**

##### **1. Notification**

A faculty member or Academic-Staff member shall receive, upon request, written notification from the chair/dean/director/vice-president (as appropriate) if s/he is not being recommended for promotion.

##### **2. Initiation of Appeal Procedures**

###### **a. Faculty**

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

###### **b. Academic Staff**

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

##### **3. Appeal of Faculty Department Decisions**

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

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

In the event that neither the department committee nor the chair recommends promotion of a candidate, the candidate may, within fifteen days after written notice of the decision, request the chair to forward to the dean/director of the school/college his/her application for promotion, which was submitted to the department, along with supporting documents. The candidate may forward, through the chair, whatever additional material s/he deems appropriate. The candidate may also designate two tenured faculty members to appear before the school/college committee in his/her behalf.

The dean and the school/college committee will consider the application in the normal manner.

#### 4. Appeal of the School/College/Division Decision

##### a. Faculty

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

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

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

b. Academic Staff

If neither the Academic-Staff promotion committee nor the dean/vice-president recommends promotion, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the promotion committee and/or the dean/vice-president. The candidate may, at his/her option, appear before the promotion committee. The candidate may bring with him/her a member of his/her unit holding tenure or employment security status.

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

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

## 5. Grievance

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

## E. Faculty in Centers and Institutes

1. Applications for promotion for faculty members appointed in centers/institutes shall be made to an initiating committee composed of three members from the tenure committee of the department or school/college committee where the tenure line resides and three members elected by the tenured faculty in the center/institute. These six members, along with the director of the center/institute and the chair/dean of the unit where the tenure line resides, shall constitute the committee. If faculty members are appointed in more than two departments or centers/institutes, the initiating committee shall consist of an equal number of tenured members from the department in which the tenure line resides and from the

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

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

#### **G. Grievance Limitation**

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

## **Article XXIV Professional Duties**

### **I. Faculty Professional Duties**

#### **A. Principles**

1. The duties of faculty shall be reasonable and fair and shall reflect teaching duties, research activity, creative professional activity, and service to Wayne State University.
2. The workload of faculty shall be consistent with the University's mission and may consist of a combination of teaching and teaching-related activities, scholarship, and University service. Greater proportions of time, energy, and creativity will be manifested in one or another of the faculty member's areas of responsibility at different stages in an individual's career trajectory.

#### **B. Initial Determination of Responsibilities**

1. Each faculty member's teaching and research load shall be based on department norms, existing school/college/division policies, and the information contained in the faculty member's annual selective-salary report. Each faculty member's annual report should consist of (a) an updated professional record; (b) a summary of the teaching evaluations for the previous year; (c) a summary of the last three years of the faculty member's activities, a presentation of current activities, and what results are expected from these activities. All faculty members are expected to submit an annual selective salary report and to participate in this process. The salary committee's recommendation may form a basis for an adjustment in workload.
2. Recognizing the University's commitment to scholarship, research, University and public service, and the professional growth of the faculty, the chair (dean/director in non-departmentalized units), in consultation with the unit's policy and/or personnel committee, or other committee designated by the unit's bylaws, and faculty member, and with the approval of the dean, may substitute authorized University activity for all or a portion of the teaching workload. Authorized University

activity may include, but is not limited to, scholarly research, publication, or equivalent creative activity, and/or organized University or public service.

### 3. Professional Development

Professional development of faculty is important throughout the many stages of a faculty member's career. Accordingly, each year \$50,000 will be allocated to support professional development activities for tenured faculty as described below. The Office of the Provost will administer these funds.

#### A. *Teaching*

If in the course of the annual selective salary review the department chair (dean/director) and unit salary committee find a faculty member's teaching to be substantially below the unit's factors' expectations for a period of three years, the chair (dean/director), on the recommendation of the salary committee, shall notify the policy and/or personnel committee or other committee designated by the unit's bylaws of the concerns. The chair (dean/director) and policy and/or personnel committee or other committee designated by the unit's bylaws shall specify the nature of the concern about the faculty member's teaching and, after consultation with the unit committee, prepare a memorandum suggesting changes that should occur to bring the faculty member's teaching into line with the unit's factors' expectations.

