

Collective Bargaining Agreement  
between

WAYNE STATE  
UNIVERSITY

and

**The Graduate Employees' Organizing Committee-  
American Federation of Teachers**

March 1, 2009 – February 29, 2012

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## **ARTICLE I: DEFINITIONS**

### **A. GEOC**

The Graduate Employees' Organizing Committee, the union of graduate Employees on campus and party to this agreement, shall hereafter be known as "GEOC."

### **B. Union**

By "Union" this agreement shall refer to the GEOC.

### **C. University**

By "University" this agreement shall refer to Wayne State University.

### **D. Employee**

By "Employee" the agreement shall refer to any member of the bargaining unit covered under the terms of this agreement.

### **E. Employer**

By "Employer" this agreement shall refer to Wayne State University.

### **F. Change In Job Titles**

It is understood that represented graduate Employees shall not find their job titles changed by the University without the express consent of the GEOC.

### **G. Day**

By "day" this agreement shall refer to one calendar day, unless otherwise noted.

### **H. Year**

Except where otherwise stipulated in this agreement, the term "year" shall be taken to mean one calendar year.

### **I. Department**

By "department" this agreement shall refer to any administrative/organizational unit, including organizational entities referred to as academic departments, non-departmentalized schools, centers, institutes, laboratories, consortia, clinics, facilities, studies or others designated by the Employer which directly employs Graduate Teaching Assistants or Graduate Student Assistants.

## **J. Semester**

By “semester” this agreement shall refer to any term of the academic year during which courses are offered at Wayne State University.

## **K. In Good Standing**

The term “in good standing” means maintaining satisfactory academic standing in a Wayne State University graduate degree program and shall be defined by the Graduate School and the enrolled department, program, and/or other academic unit. Employees hired outside their enrolled program will be required to meet the definitions of satisfactory academic standing of the Graduate School and the enrolled program. The application of these definitions shall be consistent for all GTAs and GSAs.

## **ARTICLE II: UNION RECOGNITION**

Wayne State University recognizes the Graduate Employees Organizing Committee (GEOC)/American Federation of Teachers as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the Employees in the following classifications:

All Graduate Teaching Assistants who are employed to teach undergraduate level courses or related laboratories or discussion sections; but excluding Graduate Research Assistants, Graduate Teaching Assistants appointed on State or Federal Training Grants, all Graduate Teaching Assistants who are not employed to teach, and all sports coaches, debate coaches who do not teach, counselors, supervisors, confidential employees and all other employees. To be eligible for inclusion in the bargaining unit, the Graduate Teaching Assistant must be a student in good standing in a Wayne State University graduate degree program, as defined by the University. For purposes of this definition, a graduate teaching assistant who is assigned to be a grader for a specific course or related laboratory or discussion section shall be deemed to have been assigned to that course or laboratory or discussion section.

Graduate Student Assistants who are students in good standing in a Wayne State University graduate degree program, as defined by the University, and who are assigned to general research, administrative or scholarly duties for the primary benefit of the University or a granting agency and under the supervision of a University faculty member or administrator, but not including work whose product is reasonably expected to be used among other purposes for the Graduate Student Assistant’s dissertation, thesis, essay, or independent or directed study, or other work performed for the primary benefit of the Graduate Student Assistant’s research, scholarly or educational program.

Should the Union choose to perform a job classification analysis of graduate students who may be doing work performed by GTAs and GSAs, but who do not hold the job title of GTA or GSA, the University shall provide information requested under FOIA and/or PERA according to the timeframes outlined in FOIA.

## **ARTICLE III: GRIEVANCE/ARBITRATION PROCEDURES**

### **A. Definition**

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

### **B. Representation**

A Union Representative may represent an aggrieved Employee(s) as provided in Section E. The Union will provide the Employer with the names, email addresses and telephone numbers of the Representatives designated for that purpose and shall report any changes to the Employer. In addition, the Union shall provide the Employer with the names, email addresses and telephone numbers of its officials and Grievance Committee and any changes therein.

### **C. Group Grievances**

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 on behalf of named and all similarly-situated employees.

1. Intra-departmental

If the aggrieved Employees in the group are within the same department or unit, the Grievance shall be filed by the Union at Step One of the Grievance Procedure (see Section E below).

2. Multi-departmental

If the aggrieved Employees in the group are from more than one department or unit, the grievance shall be filed by the Union at Step Three of the Grievance Procedure (see Section E below).

### **D. Procedure for Disputes over Employee Classification**

1. In the event that the Union and the Employer do not agree as to whether an Employee has been properly classified and the Employee's classification would be determinative of whether the Employee is a member of the bargaining unit, either the Union or the Employer may require the convening of a special conference to discuss this matter.
2. Should the special conference fail to achieve resolution on the matter, either the Employee or the Employer may request that a determination as to the Employee's appropriate classification be made by the Wayne State University Classification and Compensation Division.

3. The determinations made by special conference and Classification and Compensation shall be binding as to the status of that Employee for so long as that Employee continues in the same position, but shall be non-precedential with respect to other Employees. Such determinations shall be subject to grievance.
4. If the matter remains unresolved, grievance procedures may be initiated at Step III under Article III of this Agreement.

#### **E. Grievance Procedure, General Provisions:**

The following procedure shall be the sole and exclusive means for resolving grievances.

