

# AGREEMENT

between

UNIVERSITY OF DETROIT MERCY

and

UNIVERSITY OF DETROIT MERCY  
PROFESSORS' UNION



May 16, 2008 – May 15, 2013

**AGREEMENT**  
between  
**UDM and UDMPU**  
May 16, 2008 – May 15, 2013

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## **AGREEMENT**

Agreement between the University of Detroit Mercy, a Michigan non-profit corporation, hereinafter referred to as the "Employer", and the University of Detroit Mercy Professors' Union, hereinafter referred to as the "Union".

## **PREAMBLE**

The purposes of this Agreement are to set forth the compensation, work and other terms and conditions of employment that shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations at the University of Detroit Mercy. Recognizing that a high degree of educational excellence is required to maintain a healthy and viable institution of higher education, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and conditions set forth herein for the duration of this Agreement. In the spirit of shared governance and cooperation, the Employer and the Union commit to administer this Agreement and work within the principles of the JOINT POLICY STATEMENT ON A FACULTY RIGHTS AND RESPONSIBILITIES FRAMEWORK. (See Appendix A)

## **ARTICLE I: DEFINITIONS**

As used in this Agreement and except as its context may otherwise require:

- 1.1 "Employer" means the University of Detroit Mercy, a Michigan non-profit corporation.
- 1.2 "Union" or "UDMPU" means the University of Detroit Mercy Professors' Union, which is an MEA/NEA affiliated organization.
- 1.3 "Employee" means an individual covered by paragraph 2.1.
- 1.4 "Faculty Member" means an employee who is a full time professional member of the faculty of the Employer assigned to the College of Business Administration, Engineering and Science, Health Professions, Liberal Arts and Education or the School of Architecture.
- 1.5 "Librarian" means an employee who is a full time librarian assigned to the McNichols or Dental, the Instructional Design Studio, or to any library facility reporting to the Dean of University Libraries.

- 1.6 "Engineering Laboratory Technician" means an employee who is a full time or modified full time engineering laboratory technician assigned to the Employer's College of Engineering and Science, hired prior to May 16, 2008.
- 1.7 "Clinical Track Faculty" means an employee who is a full time professional member of the faculty designated as a Clinical track faculty of the Employer and who is assigned to the College of Health Professions in the nursing or physician assistant program, and who is not eligible for tenure as defined in Article 5.8.
- 1.8 "Faculty Member," "Librarian," and "Clinical Track Faculty" include all members on Phased Retirement in those categories.
- 1.9 "Academic Unit" as used in paragraph 5.8 refers to the colleges, schools and library encompassing employees who are members of the bargaining unit.
- 1.10 "Bargaining Unit" means the employees collectively covered by paragraph 2.1.
- 1.11 "Unit" means schools or colleges that have no academic department.
- 1.12 The masculine, feminine and neuter gender of pronouns are used interchangeably.
- 1.13 "Part-Time Faculty Member" means a person teaching no more than two sections, or six (6) hours, whichever is less, in any given trimester.
- 1.14 "Part-time Librarian" means a person whose exclusive obligations involve providing professional library services for no more than 30 hours per week.
- 1.15 "Lecturers" shall be bargaining unit members and subject to the terms of Article III of the Collective Bargaining Agreement except as provided in Article V.

## **ARTICLE II:** **AGREEMENT SCOPE**

- 2.1 **Employees Covered:** This Agreement applies to every full time professional member of the faculty of the Employer at its College of Business Administration, Engineering and Science, Liberal Arts and Education, Health Professions and McAuley School of Nursing, the School of Architecture and including within such schools and colleges the department Chairpersons, professional librarians, as well as professional librarians within the School of Dentistry, and those engineering laboratory technicians hired prior to May 16, 2008.

- 2.2 **Persons Not Covered:** This Agreement does not apply to any person employed by the Employer as a part-time faculty member or part-time librarian, or any faculty member or professional librarian of the School of Law, or faculty member of the School of Dentistry, a member of the Student Affairs Staff, Vice President, Associate Provost, Dean, Associate Dean, Assistant Dean, Administrator, Director, managerial or confidential employee, guard or supervisor as defined in the National Labor Relations Act, any person represented by another labor organization or to any other person not covered by paragraph 2.1.

### **ARTICLE III:** **UNION STATUS**

- 3.1 **Recognition:** The Employer recognizes the Union as the exclusive collective bargaining representative of the bargaining unit described in paragraph 2.1 and thus of every employee covered by this Agreement. This does not preclude an individual employee or group of employees from filing a grievance with the Employer and having it adjusted in accordance with Article VIII, so long as the adjustment of the grievance is consistent with this Agreement and the Union has been given an opportunity to be present at such adjustment.
- 3.2 **Agency Shop:** All employees covered by this Agreement who are in compliance with (a), (b), or (c) of this paragraph at the time this Agreement becomes effective shall be required to remain in compliance with (a), (b), or (c) for the duration of this Agreement as a condition of their continued employment. All employees covered by this Agreement shall be required, as a condition of their continued employment, to do one of the following no later than 30 days following the beginning of their employment or the effective date of this Agreement:
- (a) To tender payment in full to the Union of the dues and initiation fees uniformly required for the acquisition and retention of membership in the UDMPU.
  - (b) To tender payment in full to the Union of the service fees uniformly assessed against bargaining unit members who are not members of the UDMPU.
  - (c) To sign an authorization form for the payroll deduction of such dues or fees required by paragraph (a) or (b) above.
- 3.3 **Work of the Bargaining Unit:** All professional library services and the teaching of credit courses shall be the exclusive work of the members of the bargaining unit defined in paragraph 2.1 consistent with the following:

- (a) Graduate students who teach as an integral part of and required by their academic program may perform bargaining unit work to the extent necessary for their programs.
- (b) Should the percentage of bargaining unit sections taught by full time faculty fall below 65% during Term I of the academic year, corrective action will be implemented to bring the ratio back to 65% or higher for the subsequent academic year. For the purposes of percentage computation required hereunder:
  - (i) No member of the bargaining unit who was laid off and recalled on a part-time basis shall be included.
  - (ii) Sections taught by fully qualified administrators with underlying tenured faculty contracts shall be included in the full-time total.
  - (iii) No more than half the sections taught by lecturers shall be included in the full-time total.
  - (iv) In any instance where a pertinent accreditation standard would be violated by the implementation of this paragraph, the accreditation standard shall control.
- (c) Should the percentage of bargaining unit sections taught by full time faculty fall below 64% during Term I of the academic year, corrective action will include specific measures to hire additional full-time faculty based on the following formula.
  - (i) The number of new faculty lines required under this section will be computed by subtracting from the required 65% of total sections the number of sections actually taught, and dividing by 5. This is the number of net new faculty lines.
  - (ii) These lines shall be identified by the end of Term I, and searches shall begin by February 1.
  - (iii) All reasonable steps shall be taken to fill these lines, including the consideration of making term appointments when suitable candidates for tenure-track positions cannot be found.
  - (iv) The University will deliver a detailed report on the results of these searches by the following November 1.
  - (v) The Vice President for Academic Affairs shall provide duly authorized Union representatives with information necessary for the

determination of the percentages specified in paragraph 3.3 (b) of the Agreement, by November 1 of each academic year.

- (d) The maximum off term assignment load for any one faculty member will be four courses. A faculty member teaching courses during an accelerated schedule (duration of eight weeks or less), shall not teach more than two courses during that time regardless of the scheduled term used for those courses. Additional off-term courses can be assigned only upon the mutual agreement of the faculty member and the Dean. Notwithstanding any other provision of this Collective Bargaining Agreement, all course assignments for Summer I or Summer II or Term III or off-term or overload assignments must first be offered to qualified bargaining unit members of the pertinent department or unit before they may be offered to individuals who are not in the bargaining unit.

All assignments as defined in 3.3 (d) shall be rotated throughout a department/unit on the basis of defined areas of teaching qualifications. This rotation is not intended to be course specific, but should be applied to all of the course assignments covered by this provision collectively. The initial order of rotation shall be determined by bargaining unit seniority. A faculty member who accepts or rejects a course is moved to the end of the rotation. Before anyone lower in the rotation or outside the bargaining unit is offered the assignment at the higher compensation than that first refused by an employee, it must be offered again at higher compensation throughout the rotation. This paragraph does not prohibit the employer from using distinguished individuals in a particular field to provide necessary programmatic breadth and depth beyond that which could be provided by unit members.

- 3.4 **Dues or Fees Checkoff:** Once an employee has submitted a dues or fee checkoff authorization form, the Employer will deduct from such employee's salary and remit to the Union the amount of service fees or membership dues and initiation fees certified by the UDMPU to be owed to its account by the employee. Deductions authorized by the employee and certified by the UDMPU as required hereunder will be deducted from the pay due to the employee in the manner specified in the authorization. The Employer will have no obligation to deduct or remit dues or fees payable for the account of any employee who does not have sufficient salary due on any pay period to pay in full the amount due the UDMPU. The UDMPU indemnifies the Employer against any liability the Employer may incur by reason of any deduction or remittance made pursuant to this paragraph.
- 3.5 **Union Notification:** The Union shall notify the Employer on or before August 1 of each year the total amount of dues to be deducted from each employee's

salary, the amount to be deducted for each pay period, and the number of pay periods for which deduction for union dues shall be made.