After approval by the unit committee, the memorandum shall be given to the faculty member. The suggestions contained in the memorandum shall in no case make recommendations that impinge on the academic freedom of the faculty member. A timeline for improvement of at least one year shall be specified. If the plan includes resources in addition to those available from the unit, the faculty member may request, after approval from the chair (dean/director) and the unit committee, financial support for specific activities from the Office of the Provost. Following the implementation of the plan, the chair (dean/director) in consultation with the unit committee shall evaluate the faculty member's performance to determine whether unit factors are being met.

If, in the opinion of the chair and unit committee, a problem continues to exist after the attempted remediation, a faculty peer committee shall be established. Only tenured faculty members in the unit of rank equal to or greater than that of the faculty member shall be considered for committee membership. The chair (dean/director) and the faculty member shall each submit at least three names of faculty peers who would be appropriate to the unit committee, from which the unit committee shall select three. If six peer members cannot be found within the unit, the chair and the faculty member may nominate WSU faculty peers. The chair (dean/director) in consultation with the unit committee shall choose a sufficient number from those lists to yield a total of three.

The peer committee shall select its own chair and follow the procedures outlined in the WSU-AAUP-AFT Agreement. The faculty member shall have 30 calendar days to provide the peer committee sufficient material for review of his/her performance over the previous three years. The peer committee shall, in light of the goals and expectations of the unit, prepare a report on the strengths and weaknesses of the faculty member's performance. It will also identify any supporting service or accommodation that the University could provide the faculty member to improve performance. The peer committee may recommend:

1. that the faculty member's performance is adequate and that the review should end. In the event the committee decides that the performance is adequate, the matter may not be revisited for a period of three years;
2. that the allocation of the faculty member's expected effort among teaching, research/creativity, and service functions be altered so as to maximize the faculty member's contribution to the mission of the University;  
or
3. that the timeline for improvement be extended for two years with additional specificity for improvement. At the end of two years, if progress is adequate, the review should end.

*B. Scholarly/Creative Activity*

Faculty assigned a differential teaching load and willing to accept it in lieu of scholarly/creative activity are exempt from this review of scholarly/creative activity.

1. If in the course of the annual salary review, the department chair (dean/director) and unit salary committee find a faculty member's scholarly/creative activity to be substantially below the unit's factors' expectations for a period of three years (e.g., decline over time), the chair (dean/director), on recommendation of the salary committee, shall notify the unit committee (policy and/or personnel committee or other committee designated by the unit's bylaws) of the concerns. The chair (dean/director) and the unit committee shall discuss the nature of the concern and, on recommendation of the unit committee, the chair and a representative of the committee shall discuss these concerns with the faculty member.
2. If in the following year the faculty member's scholarly/creative activity remains substantially below the unit's factors' expectations, the chair (dean/director) and policy and/or personnel committee or other committee designated by the unit's bylaws shall specify the nature of the concern about the faculty member's scholarly/creative activity and, after consultation with the unit committee, prepare a memorandum suggesting changes that should occur to bring the faculty member's scholarly/creative activity into line with the unit's factors' expectations.

After approval by the unit committee, the memorandum shall be given to the faculty member. The suggestions contained in the memorandum shall in no case make recommendations that impinge on the academic freedom of the faculty member.

The faculty member may decline to participate at this point without prejudice.

3. Unless she/he declines, the faculty member shall, working with the chair and a peer faculty member, draw

up a plan for professional development in the area of scholarly/creative activity. The professional-development plan should include appropriate suggestions specific to the faculty member's discipline. If the plan includes resources in addition to those available from the unit, the faculty member may request, after approval from the chair (dean/director) and the unit committee, financial support for specific activities, including appropriate formal and informal training, research instrumentation, and infrastructure, as outlined in the plan coordinated with the Office of the Provost.

4. If unit or University resources are provided, at the end of the period established in the professional development plan the chair (dean/director) in consultation with the unit committee shall evaluate the faculty member's performance to determine whether the unit factors are being met.