**STEP ONE:** An Employee or one designated member of a group of Employees, having a grievance in connection with his/her employment must take the matter up with the immediate supervisor within 20 business days following reasonable knowledge of the facts giving rise to the grievance. The immediate supervisor shall respond to the Employee's request within 14 business days of a full presentation of the disagreement. At the Employee's option, a Union Representative may be present at such a discussion. In the event that the meeting cannot be scheduled because of the unavailability of the immediate supervisor or in the event that the supervisor does not respond to the Employee within the aforementioned time period, the Union may proceed to Step Two.

**STEP TWO:** If the matter is not resolved at Step One, a formal grievance shall be submitted in writing to the Department Chairperson (or equivalent level of supervisor or designee) within 15 business days of the Step One meeting. The written grievance must set forth the basis of the grievance with reasonable particularity, including a designation of the Article(s) of the Agreement relied upon and the remedy requested. Within 10 business days of receipt of the grievance, the Department Chairperson shall conduct a meeting between the aggrieved employee(s) and the relevant supervisor(s) at a mutually agreeable time. The Department Chairperson shall provide the GEOC and grievant(s) a written response to the grievance within 15 business days of the meeting. If the Department Chairperson fails to respond within 15 business days, the grievance shall be remanded to Step Three at the Union's option.

**STEP THREE:** If the matter is still unresolved, the grievance shall be appealed by the Union's Grievance Committee to the designee of the Associate Vice President for Academic Personnel within 15 business days of the Step Two answer. The Associate Vice President for Academic Personnel shall conduct, within the next 15 business days and at a mutually convenient time and place, a meeting for discussion of the grievance between the grievant, up to three Union-appointed representatives and the Associate Vice President for Academic Personnel and, at his/her discretion, up to three additional University representatives. Additional representatives of the parties may participate by mutual agreement. A written answer shall be given by the Associate Vice President of Academic Personnel to the grievant within 15 business days of the meeting.

## **F. Impartial Arbitration**

A grievance, as defined in Section A, which 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 of Academic Personnel within 21 business days following receipt by the Union of the Step Three answer. Such notice shall identify the grievance, set forth the provision(s) of the Agreement involved and the remedy desired.

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).

1. 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 a 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.
2. Upon receipt of this communication, the Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision.
3. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
4. 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 copy. 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.
5. 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.
6. 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.
7. The standard of evidence in misconduct cases shall be the civil standard of a preponderance of the evidence.
8. 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.
9. 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.

10. The Arbitrator shall render the decision in writing within 22 business days following the hearing.
11. 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.
12. 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, however, 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 Chairperson (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**

When the Employer schedules a meeting in accordance with the provisions of this Article, attendance at such a meeting by the employee or Union Representative shall not adversely affect their employment relationship.

**Grievance settlements are not precedent setting unless expressly approved as such, in writing, by the Office of General Counsel, and by the President of the Union, or designee.**

## **ARTICLE IV: LAYOFF AND REASSIGNMENT**

### **A. Definition**

The term 'Layoff' shall refer to any situation in which an Employee's appointment is terminated due to lack of work (including class cancellation) or funding for the Employee's position (or multiple positions as determined by the Department Chair).

### **B. Class Cancellation and Procedures for Reassignment**

In the event that an assigned class has been cancelled due to inadequate course enrollment and all other appointment possibilities in the department have been exhausted, first priority will be given to finding the Graduate Employee another instructional assignment appropriate to the Employees' experience and expertise. If such an assignment is unavailable, the Employee will be offered a Graduate Student Assistant position. In such a case the salary, tuition waiver, and benefits for the specified period shall not be less than that specified in the original written job offer. If these Graduate Student Assistant duties are unacceptable for whatever reason, the Employee may, at his or her choice, forego the appointment. Employees who elect to forego an appointment to Graduate Student Assistant duties shall be provided two weeks pay in lieu of the appointment. An Employee who elects not to accept appointment as a Graduate Student Assistant must do so within one week of the date the appointment as a Graduate Student Assistant is tendered.

### **C. Notice of Layoff**

Employees shall be provided in writing two weeks' notice of layoff except in cases of emergency where advance notice is impossible, in which case Employees shall be provided with two weeks' pay in lieu of notice of layoff. The Employer will, whenever possible, give to the Employee in writing two weeks' notice of any position change. In cases where two weeks' notice is not possible, the notice will still be given in written form.

## **ARTICLE V: GRADUATE ASSISTANT RIGHTS**

### **A. Records**

At the request of an Employee, the Employee will be permitted to review records pertaining exclusively to his/her employment and maintained in a personnel file by a department or unit or by the Employment Services Office, as permitted by law.

### **B. Texts**

Departments will make reasonable arrangements for Employees to obtain texts required to teach any class free of charge to the Employees. Any instructional materials required by the department chair or designee for a course being taught by the Employee or required of students

taking the course, will be provided or made available at no cost to the Employee. Whenever practicable, these arrangements will be made in a reasonable amount of time for classroom preparation.

### **C. Office Space and Access**

A department or unit will provide a desk or work surface for an Employee as necessary for the fulfillment of the Employee's work obligations and ensure that all Employees receive relatively equitable desks or work surfaces in conformity with department resources. 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 his/her office and to the building containing that office. It is understood that the department chair or dean will determine office space and access in conformity with departmental resources. Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive University business correspondence and U.S. Mail. Whenever practicable, at least one receptacle shall be available for every Employee. No more than five Employees shall be required to share a mail receptacle.

### **D. Supplies/Equipment**

Adequate supplies, duplicating, collating, and other office machinery (e.g., photocopier, computers, printers, etc.) shall be made available by the employing department or unit without charge to an Employee to the extent required by his/her employment obligations. Such supplies and equipment shall be kept reasonably up to date and functional. Telephone access will be made available without charge for purposes directly related to the Employee's employment obligations in conformity with departmental resources.

