

JAN 24 1984

9/14/82

Due to financial difficulties which the University is expected to experience in the forthcoming fiscal year, it is proposed that the salary adjustments for 1982-83 as specified in Article XII, Section B, of the WSU/AAUP Agreement be delayed according to the plan outlined below.

The regularly scheduled salary increases will be implemented for the pay dates of September 1, 15, 29 and October 13, 1982 for nine-month employees and for the period August 31, 1982 through November 10, 1982 for twelve-month employees.

If the sum of the State appropriation* and the gross tuition revenue and admission fees is less than \$152.9M, the salary adjustments that are effective August 31, 1982 will be rescinded after:

- 4.0 pay periods for nine-month employees
- 5.2 pay periods for twelve-month employees

The salary adjustments will remain rescinded for 20(1-f) pay periods for nine-month employees and for 26(1-f) pay periods for twelve-month employees, where f is given by:

$$f = \frac{(\text{State Appropriation}^* + \text{Gross Tuition Revenue} + \text{Admission Fees}) - \$146.4\text{M}}{\$6.5\text{M}}$$

The salary adjustment scheduled for January 1, 1983 for nine-month employees will be delayed by 10(1-f) pay periods and the salary adjustment scheduled for March 1, 1983 for twelve-month employees will be delayed by 13(1-f) pay periods.

If $f < 0.2$, it shall be treated as 0.2. If $f \geq 1$, the salary adjustments will be retroactive to August 31, 1982, and January 1, 1983 or March 1, 1983, as appropriate. In no event shall the August 31, 1982 salary adjustments be reinstated later than August 30, 1983.

The 1982-83 State Appropriation and the estimated 1982-83 gross tuition revenue and admission fees will be determined as of October 15, 1982. The gross tuition and admission fees will be estimated by using the Fall, 1982 data and extrapolating for the entire year by using the combined data from 1980-81 and 1981-82. If more accurate data become available after October 15 but prior to the implementation of the salary adjustments, such data will be used to recompute f.

*Not including specifically enacted restoration of funds withheld in 1981-82.

The gross tuition revenue for 1982-83 will be estimated using the following formula:

$$\text{Gross Tuition for 1982-83} = \frac{F_3}{Z}$$

where

F_3 = Gross tuition revenue for Fall, 1982

$$Z = \frac{F_1 + F_2}{F_1 + F_2 + W_1 + W_2 + S_1 + 1.15S_2}$$

$F_1(F_2)$ = Gross tuition revenue for Fall, 1980 (1981)

$W_1(W_2)$ = Gross tuition revenue for Winter, 1981 (1982)

$S_1(S_2)$ = Gross tuition revenue for Spring-Summer, 1981 (1982)

Supplemental Appropriations and Unallocated Fund Balance

If there is a supplemental appropriation after the implementation of the salary adjustments but prior to October 1, 1983, f will be recomputed and a lump sum payment for the additional amount will be made to all bargaining unit members in July, 1983 or as soon as possible if the supplemental appropriation occurs after July, 1983.

If at the end of the 1982-83 fiscal year the University has an unallocated balance, this amount will be treated in the same manner as a supplemental appropriation and f will be recomputed for the purpose of determining any additional retroactive salary adjustments.

Executive Order Reductions

In the event of an Executive Order reduction in the state allocation to Wayne State University prior to May 25, 1983, the fraction f will be recomputed and the period of deferment of the 1982-83 salary adjustments will be extended or reactivated for a period equal to the difference between the former and new values.

If insufficient pay periods remain to realize the additional deferment, the deferment shall extend through the last pay date for nine-month employees (May 25, 1983) and through an equivalent fraction of the year for twelve-month employees. Any unallocated fund balance remaining at the end of the fiscal year shall be adjusted to take account of any unrealized period of deferment prior to any retroactive payments of deferred salary adjustments from that final balance.