### **C. Appeal of Change in Duties Decision**

1. Request for Review of Change of Duties of Faculty

If a substantial change in the duties of a faculty member is proposed at the end of the period designated for professional development that he/she considers contrary to his/her responsibilities, he/she may request review of the department or school/college action by the dean/director. Such a request must be filed within ten working days after notification has been sent by certified, registered, express mail, FedEx, or after having been personally served. If a mutually agreeable solution is not reached, the faculty member may request that the dean provide written reasons for the change in assignment.

2. Appeal to Review Committee

If the faculty member is dissatisfied with the dean's/director's review, the Association may, if it determines that the complaint falls within the scope of this Article, submit a written request within fourteen calendar days to the President or his/her designee for review by a five-person committee. Accompanying the request will be a concise statement of the substantial change in duties which the faculty member and the Association

consider contrary to the faculty member's responsibilities, the basis for the Association's belief that the change was substantial and contrary to his/her responsibilities, and the written reasons provided by the dean/director for the change in assignment.

Within twenty-one calendar days after receipt of the request, the President or his/her designee shall form a five-person review committee. A standing panel of twenty-four persons shall be created, from whose members the hearing panels will be selected. This standing panel shall be divided between twelve members chosen by the Association and twelve members chosen by the Administration. Each hearing panel shall be formed by selecting two names from each list of twelve in order from the twelve-member lists (subject to the constraints identified below), plus the President or his/her designee shall designate a person as chair who shall have the power to call meetings of the committee and shall preside over the proceedings of the committee. Each five-member panel shall have no more than one person from any school/college. The chair shall have no vote except in the case of a tie among the other panel members. Each hearing panel shall be chosen from the standing panel with due consideration by the Administration and the Association to assure impartiality and avoidance of conflict of interest. Upon mutual agreement of the Association and the Administration, the committee may be asked to hear more than one case in the event that similar cases are filed, or when more than one case is filed during any running six-month period.

In the event that a hearing-panel member shall become unable to serve, a new member shall be selected from the appropriate section (Association-chosen or Administration-chosen) of the standing panel.

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

At least ten working days prior to the first scheduled meeting of the panel, the parties shall provide the panel with a concise summary stating their positions with respect to the change in professional duties and the relief requested, along with copies of all the documents referred to in the concise summary and any other relevant documents to which they may refer in the hearing. Rebuttal evidence must be submitted within ten

working days of the receipt of the summary and documents. No new material shall be introduced by either party at the hearing.

No presentations shall be made by either party to the panel in the absence of the other party. The hearing may proceed in the absence of a panel member provided there has been adequate notice of the meeting.

The committee shall conduct its review and report its recommendations to the President or his/her designee within forty-five calendar days of its appointment. The panel shall make its decision and recommendations on the basis of the information forwarded pursuant to this Article and the testimony presented at the hearing. The decision of the panel and its vote shall be conveyed to the President or his/her designee within one week of the conclusion of the hearing in the form of a written report to be signed by the members of the panel. Any panel member may append a minority report.

### 3. Response of President or Designee to Recommendation of Review Committee

The President or his/her designee shall have one month in which to consider the decision of the committee. If the President or his/her designee agrees with the recommendations, he/she will implement them. If he/she does not accept the committee recommendations, he/she will meet with the committee and discuss the matter.

### 4. Right to Arbitration

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 arbitrator shall choose either the position of the Administration or the Association without modification.

#### *Change in Teaching Duties during Review Process*

If the committee's review is delayed more than one semester, the dean may implement the changes, notwithstanding the ongoing proceedings. However, in the event that the faculty member's position is upheld, the faculty member will be

entitled to a one-course reduction in teaching load in the following semester.

5. Change in Scholarly/Creative Activity Duties during Review Process

If the committee's review is delayed more than one semester, the dean may implement the changes, notwithstanding the ongoing proceedings. However, in the event that the faculty member's position is upheld, the faculty member will be entitled to a compensatory reduction in workload the following semester.

*Right to Arbitration*

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 arbitrator shall choose either the position of the Administration or the Association without modification.