### **E. Grades**

A current Employee who provided grading that resulted in 50% or more of a student's final grade will be given a copy of the student's final grade after it has been filed with the Department Chair. The grade may be provided by depositing the information, in a confidential manner, in a departmental mailbox to which the Employee has access. The Employee must keep the grade confidential in a manner that complies with the Federal Family Educational Rights and Privacy Act, and may not share the grade with anyone other than the student except as authorized by appropriate University authority. In the event that a grade change is requested by the student, the department chair shall consult with the Employee before making any grade changes.

### **F. Extended Library Borrowing 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 will need to request these privileges from the circulation desk attendant each time such materials are checked out.

## **G. Job Duties**

Employees shall have the right to make suggestions for improvements and to offer alternative views in courses in which they are employed. Appropriate technology, technological support, and training that are necessary for the performance of an Employee's duties, as determined by the Employer, will be provided at no cost to the Employee.

## **ARTICLE VI: UNION RIGHTS**

### **A. Union Meetings on Campus**

The Union will be permitted to schedule and hold meetings on campus, at no cost to the Union. Requests for such space shall be made through standard University procedures.

### **B. Employee Information**

Twice per semester (a semester being defined for these purposes as beginning with the first day of classes), the University will provide to the Union, at no cost to the Union, a report listing all known current Employees who are represented by the Union as of the date of the report. The first report will be issued on the second business day after the first pay of the semester. The second report will be issued ten business days after the start of the semester.

This report shall include the following elements, if available, in comma delimited format:

1. Employee name
2. Banner ID number
3. Annual salary
4. Appointment Classification Name
5. Appointment Department Name
6. Employee Email Address
7. Contract Begin Date
8. Contract End Date
9. Employee Campus Address
10. Employee Campus Phone
11. Employee Mailing Address
12. Employee Phone Number
13. Dues/Fees Deduction Status

The University will send the report via email as a file attachment to a message to an email address designated by the Union.

The Union shall retain all information in confidence and disclose that information only to those whose Union duties require them to have such information.

### **C. Bulletin Boards**

1. The University will provide the Union with bulletin boards for its exclusive use at no less than five mutually agreed-upon locations for the publishing of notices pertaining to GEOC affairs. The Union may post information and notices on any of the enumerated topics below:
  - a) The date, time, and location of all GEOC events.
  - b) Notices of upcoming elections of officers in labor organizations in which GEOC members are eligible to vote.
  - c) The results of all elections and popular votes in labor organizations in which GEOC members are eligible to vote.
  - d) Information pertaining to changes in the GEOC, AFT, and AFL-CIO constitutions and by-laws.
2. The Union and the University agree that in no case will the Union post libelous material about the University, its departments, or any Employee of the University.
3. In the event that a dispute arises concerning the appropriateness of material posted on a Union bulletin board, the President of the Union will be advised by a designated University official of the nature of the dispute and the notices will be removed until the parties meet at a Special Conference.
4. Any dispute arising as a result of posted material shall be addressed at a Special Conference (as per Articles XVIII of this contract) no more than seven days following the dispute. The parties will make every effort to resolve the dispute.

### **D. Union Use of the University Mail System**

The Union shall be permitted to distribute materials pertaining to Union business through the University mail system up to 24 times a semester, shall have reasonable access to the University electronic mail system, and shall be granted the same access to the departmental mailboxes available to departmental employees in the bargaining unit.

### **E. Contracting of Services**

The Union shall be permitted to contract for University duplicating, printing, audio-visual, photographic, and computer and food services and such other services as may be contracted for by other campus organizations.

### **F. Union Time at GTA Orientation**

The Employer shall provide the Union with at least two weeks' notice of any orientation to be held for new Employees by the Graduate School. Upon the Union's request, the Union will be afforded 20 minutes' time for speaking and distribution of information pertinent to Union Business at this orientation, and this will be a recommended session for the new Employees. The Employer will also provide space for the Union at the location of GTA Orientation during registration.

- G. The Employer will, by the end of the first full week of each term, send an e-mail to all department chairs and graduate directors generally summarizing the terms and conditions of this agreement and referencing the location of the agreement on the University web site.

## **ARTICLE VII: JOB SECURITY**

### **A. Duration of Employment**

It is understood that the minimum term of appointment for any graduate Employee is one semester.

### **B. Discipline for Unsatisfactory Performance or Serious Misconduct**

1. The Employer shall not discipline or terminate any non-probationary Employee without just cause during the term of their appointment.
2. The parties to this agreement understand that cases of serious misconduct may warrant discipline or termination without a prior written warning.
3. In cases of unsatisfactory employment performance, and where misconduct is not serious, the matter will be discussed with the Employee before any disciplinary action is taken.
4. The Employee will be provided with at least one written warning prior to other disciplinary action or termination.
5. Whenever possible, the Employer shall give the Employee advance notice of its intent to hold an investigatory interview (i.e., a formal interview where there is a significant chance that the interview will lead to disciplinary action). An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if the Employee requests one.
6. If the Employer determines that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction before further action is taken.

### **C. Written Summary of Termination Decision**

In the event that an Employee is terminated for unsatisfactory employment performance, including cases of misconduct, the Employee will be provided with a written notice of the termination. A copy of the termination notice, including a summary of the reasons for the termination, will be provided to the Employee and the Union within seven calendar days from the date of termination.

