

AGREEMENT between
WAYNE STATE UNIVERSITY
and the
WAYNE STATE UNIVERSITY
UNION OF PART-TIME FACULTY
AFT LOCAL 477, AFL-CIO

July 16, 2008 – July 15, 2012

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Article I UNION RECOGNITION

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

A. Included Employees:

1. All employees with instructional duties who are not represented by the AAUP-AFT or GEOC/AFT.

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

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

B. Excluded Employees:

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

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

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

Article II DEFINITIONS

A. UPTF

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

B. Union

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

C. University

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

D. Employee

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

E. Employer

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

F. Day

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

G. Year

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

H. Unit

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

I. Semester

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

**Article III
NONDISCRIMINATION**

- A.** Wayne State University and the UPTF-AFT recognize an obligation and reaffirm by this Agreement their commitment to achieve equal employment opportunity and non-discrimination within the University. Consistent with University policies, the University and the Union shall not discriminate on the basis of race, color, veteran status, height, weight, national origin, ethnicity, religion, political affiliation, political beliefs, marital or familial status, age, gender, gender identity or expression, pregnancy, sexual orientation, or disability, including HIV status, of those capable of performing their professional duties. Nothing in this section shall be construed to prohibit Wayne State University from the application of *bona fide* occupational qualifications as may be appropriate or from taking such measures as may be permissible by law to protect the health and safety of the University community. Discrimination resulting from sexual harassment as defined by the Board of Governors’ statute of July 15, 1983, shall be subject to the grievance procedure. Such a grievance may be filed only after remedies under the Board of Governors’ statute have been exhausted.
- B.** Employees who believe that they have been subject to discrimination in violation of this Article may choose to pursue their claim either through the University’s internal discrimination process administered by the Office of Equal Opportunity or through the grievance procedure of this Agreement. The initial choice of one of these two internal procedures is binding as to the discrimination aspect of any claim and prohibits the filing or processing that same discrimination claim through any other internal procedure. An Employee may first attempt to resolve his or her claim informally with his or her immediate supervisor without invoking the grievance procedure. If the Employee proceeds through the

grievance procedure, the grievance will begin at Step Three, as set forth in Article XX of this Agreement.

- C. Neither the University nor Union shall directly or indirectly discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of such Employee's membership in the Union, such Employee's participation in any activities of the Union or collective professional negotiations with the University, or such Employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Article IV UNION DUES

A. Introduction

The parties recognize that the proper negotiation and administration of a Collective Bargaining Agreement and the fulfillment by the Union of its statutory duty of representation entail expenses which are appropriately shared by all employees who are the beneficiaries of such an agreement. As a condition of employment, each Employee shall tender to the Union either periodic and uniformly required membership dues or agency fees as certified by the Union.

B. Deductions

1. During the term of this Agreement, the Employer agrees to deduct regular union dues on a bi-weekly or semi-monthly basis (as determined by the Employee's election and the Employer's payroll cycle, respectively) from the salary of each Employee who authorizes such deduction in writing in accordance with a standard form that is mutually developed by the Union and the Employer.
2. Employees who do not authorize a deduction for union dues shall pay an agency fee to the Union. During the term of this Agreement, the Employer agrees to deduct an agency fee on a bi-weekly or semi-monthly basis (as determined by the Employer's payroll cycle) from Employees who authorize such deduction in writing in accordance with the standard form referenced in the preceding subsection. The amount of this fee shall not exceed the amount of dues assessed, and shall be determined by the Union.
3. In the absence of an Employee's expression of preference through the means established above, the Employee's status will default to that of an agency-fee payer and the full amount of agency-fees will be automatically deducted.
4. Employees who have not either joined the union or paid agency fees shall have those dues/fees/payments withheld during the first subsequent term of employment.

5. Employee appointment letters shall include a paragraph indicating that membership in the union or payment of an agency fee is a condition of employment. Such letters shall include the following statement:

"Part-time faculty at Wayne State University are represented by the Union of Part-Time Faculty, AFT Local 477, AFL-CIO. Part-time faculty are required either to pay union dues or an 'agency fee' to the Union. (Details of this requirement can be found in Article IV of the collective bargaining agreement between Wayne State and the Union.) Union members (who pay union dues) may participate in the activities of the union; run for union office; and vote in union leadership elections, on contracts, and other matters of union business. Agency fee payers may not. Please complete the Payroll Deduction Authorization Form for Union Membership or Agency Fee included in the packet you receive."

6. Dues and fees deduction authorizations shall remain in effect whenever an Employee is employed as a member of the bargaining unit. The Employer shall not be responsible, therefore, for the deduction of regular Union dues or agency fees for any period of time when the Employee is not employed as or does not have earnings as part-time faculty.