- 3.6 **Cancellation of Dues or Fees Checkoff:** An employee who has authorized dues or service fees deductions may cancel such authorization by submitting to the Employer written notice of such cancellation between April 1 and April 30 of any year. In the absence of a notification of cancellation, the authorization shall automatically be renewed for a one-year period.
- 3.7 **Penalty for Failure to Pay Dues, Fees or to Authorize Checkoff:** In the event an employee fails to comply with the requirements of paragraph 3.2 the Union may request the Employer to terminate that employee. Any such Union request for termination shall be submitted to the Employer in writing with a copy to the employee and may not be made unless the Union has previously given the employee at least fifteen (15) days written notice of its intention to request the Employer to terminate the said employee. Upon receipt of a properly noticed request for discharge, the Employer shall discharge the employee at the end of the term in which the final notice is given. The Union shall indemnify and hold the Employer harmless from any liability resulting from any and all claims, demands, suits or other actions arising from its compliance with this Article; such indemnification shall include any attorney fees or other costs of litigation. No termination made pursuant to this paragraph shall be grievable.
- 3.8 **Union Use of Facilities:** The Union and its members shall be permitted to use the Employer's facilities, equipment and services, which are designated by the Employer for use by University organizations, for the transaction of official Union business at reasonable times, provided that such utilization does not interfere with the Employer's normal use of such facilities, equipment and/or services. The Union shall pay the reasonable cost of all materials, supplies, maintenance and services incidental to the use of such facilities. The employer agrees to make the President's Dining Room available to the Union on a priority-scheduling basis for Union meetings. The University also agrees to provide suitable space for a colleague lounge.
- 3.9 **Union Office:** The Employer will provide a separate office space for the Union's exclusive use. The office shall be equipped in a manner consistent with usual faculty offices. There shall be no charge to the Union for such office space and furniture.
- 3.10 **Union Representatives:** Duly authorized representatives of the Union shall be permitted to transact official Union business on University property at all reasonable times so long as such business does not interfere with the Employer's normal use of its property, facilities and scheduled activities.

- 3.11 **Union Email Access:** The Employer will provide the Union with access to the Employer's Email system for normal union communications.
- 3.12 **Competing Labor Organizations:** Except as may be required by law, the rights granted to the Union pursuant to this Article will not be given to any labor organization competing with the Union for the representation of the unit described in paragraph 2.1.

#### **ARTICLE IV:** **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 4.1 **University Management** The Employer has the legal responsibility and, subject to the express and specific terms of this Agreement, the right to select, implement and manage its academic and non-academic operations and programs. As a part of these rights and responsibilities, the Employer shall have the right to:
- (a) Hire, assign, promote, schedule, layoff, recall, discipline, and discharge its employees.
  - (b) Determine and schedule the academic year.
  - (c) Determine the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of its equipment and facilities.
  - (d) Control all Employer property.

The Employer's right, privilege and responsibility to carry out the ordinary and customary functions of managing its academic and non-academic operations which are not specifically curtailed by this Agreement shall continue in full force and effect. In the event that the specific terms of this Agreement conflict with such rights, privileges and responsibilities, then the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict.

- 4.2 **Rules and Procedures:** As a part of its management rights, the Employer has the right to promulgate and enforce the rules and procedures affecting its employees. Such rules and procedures shall be consistent with the express and specific terms of this Agreement. Any rule promulgated will be done with sufficient notice so that employees may reasonably be expected to be informed and have a reasonable opportunity to comply. Once promulgated, rules will be administered consistently, fairly and uniformly across the bargaining unit and through time.

- 4.3 **Minimum Terms**: This Agreement shall be deemed to state the minimum terms and conditions for employment and the Employer shall not employ any employee on terms less favorable than those stated herein. Adjustments in the compensation of individual employees may be made by the Employer either (a) to reflect competitive needs or (b) to reward outstanding professional contributions or (c) to effect the correction of inequities. The Employer shall report any compensation increases given pursuant to this paragraph to the UDMPU within ten (10) days after the decision is made to provide such compensation. The notice shall state the employee's name, present compensation, proposed adjustment in compensation, and reasoning under (a), (b), or (c) for the proposed adjustment. As to new employees only, the Employer shall notify the Union of the compensation to be paid to the new employee within ten (10) days after the compensation is agreed upon.

## **ARTICLE V:** **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- 5.1 **Academic Freedom**: The Employer and the Union recognize and acknowledge the importance of academic freedom to all employees affected by this Agreement. The term "academic freedom" as used herein shall mean the right of scholars freely to study, discuss, investigate, teach, publish and for artists, freely to create and exhibit their works of art and other creative endeavors. Academic freedom applies to both teaching and research and to professional library service. The employee is entitled to freedom in researching and teaching, subject to the appropriate performance of his/her assigned professional responsibilities.
- 5.2 **Academic Responsibility**: The standards of academic freedom must be accompanied by equally demanding standards of academic responsibility. The employee is a member of a learned profession and representative of his/her institution. When he/she speaks or writes as a private individual, he/she shall be free from institutional censorship or of discipline by the Employer, but his/her special position in the community imposes a special obligation. As a person of learning, he/she must remember that the public may judge his/her profession and his/her institution by his/her statements. Hence, when he/she speaks or writes as a private individual, he/she should make every effort to indicate that he/she is not representing the Employer. When the employee speaks or writes as a representative of the Employer, he/she should exercise professional care to be accurate and to respect the opinions of others.
- 5.3 **Equal Employment Opportunity Policy**: It is the policy of the University of Detroit Mercy to provide equal opportunity to all employees and applicants for employment. The University will not discriminate in employment on the grounds of race, color, religion, ancestry, national origin, age, sex, height, weight, marital status, sexual orientation, veteran status, medical condition or

disability. This policy applies to all terms, conditions and privileges of employment including recruitment, hiring, placement, employee development, promotion, transfer, compensation, benefits, discipline and termination. Additionally all other University programs such as training, social and recreational programs will be conducted in a non-discriminatory manner. The parties also hereby reiterate their support for the concepts of affirmative action and agree further that all allegations of discrimination or harassment shall be promptly and cooperatively addressed.

- 5.4 **Guarantee of Privacy Rights:** The private and personal life of an employee shall not, except as it impacts on his/her employment with the Employer, be within the appropriate concern or attention of the Employer. As a necessary extension, the privacy of faculty mailboxes, offices, e-mail, voice mail, faxes and phones shall be duly respected.
- 5.5 **Probationary Period:** The Employer may require each non-tenured employee to serve a probationary period. The probationary period applicable to a non-tenured employee shall be determined by his/her classification as follows:
- (a) **Faculty Members and Librarians:** The maximum probationary period for a Faculty Member or Librarian shall be six (6) contract years. For the purposes of this paragraph a contract year shall be a twelve (12) month period commencing on August 16 following the employee's original date of hire, or the date of re-employment following loss of tenure as the case may be.
  - (b) **Clinicians on a Clinical Track in the College of Health Professions:** The employer may hire employees on a clinical track in the College of Health Professions in the nursing and physician assistant programs. The maximum probationary period for a Health Professions Clinician shall be six (6) contract years. These employees shall be bargaining unit members and subject to the terms of Article III of the Collective Bargaining Agreement except as provided in this section. Such employees shall be hired pursuant to the guidelines in 5.9. Continued employment is predicated on maintaining clinical certification in the specific specialty in which they were hired and licensure mandated by the appropriate faculty of the College of Health Professions.
  - (c) **Lecturers.** The maximum probationary period for Lecturers shall be six (6) contract years. These employees shall be bargaining unit members and subject to the terms of Article III of the Collective Bargaining Agreement except as provided in this section. Upon completion of the probationary period, lecturers shall receive renewable 3 year contracts.

5.6 **Completion of Probationary Period:** The probationary period as specified in paragraph 5.5 shall be deemed successfully completed by an employee being retained in employment other than on a one-year terminal contract after the maximum probationary period specified for the employee's classification; by being granted tenure for those employees covered by 5.5 (a) above; or by being granted continuous employment for those employees covered by 5.5 (b) above at any time prior to the expiration of the probationary period; or, in the case of Lecturers being given a 3 year contract respectively. During the probationary period, an employee's employment may be terminated at the sole discretion of the Employer. In faculty/librarian cases, except in the instance of discharge for just cause, the termination of a probationary employee shall not become effective before the end of the contract year in which the termination is to occur.