6. Other Rules

- a. Where a faculty member is asked to teach additional courses pursuant to the decision of the President or his/her designee and the arbitrator chooses the position of the Association, the faculty member will be given a reduced course load equivalent to the additional courses taught.
- b. When a professional- duties assignment of a faculty member has been determined pursuant to Section C of this Article, it may not be appealed or changed for a two-year period, without mutual agreement of the Administration, the bargaining-unit member and the Association.
- c. The time limitations in this Article shall apply unless formally extended by mutual agreement of the Administration and the Association.

## II. Academic Staff

### A. Definition of Duties

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

### B. Request for Review of Change of Duties

1. If a substantial change in the duties of an academic-staff member is proposed that s/he considers contrary to his/her responsibilities, s/he should first seek to settle the dispute via a meeting with the dean/director/vice-president. The request for a meeting must be made in writing within ten (10) working days after notification of the proposed duties change by certified mail or after having been personally served. At the academic-staff member's option, an AAUP-AFT representative may be present at the meeting.

If a mutually agreeable solution is reached at the conclusion of the meeting, the dean/director/vicepresident will write a new job description for the academic-staff member. The new job description will be provided within ten (10) working days. If the academic-staff member agrees with the new description of duties, s/he will sign it, and it will be effective on the date to which s/he and the dean/director/vicepresident agree.

- 2.1. If a mutually agreeable solution is not reached at the conclusion of the meeting, the academic-staff member may request that the dean/director/vice-president provide written reasons for the change in assignment. The written reasons will be provided within ten (10) working days.
- 2.2. Within ten (10) working days of the receipt of the written reasons for the change in assignment from the dean/director/vice-president, the academic-staff member will provide a written statement to the dean/director/vice-president presenting the reasons for which the proposed substantial change in his/her duties is contrary to his./her responsibilities.

- 2.3. The dean/director/vice-president will schedule a meeting with the academic-staff member within ten (10) working days of receiving his/her statement of the reasons the proposed substantial change in his/her duties is contrary to his./her responsibilities. At the academic-staff member's option, an AAUP-AFT representative may be present at the meeting.

If a mutually agreeable solution is reached at the conclusion of the meeting, the dean/director/vicepresident will write a new job description for the academic-staff member. The new job description will be provided within ten (10) working days. If the academic-staff member agrees with the new description of duties, s/he will sign it, and it will be effective on the date to which s/he and the dean/director/vice-president agree.

If a mutually agreeable solution is not reached at the conclusion of the meeting, the academic-staff member will provide the Association with a written request for an appeal to a review committee, Step C, within five (5) working days.

### **C. Appeal to Review Committee**

If the academic-staff member is dissatisfied with the dean's/director's/vice-president's review, the Association may, if it determines that the complaint falls within the scope of this Article, submit a written request within two (2) calendar weeks to the President or his/her designee for review by a seven-person 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.

Within twenty-one (21) days after receipt of the request the President or his/her designee shall form a seven-person review committee. An Article XXX committee of (24) persons shall be created, from which members of the hearing panels will be selected. This Article XXX committee will be divided between twelve (12) members chosen by the Association and twelve (12) members chosen by the University Administration. Each hearing panel shall be formed by selecting three names from each list of

twelve (12) in the order listed from the twelve-member lists (subject to the constraints identified below), plus the President or his/her designee shall designate a person as chairperson who shall have the power to call meetings of the committee and shall preside over the proceedings of the committee. Each three-member group shall have no more than one person from any school/college. The chairperson shall have no vote except in the case of a tie among other panel members.

Each hearing panel shall be chosen from the Article XXX committee with due consideration by the University Administration and the Association to assure impartiality and avoidance of conflict of interest as defined by University statutes. Representatives on the Association and the Administration side panel shall not currently serve, nor have served during the past five years, within the same department/office as the academic-staff member who makes the request for review of his/her professional duties. Upon mutual agreement of the Association and the Administration, the committee may be asked to hear more than one case in the event that similar cases are filed, or when more than one case is filed during any running six-month period.

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

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

The dean/director/vice-president and the academic-staff member will provide the Article XXX committee and each other with copies of all documents relevant to the issue and the case. Opportunity shall be given after the initial hearing for panel members to examine documents relevant to the issue and the case. Two or more members may request a recess for not more than one week to allow for examination of the documents.