X

LAY-OFF AND RECALL PROCEDURES

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

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

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

In case of impending reduction in a unit which would require the layoff of bargaining unit members, the Provost shall appoint a committee from a slate of nominees furnished by the University Council which shall advise the Provost on the possible placement of the affected bargaining unit members in other units within the University. The slate shall contain two names for every person so appointed. There shall also be one AAUP appointed non-voting representative to the committee.

If a tenured bargaining unit member, a unit, and the Provost agree that placement in that unit would be facilitated for the bargaining unit member by a reasonable period of training available at the University or elsewhere, the bargaining unit member shall be granted a training leave at full pay for a period not to exceed one year. After such training the bargaining unit member shall be reassigned to that unit.

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

A. Lay-offs

1. Normally, part-time faculty will be laid off first. In unusual circumstances when special experience is essential to the unit, a full-time or fractional-time faculty member may be laid off, while the part-time faculty member is retained. If the budgetary constraints prove it impossible to staff the range of courses with the full-time and/or fractional-time faculty, then the full-time and fractional-time faculty will be offered the opportunity to teach the courses on an overload basis without additional compensation rather than to use part-time faculty during the academic year.
2. A member of the bargaining unit about to be placed on lay-off status shall be given preference in filling other vacant academic positions in the University for which he/she is qualified.
3. Non-tenured bargaining unit members shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.
4. Tenured and continuing service bargaining unit members shall be laid off with those having the most service in the particular unit being laid off last.
5. A bargaining unit member may waive the seniority rights that protect him/her from layoff, those rights reverting to the most senior bargaining unit member in the unit who has been notified that he/she will be laid off.

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

B. Notice

Notice of lay-off shall occur as follows:

1. Non-tenured bargaining unit members who are laid off during the terms of their contracts, shall receive six (6) months' notice if the term contract expiration date is less than twelve (12) months away and shall receive twelve (12) months notice if the term contract expiration date is more than twelve (12) months away.
2. Tenured or continuing service persons who are to be laid off shall receive eighteen (18) months' notice.
3. A tenured bargaining unit member who has been issued a layoff notice may choose to resign and accept severance pay in lieu of eighteen months' service.

The severance pay will be equal to the salary the bargaining unit member would have received from date of resignation to the effective date of layoff, calculated at the bargaining unit

member's salary rate at the time of resignation. The maximum severance pay is equal to one and one-half years' salary (nine-month or twelve month base, as appropriate).

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

Recall rights under this provision are forfeited.

C. Continuation of Insurance Upon Lay-off

1. A laid off bargaining unit member who has six (6) months or more of service shall be eligible to continue currently elected group medical, group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining unit members for one hundred and eighty (180) days beyond the end of the month in which the bargaining unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere.
2. The laid off bargaining unit member shall request desired insurance coverage (in writing) within thirty-one (31) days after the end of the month in which he/she is laid off. Such bargaining unit members shall be invoiced monthly for their share of the premium.
3. A tenured bargaining unit member who is issued a layoff notice and whose age is 55 or greater at the time of layoff may elect early retirement. In such cases the Voluntary Early Retirement provision (Article XII, Section K) remains unchanged except for the age eligibility requirement.

Further, payments to retirees under this provision shall not cease before age 62. Recall rights under this provision shall be forfeited

D. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two (2) years for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of lay-off. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and if that laid off employee is qualified for that position.
2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of lay-off. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XXI. TERM APPOINTMENTS

- D. Appointment procedures shall provide written notice of nonrenewal of appointment at least six months prior to expiration of a one-year term appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment. Such notices shall be personally served or sent by certified mail on or prior to the date of notice requirement stated above. Failure to provide notice, however, shall not constitute a basis of claim for tenure. After seven years of service at Wayne State University, assistant athletic coaches, athletic coaches, and senior athletic coaches shall be provided at least eighteen months' written notice of nonrenewal of appointment.**

XXII

TENURE PROCEDURES

E. Appeal Procedures1. Appeal of Department/Division Decisions

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

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

In the event that neither the department/division committee nor the chairperson recommends the granting of tenure to a candidate, the candidate may, within fifteen days after written notice of the decision, forward his/her application for tenure, along with supporting documents, to the dean of the college. The candidate may also designate two tenured faculty members to appear before the college committee in his/her behalf.