5.7 **Probationary Review Process:** The Employer and Union recognize that in the academic environment the probationary period is used as an opportunity for the employee to demonstrate to the Employer both his/her value as an employee and representative of the Institution and as an academic scholar within a discipline. It is further recognized that there are circumstances which develop which make it inadvisable for the educational institution involved to offer a tenured position to the probationary employee even though the probationary employee has demonstrated excellence in his/her academic pursuits. Therefore, in order to provide guidance to the individual during the probationary period and to delineate the difference between the employee's success in filling the academic criteria requirements of the educational institution, and their prospect for tenured employment in the employee's particular department or discipline, the parties have agreed that the following procedures shall be followed during an employee's probationary period:

- (a) The Dean shall, at least once during the academic year, provide a written evaluation to the employee. The Vice President for Academic Affairs will notify the employee in writing once each year as to his/her progress towards tenure (or continuous employment in the College of Health Professions) and whether or not prospects for tenure (continuous employment in the College of Health Professions) continue within the employee's particular department, discipline, or library. The Vice President's evaluation shall comment on the employee's success or failure in meeting the University, College, School and Department/Program or Library criteria for performance in the areas of teaching, scholarly research and service. In determining progress, the Employer shall consider all relevant available information including letters from sources chosen by the employee.
- (b) Probationary employees will be evaluated and, where appropriate, probationary contracts offered according to the schedule below:

<b>Probationary Year</b>	<b>Evaluation and employment status actions</b>	<b>Employer action if the employee is not awarded tenure or continuous employment in the College of Health Professions</b>
(i) During the employee's first contract probationary year	On or before February 15 of the contract year.	Notice of termination at end of current contract or offer contract for the second probationary year.
(ii) During the employee's second probationary contract year	On or before February 15 of the contract year.	Notice of termination at end of current year or offer a contract for the third and fourth probationary years.
(iii) During the employee's third probationary contract year	Prior to the end of the third year on or before August 15	Notice of termination at the end of the fourth year or offer contract for fifth and sixth probationary years
(iv) During the employee's fourth, probationary contract year	Prior to the end of the fourth year on or before August 15	No employment status action required, may notify of termination at the end of the sixth year
(v) During the employee's fifth probationary contract year	Prior to the end of the fifth year on or before August 15	No employment status action required, may notify of termination at the end of the sixth year
(vi) During the employee's sixth probationary contract year	Prior to the end of the sixth year on or before August 15	Will offer terminal one-year contract unless the employee has been previously notified of non-renewal after the sixth year.

5.8 **Tenure and/or Promotion: Faculty and Librarians:** Application for tenure and/or promotion may be initiated by an individual faculty member/librarian. Applications are to be made according to the procedure and rules in (c) and (d) below. There are three ways for a faculty member/librarian to obtain tenure: (1) to be granted tenure by the Employer at the time of hire; (2) to complete the probationary period without being either discharged for just cause or terminated; (3) to be granted tenure pursuant to the procedure and rules in (c) and (d) below.

(a) **Criteria:** In the spirit of shared governance, criteria for promotion and/or tenure are established by the members of the Academic Unit and are available to all faculty from their Dean's office. These criteria will be applied in the decision to grant tenure or promotion. The following criteria shall be used for determining rank:

(i) **Instructor:** The criteria for the rank of Instructor are possession of a minimum of a master's degree (or equivalent) and evidence of potential for effective teaching, (including such positive acknowledgment of the effectiveness of advising as may be

available), either as attested to by those who recommend the candidate or by virtue of having successful teaching experience.

- (ii) **Assistant Professor:** The criteria for the rank of Assistant Professor are possession of the terminal degree or its equivalent (usually taken to be preparation and training comparable to the accepted doctoral program in time, continuity, professional standards and applicability to the field of specialization); teaching performance of a high order of effectiveness (including such positive acknowledgment of the effectiveness of advising as may be available); evidence indicating promise of scholarly publications and research; and service to the University, profession or community.
- (iii) **Associate Professor:** The criteria for the rank of Associate Professor in addition to the prerequisites for Assistant Professor, are three (3) years of teaching experience at the college or university level (or equivalent); teaching excellence; (including such positive acknowledgment of the effectiveness of advising as may be available); scholarly publications, research, or other professional accomplishments of merit and service to the University, the profession or the community.
- (iv) **Professor:** The criteria for the rank of Professor, in addition to those for Associate Professor, are eight (8) years of teaching experience at the college or university level (or equivalent); teaching excellence; (including such positive acknowledgment of the effectiveness of advising as may be available); scholarly publications, research or other professional accomplishments of distinction in the field; and service and leadership in the University, the profession or the community
- (v) To help the College of Health Professions hire terminally degreed faculty during the life of this new contract and, therefore, meet established criteria outlined particularly in Article 5.8(a)(i), (ii) and (iii) above, the UDMPU and the UDM agree to phase in these criteria over the length of this contract as follows:
  - (a) Persons hired into full-time faculty positions, with appropriate faculty involvement consistent with guidelines established by the MFA, without the terminal degree shall be hired into a one-year term appointment. By mutual agreement, this Term appointment may count as one year on the six-year Tenure Clock, at the end of which all non-tenured UDMPU members must apply for tenure. Should this person be considered acceptable to faculty after this one-year term appointment, s/he shall be given a second one-year

term appointment, providing s/he meets minimum criteria, including, already enrolled in a satisfactory Ph.D. program, has registered for doctoral coursework beginning no later than the start of this second one-year appointment, has demonstrated effectiveness in teaching skills and has demonstrated appropriate collegiality. This second year as a Term appointee counts as part of the Tenure Clock, and would, if the first one-year appointment was mutually agreed to be included in the six-year tenure clock, be considered year two on the tenure clock. To be hired into a tenure-track position or at the Assistant Professor rank, this person must apply for and be part of a full search for an open tenure-track position. At least 33% of new tenure-track hires must be terminally qualified at the date of hire for those beginning a tenure-track appointment beginning in year two of this collective bargaining agreement. This percentage increases to 50% for years three and four, and further increases up to 75% for the final year of this contract.

- (b) Faculty in CHP whose date of hire begins year two of this contract or later, and who is without an appropriate terminal degree, must have the terminal degree in hand by the end of the fourth year of the tenure clock. Anyone not meeting this requirement is not eligible for tenure at this institution.
- (c) Faculty whose date of hire is year one of this contract or earlier must have his/her terminal degree no later than year five of that member's tenure clock.
- (d) Both the UDMPU and the UDM agree that reducing the responsibilities of non-tenured faculty is necessary and desirable to helping these faculty complete requirements for gaining tenure. In the spirit of shared governance, these reduced responsibilities are to be mutually agreed upon by CHP faculty and the Dean of that College. This definition of reduced responsibilities is to be completed by 31 December 2008 and implemented the beginning of Term II 2008-2009 academic year.
- (vi) **Library Instructor:** The criteria for the rank of Library Instructor, are five (5) years relevant library experience (or equivalent), substantial progress toward an American Library Association (ALA) accredited master's degree in library or information science, and evidence of ability to perform effective professional library service.
- (vii) **Assistant Librarian:** The criteria for the rank of Assistant Librarian are possession of an ALA accredited master's degree in library or

information science and evidence of an ability to advance along professional lines.

- (viii) **Associate Librarian:** The criteria for the rank of Associate Librarian in addition to the prerequisites for Assistant Librarian are normally three (3) years or more of professional library service and demonstrated excellence in professional responsibilities and service to the University, the profession or the community.
- (ix) **Senior Librarian:** The criteria for the rank of Senior Librarian in addition to the prerequisites for Associate Librarian are normally a total of eight (8) years or more of professional library service, an outstanding record of achievement in professional responsibilities, significant course work past the terminal degree, demonstrated contributions in scholarly publications, and substantial service and leadership in the University, the profession or the community.
- (x) **Clinical Track Instructor:** The criteria for the rank of Clinical Track Instructor are possession of a Master's degree in discipline or related health profession (PA's - enrollment in a Master's level program), a minimum of two years clinical experience in the area of expertise, teaching experience preferred, membership in professional organization, national certification in specialty preferred (PA certification required), and licensed as a PA or RN in the state of Michigan.
- (xi) **Clinical Track Assistant Professor:** The criteria for the rank of Clinical Track Assistant Professor are possession of a Master's degree in discipline or related health profession, a minimum of five years clinical experience in the area of expertise, three years of teaching experience in baccalaureate or master's program, national certification in specialty or discipline, participation in professional organizations, and participation in scientific research and/or clinical projects.
- (xii) **Clinical Track Associate Professor:** The criteria for the rank of Clinical Track Associate Professor are possession of a Master's degree in discipline or related health profession, national certification in specialty or discipline, an ongoing record of effective clinical practice in the area of expertise, an ongoing record of effective teaching, program of scientific clinical research and publications in peer-reviewed journals, and leadership in professional, community and healthcare organizations
- (xiii) **Clinical Track Professor:** The criteria for the rank of Clinical Track Professor are possession of terminal degree in discipline or

related discipline; national certification in specialty or discipline; leadership role in clinical practice in the area of expertise; leadership role in effective teaching; leadership in interdisciplinary scientific clinical research publications in peer-reviewed research journals and presentations in national and international scientific conferences; sustained contributions to professional, community and healthcare institutions; and successful mentoring of less experienced clinical faculty and students.

- (xiv) **Lecturer:** The criteria for the rank of Lecturer are possession of a minimum of a master's degree (or equivalent) and evidence of potential for effective teaching (including such positive acknowledgment of the effectiveness of advising as may be available) either as attested to by those who recommend the candidate or by virtue of having successful teaching experience. Lecturers will teach the maximum teaching load as specified in 6.3(a)i.
  