No presentations shall be made by either party to the Article XXX committee, either individually or in committee, in the absence of the other party. The hearing may proceed in the absence of a committee member provided there has been adequate notice of the meeting. At minimum the Chair and two members of the Association side and two members of the Administration side of

the Article XXX committee must be present for the committee to meet. Either party or the Committee may call upon experts in the subject matter to make presentations to the Committee, provided the experts have no conflict of interest as defined in University statutes. Committee members must be present to vote on matters before the Committee. The Committee shall not engage in electronic voting on matters before it.

The Committee shall conduct its review and report its recommendations to the President or his/her designee within forty-five (45) calendar days of its appointment. The Committee shall confine its consideration and recommendations to the facts and circumstances surrounding the particular change in duties concerned. The decision of the panel and its vote shall be conveyed to the President or his/her designee and to the academic-staff member within one week of the conclusion of the hearing in the form of a written report to be signed by the members of the panel. Any panel member may append a minority report.

**D. Response of President or Designee to Recommendation of Review Committee**

If the President or his/her designee agrees with the recommendations, s/he or his/her designee will implement them within ten (10) working days of the decision. If the President or his/her designee does not accept the Committee recommendations, s/he will meet with the Committee and discuss the matter and so advise the academic-staff member in writing within ten (10) working days of the decision.

**E. No Change in Duties during Review Process**

No change in the duties of an academic-staff member shall take place prior to the completion of the review process described in Sections B through D of this Article.

**F. Right to Arbitration**

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. No change in the job duties of an academic-staff member shall take place prior to the completion of the arbitration.

#### **G. Other Rules**

1. When job duties of an academic-staff member have been determined pursuant to Sections C, D, or F of this Article, they may not be changed for a two-year period without mutual written agreement of the University Administration, academic-staff member, and the Association.
2. The time limitations in this Article may be extended by mutual written agreement of the University Administration and the Association.

## Article XXV Personnel Files

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

A post-employment file (containing material dated January 1, 1975, and thereafter) will be maintained for each bargaining-unit member within the department or school/college as appropriate. This file shall contain either originals or copies of any and all materials (except for those materials which are readily accessible and outside letters as described below) used by the unit in tenure and promotion or disciplinary proceedings. Each unit shall inform bargaining-unit members at least annually of the need to review and update their files prior to initiation of the review by unit committees (or the appropriate administrative officer in units where there are no committees) for the purpose of consideration for tenure, promotion, and/or selective salary recommendations. Individual bargaining-unit members shall have access to all materials placed in their post-employment file. The President or his/her designee must comply with a request for such access within five working days. Letters of evaluation and recommendation concerning a bargaining-unit member shall be abstracted to protect the anonymity of the authors. Individuals and University Administrators may add to their files any materials they consider appropriate.

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

The author or preparer of all materials placed in the personnel file shall be identified.

**Article XXVI**  
**Research and Professional Development Grants and Programs**

**A. Research Grants**

During the life of this Agreement, the University shall provide annually at least \$160,000 for research grants evaluated by the University Research Grant Committee.

**B. Educational Development Grants**

During the life of this Agreement the University shall provide annually at least \$15,000 for educational development grants evaluated by the University Educational Development Grant Committee.

**C. Academic-Staff Professional Development Program**

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

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

**D. Committee Procedures and Composition**

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

**E. Unexpended Balances**

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

## Article XXVII Bylaws and Voting Rights

### A. Establishment of Unit Bylaws

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

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

### B. Participation in Academic-Governance Activities

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

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

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

#### **C. Periodic Review of Bylaws**

Not more frequently than once each five years, the President or his/her designee may request a review of the bylaws of any department/school/college/division/center/institute to determine whether they continue to comply with the statutes and policies of the University and with this Agreement. The unit shall have three months to complete its review and/or revisions of such bylaws, and the President or his/her designee shall have three months to complete his/her review. If the President or his/her designee fails to act within the three-month period, the bylaws shall be treated as approved for purposes of this Article. If the President or his/her designee rejects any provisions in the submitted bylaws, s/he shall return the bylaws to the unit with a statement of reasons for his/her disapproval. The unit may resubmit its bylaws, with revisions, for approval within three months. If the unit does not resubmit its bylaws or if the President or his/her designee does not approve the resubmitted bylaws, the unit shall conduct its affairs in accordance with established department/school/college/division/center/institute procedures or Roberts Rules of Order.