C. Remission and Reporting

1. The Employer will furnish to the Union, no later than the third workday after the second payroll deduction of each semester, a report listing the names of individuals from whom dues or agency fees have been collected.
2. The Employer shall furnish the Union, 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 remittance of all dues and agency fee deductions, payable to the Union, shall accompany the listing. The amount collected from each pay will be set at a level such that by the final pay period for that semester, the Employee will have paid the full amount for that semester. The Employer shall not be responsible for collecting funds for more than the current semester.

D. Indemnification

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

Article V UNION RIGHTS

- A. The Union may schedule meetings on campus. Requests for such space shall be made through standard University procedures.

- B.** The Union may contract for University services, duplicating, printing, audio-visual, photographic, and computer and food services and other such services as may be contracted for by other campus organizations.
- C.** The Union shall have the right to post notices in every department that has unit members. The Union shall also have the exclusive right to post notices in mutually agreed-to public places on the main campus and the extension centers.
- D.** The Union shall be afforded reasonable use of University campus mail services.
- E.** The Employer shall provide a working internet link to this Agreement and to the Union's website on the University's website.
- F.** Union representatives may use University email and telephones, if available, for Union business. A Union officer may request a photocopy account in his or her academic unit to make occasional small numbers of copies for purposes of contract administration.
- G.** Meetings related to contract administration shall be scheduled at mutually agreed upon times.
- H.** Once a semester, within 30 days of the beginning of class, the Employer will provide to the Union, at no cost to the Union, a report of all known current bargaining unit members employed by the University. The report shall include the following data elements in an electronic format (if available): Employee name, ID number, compensation, FTE, employee class code, appointing department or unit and code (if any), current hire date, personnel date, job begin date, job end date, University email address, home address, and home telephone number, if available. For individuals employed through Educational Outreach, no appointing department or college will be identified, but the Employer will provide the labor organization codes and a table defining the relationship between the organization codes and the academic programs.

**Article VI
EMPLOYER RIGHTS**

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

4. to determine its organizational and business structure;
5. to determine whether to transfer or discontinue work, or to contract classroom instruction not performed on the main or satellite WSU campuses;
6. to determine the necessity for work by Employees;
7. to discipline, suspend, or discharge Employees for just cause;
8. to determine the duration of employment as set forth in the Employee's most recent letter of offer;
9. to engage in normal and customary supervision;
10. to determine materials and equipment to be used by Employees and the method and means by which work shall be performed and services provided; and
11. to have any work performed at any other location.

B. It is further expressly agreed that the Employer retains sole and exclusive control over all matters pertaining to the selection and direction of Employees, including, by way of illustration but not by way of limitation, the right:

1. to hire, select, assign, promote, or transfer Employees, both in person and in job title, and except that in no case shall employees or job titles be reclassified for the sole purpose of exclusion from the bargaining unit;
2. to determine the number and qualifications of Employees;
3. to adopt and enforce rules and regulations, including rules and regulations covering smoking by Employees and other health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities;
4. to determine quality and performance standards for teaching;
5. to determine job duties and responsibilities;
6. to create new job classifications and modify existing job classifications;
7. to determine class size;
8. to determine all academic policies, procedures, rules and regulations;
9. to determine course curriculum and content; and

10. to perform all other functions inherent in the administration, management and control of the University.

C. Nothing contained in the description of Employer rights set forth in A and B waives the Union's right to collectively bargain mandatory subjects of bargaining.

Article VII EMPLOYEE RIGHTS

A. Personnel Records

An employee will be permitted to review records pertaining exclusively to his/her employment and maintained in a personnel file by a department, college, or the Employment Services Office, as permitted by law. The Employee must make such a request in writing to the Associate Vice President for Academic Personnel, who will arrange for the review. A representative of the Union may, at the Employee's request, accompany the Employee while he or she reviews his or her personnel file.

B. Texts

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

C. Office Space and Access

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

D. Supplies/Equipment

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

E. Classroom Facilities and Support

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

F. Mailboxes

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

G. Library Privileges

Employees will be afforded extended borrowing privileges and will be permitted to check out circulating library materials from the date of checkout to the end of the current semester. Employees shall have inter-library loan privileges in accordance with normal library procedures through the circulation desk. They may also request materials needed for their courses be placed on reserve for the term. Employees will need to request these privileges from the circulation desk attendant in accordance with normal library procedures. Employees may submit a request for library acquisitions through the normal procedures in the department and/or college.

