

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 support, 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 Professional Duties

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/vice-president 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.

- 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/vice-president 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.