  - (xv) **Senior Lecturer:** The criteria for the rank of Senior Lecturer are possession of a terminal degree in the discipline or related discipline; leadership role in effective teaching; a minimum of eight years of teaching experience; effective advising of students; and a record of maintaining currency in discipline. Senior Lecturers will teach the maximum teaching load as specified in 6.3(a)i.
- (b) **Tenure and/or Promotion Committees**
- (i) **Department Tenure and Promotion Committee:** In colleges/schools where the initial tenure and promotion committee is the department committee, eligibility to serve shall be determined by the department.
  
  - (ii) **College/School/Library Tenure and Promotion Committee:** This committee shall be composed of one eligible faculty member/librarian elected from each department of the academic unit or a representation determined by faculty/librarians, provided that a faculty member/librarian being considered for tenure or promotion shall be ineligible to serve on this committee. In the event a department chairperson serves, he/she would be ineligible to vote on anyone in his/her department for tenure or promotion. The committee shall elect its own chairperson.

(iii) **McNichols Tenure and Promotion Committee:** [RMC1]This committee shall be composed as follows:

- (a) Tenured faculty members/librarians shall be elected by the faculty of each of the respective academic units. The number of the members from each academic unit to be elected to the tenure and promotion committee shall be computed as follows: one for every 30 faculty members (or librarians) or fraction thereof, e.g. 1-30, 1 elected; 31-60, 2 elected; 61-90, 3 elected and provided, however, that a faculty member/librarian member being considered for tenure or promotion shall be ineligible to serve on this committee. In addition, no faculty member/librarian may serve on the academic unit Tenure and Promotion Committee and the McNichols Tenure and Promotion Committee concurrently.
- (b) The committee members shall be elected for staggered three (3) year (October 15 to October 14) terms.
- (c) The committee shall elect a chairperson from the membership by a majority vote each year to serve a one (1) year term.
- (d) The committee shall file a final report with the Vice President for Academic Affairs.
- (e) The committee shall call its own meetings and establish its own operating rules.

(c) **Tenure and/or Promotion Review Procedure:**

- (i) Each level of review in the process as outlined below shall be made independent of influence from above. Each level shall have access to all reports and recommendations from lower levels.
- (ii) Ordinarily, employees submit applications for tenure in the 6th year. However, employees who feel they are adequately prepared may apply any time after their second year of employment. Employees must submit a written tenure and/or promotion request, together with supporting reasons, to his/her department or unit Tenure and Promotion Committee with a formal notification to the appropriate Dean's office no later than October 1. The committee shall meet, confer, and vote whether to support the request for tenure and/or promotion and file a copy of its report and recommendation with the appropriate Dean's office no later than October 15.

- (iii) The department chairperson or designated person shall file his/her report and recommendation and submit it to the appropriate Dean's office no later than October 30.
- (iv) The employee's written tenure and/or promotion request, together with the reports and recommendations of any department tenure and promotion committee, and the department chairperson, shall be transferred to the committee on tenure and promotion of the employee's academic unit. The committee shall meet, confer, vote and file its report and recommendation with the appropriate Dean's office no later than December 15.
- (v) The dean of the college/school/library shall prepare a report and recommendation no later than February 1.
- (vi) The employee's written tenure and/or promotion request, together with all of the reports and recommendations referred to above, shall be transferred to the McNichols Tenure and Promotion Committee no later than February 15.
- (vii) The McNichols Tenure and Promotion Committee shall meet, confer, vote and file its report and recommendation with the Vice President for Academic Affairs no later than March 30.
- (viii) The Vice President for Academic Affairs shall consider all cases for tenure and/or promotion no later than April 15. For those in which his/her decision differs from the committee, he/she will meet with the committee for additional dialogue before a final decision is made. Notification of the final decision to grant or deny tenure and/or promotion must be given to the candidate and the Dean by April 30. Subject to the procedure described in (ix) below, the decision of the Vice President for Academic Affairs shall be final as to the particular tenure and/or promotion request and shall not be subject to the grievance procedure or arbitration. Tenure and/or promotions granted by this procedure shall become effective no later than August 16.
- (ix) In the event that the McNichols Tenure and Promotion Committee recommends that an employee receive tenure and/or promotion and that employee has been denied tenure and/or promotion by the Vice President for Academic Affairs, the employee shall have the right to object to the denial of tenure and/or promotion and shall further have the right to have such objection reviewed by the President of the University. Prior to rendering a decision the President shall confer with the chairperson of the McNichols Tenure and Promotion Committee and the Vice President for Academic

Affairs. The affected employee seeking a review of his/her denial of tenure and/or promotion shall have the right to submit a written statement to the President detailing the finding of fact, conclusions and/or procedural matters with which he/she disagrees and his/her reasons for such disagreement. The affected employee must file any objections in writing within thirty (30) days following receipt of written notification from the Vice President for Academic Affairs that tenure and/or promotion shall be denied to the individual. The President shall respond in writing to the employee within thirty (30) days of receipt of written objections. In no event shall a filing of an objection or response to such objection serve to lengthen an individual employee's period of employment with the Employer.

(d) **Tenure and/or Promotion Review Rules**

- (i) A denial of tenure in any year, except the sixth year of the employee's probationary period, shall be without prejudice to the employee or to his/her continued employment.
- (ii) An application for tenure and/or promotion may be withdrawn only by the employee requesting tenure and/or promotion. He/she unilaterally may withdraw his/her application at any stage of the review procedure. Withdrawal shall be without prejudice to applying again in a future year unless the employee is applying for tenure in the sixth year.
- (iii) In reviewing an application for tenure and/or promotion, each reviewer shall consider only the professional qualifications of the applicant.
- (iv) There shall be no quota/ratio for tenured positions or for positions subject to promotion.
- (v) In the event a timetable referred to in (c) is not complied with, the request shall automatically move to the next higher level.

- (e) **Transitional Promotion and Tenure Process for Faculty Resulting from Movement into New or Different Academic Units:** The parties recognize the impact on faculty expectations and potential changes in criteria for making promotion and/or tenure decisions resulting from a movement of faculty into new or different academic units (e.g., schools, colleges, departments). Within the framework of shared governance, both parties understand that the faculty of any newly combined or created academic unit will revisit and establish criteria for promotion and tenure to be applied within the accepted Promotion and Tenure process presently in place.

The transition period necessary to create and implement new promotion and tenure criteria for any new or restructured academic unit is agreed by the University and the Union to extend through the second September 30<sup>th</sup> after the implementation of such newly created or restructured academic unit. The purposes of this transition period are twofold: to provide an opportunity for faculty to consider and establish appropriate criteria for promotion and tenure within the context of shared governance; to maintain expectations under which faculty/librarians have been working by allowing faculty/librarians to apply for promotion or tenure to elect the criteria within which such decisions are to be made.

The “Transitional Promotion and Tenure Process” establishes the following options for faculty/librarians:

- (i) In year one of the transition period, faculty/librarians in their critical year for tenure or electing to be considered for promotion or early tenure may select as the basis for evaluation EITHER the existing criteria of the academic unit within which they have recently been placed (if such criteria are presently in effect), such evaluation being completed by members of the newly created or restructured academic unit OR the criteria of the academic unit from which they have recently left with the evaluation being made by those members who would have completed the evaluation if these changes had not been implemented.
- (ii) In year two of the transition period, faculty/librarians electing to be considered for promotion or tenure may select EITHER the criteria for evaluation and the original evaluators of the academic unit from which they have recently left, with equal input from the members of the newly created or restructured academic unit OR follow the process (including evaluators) and criteria established by the newly created or restructured academic unit faculty/librarians.

5.9 **Promotion and/or Continuing Employment for Clinical Track Faculty:** A Clinical Track faculty member is not eligible for tenure. Nothing contained in this agreement shall obligate the Employer to grant tenure to a Clinical Track faculty member regardless of the years of service.

- (a) **Appointment Protocol:** Faculty appointments to the Clinical Track are recommended by the Department Chair, approved by the Dean of the College of Health Professions, and appointed by the Vice President for Academic Affairs. Clinical track appointments are based on the following criteria:

- (i) Availability of positions on the clinical track is determined by the Dean with the approval of the Academic Vice President and is based on the needs of the respective programs. The primary role is the supervision of students and provision of clinical teaching in collaborating agencies.
  - (ii) Full-time faculty members will be assigned at the time of appointment to either the traditional tenure track or the clinical track. Faculty may negotiate with the Dean for a clinical track or a traditional tenure track appointment at any time during their employment in the College of Health Professions. Faculty may change tracks once with the Dean's recommendation. Time spent in the previous track does not accumulate as part of the probationary period. Review of qualifications by the College Promotion and Tenure Committee is needed, in addition to the Dean's recommendation for entry into the traditional tenure track and determination of level (see Promotion and Tenure Committee).
  - (iii) Clinical appointments do not lead to tenure in the traditional sense but can ultimately lead to continued employment. The University may terminate the clinician who fails to maintain the level of clinical certification in the specific specialty in which he/she was hired and licensure mandated by the appropriate faculty of the College of Health Professions. The appointment is governed by the personnel policies of the University of Detroit Mercy under the contract provisions of the UDMPU which apply to faculty appointments.
  - (iv) Faculty are appointed at the ranks of clinical track instructor, clinical track assistant professor, clinical track associate professor and clinical track professor.
  - (v) At a specified time prior to the beginning of the second academic year, the Chair/Coordinator will send the clinical track faculty a document specifying the guidelines and process for promotion within the clinical track.
- (b) **Contract:** Clinical faculty will be hired pursuant to one (1) year probationary contracts. During the probationary period an employee's employment may be terminated at the sole discretion of the employer. In all cases except in the instance of discharge for just cause, the termination of a probationary employee shall not become effective prior to the end of the contract year in which the termination is to occur. Termination and required termination notice is as specified in article 5.11. Any clinical contracts subsequent to a continuous probationary period of six years will be automatically renewed subject to article 5.11b. provided a review of the practitioner's credentials indicate that

the practitioner has maintained the level of certification in the specific specialty in which they were hired and licensure defined by the appropriate faculty of the College of Health Professions.