Article VIII EMPLOYEE DUTIES

Determination and Assignment of Duties

- A.** The department, college or school, in conjunction with the represented Employee's supervising staff member, shall determine the required duties of the Employee. Specific assignments will be determined relative to the needs of the hiring department, college or school and the programs it delivers or plans to deliver.
- B.** The duties required of the Employee are listed in the Employee's letter of offer and in the Undergraduate Bulletin in the section on Obligations of Faculty and Students to the Instructional Process. The Undergraduate Bulletin is available on the University's website. The current version of this section is included in Appendix A.

Article IX ACADEMIC FREEDOM

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

Article X
PROFESSIONAL DEVELOPMENT

- A.** The University recognizes that access to professional development activities is important for the Employee and strengthens the University. Therefore, unless prohibited by the AAUP-AFT contract:
1. The University agrees to provide adjuncts with equal access to University-sponsored professional development workshops or seminars.
 2. All Employees shall be eligible to apply for grants or other funds that the University offers or that private companies or individuals offer through the University that have no restriction placed on them.
- B.** Part-Time Faculty Professional Development Funds
1. Effective September 1, 2008, the Employer shall establish a Part-Time Faculty Professional Development Fund. The annual level of funding will be \$25,000.
 2. The method of allocating these funds will be determined by agreement between the Provost or his or her designee and the Union.
 3. Current Practice: any policies or practices for the granting or dispersal of funds for travel support and other professional development opportunities to Employees that are currently in place by academic units shall remain in place, unless superseded by another part of this Agreement.
 4. Nothing in this Article shall prevent the Employer from granting additional professional development and/or educational opportunities to Employees outside those described in this Article.

Article XI
CONFLICT OF COMMITMENT

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

Article XII
HEALTH AND SAFETY

- A.** The Employer recognizes its obligation to promote a safe and healthful working environment in compliance with OSHA and MIOSHA standards.
- B.** Should an Employee become aware of a condition that endangers his or her health and safety, the Employee shall promptly report the condition to his or her supervisor. Upon receipt of

- C. Employees shall perform their duties in a safe manner, using all health and safety equipment provided by the Employer. Failure to use such equipment may be grounds for disciplinary action. The Employer shall provide information about procedures to be followed in the event of an emergency, and how to request first aid information and supplies or equipment when needed.

Article XIII POSTING

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

K. The above process may not apply in emergency situations.

**Article XIV
APPOINTMENTS AND REAPPOINTMENTS**

A. Appointments

1. All appointments are non-tenure-track.
2. Initial hiring of Part-Time Faculty for positions relying on hiring pools will be from the pools developed by each unit and based on the qualifications of the individual candidate and his/her suitability for the positions that are open.
3. PTF 1 shall normally hold terms of appointment of one semester.
4. The specific job assignment will be provided in a letter of offer and will include the salary and the period of time for the work to be performed.
5. Part-Time Faculty in a pool do not need to reapply in a subsequent semester in order to be considered for reappointment.
6. Units will notify at least 70% of Employees of reappointment, reduced appointment, or non-reappointment by April 30 for the following fall, December 5 for the following winter, and April 1 for the following spring/summer semester. If such a notification is rejected by an Employee, the unit has no obligation to notify additional Employees.

B. Part-Time Faculty 2 & 3

1. Part-Time Faculty who have been employed to teach courses within a pool for six semesters out of seven academic years (including the Spring-Summer semester) and have been favorably evaluated (see Article XV) shall be appointed as Part-Time Faculty 2.
 - a. Evaluation shall take place in the first semester of employment following the relevant sixth semester with the PTF 2 position effective no later than the first day of employment following the evaluation. Where the evaluation is unfavorable, the candidate may not be reevaluated for three years. If s/he is not favorably evaluated then, the unit will not give the candidate another contract to teach.
 - b. Where a PTF 2 has regularly taught two or more semesters (per three-semester academic year), he/she will be given a multi-semester appointment at the same level of employment as in the previous academic year except when prevented by the following:

- i. Elimination or downsizing of a department or program, a decrease in courses due to changes in General Education Curriculum or in major or minor programs, or a reduction in the number of courses or sections offered in the applicable semester.
 - ii. Creation of new full-time or graduate teaching assistant positions that absorb existing courses taught by Part-Time Faculty.
 - iii. Reassignment of a course or courses to a full-time faculty employee or a graduate teaching assistant.
 - iv. Cancellation of a course(s) due to under-enrollment.
 - v. Poor performance by the Part-Time Faculty Member, as evidenced by student evaluations, classroom observation(s), documented failure to meet the standards of the unit, or the faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article XV. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
 - vi. Other *bona fide* and relevant academic, fiscal, or programmatic reasons.
2. Part-Time Faculty 2 who have been employed to teach courses within a pool for an additional six semesters out of seven academic years (including the Spring-Summer semester), who have taught at the University in at least six academic years, and have been favorably evaluated (see Article XV) shall be appointed as Part-Time Faculty 3. Where the evaluation is unfavorable, the candidate may not be reevaluated for three years. If s/he is not favorably evaluated then, the unit will not give the candidate another contract to teach.
- a. Evaluation shall take place in the first semester of employment following the relevant sixth semester with the PTF 3 position effective no later than the first day of employment following the evaluation.
 - b. Where a PTF 3 has regularly taught two or more semesters (per three-semester academic year), he/she will be given a two-year appointment at the same level of employment as in previous academic years except when prevented by the following:
 - i. Elimination or downsizing of a department or program, a decrease in courses due to changes in General Education Curriculum or in major or minor programs, or a reduction in the number of courses or sections offered in the applicable semester.
 - ii. Creation of new full-time or graduate teaching assistant positions that absorb existing courses taught by Part-Time Faculty.
 - iii. Reassignment of a course or courses to a full-time faculty employee or a graduate teaching assistant.
 - iv. Cancellation of a course(s) due to under-enrollment.
 - v. Poor performance by the Part-Time Faculty Member, as evidenced by student evaluations, classroom observation(s), documented failure to meet the standards of the unit, or the faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article XV. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
 - vi. Other *bona fide* and relevant academic, fiscal, or programmatic reasons.

3. As long as PTF 2 & 3 are available to perform the duties that they have previously regularly performed, and there is no reduction of available work within the pool, they will be reappointed at that same level of employment as in the previous academic years except in the following circumstances:
 - a. Elimination or downsizing of a department or program, a decrease in courses due to changes in General Education Curriculum or in major or minor programs, or a reduction in the number of courses or sections offered in the applicable semester.
 - b. Creation of new full-time or graduate teaching assistant positions that absorb existing courses taught by part time faculty.
 - c. Reassignment of a course or courses to a full-time faculty employee or a graduate teaching assistant.
 - d. Cancellation of a course(s) due to under-enrollment.
 - e. Poor performance by the Part-Time Faculty Member, as evidenced by student evaluations, classroom observation(s), documented failure to meet the standards of the unit, or the faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article XV. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
 - f. Other *bona fide* and relevant academic, fiscal, or programmatic reasons.

C. Reduction of Work of PTF 2 & 3

1. Reduction of work. Where the following circumstances apply, PTF 2 & 3 may be reappointed at a lower level of employment or not reappointed:
 - a. Elimination or downsizing of a department or program, a decrease in courses due to changes in General Education Curriculum or in major or minor programs, or a reduction in the number of courses or sections offered in the applicable semester.
 - b. Creation of new full time or graduate teaching assistant positions that absorb existing courses taught by part time faculty.
 - c. Reassignment of a course or courses to a full-time faculty employee or a graduate teaching assistant.
 - d. Cancellation of a course(s) due to under-enrollment.

- e. Poor performance by the Part-Time Faculty Member, as evidenced by student evaluations, classroom observation(s), documented failure to meet the standards of the unit, or the faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article XV. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
 - f. Other *bona fide* and relevant academic, fiscal, or programmatic reasons.
2. Course Cancellation. In the specific instance of a course assigned to an Employee being cancelled, the following shall apply:
- a. A PTF 3 assigned to a course that has been cancelled or reassigned to a full-time faculty member or a graduate teaching assistant at least one week prior to the start of classes shall be offered reassignment to a class assigned to a PTF 1, if any, and the workload of the affected PTF 1 shall be reduced.
 - b. If there are no PTF 1 in the pool, the PTF 3 shall be offered reassignment to a class (same credits) assigned to a PTF 2, if any, and the workload of the affected PTF 2 shall be reduced.
 - c. If there are no PTF 1 or 2 in the pool, the Employer shall reasonably consider appointing the affected PTF 3 to another course that s/he is qualified to teach.
 - d. If there is no offer of appointment in another pool, the workload of the affected PTF 3 may be reduced.
 - e. If a course assigned to a PTF 2 is cancelled or reassigned to a full-time faculty member or a graduate teaching assistant at least one week prior to the start of classes, the above procedure shall be followed, but with PTF 2 displacing PTF 1 only.
 - f. If a course assigned to a PTF 1 is cancelled or reassigned to a full-time faculty member or a graduate teaching assistant at least one week prior to the start of classes, the workload of the affected PTF 1 shall be reduced.
 - g. In all cases of course cancellation listed above, the affected Employee shall be contacted by the unit and be given at least 48 hours in which to indicate his or her availability for other assignments. The unit shall then offer reassignment (as available) and he or she shall have at least 24 hours in which to accept the assignment.
 - h. If a course assigned to any Part-Time Faculty Member is cancelled or reassigned to a full-time faculty member or graduate teaching assistant less than one week prior to the start of classes, the workload of the affected Part-Time Faculty Member may be reduced.