### **D. Challenges to Discipline and Termination Decisions**

1. The Union recognizes the University's right to carry out its management functions with regard to discipline and terminations subject only to those limitations as are enumerated in this contract.

2. Any non-probationary Employee who feels that he or she has been terminated or disciplined unfairly shall not in any case be barred from challenging the termination or disciplinary action through the channels provided in Article III of this Agreement, beginning at Step II of the Grievance Procedures.

#### **E. Work Rules**

1. It is understood that all graduate Employees will conduct themselves in a manner which is professional, courteous and which is conducive to a professional atmosphere in their departments and in the University. It is further understood that instances of serious misconduct, even when such instances are not explicitly covered in departmental work rules, may be cause for discipline.
2. In the event that a department chooses to promulgate work rules of any kind or if it decides to institute a change in its work rules, that department shall have the sole and express responsibility to communicate to every Employee what the work rules are, what standards of Employee conduct are in place, and what the penalties, if any, are for violations of work rules.
3. In no case and under no circumstances will any graduate Employee be disciplined in any way for a violation of work rules which have not been expressly promulgated to him or her.
4. Every department of the University shall provide to the Union, upon request, a written copy of its work rules at no cost.
5. Work rules inconsistent with this Agreement are subject to grievance challenges.

#### **F. Probationary Period**

1. There shall be no probationary period for Graduate Teaching Assistants.
2. The Probationary period, during which discipline, including termination, is not subject to grievance challenge, shall apply only to Graduate Student Assistants and shall begin with the first day of employment and end on that same date four months later. An Employee shall not serve more than one probationary period under this contract. Any Employee terminated during the probationary period, who nonetheless completes his or her coursework for that semester, will not be required to reimburse any tuition or university fees already paid on his/her behalf as a condition of employment.

#### **G. Remediable Violations**

In the event that an Employee is given notice that s/he has violated a work rule, is performing poorly, or is otherwise in a position to incur disciplinary action against himself or herself, the Employee thus notified will be given a reasonable amount of time to remedy the situation occasioning the notification before disciplinary action beyond notification is taken. In such cases the Employee will be informed by the party issuing the notification as to how much time s/he has to remedy the situation and what means, if any, need to be taken in order to do so.

## **ARTICLE VIII: EMPLOYEE DUTIES**

### **A. Professionalism**

It is understood that Graduate Employees are engaged in professional activities.

### **B. Determination and Explanation of Duties**

The department in conjunction with the represented Employee's supervising staff member shall determine the required duties of the Employee. The represented Employee's supervising staff member shall discuss these duties with him/her at the beginning of the semester.

### **C. Workload**

1. The time required for the successful fulfillment of a represented Employee's assignment shall not exceed approximately 20 hours per week over the course of the semester. Only duties actually assigned to the Employee in his/her capacity as an Employee and performed by the Employee shall be taken into consideration.
2. For the purpose of determining a represented Employee's prospective workload, there shall be a rebuttable presumption that an assignment not exceeding eight credit hours as instructor of record, or not exceeding 12 hours of laboratory supervision, or not exceeding three discussion section administrations shall not exceed 20 hours per week.
3. Graduate Employees are encouraged to consult with their supervisors regarding the distribution of and anticipated fluctuations in workload during the Employee's period of appointment. Should the supervisor become aware of actual or potential fluctuations in workload of a substantial nature, the supervisor will notify the represented Employee as soon as possible.

### **D. Formal Resolution of Workload Issues**

1. Claims of excessive workload shall be resolved through the grievance procedure outlined in Article III. The determination as to whether an assignment is excessive shall be made on the basis of the criteria set forth in this article and the following factors:
  - a) The alleged excess in workload is not an episodic condition, nor will it be offset by a period in which less is required of the Employee.
  - b) The determination is to be based upon workload over the course of the semester. Ordinary fluctuations in workload may from time to time require commitments substantially in excess of 20 hours per week.
  - c) It is presumed that ordinarily assignments made by a department or discipline do not exceed twenty hours per week on the average. The excessive nature of the workload

is based on actual duties required of the Employee, not on comparative calculations of standard workload expectations between unrelated departments.

- d) If substantially similar duties are performed by other Employees in similar courses within an average of 20 hours per week, the presumption shall be that the assignment is not excessive.
- e) In evaluating workloads, it must be taken into consideration that workloads must allow students to progress towards their graduate degrees.
- f) No resolution of a workload dispute involving a GTA who is an instructor of record may conflict with the Department's published guidelines and criteria. A resolution of a workload dispute involving a GTA who is not an instructor of record must show due respect for the academic prerogative of the professor responsible for the course, and may not compel a change in course content or curriculum, or a change in the means, methods, or materials by which a course is taught and evaluated.

#### **E. Representation and Extension of Time Intervals**

- 1. It shall be the duty of the Employee, when scheduling any meetings in this process, to inform the party with whom s/he is meeting as to whether s/he will be accompanied by a Union representative, in which case the Employer official may defer the meeting for up to four working days.
- 2. Any meeting rescheduled under this section of this agreement shall take place within five working days of the original scheduled meeting. It is understood that any time elapsing between the original scheduled meeting and the rescheduled meeting shall not be accrued to the time allotted for the process provided in this section of this agreement.
- 3. The time frames outlined above for the completion of the steps of both the informal and the formal resolution procedure shall be extendible by the agreement of both parties.