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

2. Appeal of the College/Division Decisiona. Faculty

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

In those colleges without department/division tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision,

request reconsideration by the college tenure committee and/or the dean. The candidate may, at his/her option, appear before the college committee. The candidate may bring a tenured member of his/her college with him/her.

4. Initiation of Appeal Procedure

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

XXIII
PROMOTION PROCEDURES

D. Appeal Procedures

3. Appeal of Faculty Department/Division Decisions

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

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

In the event that neither the department/division committee nor the chairperson recommends promotion of a candidate, the candidate may, within fifteen days after written notice of the decision, forward his/her application for promotion, along with supporting documents, to the dean of the college. The candidate may also designate two tenured faculty members to appear before the college committee in his/her behalf.

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

4. Appeal of the College/Division Decision

a. Faculty

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

D.4.a. (continued)

In those colleges without department/division promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college promotion committee and/or the dean. The candidate may, at his/her option, appear before the college committee. The candidate may bring a tenured member of his/her college with him/her.



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

OFFICE OF THE PROVOST

June 15, 1982

Mr. Norman J. Kopmeyer
President
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

Dear Mr. Kopmeyer:

During our recent discussions, the University Administration agreed to study the matter of sex-based differentials in survivor options under the current TIAA/CREF retirement plans. We will work with TIAA/CREF to gather the relevant information on the numbers and sex of annuitants electing survivor options, the effect of sex on the benefits of both annuitant and survivor, and the cost of eliminating such an effect.

It is our intention to complete this study and share it with the AAUP not later than March 1, 1983.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

OFFICE OF THE PROVOST

June 15, 1982

Mr. Norman J. Kopmeyer
President
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

Dear Mr. Kopmeyer:

In the course of our recent discussions, we agreed to institute a joint study of Spring/Summer Term pay of nine-month faculty teaching in the Spring/Summer Term. Both the Administration and the AAUP are concerned about the ability of the various colleges to offer educationally sound programs during the Spring/Summer Term and about equity across the University for the persons who teach in these programs.

The study committee will be composed of three persons selected by the AAUP and three persons selected by the Administration. It is agreed that the Committee will be asked to submit its final report by May 15, 1983.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

OFFICE OF THE PROVOST

June 15, 1982

Mr. Norman J. Kopmeyer
President
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

Dear Mr. Kopmeyer:

If the proposed delay in the final implementation of the 1982-83 salary adjustments is agreed to, then the University Administration agrees that during the life of this Agreement, i.e., through July 31, 1983,

- (a) No member of the bargaining unit will be laid off, and
- (b) No notices of layoff will be issued to tenured members of the bargaining unit.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations



830470

DECEMBER /5, 1983

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/84

ASSOCIATE PROVOST FOR FACULTY
RELATIONS
WAYNE STATE UNIVERSITY
1196 Mackenzie Hall
DETROIT , MI. 48202

JAN 24 1984 - R
Still negot.
Info only

PREVIOUS AGREEMENT EXPIRED
JULY 30, 1983

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Wayne State Univ Faculty Detroit Mich

WITH UNIVERSITY PROFESSORS
MICHIGAN

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1,415
2. Number and location of establishments covered by agreement Wayne State University
3. Product, service, or type of business University
4. If your agreement has been extended, indicate new expiration date The WSU/AAUP agreement has been extended indefinitely as negotiations continue.

Melbourne G. Stewart, Associate Provost for Faculty Relations 313-577-2256
 Your Name and Position Area Code/Telephone Number

Wayne State University
 Address City/State/ZIP Code

1196 Mackenzie Hall Detroit, Michigan 48202