#### **D. Limitation on Grievances**

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

## Article XXVIII Tuition Assistance Program

### A. Definition

A tuition assistance program for members of the academic staff shall provide tuition vouchers for students for up to two courses or six hours whichever is greater for each of two terms each fall, winter, spring/summer year and one course or four hours whichever is greater for one term each fall, winter, spring/summer year. This program applies to tuition only; incidental fees that may be charged are borne by the Academic-Staff member. Reimbursement for graduate tuition is subject to applicable federal tax. Participation under this program must be consistent with the University graduate and undergraduate academic policies.

### B. Admission

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

### C. Enrollment

Academic-Staff members may enroll for credit courses in any school or college at Wayne State University for which they are eligible.

### D. Eligibility

To be eligible for tuition assistance:

1. The Academic-Staff member must have been appointed prior to the last day of final registration for the term for which s/he plans to register.
2. College admission requirements must be met.
3. Total credit hours taken in a given term shall not exceed eight hours. Exceptions to this regulation shall be made only upon

prior written approval of the chair and dean/vice-president of the unit where the Academic-Staff member is employed.

4. Academic-Staff members shall submit to Benefits Administration a signed Tuition Assistance Application (Form 10-780) at least five working days prior to registering. Failure to submit an application before the end of the term will forfeit eligibility under the program for that term.

#### **E. Forfeit of Benefit**

The Academic-Staff member will forfeit the tuition assistance benefit and must make prompt reimbursement of the full amount of tuition assistance to the University if:

1. A passing grade or mark is not achieved.
  - a. For the purpose of establishing eligibility for this program undergraduate grades of A, B, C, D and graduate grades of A, B, C shall be considered passing grades. Marks of P or S shall be considered passing.
  - b. Marks of "Deferred" (Y) must be resolved into passing grades within twelve months following termination of the term in which the course was elected. An extension for an additional twelve months may be granted upon the written approval of the President or his/her designee. One-year extensions for the completion of "Deferral" (Y) marks for thesis or dissertation credit shall be granted by the President or his/her designee upon receipt of a written request from the Academic-Staff member countersigned by the appropriate graduate officer to verify continuance in an academic program.
  - c. Marks of "Incomplete" (I) must be resolved into passing grades within twelve months following termination of the term in which the course was elected.
  - d. Marks of I or Y must be resolved into passing grades or marks prior to employment termination date.
  - e. Marks of I or Y must be resolved into passing grades or marks prior to certification of degree.

2. The Academic-Staff member does not remain on the active payroll for the entire term in which s/he makes application for the tuition assistance.

#### **F. Course Work in Relation to Academic-Staff Working Hours**

1. One course per semester may be taken during the Academic-Staff member's normal working hours, provided his/her chair/dean/vice-president is able to arrange adequate coverage of the position.
2. Time taken off is charged to vacation or additional hours are worked to make up the time taken off.
3. Prior written approval is sent by the dean/vice-president to the President or his/her designee with a statement of how the time is to be made up and is approved by the President or his/her designee.

#### **G. Collection of Forfeited Tuition Assistance Amounts**

If an Academic-Staff member forfeits eligibility for tuition assistance under the Tuition Assistance Program and does not make prompt reimbursement of the full amount owed to the University, the University may use payroll deductions (of not more than 25% of the gross amount of each biweekly paycheck) or other appropriate means to assure prompt collection of all forfeited tuition assistance amounts.

#### **H. Tuition Reduction for Spouses, Domestic Partners, and Children**

1. The spouse or domestic partner of any bargaining-unit member and/or children less than twenty-six years of age who are admitted to the University through its normal procedures shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent of the regular graduate or undergraduate tuition rate per credit hour according to their student rank. The spouse, domestic partner, and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will

reduce the amount of University assistance. Incidental fees shall be charged to the spouse, domestic partner, and/or children for such enrollment.