### **ARTICLE IX: INITIAL EMPLOYMENT AND REEMPLOYMENT**

#### **A. Notification**

Upon initial appointment, re-appointment, or any notification of a change in the terms and conditions of an Employee's appointment, the Employee shall receive written notification from the Employer specifying:

- 1. Duration of appointment
- 2. Term of appointment
- 3. Salary
- 4. Benefits
- 5. General description of duties

6. Library Privileges
7. Names and telephone numbers for questions regarding benefits and department services
8. That the terms of employment related to wages, hours, and working conditions are governed by the Collective Bargaining Agreement between the University and the GEOC/AFT. A copy of the Agreement may be obtained via the Graduate School web site ([www.gradschool.wayne.edu](http://www.gradschool.wayne.edu)). If you have not already done so, you should complete the Graduate Employees Organization Committee (GEOC) Membership Dues/Representation-Service Fee Payroll Form. Should your assignment responsibilities place you in a represented position, failure to authorize or pay the dues or service fee to the GEOC/AFT may put your reappointment status in jeopardy.

### **B. Time of Notification for Reemployment**

To the extent practicable, the University shall inform Employees of the decision to reemploy or not reemploy by:

1. June 15 for those employed beginning in fall semester
2. December 1 for winter semester
3. If the Employee is not notified of non-renewal by July 1 for the fall semester or December 15 for the winter semester, then the Employee shall receive two weeks pay in lieu of notice and at least two courses of tuition waiver for the next regular length semester of coursework if taken within one year of the violation of non-renewal.

This clause shall not be interpreted as preventing later appointments when necessary.

### **C. Posting**

Each hiring department will post hiring information on its web site, on the department bulletin board, or in an equivalent location. This posting, at a minimum, will state:

- Availability of assistantships;
- When available;
- Due date of applications;
- Where application materials may be obtained;
- Contact information regarding inquiries;
- Date by which hiring decisions will be made;
- Non-discrimination statement, including statement on sexual harassment.

### **D. Coverage Under Summer Hire**

1. The parties agree that if a GTA employed during the winter semester is employed to teach during the subsequent spring/summer semester, it shall be through an appointment as a GTA, consistent with normal policies as related to summer semester assistantships, represented by the GEOC, compensated at summer GTA rates as provided in this contract.

2. The parties agree that while other individuals employed during the summer are free to associate and to belong to GEOC as they may choose, GEOC does not represent those individuals when they are employed in non-represented positions.
3. Any Employee who has been employed as a member of the bargaining unit in the Winter Semester under the provisions of this Agreement and is employed in a like position for the immediately subsequent Spring/Summer semester shall be entitled to up to two credits of tuition during the summer (subject to the limitations set out in Article XVII).
4. The University agrees that it will not discriminate against individuals who have chosen to belong to GEOC in hiring decisions for non-Union employment during the summer.
5. It is expressly recognized and agreed that except as expressly provided herein wages paid for summer employment are not governed by the terms of this Agreement and, except as set out in this agreement, Spring/Summer employment of other than GTA's shall not be otherwise governed by the provisions of this Agreement.

#### **ARTICLE X: NON-DISCRIMINATION**

- A. Wayne State University and the GEOC (Graduate Employees Organizing Committee – American Federation of Teachers) recognize an obligation and reaffirm by this Agreement their commitment to achieve equal employment opportunity and non-discrimination within the University. Accordingly, it is agreed that, consistent with University policies, the University and members of the bargaining unit shall not discriminate on the basis of race, color, veteran status, height, weight, ethnicity, religion, creed, political affiliation, political beliefs, membership in any social or political organization, national origin, ancestry, marital or parental 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.
- 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 Department 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 2 as set forth in Article III of this Agreement.

- C. The Parties agree that 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 XI: BENEFITS**

### **A. Medical Insurance**

1. Medical Insurance shall be available to all Employees covered by the terms of this contract through those providers with which the University contracts in order to make insurance available to members of the American Association of University Professors. Such insurance shall provide coverage to the Employees and their spouses and dependents to the same extent as it is provided to members of the American Association of University Professors, provided that dependents who are between 19 and 25 years of age are required to maintain full time college student status in order to receive medical, dental, or vision benefits coverage.
2. New Employees should choose one of the University's medical insurance plans at the time of employment. Dependents may be enrolled at the university group rates within 30 days of the Employee's effective date of hire. In the event that the Employee fails to apply for medical insurance or enroll his/her dependents within the first 30 days, he or she will be eligible at the next open enrollment period or, for such plans as permit this, on the first day of the month following 90 days after filing written notice of application.
3. All medical insurance will become effective on the first day of the month coinciding with or next following the date of employment except when the Employee is absent from work on what would otherwise be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.
4. Employees who have been employed in the winter semester and who have prepaid for spring/summer semester medical and dental benefits are entitled to continued medical and dental benefits during the spring/summer semester.

### **B. Dental Insurance**

All Employees covered by this contract and who obtain medical insurance through the Employer shall receive the same dental insurance provided to persons represented by the American Association of University Professors-American Federation of Teachers, provided that medical and dental coverage levels must match, i.e., family-family, or single-single; Employees will also be able to elect a voluntary Premium Buy-Up Plan (again with matching coverage levels) by covering 100% of the cost difference (from the base plan) associated with this option, so long as the University offers such a plan.

### **C. Cash-in-Lieu of Medical and Dental Insurance**

An Employee who forgoes coverage under both the University medical and dental plans may choose to receive \$60 per month in lieu of these insurance benefits, effective after submission to the Benefits Department of all required documents. If the Employee is covered under a Wayne State University medical or dental plan (either as an Employee or dependent), the bargaining unit member shall not be eligible for the monthly payment.