(c) **Review**

- (i) **First Year Review:** The first year review will be conducted by the Dean for re-appointment. The Dean will review the faculty's professional development documents with the clinical faculty member at the end of year one and will make recommendations, in writing, to the faculty member regarding strengths and areas to improve and will suggest available resources to the faculty. Non re-appointment recommendations will be made by the Dean to the Academic Vice President and communicated to the first year clinical faculty member as specified in this contract.
- (ii) **Year 2 and Beyond:** The faculty member may request promotion or the Department Chair may initiate the process. The time-line for application for promotion will be that identified in the UDMPU contract (section 5.8c).

(d) **Promotion of Clinical Track Faculty:** Clinical faculty should serve at least two years at each level before applying for promotion. Each clinical faculty member applying for promotion will be reviewed at the end of the second year by the Department Chair and the College of Health Profession's Promotion and Tenure Committee. Their recommendations will be forwarded to the Dean.

- (i) **Promotion Committee:** The College of Health Professions Promotion and Tenure Committee, elected each year by the faculty membership, will consider the portfolio presented by the faculty according to the UDMPU contract procedure (section 5.8c). When a faculty member in the clinical track comes before the committee for promotion, an additional membership of a nurse practitioner or physician assistant faculty will be elected if the membership does not include a faculty member with these credentials. This faculty member will be elected by the College of Health Professions faculty but will not be required to be tenured to serve and will be eligible to vote. Recommendations from the College of Health Professions Promotion and Tenure Committee will be forwarded to the Dean for evaluation of the portfolio. The Dean will forward all recommendations to the McNichols Tenure and Promotion Committee according to the UDMPU contract procedures.

- (ii) Criteria or Definitions for Promotion on Clinical Track are maintained in the office of the Dean of the College of Health Professions

5.10 **Lecturers:** A Lecturer is normally not eligible for tenure. Should a current Lecturer be hired into a tenure track position, all years of service as a lecturer are part of the tenure clock. Nothing contained in this agreement shall obligate the Employer to grant tenure to a Lecturer

- (a) **Number:** Initially, the Employer may hire up to 4 Lecturers. Each year the number of full-time faculty sections, as specified in 3.3, exceeds the 65% minimum, the allowable number of lecturers shall be increased by 2. This may be invoked twice during the length of this agreement so that the number of lecturers cannot exceed 8.

**(b) Contracts:**

- (i) **Probationary Period:** During the Probationary Period, the appointment and renewal of Lecturers will follow the same protocol as described in the table in 5.7
- (ii) **Sixth Year Review:** In the Lecturer's sixth year he/she will submit an application for renewal that is similar to the application for tenure described in 5.8(c) . All the provisions for 5.8(c) shall be followed, except that the successful candidate will not be awarded tenure but will granted a 3-year contract, renewable at the end of the second year.
- (iii) **Subsequent Review:** Subsequent 3 year contracts shall be renewed unless the employee is given notice of non-renewal before the end of his/her second year. In the second year of each subsequent 3 year contract the Lecturer will submit an abridged application for renewal. The first part of the process in 5.8(c) shall be followed. If after the Dean's recommendation all recommendations have been positive, the lecturer shall be renewed without additional consideration. If any of the recommendations at or before this level are negative, the application proceeds to the University Rank and Tenure Committee and continues with the same process in 5.8(c).
- (iv) **Retrenchment:** No Review shall take place if the position is discontinued as a result of program review. Notice of termination must be given before the start of the last year of the lecturer's contract. This discontinuation may occur if the faculty line is eliminated, or if it is converted to a tenure track. The Employee

shall be entitled to all the rights of laid off employees described in Article 7 below.

- (c) **Senior Lecturers.** Application for promotion to the rank of senior lecturer follows the same procedure as specified in 5.8(c). Upon such promotion the lecturer is offered a 5 year contract. This contract will automatically be renewed for another 5 years unless the senior lecturer is given notice by the end of his/her third year. A review will take place in that year, following the same procedures as in (iii) above.

Initial appointments may be made at the Senior Lecturer rank. These appointments shall be for 3-years, with subsequent contracts being 5 years. The first review shall take place in the second year, and shall follow the procedures in (iii) above.

5.11 **Termination and Notification of Non-Tenured Employees:** In the event the Employer determines that it wishes to terminate a non-tenured employee prior to the successful completion of the probationary period specified in paragraph 5.5, the employer may do so provided that it complies with the notice provisions below. In the event that termination is for just cause, the notification requirements of this section shall not apply.

- (a) A faculty member/librarian and the Employer may mutually agree to a severance pay in lieu of a final year's employment.
- (b) A faculty member/librarian who has not received a notice of termination prior to the first day of his/her seventh contract year (i.e., August 16) shall automatically receive tenure or continuous employment.
- (c) Engineering lab technicians will receive fourteen (14) days notice during their probationary period and four (4) weeks notice thereafter.

[RMC2]5.12 **Continuation of Employment:** Employees who have been granted tenure shall be continued in such employment, absent a suspension or discharge for just cause, a layoff as covered in Article VII or a resignation. A violation of Article XII may in the discretion of the Employer be considered just cause.[RMC3]

5.13 **Discipline and Discharge:** The Employer will discipline or discharge a tenured employee only for just cause. An employee shall have the right to a Union representative present at any meeting called for the purpose of discussing or implementing the discipline or discharge of the employee. The Employer will follow progressive procedures in the discipline or discharge of an employee. In implementing such progressive procedures, the Employer must notify an employee of any infraction, upon which it intends to rely in discipline or discharge, within six months of the date of its occurrence.

5.14 **Non-Tenure Track Employees:** The Employer may hire employees on a non-tenure track who shall be bargaining unit members and subject to the terms of Article III of this Collective Bargaining Agreement except as provided in this section. Such employees shall be hired for no more than four (4) academic terms during a two-year period which automatically expire without requiring any further notice. During the term of said contract, such employee may not be discharged without just cause. An individual completing this two year period can be rehired in the following year only if he/she is placed in the standard tenure or clinical track, in which case he/she shall receive credit for at least one year of service, so that he/she is effect in the second probationary contract tenure track faculty. He/she may receive, with mutual consent of the Employer and the employee, credit for the other year of service so that he/she is effectively a third probationary contract year tenure track employee. Nothing contained in this section shall obligate the Employer to grant tenure to any employee.

Any such employee who is employed during two consecutive terms shall receive benefits for a full academic year as do tenure/tenure-track employees, including health benefits and rights to off-term teaching.

5.15 **Access to Personnel Files:** Except as noted in (d) below all members of the Bargaining Unit shall have access to all materials placed in their personnel files. Files will be maintained by the college/school and/ or the Office of the Vice President for Academic Affairs. Files including employment contracts, benefits, salary and related information will be located in the Human Resources Department.

(a) **Compliance:** The Employer will maintain, administer and provide access to employee records in compliance with the Bullard-Plawecki Employee Right to Know Act of 1978.

(b) **Reviewing records:** A Bargaining Unit member must submit a written request to either the dean, the Vice President for Academic Affairs or the Human Resources Department in order to review all her/his files. The request to review all personnel files must be scheduled and the request made at least 2 working days in advance. If an on-site review at the location of the file is impossible due to employee disability, the Employer will mail copies of the requested materials. There will be a minimal charge for such copies.

(c) **Identification of Sources:** The author or preparer of all materials maintained in personnel files must be identified.

- (d) **Records Not Available for Review:** Materials used in consideration of the promotion and tenure process are confidential and will not be disclosed to the employee.
- (e) **Confidentiality of Records:** Subject to the exceptions identified below, Employee's personnel files will be kept in the strictest confidence and will be available only to the President, Dean, and Academic Vice President and their professional staffs, and professional and staff employees responsible for the administration of payroll and employee benefits.
  - (i) Nothing in this provision limits the right of an employee to provide a written waiver of confidentiality to any individual granting access to the employee's record.
  - (ii) Nothing in this provision will prohibit the University from providing the following categories of public or directory information for any purpose, at its discretion: an employee's: name, professional rank, dates of employment, information relating to courses taught, degrees held and institutions attended, areas of research and publications, business phone number, office location and office hours.
  - (iii) The President or designee may permit access to and copying of such personnel files pursuant to lawful requests or inquiries by federal or state agencies, relevant to investigations, hearings, or proceedings brought or pending before such agencies and courts.
  - (iv) The appropriate dean or Academic Vice President may grant limited access to employee personnel records to authorized representatives of accrediting agencies as required by the performance of their duties.