- i. If a Part-Time Faculty Member who has accepted an assignment notifies a unit that she or he is rejecting the assignment less than four business days before the start of classes, he or she shall be ineligible to displace other Employees as provided in this section for one year.

3. Compensation for Course Cancellation

- a. If a class is cancelled or reassigned after the first day of class, the Employee will be provided severance pay equal to 25% of the salary that would have otherwise been earned.
- b. If a class is cancelled or reassigned within one week of the beginning of the semester but before the first day of class, and a replacement assignment is not available, the Employer will provide PTF 2 & 3 severance pay equal to 15% of the salary that would have otherwise been earned.
- c. If a class is cancelled or reassigned within two weeks of the beginning of the semester but before the first day of class, and a replacement assignment is not available, the employer will provide PTF 3 severance pay equal to 15% of the salary that would have otherwise been earned.
- d. Employees informed of reduced employment prior to April 30 for the subsequent fall semester and prior to December 5 for the subsequent winter semester and prior to April 1 for the following Spring/Summer semester shall receive no compensation.

4. Notice of Reduction in Workload

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

“Employees whose appointments have been reduced or who have not been reappointed may visit and use libraries with regular borrowing privileges and shall have full use of the University email system.”

D. If new work is available within a pool, the unit shall offer assignments in the following order:

1. To PTF 3 whose workload has previously been reduced within the past three academic years and who have not asked to be removed from a pool—up to the level of employment of the PTF 3 before the reduction;
2. To PTF 2 whose workload has previously been reduced within the past three academic years and who have not asked to be removed from a pool—up to the level of employment of the PTF 2 before the reduction;

3. To other PTF whose workload has previously been reduced within the past three academic years and who have not asked to be removed from a pool—up to the level of employment of the PTF before the reduction;
4. To other persons. In assigning work to other persons, PTF 3 will be given first consideration for available appointments to teach courses in that pool before other candidates. PTF 2 will thereafter be given first consideration for available appointments to teach courses in that pool before other candidates. These PTF will be reviewed based on past performance including student evaluations, teaching evaluations by the department/unit, and other criteria to make sure that they meet the standards of the department.

Within each tier, offers of assignment shall be made to the best-qualified candidates according to the appropriate criteria. Only if no PTF 2 or 3 meet these requirements will other candidates be considered.

- E.** Except as specified in this Agreement, the Employer has no obligation, financial or otherwise, to a faculty member whose workload has been reduced pursuant to this subsection.
- F.** The Employer reserves the right to deviate from these procedures in order to appoint individuals with exceptional qualifications no more than five times per year during the life of this Agreement.

G. Grandparenting

1. No Part-Time Faculty Member shall suffer any loss of regular salary, restriction of current employment or loss of status due to any provision in this Agreement.
2. All part-time faculty who have been employed at Wayne State University prior to the ratification of this Agreement and have taught courses within a pool for six semesters out of the last seven academic years (including the Spring-Summer semester) may be evaluated for PTF 2 promotion by the unit in the first semester that they teach after ratification of this Agreement. Upon passing evaluation, the Employee will immediately be awarded PTF 2 status. If the unit does not conduct such an evaluation in the first semester but offers subsequent employment to such an Employee, the offer of employment itself will demonstrate the hiring unit's satisfaction with the Employee's performance and PTF 2 status shall be automatically awarded.
3. The semester following appointment to PTF 2 status, PTF 2 who have been employed at Wayne State University for 12 or more semesters and in at least six academic years may be evaluated for PTF 3 promotion. Upon passing evaluation, the Employee will immediately be awarded PTF 3 status. If the unit does not conduct such an evaluation that semester but offers subsequent employment to such an Employee, the offer of employment itself will demonstrate the hiring unit's satisfaction with the Employee's performance and PTF 3 status shall be automatically awarded.