An Employee who elects the cash-in-lieu benefit may enroll in dental coverage at 100% of the University cost.

An Employee who chooses not to be covered under University insurance plans and who subsequently desires such coverage will be required to wait for such coverage until the next enrollment period or, for such plans as permit this, the first day of the month following 90 days after filing written notice of application. Exceptions may be made under the following circumstances:

(a) The death of a spouse or other person with whose insurance the Employee maintains coverage; or

(b) The Employee's divorce from his/her spouse or separation from his/her domestic partner, if the Employee maintained coverage under his/her spouse's or domestic partner's medical insurance and if such divorce or separation would result in the Employee's loss of medical insurance.

### **D. Vision Care**

The Employer shall provide vision care insurance to all bargaining unit Employees who are enrolled in WSU medical insurance plans as described in the contract between the Employer and the carrier. The Employer shall subsidize the cost at the rate of 50%.

### **E. Mental Health**

All Employees will receive access to the University Counseling and Psychological Services ("CAPS") program and to the University's Employee Assistance Program ("EAP"), and to all of the benefits those programs provide (as adjusted from time to time), so long as those programs continue to be offered.

## **F. Sick Leave**

The University and the Union recognize that Employee illness and injury may be unavoidable and that the absence as a result of such illness and injury will occur from time to time. The University and the Union recognize that the flexibility and informality of the prior practice has proven to be of benefit to all parties, and desire to maintain that policy.

Accordingly, the parties agree not to adopt formal language governing sick leave, but to continue prior practice. In the event that the University or Union determines that the prior practice is impracticable or has created abuse or excessive sick leave, the prior practice may be terminated immediately upon written notice to the Union or University. In the event of such a notice, negotiations shall begin immediately regarding language to be incorporated into this agreement regarding sick leave.

The parties agree that Employer decisions under prior practice shall not be grievable except to the extent that they violate other provisions of this agreement.

## **G. Bereavement Leave**

In the event of the death of an Employee's spouse or an Other Eligible Person; or the son, daughter, parent (including step-parent), grandparent, sister, brother, grandchild (or spouse of any of the preceding) of the Employee or Employee's spouse; or any other relation living in the immediate household as the Employee, the Employee shall be granted a leave absence with pay of not more than seven calendar days.

## **H. Jury Duty**

Should an Employee be unable to meet work duties because of jury duty, the Employee will notify the immediate supervisor as soon as possible so that arrangements can be made for the absence. Such an absence shall be compensated, provided that jury duty compensation shall be offset against monthly salary. The Employee shall provide the University with written verification from the Court Clerk of relevant time and dates of service, as well as fees received.

## **I. Immigration Proceedings**

Should an Employee be unable to meet work duties because s/he is compelled to participate in immigration procedures such an absence shall be treated the same way as an absence caused by illness or injury. The Employee shall provide the University with written verification from the involved governmental agency including times and dates relevant to the absence.

## **J. Child Care**

Employees shall be given priority for admission to the University's child care programs for up to five dependents of Employees each year, so long as the University operates these programs,

provided that Employees are eligible for the programs and comply with all of the applicable rules, regulations, and deadlines, and pay all required tuition and other fees.

**K. Other Eligible Person (“OEP”) Pilot Program**

Bargaining unit members may participate in a pilot program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical and/or dental reimbursement benefits so long as the program remains in effect. Should the University decide to change or discontinue the program, 60 days' notice shall be provided to participants and to the Union.

**L. 2N Other Eligible Person Committee**

It is agreed that a 2N committee shall be formed to study the unique circumstances of the GEOC-represented persons relative to the above-established OEP pilot program and the effect of that program's language on bargaining unit members, with the aim of fashioning a recommendation on whether the age limitation should be modified for this particular group of persons. The committee shall be formed no later than September 14, 2009, and shall present its report to the Union and the University no later than April 26, 2010.

**ARTICLE XII: COMPENSATION**

**A. General Compensation Provisions**

Salaries and salary adjustments are minimum requirements. At its discretion, the University may make adjustments in the salary and fringe benefits of individuals in excess of these amounts when appropriate for the maintenance of the academic quality of an academic unit, to reflect competitive changes in the market, to reward outstanding professional contributions, and to effect the correction of inequities. The University may set maximum salary and fringe benefit amounts at or above the minimums defined below. Salary adjustments under the foregoing provisions are not subject to grievance.

**B. Employees shall be grouped by discipline as follows:**

Physical/Life Sciences  
Social Sciences  
Humanities

### **C. Wage adjustments for 2009-2012**

Effective the first day of each fall semester for the duration of the contract, GEOC Employees will receive compensation as charted below. The following sets out minimum annual compensation for each discipline category:

<u>Category</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Physical/Life Science	\$16,197	\$16,586	\$16,984	\$17,391
Social Science	\$14,172	\$14,668	\$15,181	\$15,713
Humanities	\$13,447	\$14,021	\$14,620	\$15,244

### **D. Spring/Summer Compensation for GTA Employees**

GTA's employed to teach during the summer will be compensated at least at the following minimum amounts: \$717 per credit hour for spring/summer 2010, \$735 per credit hour for spring/summer 2011, and \$754 per credit hour for spring/summer 2012. GTA's employed to teach during the summer, and who have had non-GTA teaching assignments in six or greater previous terms, will be compensated at least at the following minimum amounts: \$871 per credit hour for spring/summer 2010, \$893 per credit hour for spring/summer 2011, and \$915 per credit hour for spring/summer 2012.