**ARTICLE VI:**  
**WORKLOAD AND PROFESSIONAL RESPONSIBILITIES**

6.1 **University Work Year:** The work year applicable to an employee shall be determined by his/her classification according to the following:

- (a) **Faculty Members:**
  - (i) In the College of Business Administration, Engineering and Science, Health Professions, Liberal Arts and Education, and the School of Architecture the work year for a Faculty Member shall not

exceed nine (9) months and shall be scheduled between August 16 and August 15 of the following year. In schools or colleges where the Employer does not operate a trimester program, a Faculty Member may be assigned to work Term I and Term II; or Term I, Summer I and Summer II; or Term II, Summer I and Summer II. Summer I and Summer II assignments can only be made with the consent of the faculty member involved. In schools or colleges where the Employer operates a trimester program, a Faculty Member may be assigned to any two trimesters.

- (ii) Faculty members shall be notified by the end of the sixth week of Term I as to their work assignment for Term II, and by the end of the sixth week of Term II as to their work assignment for Term III. Faculty members shall be notified by the end of the eighth week of Term II, as to their work assignment for Term I of the next academic year. Assignments will take into account training, degrees, seniority, number of preparations and previous teaching experience. In the event that anticipated courses are canceled, the faculty member may be reassigned to other courses which are assigned to be taught by non-Bargaining unit members, for which he/she is qualified and prepared.
- (b) **Librarians:** The work year for Librarians shall be no more than ten (10) months scheduled between August 16 and August 15 of the following year, in accordance with library policies developed in the spirit of shared governance.
- (c) **Engineering Laboratory Technicians** The work year for Engineering Laboratory Technicians shall be twelve (12) months with time off as provided in paragraphs 9.14, "Holidays for Engineering Laboratory Technicians"; and 9.15, "Vacation for Engineering Laboratory Technicians."

6.2 **Professional Responsibilities:** The Employer may assign professional responsibilities to its employees as required for their varied roles in providing services to the institution in the areas of undergraduate, graduate and professional instruction, research and service. The general responsibilities listed below for each classification may be assigned to an employee holding such classification. Any individual employee may be assigned such professional responsibilities listed for his/her classification as is consistent with his/her overall assignment and as limited by paragraph 6.3. Responsibilities applicable to each classification are as follows:

- (a) **Faculty Members:** The normal faculty responsibilities include the teaching of classes, advising and consultation with students, timely evaluation and grading of student work, research necessary to support

quality instruction and participation in a number of University, College, and Departmental service functions. In some colleges and schools, service may be part of the normal faculty responsibilities. Faculty responsibilities include the following:

- (i) **Teach and Instruct:** To teach and/or provide instructional support in a variety of manners and pedagogical settings. Such teaching or instructional support shall include the professional development of those giving the instruction; independent study to improve teaching; keeping abreast of current trends in an individual faculty member's academic profession. The faculty member shall also be responsible under the direction and guidance of the appropriate representative of the Employer for the content and structure of departmental programs. Departmental faculty members shall be responsible for course content, methods and materials consistent with program definition, provided, however, that nothing contained herein shall in any way be construed so as to limit the Employer's final authority to determine the nature, kind and number of its academic programs or to limit the Employer's authority to terminate or institute any particular academic program, nor be in conflict with Section 5.1 of this Agreement.
- (ii) **Classes:** To meet all regularly scheduled classes and laboratories assigned. It is expected that when faculty members are unable to meet regularly scheduled classes because of illness, family emergencies or other circumstances beyond their control, they will notify their dean's office at the earliest opportunity. When faculty members are unable to meet regularly scheduled classes or laboratories for other reasons, they shall do so only with the consent of the Dean and they will make reasonable efforts to see that such sessions are covered by colleagues or that make-up sessions are offered to students.
- (iii) **Class Schedules:** Classes should be conducted in a manner consistent with the policies, schedules and deadlines established and published by the appropriate administrative offices. Changes in the scheduled classroom and/or class meeting times must be approved by the Dean and the Registrar.
- (iv) **Advising:** Faculty will assist assigned student advisees with course selections, verifying that selections are consistent with curricular requirements, prerequisites and the student's personal or career objectives; provide counseling on mid-term grades, including an exploration of causes underlying academic problems and possible remedies; offer counseling or referral of students on University-related programs, career paths and alternatives; offer

advice, guidance or referral, when appropriate, on University policies and procedures. Faculty members shall have the right to review the academic files of students in their classes or whom they advise.

- (v) **Consultation:** Faculty will assist students enrolled in courses they teach providing clarification of material or assignments, directing students to supplemental readings or resources and other activities related to the course being taught. This responsibility does not include any special obligations to students who have missed class sessions without reasonable and acceptable explanations.
  - (vi) **Scholarly Research:** Faculty will engage in a wide variety of research activities. At a minimum, faculty should keep abreast of current developments in their fields. Faculty may undertake more extensive research projects which will have an impact on their availability for teaching. The conditions under which this may be so are detailed in 6.3(a)(ii)(a).
  - (vii) **Tutorial:** Faculty may be called upon to direct/supervise dissertation and thesis projects; serve on review committees; offer directed readings or projects; supervise students enrolled in off-campus placements or experiences when such placements are part of a recognized academic program; supervise teaching fellows, lab assistants, etc.
  - (viii) **University Service:** Faculty are expected to play an active part in the life of the University and render such services as are reasonable and necessary. Such services include participation in departmental, college and University committees, commencement, student activities and convocations. Faculty may in some instances be asked to serve in administrative, or quasi-administrative capacities as department chairs, program coordinators or directors, Assistant to the College Dean, etc. Faculty may also be of assistance in fund raising and recruitment.
- (b) **Librarians:** Librarians shall have the responsibility of developing, maintaining, and evaluating collections of materials (in both physical and virtual forms) to fulfill the university's curriculum and research needs, as well as teaching and assisting in the effective use of these collections; and developing, evaluating, and implementing in the effective use of these collections; and developing, evaluating, and implementing library programs and policies.

- (i) **Reference Librarian:** The Reference Librarian's basic responsibilities include providing reference services to library users, collection development, and instruction. Reference Librarians assigned as librarian consultants to academic departments maintain communication with their assigned departments regarding changes and enhancements to library services and consult with them to better develop, maintain, and evaluate library collections in all formats. As information delivery systems change Reference Librarians are responsible for keeping abreast of new technologies in order to keep portal pages current and provide online reference service and instruction in areas of expertise or assignment.
  
- (ii) **Cataloging Librarian:** The Cataloging Librarian's primary responsibilities include cataloging, classifying, and assigning subjects to materials (in both physical and virtual forms) in accordance with current local, national and international standards; constructing and maintaining authority records and files to support and maintain the University's online catalog on local and national databases; and interpreting changes in cataloging rules. Cataloging Librarians assigned as librarian consultants to academic departments maintain communication with their assigned departments regarding changes and enhancement to library services and consult with them to better develop, maintain, and evaluate library collections in all formats. As information delivery systems change Cataloging Librarians are responsible for keeping abreast of new technologies in order to keep portal pages current.
  
- (iii) **Acquisitions and Archive Collection Management Librarian:** The Acquisitions and Archive Collection Management Librarian is responsible for managing daily acquisition department functions that include ordering materials in diverse formats, payment, serials and binding services and evaluating and organizing materials for the university archives. As information delivery systems change, Acquisition and Archive Collection Management Librarian is responsible for keep abreast of new technologies in order to assist in the development of digital projects and portal page assignments.
  
- (iv) **University Service (All Classifications):** Librarians are expected to play an active part in the life of the University and render such services as are reasonable and necessary. Such services include participation in library and University committees, commencement and student activities. Librarians may, in some instances be asked to serve in administrative, or quasi-administrative capacities as department heads. In cases where librarians are willing and able, they may also be of assistance in fund raising and recruitment.

- (c) Engineering Laboratory Technicians
  - (i) To repair equipment as required by their college; to fabricate equipment and apparatus for student and faculty projects.
  - (ii) To maintain supplies and repair parts for their college; to acquire supplies and materials.
  - (iii) To assist faculty in conducting research projects by operating instructional and research equipment; to instruct and supervise others in the operation of such equipment; to assist in laboratory set ups.
  - (iv) To operate University vehicles when required.

6.3 **Workload:** An employee may be assigned any combination of the professional responsibilities specified for his/her classification in paragraph 6.2 which is consistent with the provisions and workload limitations specified herein.

- (a) **Faculty Members:** The Union and the Employer recognize a uniform, standard workload has little or no meaning for faculty members; reason must supersede narrowly defined standard workloads. Actual workloads are affected by, among other things, the instructional and evaluation methods employed, courses being taught, extent and nature of preparations required, number of students enrolled, prior experience of the faculty member, and commitments to research, advising and University service. Whenever possible, workloads assigned should be the products of a mutual agreement between the faculty member and the University. In those cases where the assigned workload is believed to be excessive, the faculty member should perform the duties so assigned and pursue the grievance procedures outlined in Article VIII of this Agreement or the alternative option listed in paragraph 6.4.

An employee will be assigned any combination of the responsibilities specified for his/her classification in paragraph 6.2 which is consistent with the provisions and workload limitations specified herein. Nothing in this paragraph is intended to limit the right of faculty to voluntarily assume responsibilities beyond the stated maximum.