Article XV
PERFORMANCE EVALUATION

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

- A.** Each department will establish its own written guidelines regarding such evaluations. Guidelines must be in accordance with the general rules established in this Agreement.
- B.** Any evaluation will be based on student evaluations, other evidence of teaching performance (such as course materials), and optional visitations (with reasonable advance notification) from the Chair (or equivalent) or designee within the department/school/college. Student evaluations cannot be used as evidence of teaching deficiencies in isolation; concerns raised by student evaluations must be further substantiated by other evidence of the part-time faculty member's teaching performance.
- C.** Other professional activities, such as publications, may be counted in the favor of the part-time faculty member in the evaluation process. However, since part-time faculty are employed as instructors, the quality of their teaching is the paramount concern in the evaluation process, and the absence of other professional activities cannot be used as evidence against the Part-Time Faculty Member.
- D.** By a date announced at least 10 business days in advance, each part-time faculty member will provide an updated C.V. and any other materials (for example, syllabi, course materials, and relevant publications) that they wish to have included in any evaluation.
- E.** A copy of the evaluation shall be provided to the Employee, with an additional copy placed in the Employee's personnel file.

Article XVI
SALARY

- A.** Every Employee will receive an increase across the board of 2% effective for appointments signed for the fall term 2008.
- B.** Every Employee shall receive an additional increase of \$75 per credit hour effective Fall term 2008. For Part-Time Faculty who are not compensated by credit hours, where there is a previously-established contact hour-credit hour formula, that formula shall be applied to the \$75 increase. For Part-Time Faculty who are not compensated by credit hours taught and where there is no previously-established contact hour - credit hour formula, at the Union's request, the parties shall bargain over the implementation of a pro-rata amount of the \$75 increase.

C. Starting fall term 2008 the following minimum salaries per credit hour shall apply:

	2008-2009
PTF 1	\$700
PTF 2	\$850
PTF 3	\$1,000

(Any salary that after the 2% and \$75 increases remains below the minimums shall be further increased to the minimum.)

D. An additional 2.5% across the board salary increase shall take effect in the Fall term of each subsequent year covered by this Agreement starting with Fall semester 2009. This across the board salary increase shall apply to individual salaries, salaries listed in the PTF salary scale (see Appendix B) and the minimums listed above.

E. In the event the Employer proposes to make any substantial change to practices and policies regarding workload, the Employer will provide reasonable notice of the intent to make the changes, and upon request, will engage in negotiations with the Union regarding the matter.

**Article XVII
DISCIPLINE AND DISCHARGE**

A. The Employer shall not discipline or terminate any Employee without just cause during the term of his or her appointment.

B. Discipline for Unsatisfactory Performance or Serious Misconduct

1. Before the Employer delivers a warning or reprimand that will be recorded in the Employee's personnel file, the Employer must invite the Employee to meet in a private setting.
2. In cases of unsatisfactory employment performance or where misconduct is not serious, the Employee will be provided with no less than one written warning prior to discipline or termination.
3. The parties to this Agreement understand that cases of serious misconduct may warrant discipline or termination without a prior written warning.

**Article XVIII
DISCONTINUANCE OF PROGRAMS**

A. In the event of the discontinuance of an academic program, the Employer will provide one semester's advance public notice.

- B.** Upon the request of an Employee affected by the discontinuance of the program, the Employee shall be added to any appropriate Part-Time Faculty pool(s), if the Employee has the qualifications required for employment in those pools. The request shall be filed with the unit head(s) responsible for those pools.

**Article XIX
SPECIAL CONFERENCES**

A. Arrangement

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

B. Scheduling

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

**Article XX
GRIEVANCE PROCEDURE AND ARBITRATION**

A. Definition

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

B. Union-Employer Relationship

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

C. Representation

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

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

D. Group Grievances

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

E. General Provisions

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

Step One. An Employee or group of Employees shall meet to discuss the grievance with his or her immediate supervisor within 20 business days of having knowledge of the facts giving rise to the grievance. The Employee must specifically indicate that the meeting is a Step One attempt to resolve a grievance. In the event that the meeting cannot be scheduled because of the unavailability of the immediate supervisor, the grievance shall be advanced to Step Two. At the Employee's option, a Union Representative may be present at such a discussion. If a Union representative is going to be present, an additional Employer representative may also be present. Any written communication between the Employee and supervisor documenting the date and time the meeting took place and referencing the meeting as a Step One meeting will be considered evidence of a Step One meeting. If the grievance is not resolved satisfactorily to the employee or the Union within 10 business days of the meeting the Union may appeal the grievance to Step Two.