### **E. Overpayments**

In the event that an Employee is overpaid by the University, such Employee is required to repay the University the amount of the overpayment in a reasonably timely fashion.

It is understood that, following notice to the Employee, and where no dispute exists as to the overpayment or as to the amount owing, the University may recoup the overpayment by deducting the maximum amount available at law from the Employee's wages until the overpayment has been paid. Nothing contained herein shall preclude the parties from making alternate arrangements to repay the amount owing; nor does this Agreement, nor any action taken by the University pursuant to this article serve as a waiver of any right, entitlement or ability to pursue such lawful remedies as it may have either singly or in combination, or preclude the University from pursuing any of its collection rights at law.

### **F. Under, Late, and Non-Payment**

The University will make every reasonable effort to compensate members of the bargaining unit accurately and according to the University's published payroll calendar. If an Employee advises the Union of a situation where the University deviated from either its published payroll schedule or the amount a GTA or GSA is paid compared to what s/he should be paid for time worked for one or more pay periods, the Union shall meet with the GTA or GSA's employing department and then, if necessary, the Graduate School, to remedy the issue informally before invoking the

contract's grievance procedure, and that the grievance timetable shall be tolled while such efforts at informal remedy are actively underway.

### **ARTICLE XIII: UNION DUES**

#### **A. Union Dues and Service Fees**

During the term of this Agreement, the Employer agrees to deduct regular Union dues or service fees on a bi-weekly or semi-monthly basis (as determined by the Employer's payroll cycle) from the salary of each Employee who authorizes such deduction in writing in accordance with a standard form which is mutually developed by and acceptable to the Employer and the Union.

Employees within the bargaining unit who do not authorize a deduction for union dues shall pay a service fee to the Union. During the term of this agreement, the Employer agrees to deduct a service fee on a bi-weekly or semi-monthly basis (as determined by the Employer's payroll cycle) from Employees who have not provided written authorization of deduction of union dues. The amount of this fee shall not exceed the amount of dues assessed, and shall be determined by the members of the Union in accordance with the constitution and by-laws of the Union.

The Employer shall not be responsible for the deduction of regular Union dues or service fees for any period of time when the Employee is not employed as or does not have earnings as a member of the bargaining unit. In the event that the payroll deductions are processed incorrectly for an Employee, the Employer shall be responsible for correcting the error within a reasonable period of time of being informed of the error by either the Employee or the Union. The Employer shall also be responsible for collecting (through withholding) the missed or incorrect dues from the Employee for (1) the current semester and (2) the immediately preceding semester, for an Employee still being paid as an Employee, provided that withholding of past dues shall in no event reduce an Employee's take-home pay below zero.

#### **B. Remission and Reporting**

The Employer shall deduct Union dues or service fee on a bi-weekly or a semi-monthly basis (as determined by the Employer's payroll cycle). The Employer shall furnish the Union, by email sent no later than the tenth of each month, an Excel spreadsheet listing all dues and fees deducted for the previous month from members of the bargaining unit.

A check for all dues and fee deductions, payable to the Union, shall accompany the listing. The amount of dues collected from each pay will be set at a level such that by the pay period following the end of each semester, the Employee will have paid the full amount of dues or service fees for that semester.

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

### **C. 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 XIV: DURATION**

- A. This Agreement shall remain in full force and effect from a period beginning thirty days after notice of its ratification is provided to Wayne State University until February 28, 2012, and thereafter for successive periods of one year until either party shall, on or before the 90<sup>th</sup> 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 on 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.
- B. It is understood that during the semester in which the Agreement is ratified, the compensation per semester and average workload over the semester shall be computed over the entire semester, regardless of the effective date of the Agreement. The probationary period for any Employee who is employed during the semester in which the Agreement is ratified shall be deemed to have started as of the date when the Employee began work.

### **ARTICLE XV: PRINTING/DISTRIBUTION OF CONTRACT**

The Employer shall be responsible for the printing and distribution of this agreement. The Union will receive 250 copies. The Employer agrees to distribute (electronically) copies of the agreement to all Employees, to make publicly available on the web a copy of this agreement just as it does the AAUP-AFT contract, and to publish a link to the GEOC webpage on the same webpage where there is a link to the AAUP-AFT webpage.

### **ARTICLE XVI: HEALTH AND SAFETY**

#### **A. General Obligations of Employer and Employee**

The Employer recognizes its obligations to promote a safe and healthful working environment. Employees shall perform their duties in a safe manner, utilizing all health and safety equipment provided by the Employer. The failure to utilize such equipment may be grounds for disciplinary action. Should the Employee become aware of a condition that endangers his/her health and safety, the Employee shall promptly report the condition to his/her supervisor. Upon receipt of such notification, the supervisor shall review the situation with the Employee. If the supervisor

and the Employee are unable to resolve the condition within a reasonable time, the Union may request a special conference as provided in Article XVIII.

## **B. Labor /Management Cooperation**

The parties to this agreement agree to mutual cooperation, in the area of health and safety, which is founded upon good-faith communication and discussion of problems, solutions and problem prevention.