- (i) **Maximum Teaching Load:** Faculty members may be assigned to a maximum of twenty-four (24) credit hours of teaching per year. Faculty members may not be assigned more than twelve (12) credit hours, nor more than four (4) courses, nor more than three (3) different preparations in any single term; in Architecture, the maximum assigned teaching load per term is one of the following:

1. One design studio and one lecture course; 2. One design studio and one communication studio; 3. Two communication studios.

Faculty members teaching the maximum teaching load defined in 6.3(a)(i) or more than ten (10) credit hours or more than three (3) courses per term will only be required to advise and consult with students during scheduled office hours, shall be responsible for such research as defined in 6.2(a)(vi), participate in required departmental functions and activities and regular meetings of college faculty during terms in which they teach excluding Spring and Christmas breaks. Faculty members are required to maintain a reasonable number of scheduled office hours per week for the purpose of consulting and advising with students. The schedule of hours will be communicated at the beginning of each term to the students, department, and the Dean. All faculty members are expected to participate in Registration and Pre-Registration during the terms they are teaching. Anyone whose academic year assignment includes Term II is expected to attend commencement. The Union and the Employer recognize that faculty responsibilities in the area of course preparation, evaluation and grading are frequently accomplished in places other than the faculty member's office and that such responsibilities are nonetheless part of a faculty member's teaching load.

In the event that a class must be canceled because of low enrollment, the faculty member may be required to render alternative professional services as defined in paragraph 6.2 during the term in which the canceled course was scheduled.

Faculty members rendering additional teaching beyond the maximum load shall be entitled to overload compensation. Overload compensation shall be in such amounts as are mutually agreed upon by the Employer and the faculty member at the time of the assignment but shall not be less than the minimum compensation for overload assignments set in paragraph 9.6. Faculty members performing bargaining unit work may accept up to six (6) hours of overload. Additional overload hours can be performed only upon the mutual agreement of the faculty member and Dean.

- (ii) **Alternatives to the Maximum Teaching Load** The maximum teaching load will be reduced by mutual agreement with the Dean in consideration of any of the following factors:

- (a) Major research for which the faculty member will be held accountable to the Employer in matters of tenure or

promotion or for which the faculty member's salary is externally supported or which will result in scholarly publication as approved by the Dean and Vice President for Academic Affairs or on-going projects which have established a pattern of productivity and/or publication

- (b) Administrative services as a Department Chair, program director or coordinator
- (c) Agreement to teach in Summer I or Summer II session without additional compensation.]
- (d) Agreement to pursue additional education and/or training designed to prepare faculty to teach in new disciplines, new programs, new courses or areas within their current discipline.
- (e) A bargaining unit member serving as the President, Grievance Officer, or Contract Maintenance Officer of the Union is entitled to a one (1) course reduction for Terms I and II based on substantial involvement. The bargaining unit member chiefly responsible for negotiations is entitled to a one (1) course reduction during the period of negotiations. Grievances or overload claims for workload adjustments are prohibited under this section if the Union reassigns the President, Grievance Officer, Contract Maintenance Officer or Chief Negotiator. It is further agreed that negotiating sessions will be scheduled so as not to interfere with the workload responsibilities assigned by the Employer to the faculty members on the Union negotiating team.

(iii) **Adjustment of Teaching Load:** The maximum teaching load as defined in 6.3(a)(i) over any two (2) terms will also be reduced by mutual agreement with the Dean, in consideration of programmatic needs and the following factors, provided, that such assigned activities shall not exceed eight (8) hours per week. Activities assigned to those areas although they may be in addition to must not be in conflict with commitments under 6.3(a)(ii)(a-e) above.

- (a) Substantial commitments to University Service, as described in 6.2, assigned by the Dean or Vice President for Academic Affairs.

- (b) Thesis and dissertation activities and student projects as described in 6.2.
- (c) Community service in cases where faculty provide such service.

In no event shall assignments within this Article be excessive, e.g., teaching load more than twenty (20) hours over two (2) terms and an assignment as defined in (ii) (a) through (e) and an assignment as defined in iii (a) through (c) in excess of eight (8) hours per week and provided these assignments are not in conflict. In determining excessive workload, consideration shall be given to the unusual nature of laboratory instruction.

- (iv) **Reduction of Teaching Load:** The parties have agreed that it would be desirable to make available to the employee the possibility of carrying less than a full teaching load in exchange for reduced compensation. Therefore, the Employer is authorized to negotiate with individual employees with regard to the terms and conditions under which such a reduced load assignment may be undertaken as follows:

- (a) The terms and conditions of such assignment may be as agreed between the Employer and the employee, provided, however, that all such agreements must require that the Employer fully pay all benefits for such employee as required under the collective Bargaining Agreement. The Employer will not be required to pay more for medical insurance for the employee with reduced workload than it would have had to pay for a full-time employee in the same medical insurance category.
- (b) Employees who undertake such reduced workload assignments shall not be considered part-time employees for any purpose under the Collective Bargaining Agreement.
- (c) Neither the Employer nor any employee may be required to enter into a reduced compensation agreement.
- (d) An employee shall have the right to be represented by a UDMPU representative in any negotiations regarding a reduced compensation agreement.

- (v) **Saturday Assignment for Faculty:** Recognizing that Saturday classes provide an important opportunity for non-traditional students to reduce the time required to complete their current degree at the University of Detroit Mercy, the administration and the UDMPU agree that it is equally important that Saturday classes be

staffed with an appropriate mixture of regular and adjunct faculty. To ensure equity, consistent with individual expertise and preference, assignments for Saturday classes will be made as follows:

- (a) If other alternatives exist, no faculty member will be assigned Saturday classes in successive terms.
  - (b) The assignment of Saturday classes will be rotated among members of a given discipline on a seniority basis.
  - (c) In the event only one faculty member is qualified to teach a given course, either the course will not be scheduled regularly on Saturday or qualified adjunct faculty will be assigned consistent with above.
  - (d) Nothing in this agreement precludes faculty members from teaching Saturday classes in successive terms if they elect to do so.
- (vi) **Verification of Workload:** At the request of the Employer, each faculty member shall annually submit a report describing the previous year's workload and planned activities in the subsequent year. For tenured employees and continuously employed clinical faculty, the report must be submitted by October 15. For probationary employees in their first or second year, the report must be submitted no later than January 15. For probationary employees in their third through fifth year, the report must be submitted no later than May 15. The general configuration of the assignment shall be agreed to, in writing, by both the faculty member and the Employer.
- (b) **Librarians:** Except as provided in (i) below, the workload for Librarians shall be 37.5 hours per week spread over not more than five (5) work days. In the event a Librarian is required to work more than 37.5 hours or more than five (5) days in any work week or is required to work on a University holiday, the Librarian shall be granted compensatory time off or pay (as mutually agreed by the employee and employer) at the rate of 1.5 times the overtime worked. Any librarian working Easter weekend and who elects compensatory time off will receive double time. It is not anticipated that the Librarians will be assigned to work over the Thanksgiving weekend or during Christmas week. Before assigning Librarians to either period, the Employer agrees to hold discussions with the Union over appropriate compensations levels. Compensatory time off shall be taken at a time mutually convenient to the employer and employee.

- (i) Librarians have the right of first refusal, based on seniority, to regular part time librarian work before it is offered to employees outside the Bargaining Unit provided that they are able to make the schedule commitment for the extent of the semester's work being offered. Work accepted and compensated under this provision is excepted from the day, hour and compensatory time provisions of 6.3 (b) above. Compensation for such work will be at the rate of \$12.50 per hour. Before anyone outside the bargaining unit is offered the assignment at higher compensation than that first refused by an employee, it must be offered again at higher compensation to bargaining unit members in order of seniority.
  - (ii) At the request of the Employer, each librarian shall annually submit a report describing the previous year's continuing education, professional development, research scholarship, and service activities. For tenured employees, the report must be submitted by October 15. For probationary employees in their first or second year, the report must be submitted no later than January 15. For probationary employees in their third through fifth year, the report must be submitted no later than May 15.
  - (iii) A librarian serving as President, Grievance Officer, or Contract Maintenance Officer of the Union, is entitled to 25% released time for Terms I and II based on substantial involvement. The bargaining unit member chiefly responsible for negotiations is entitled to 25% release time during contract negotiation. A Librarian teaching a credit course, in addition to their normal library responsibilities is entitled to an overload stipend as defined in paragraph 9.6.
- (c) **Engineering Laboratory Technicians:**
- (i) **Normal Work Day:** A normal work day shall be eight (8) work hours excluding meal periods.
  - (ii) **Normal Work Week:** A normal work week shall be five (5) consecutive work days.
  - (iii) **Work Obligation.** The employee, unless he/she has a reasonable and valid excuse, will work:
    - (a) The time assigned to him/her as a normal work day or work week; and

- (b) Such overtime as the Employer may reasonably require. Any hours worked in excess of forty hours within a work week shall be compensated at the rate of time and one half.