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

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

F. Arbitration

1. A grievance that is not resolved at Step Three may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the Associate Vice President for Academic Personnel within 15 business days following receipt by the Union of the Step Three answer. Such notice shall identify the grievance, set forth the provisions of the Agreement involved and the remedy desired.
2. Following the written notice to the Associate Vice President for Academic Personnel, the Employer and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five business days of the written notice, the Union, within the next 10 business days only, may request the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) to administer the process of selecting an arbitrator. The arbitrator shall not be an employee of the Employer or of the Union, nor be a member of the American Federation of Teachers (AFT).
3. Either the Employer or the Union or both shall notify the Arbitrator of selection and upon acceptance shall forward to the Arbitrator a copy of the grievance, the Employer's answer at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication (except the copy of the Agreement) shall be sent to either the Employer or the Union, as the case may be. If the Arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.

4. Upon receipt of this communication, the Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision.
5. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
6. Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator with the Employer and the Union having an opportunity to purchase their own copies. The party requesting the transcript shall bear the cost of the Arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
7. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
8. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.
9. The standard of evidence in misconduct cases shall be the civil standard of a preponderance of the evidence.
10. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
11. The fees and expenses of the Arbitrator shall be split between the Employer and the Union. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative.
12. The Arbitrator shall render the decision in writing within 30 calendar days following the hearing.
13. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.
14. The provisions of this Section do not prohibit the Employer and the Union from mutually agreeing to expedite arbitration of a given grievance or grievances.

G. Time Limits on Appeals

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

H. Post-Grievance Employer-Employee Relationship

Written grievance settlements by the Associate Vice President for Academic Personnel and by the Chief Grievance Officer of the Union are precedent setting unless expressly stated otherwise.

Article XXI SCOPE OF AGREEMENT

- A.** This Agreement represents the entire agreement between the Employer and the Union. This Agreement supersedes and cancels all previous agreements prior to the date of ratification, oral or written, or based on an alleged past Employer practice either established by the Employer or between the Employer, the Union, or Employees and constitutes the entire agreement between the parties. Any agreement(s) that supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

- B.** No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms or conditions contained herein shall be binding upon the parties hereto unless made and executed in writing between the Employer and the Union.
- C.** The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, or omitted hereby, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D.** Any agreement reached between the Employer and the Union is binding upon all Employees in the bargaining unit who are affected by such agreement and may not be changed by any individual Employee.
- E.** Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Union shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

Article XXII DURATION

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

Article XXIII
PRINTING AND DISTRIBUTION OF THE AGREEMENT

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

Benefits Letter

April 29, 2006

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

Dear Mr. Anderson:


On ratification of the collective bargaining agreement between Wayne State University and the AFT Local 477, AFL-CIO the Provost will establish, with the concurrence of the Union, a 2N committee to explore possible benefits for the members of the bargaining unit. The 2N committee will be made up of N members appointed by the Provost and N members appointed by the Union. The committee will be staffed by the Provost's Office. The committee will be charged with the specific task of exploring possible benefits for the bargaining unit members. The committee will report to the Provost and the Union on its findings within one calendar year after appointment. The findings of the committee are not binding, but advisory to the University and the Union.

Sincerely yours,

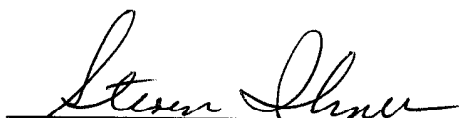
John P. Oliver
Chief Negotiator
Wayne State University