## **C. Equipment**

1. Adequate first aid equipment shall be provided at appropriate locations.
2. The Employer shall furnish and maintain such equipment as is necessary, in the Employer's judgment, for the satisfactory completion of Employee duties. Employees are responsible for reporting any unsafe equipment, and for the proper use of tools and equipment furnished by the Employer. For purposes of this section, "tools and equipment furnished by the Employer" shall include equipment furnished by third parties, or by the Employee.
3. In the event that job duties require eye protection for the Employee(s), the Employer shall furnish appropriate equipment for this purpose.
4. In the event that job duties require the use of respiratory equipment by the Employee(s), the Employer shall furnish appropriate equipment for this purpose.

## **ARTICLE XVII: TUITION AND SCHOLARSHIP**

The University will provide each Employee with a tuition scholarship for up to 10 hours of graduate credit during each fall and winter semester he or she is employed. The tuition scholarship may only be used for graduate courses that are on the Employee's approved academic plan of work and/or for courses authorized by the Employee's academic advisor and graduate director to be relevant to the Employee's graduate degree. The University will also pay the omnibus fee and the registration fee associated with this tuition scholarship.

The University will provide a tuition scholarship for the non-resident portion of tuition for any graduate courses that are on the Employee's approved academic plan of work for credits taken beyond the 10 credit scholarship. For purposes of this article only, a plan of work shall be deemed to have been "approved" when it has received the written approval of the departmental graduate officer or the chair of the department.

This article is based upon the mutual understanding that the incorporation of this practice into this agreement and the continued provision of the Employer's tuition scholarship to unit members will not create a tax liability to either the unit members or the Employer. The parties

will forthwith commence bargaining to respond to any change in law or regulation that affects this understanding.

## **ARTICLE XVIII: 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 14 days of the submission of an agenda unless both parties agree to delay the meeting.

### **C. Composition**

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 XIX: TRAVEL AND LODGING**

### **A. Travel as Part of Employment**

When Employees are authorized to travel as part of their employment, they will be reimbursed for such travel and lodging expenses consistent with the University determined policy as set forth in the Administrative Policies and Procedures Manual.

### **B. Professional Development Travel**

Employees are eligible to apply for the Graduate Student Professional Travel Award program, so long as that program remains in place, per that program's rules and regulations.

## **ARTICLE XX: EMPLOYER RIGHTS**

A. The Employer and the Union expressly agree that, except as specifically abridged by this Agreement, all powers, rights and authority of the Employer are reserved by the Employer, and that 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 services to be rendered and the work to be performed by Employees covered by this Agreement;
2. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
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 contract, discontinue work and whether to purchase services from others;
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 lay off or relieve Employees from duty because of lack of work or for other reasons;
10. to determine the amount and type of supervision;
11. to determine materials and equipment to be utilized by employees and the method and means by which work shall be performed and services provided;
12. to have any work performed at any other location; and
13. to determine the number of hours worked and the schedule of Employees.

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

1. to hire, select, assign, reclassify, promote, or transfer Employees, both in person and in job title, 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;
5. to determine the allocation and assignment of work to Employees;
6. to determine job content;
7. to create new job classifications and modify existing job classifications, provided that where a new classification or a modified job description would result in a represented Employee becoming unrepresented, the Employer shall act only after consulting with the Union;
8. to determine the duration and requirements of all academic and non-academic appointments;
9. to determine class size;
10. to determine all academic policies, procedures, rules and regulations, including, but not limited to, all questions of academic standing and any matter relating to academic progress in a Wayne State University educational program;
11. to make academic evaluations and determinations as to the fulfillment of degree requirements including the relationship between work product and progress toward degree requirements;
12. to determine course curriculum and content; and
13. to perform all other functions inherent in the administration, management, and control of the University.

C. The Employer and the Union agree that 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 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) which 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, except where otherwise indicated within this agreement, 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 and by mutual agreement, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

## **ARTICLE XXII: OUTSIDE EMPLOYMENT**

The parties recognize and agree that while an Employee's primary responsibilities are to Wayne State University and the overarching concern of both parties is the successful completion of the Employee's academic program, the Employee may engage in such additional employment outside of Wayne State University as is permitted by this Article.

Any outside employment must be undertaken with the understanding that the first obligation and commitment is to Wayne State University, and such outside employment shall not interfere with the responsibilities assigned or inherent in the Employee's position or academic program at Wayne State University.

An employee may not teach more than one course at another institution of higher learning or be otherwise employed outside of the University for greater than 20 hours per week without consulting with his or her departmentally-recognized academic advisor and receiving a signed confirmation of such consultation from said advisor in advance. An Employee may not use Wayne State University course materials, curricula, or other materials in any outside employment.

Upon the request of his/her department chair or graduate advisor, the Employee shall submit a report, on a form provided by the Employer, to his/her department chair or graduate advisor, as appropriate, detailing all outside employment. The report (if requested) shall be submitted once per semester, and shall be due on the seventh week of each semester. The report must be requested prior to the sixth week of the semester.

### **Supplementary Letter**

The University and the Union agree that whenever practicable the tuition scholarship payments should disburse sufficiently promptly as not to adversely affect loan disbursement. The University and the Union will work together towards achieving this goal.

## Signatories of Agreement

### Negotiating Committee

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Stephen Calkins  
Chief Negotiator

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Carole Barduca

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Elizabeth Faue

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Ratna Naik

---

Steven Salley

### Negotiating Committee

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Carissa Broadbridge  
Chief Negotiator

---

Nathan Weidner  
Secondary Negotiator

---

J. Bayley Zito  
GEOC President

---

Dinesh Devaraj  
GEOC Bargaining Committee

---

Mark Coco  
GEOC FOIA Coordinator

---

Joe Wasukanis  
GEOC Steward, Library Sciences

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