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

## Article XXIX Evaluation of Faculty Teaching

### A. Student Evaluation of Teaching

Each appropriate unit of the faculty shall make provisions for student evaluation of faculty teaching through the use of a standard evaluation form established by the University. The unit may also include a form which has been developed for the specific use of that unit. The results of the evaluations shall be made available to the individual, to the unit committee(s) charged with making personnel decisions (to include, but not limited to, renewal, tenure, promotions, and salary adjustments), and to the chair and other appropriate administrative officers for the purpose of assessing the individual's teaching performance and for the purpose of program review. However, data from student evaluations will not be the only basis for comparisons between units. The anonymity of the students shall be preserved.

A joint committee composed of three members appointed by the Association and three members appointed by the University shall serve as an advisory board to the Provost in the development and use of standard forms and other instruments for student evaluation of teaching. The committee shall also consider requests for waivers from the use of the standard instrument, or proposals for alterations in the standard instrument. Each appointing entity should appoint, among its appointees, some person having expertise in evaluation.

If the committee makes recommendations to the Provost that s/he is not prepared to implement, s/he will first discuss these differences with the committee. If there is not a satisfactory resolution to the differences, the current standard form shall remain in use.

### B. Teaching Portfolios

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

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

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

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

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

## Article XXX University-Wide Committees

Every year before the end of the winter semester, the Provost or his/her designee will solicit in writing nominations from each of the units with represented faculty and/or Academic-Staff members for membership on each of the contractually-constituted University committees. The Office of the Provost will provide to the dean/vice-president, in conjunction with this request for nominations, information for each of these committees on eligibility requirements for potential committee members and the number of nominees to be sent forward from each unit. Faculty and Academic-Staff members may nominate themselves or be nominated (with their consent) by their colleagues and/or the administration of the unit. The required number of eligible individuals will be selected for each committee by the dean/vice-president in consultation with the appropriate faculty or Academic-Staff committees such as a faculty council or the executive committee of the faculty council or senate of the school, college, or division. The Academic Senate Policy Committee and the Provost will select members of the committees from the slates presented, with membership to start at the beginning of the fall semester. If someone on the list for a given committee is found to be ineligible, the members of the committee will be chosen from among the remaining names on the slate.

## Article XXXI Budget Advisory Committees

Upon a majority vote of the faculty and academic staff holding tenure or employment security status of the departments in the Schools/Colleges of Business Administration; Education; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; and Medicine; and in the divisions in the Eugene Applebaum College of Pharmacy and Health Sciences; and the Schools/Colleges of Law; Nursing; and Social Work, a committee will be elected, and upon a majority vote of the librarians holding tenure or employment security status in the Library and of the archivists holding tenure or employment security status in the Archives a committee will be elected, with which the chair/dean/director will consult concerning the general budgetary priorities of the unit. This committee also shall advise the unit head on general travel policies and priorities.

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

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

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

## Article XXXII Equal Opportunity Data

The University administration shall annually publish the following data:

- a. A count by gender and ethnicity of the number of faculty in each department and school/college.
- b. A count by gender and ethnicity of the number of academic staff in each classification and school/college/division.
- c. The percentage of female and/or minority group members in the national pool by major academic discipline if such information is reasonably available.

### **Article XXXIII**

#### **Transfers between Bargaining Units**

A member of this bargaining unit who resigns to accept a position in another bargaining unit within the University whose contract contains a similar provision is eligible for transfer back into this bargaining unit, either to his/her previous position if available, or to his/her previous classification if a suitable vacancy exists. Beginning on the first date of service in the other bargaining unit, the period of eligibility for transfer back to this bargaining unit is six months for non tenured bargaining-unit members and those not holding employment security status and one year for bargaining-unit members holding tenure or employment security status. However, the period of eligibility shall not extend beyond the termination date of the last appointment in this bargaining unit of a bargaining-unit member on term appointment. If his/her previous position is no longer available, and no suitable vacancy exists in his/her previous classification, the bargaining-unit member may exercise his/her rights under Article X.