Signatories of Agreement

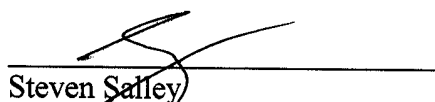
Negotiating Committee


John Oliver
Chief Negotiator


Stephen Calkins

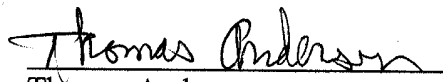

Steven Ilmer


Alexander Matish*

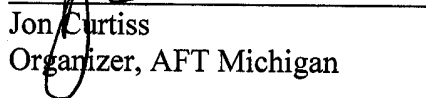

Steven Salley

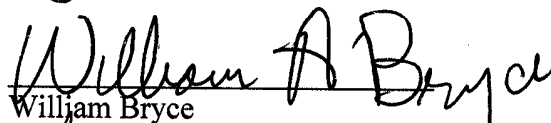

Margaret E. Winters

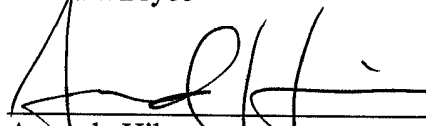
Negotiating Committee

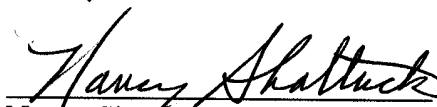

Thomas Anderson
Chief Negotiator

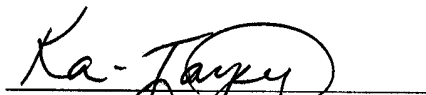

Alyssa Picard
Field Representative, AFT Michigan

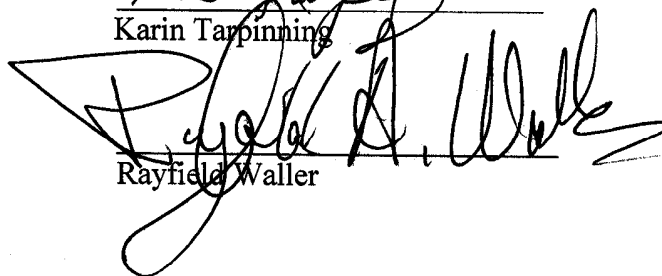

Jon Curtiss
Organizer, AFT Michigan


William Bryce


Amanda Hiber


Nancy Shattuck


Karin Tappin


Rayfield Waller

* Ms. Matish left University employment (to accept another position) shortly before this Agreement was ratified.

Appendix A: Excerpt from the 2007-2009 WSU Undergraduate Bulletin (pp. 36-37)

Obligations of Faculty and Students to the Instructional Process

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

Responsibilities of Faculty Members

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

11. To follow these policies concerning written work and grades:
 - a) grade and return written work promptly;
 - b) submit final grades by the scheduled time;
 - c) retain written materials not returned within the semester (e.g., final examinations, major term papers) for one academic semester in accordance with unit policy and allow students to examine such materials;
12. To implement unit procedures for student evaluation of faculty teaching, with attention preserving student anonymity;
13. To behave appropriately in dealing with students so as to maintain a scholarly atmosphere.

Appendix B: Salary Schedule

**Table 1
Part-Time Salary Schedule for AY 2008-09**

Part -Time Salary Schedule 2000-2001	2%	\$75/CrHr	Part-Time Salary Schedule for AY 2008-09*
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LEVEL	\$/CrHr			
A	582	593.64	668.64	700
B	641	653.82	728.82	729
C	699	712.98	787.98	788
D	757	772.14	847.14	847
E	816	832.32	907.32	907
F	874	891.48	966.48	966
G	931	949.62	1024.62	1025
H	991	1010.82	1085.82	1086
I	1,048	1068.96	1143.96	1144
J	1,108	1130.16	1205.16	1205
K	1,165	1188.30	1263.30	1263
L	1,223	1247.46	1322.46	1322
M	1,282	1307.64	1382.64	1383
N	1,340	1366.80	1441.80	1442
O	1,398	1425.96	1500.96	1501

%
FTE/CrHr 6.125%

* Note that the contract only provides minima for PTF 1, 2 and 3. Actual salaries may deviate from the values listed in the table but must conform to the contract for PTF members employed prior to Fall 2008. New PTF must be paid at least the minimum salary indicated for PTF 1's, but may be paid more depending on qualifications.

**Table 2
Minimum Salary Levels**

Minimum Salary Levels*	AY 2008-09	AY 2009-10	AY 2010-11	AY 2011-12
PTF 1	\$700	\$718	\$735	\$753
PTF 2	\$850	\$871	\$893	\$915
PTF 3	\$1,000	\$1,025	\$1,051	\$1,077

* Minimum salary levels increase by 2.5% annually for the duration of the contract.

November 18, 2008

Wayne State University and the Union of Part-Time Faculty agree as follows:

Where, as part of a performance evaluation process for a PTF member eligible, with a favorable evaluation, for appointment as a PTF 2 (or PTF 3), and:

(a) the University has made reasonable requests for information (reasonable in scope and timing), and

(b) the University has made reasonable efforts to communicate its requests to the individual; and

(c) the individual has failed to submit any current information; then

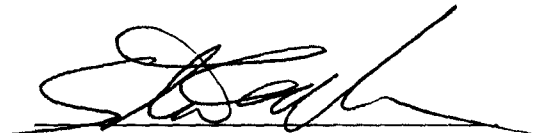
the University may elect, with notice to the individual and to the Union, to postpone its evaluation to the next semester in which the individual teaches—and, any provision in the contract notwithstanding, the individual shall not be awarded the higher PTF status that would have resulted from a favorable evaluation. In particular cases, the Union may object, within three business days, to the reasonableness of the request and/or of the efforts to communicate, in which event the University shall not postpone its evaluation.

This agreement shall remain in effect for the length of the contract, provided however that either side may end it at any time on thirty days notice.



Thomas Anderson

Union of Part-Time Faculty, AFT Local 477, AFL-CIO



Stephen Calkins
Wayne State University