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

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

## Article XXXIV Spring-Summer Term

### A. Spring-Summer Within-Load Assignments

#### 1. New and Renewal Contracts

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

#### 2. Continuing Contracts

Mandatory spring-summer within-load assignments may also be made for the period April 1 through December 31 for bargaining-unit members on nine-month appointments who are in units with substantial enrollment difficulties which could be alleviated by such assignments. An attempt will be made to secure volunteers for such assignments. If the number of faculty who volunteer is insufficient, the University will proceed as specified below.

- a. Prior to mandatory assignments a committee shall be established which has one-half membership appointed under the provisions of Article XXX. At least one-half of the slate submitted under Article XXX shall be from the affected unit. The President or his/her designee shall appoint the remaining members. The University Administration, after consultation with the unit head, shall present to this committee by April 1 a plan for within-load spring-summer assignments and its justification. The committee shall respond by May 20. If the committee approves the University-proposed plan, the University shall act in accordance with the procedures specified below. If the

committee does not approve the University-proposed plan, it shall present an alternative plan. If the committee plan is not acceptable to the University, the matter shall be referred to a single arbitrator selected in accordance with the procedures specified in Article XVII, Step Two. The arbitrator shall choose either the position of the University Administration or the position of the committee without modification. The University Administration shall implement the plan chosen by the arbitrator. If circumstances warrant, the University Administration may implement a less extensive plan.

- b. Consultation with bargaining-unit members being considered for spring-summer within-load assignments must commence before May 1 preceding the academic year in which the assignment is to occur and written notice of such assignment is to be given before May 31.
- c. A bargaining-unit member on a spring-summer within-load assignment will be notified before May 31 if the assignment is to continue for the following academic year.
- d. By mutual agreement of the bargaining-unit member and the University the above time limits may be waived.
- e. If the bargaining-unit member considers such an assignment to be contrary to his/her responsibilities, s/he may request a review of the assignment under Article XXIV.

#### **B. Spring-Summer Additional Service Compensation Rates**

The rates of compensation as percentages of the nine-month salary per course credit hour (or equivalent) for regular faculty who teach during the spring-summer term shall not be less than 3.0%.

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

## Article XXXV Affirmative Action

Wayne State University and the Association recognize a moral and educational responsibility to ensure that realistic and appropriate goals are established, periodically reviewed, revised, and pursued with respect to: (1) fair employment practices in all personnel matters; and (2) the alteration of the composition of the University faculty and academic staff to effect a better proportion of minority persons and females, consonant with the particular needs of Wayne State University.

In forming committees, the University shall strive for committee membership that is broadly representative with respect to discipline and affirmative action considerations.

It is agreed that whenever committees are selected that are to represent the faculty and/or academic staff, either under this Agreement or under other regulations of the University, and the members selected do not include female representation or representatives of under-represented minorities, the President or his/her designee or the Association may request a reconsideration of the composition of the committee by the selecting body(ies).

The Association and the Administration both recognize the extraordinary demands placed on women and minority bargaining-unit members as mentors to students and as representatives to various University, school/college and unit committees. In order that such service does not adversely affect the careers of women and minority bargaining-unit members, the University agrees to establish the following competitive grant program.

The University shall make available a pool of \$50,000 each year for the purpose of allowing released-time from teaching for minority faculty bargaining-unit members and women faculty bargaining-unit members in units where females have been traditionally under-represented. Untenured, tenure-track women faculty from such units and minority faculty bargaining-unit members will be eligible to compete in this program under guidelines established by the President or his/her designee. Any unexpended balances of funds for this program will be carried over to the next year.

## Article XXXVI Resignation

### A. Faculty

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

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

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

### B. Academic Staff

An Academic-Staff member should not resign in order to accept other employment without a two-week (non tenured) or thirty-days (tenured or with employment security status) prior notice in writing to his/her immediate supervisor.

**Article XXXVII**  
**Duration of Agreement and Cessation of Bargaining**

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of July 31, 2009, 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, 2009. 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.