6.4 **Workload Disputes:** When a bargaining unit member believes his/her assignment to be excessive, unfair or inappropriate, the member may elect to follow the grievance procedure outlined in Article VIII or request that the University Workload Committee resolve the issue. The University Workload Committee will transmit its decision to the appropriate administrator, faculty person and the Union within forty (40) working days.

The University Workload Committee shall be convened as needed to review such issues and their decision shall be final and binding on the parties. The University Workload Committee shall consist of five (5) members to be selected as follows:

The Chair of the McNichols Tenure and Promotion Committee shall select two (2) people from a slate at least five (5) presented by the Vice President for Academic Affairs.

The Chair of the McNichols Tenure and Promotion Committee shall also select a member of the Law faculty from a slate of at least three (3) tenured faculty presented by the Dean of the Law School.

The Vice President for Academic Affairs shall select two (2) people from a slate of at least five (5) presented by the McNichols Tenure and Promotion Committee.

6.5 **Outside Work:** It is recognized that many of the activities in which faculty engage, e.g. consultation, lecturing, research, or teaching contribute to their professional growth and material well being. However, the University is the primary place of employment and outside employment shall not interfere with the work responsibilities of the faculty as set forth in this agreement. Such outside work must be lawful, and must not cast any aspersions on the Employer. No supplies or services owned or provided by the Employer shall be used in conjunction with such outside work.

## **ARTICLE VII** **LAYOFF AND RECALL**

7.1 **Preamble:** The Employer and the Union recognize the necessary relationship between tenure and job security and, therefore, required reductions in faculty will normally be accomplished by attrition of employees through retirement, voluntary termination of employment, and the non-tenuring of probationary employees. However, in cases where further reduction are required the

parties agree to provide a fair and orderly procedure for layoff. The decision to effect a layoff shall not be grievable; violations of process, however, are grievable.

7.2 **Definition:** Layoff shall be defined as the cessation of the active employment of any bargaining unit member during the term of any appointment resulting from program review or financial exigency. Layoffs may take place in the following circumstances:

- (a) When a program is eliminated as a result of the program review process of shared governance.
- (b) When a *bona fide* financial exigency exists:
  - (i) At least sixty (60) days notice of the possibility of declaring financial exigency shall be given to the Union, and
  - (ii) The Employer and the Union shall meet to review the basis for declaring financial exigency.

Bargaining unit members who are laid off have specific rights and privileges. These rights and privileges are specified in this Article and are different from the rights of active employees, employees on leave, and employees who are terminated. The termination, cessation or interruption of active employment for reasons other than layoff are not subject to the provisions of this Article.

7.3 **Exploration of Alternatives to Layoff:** When a layoff is being considered the Union and the affected departments or similar units shall have an opportunity to recommend alternatives to such anticipated action. The Employer agrees to give serious consideration to recommendations of alternatives and discuss those in the Executive Liaison Committee defined in 13.7. Alternatives to layoffs of individual faculty members shall include but are not limited to:

- Encouraging voluntary separation or reduced load per Article VI (3)(a)(iv)
- Reassigning of Bargaining Unit member other than those subject to layoff.
- Utilizing alternate term appointments (i.e. Term I and III)
- Assigning faculty to two or more programs.
- Keeping open a vacancy created by retirement, resignation, or some other form of actual or anticipated attrition.
- Eliminating additional appointments of non-tenure track faculty.
- Eliminating non-tenured track positions in a department.

- Reconsidering assignment of graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.
- Converting current graduate assistantships positions to faculty positions.
- Offering phased retirements to eligible faculty.

7,4 **Order of Layoff.**

(a) Layoffs shall be in the following order:

- (i) Part time faculty, other non- bargaining unit faculty and graduate assistants.
- (ii) Visiting faculty members on term appointments.
- (iii) Faculty members on full-time non-tenure track appointments.
- (iv) Probationary clinical track faculty and probationary lectures in inverse order of years of seniority.
- (v) Probationary faculty, lecturers and senior lecturers, in inverse order of years of seniority.
- (vi) Non-probationary lecturers and senior lecturers in inverse order of years of seniority.
- (vii) Continuously employed clinical track faculty in inverse order of years of seniority.
- (viii) Tenured faculty members in inverse order of years of seniority.

When two or more faculty members in (iv) through (viii) above have the same years of seniority, the faculty member with the lesser rank shall be the first to be laid off.

When two or more faculty members in (iv) through (viii) above have the same years of seniority and the same rank, the appropriate Dean shall determine which shall be the first to be laid off based on the operating needs of the department or similar unit. This decision shall not be grievable.

(b) **Determining Seniority:**

- (i) For the purpose of determining years of seniority of employees, continuous prior service at the pre-consolidation components on a full time, term or tenure track faculty appointment will be counted unless otherwise agreed to by the employee, the Employer and the Union.
- (ii) For purposes of employment security only, a faculty member's seniority rights shall not be confined to the particular academic unit to which the faculty member is currently assigned. The exercise of seniority rights in a discipline may require joint appointments of the faculty member in more than one academic department and/or college or school.

7.5 **Notice.**

- (a) **Sixty (60) days Notice:** The Employer shall inform the Union in writing 60 days prior to the issuance of individual layoff notices.
- (b) **Individual Notice** minimum notice or pay in lieu of notice to the extent that any notice is less than the stated minimum:
  - (i) Faculty Members and Librarians:
    - (a) During the first contract year - Ninety (90) days notice.
    - (b) During the second contract year - 180 days notice.
    - (c) During the third and subsequent contract years - 210 days notice.
    - (d) Tenured or continuously employed Faculty Members -280 days notice.
  - (ii) Engineering and Laboratory Technicians - Fourteen (14) days notice during the first year. Four weeks thereafter.
- (c) Notice of layoff shall be sent by certified mail and shall contain an explanation of the reasons for layoff.

7.6 **Special Consideration:** Prior to the effective date of layoff and for a period of three (3) years following the effective date of layoff, the Employer shall give special consideration to bargaining unit members who have been notified of pending layoff or who have been laid off, provided that a suitable vacant position is available for which the bargaining unit member is qualified. The procedures for special considerations shall be as follows:

- (a) The Employer will at least once a year notify each bargaining unit member who is entitled to special consideration of either vacant bargaining unit positions or those expected to be vacant as a result of retirement or resignation. To facilitate communications concerning this notification of vacancies, it shall be the bargaining unit member's responsibility to ensure that the University's Academic Affairs office and Human Resources office records reflect the bargaining unit member's current address. The Employer's obligation to notify of vacancies under this provision shall be satisfied by sending a certified letter to the last address of record.
- (b) Special consideration shall be defined as meaning that applications submitted by bargaining unit members entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, the bargaining unit member must submit the application within fifteen (15) days after the letter has been sent and must specify in the application that the application is submitted in accordance with the special considerations procedure.
- (c) Grievances shall be limited to procedural issues of: (i) whether notice of vacancies was given as provided and (ii) whether special consideration was given.

7.7 **Recall:** Recall offers pursuant to this section shall be made to eligible persons in inverse order of layoff, for a period of three (3) years. This offer shall be made prior to any announcement or notice of vacancy. The term "same position" shall mean a position in the same department or unit equivalent in its content, duties, responsibilities, requirements and obligations to that held by the employee at the time of layoff.

To facilitate communication concerning recall, it shall be the Bargaining Unit member's responsibility to ensure that the University's Academic Affairs office and Human Resources office records reflect the faculty member's current address.

Any such recall offer received by certified letter must be accepted within fifteen (15) working days of the date the offer is received.

## 7.8 **Bargaining Unit Members Rights.**

- (a) In the event a recall offer under section 7.7 is accepted, the faculty member, upon commencement of active employment, shall receive the following benefits:
  - (i) Incremented base salary as if employment had been continuous.

- (ii) The same rank and appointment status held before layoff.
  - (iii) The same continuous seniority for purposes of layoff as held on the date of layoff.
  - (iv) Years of service for promotion and tenure decisions as held upon date of layoff.
- (b) A person on layoff status whose recall rights as provided herein have not expired shall have the right under COBRA to continue their group health coverage, but are required to pay the full monthly cost of the health care at the rate of 102%.

7.9 **Privileges of Laid Off Employees.** Employees who are laid off and who are not employed by any other employer having similar benefits shall, during their recall eligibility period or the period specified herein, whichever is longer, be eligible for the following:

- (a) Tuition grant benefits available to the employee's spouse and dependent children pursuant to section 9.14 shall remain available until completion of the academic program selected, provided that the admission requirements for the program have been met and the program has begun not later than the end of the employee's recall eligibility period.
- (b) In the event there is part-time employment available in an academic unit or department where a layoff is in effect it shall first be offered to laid off employees, in order of seniority who can competently perform the professional responsibilities required by such available assignment. In the event there is no employee so qualified, then the assignment may be given to any other person.
- (c) A laid off employee is entitled to full tuition and fees for all under-graduate courses, and also for all graduate courses in programs leading to M.A., M.S., M.B.A., or J.D. (the grant for the J.D. degree is on a space available basis) degrees, until completion of the program, provided that the employee has met the admission requirements for the program and has begun the program no later than the end of his/her recall eligibility period.
- (d) Continuation of full employee privileges.
- (e) During the recall eligibility period, up to 5% of a bargaining unit member's salary at the time of layoff shall be made available to the

bargaining unit member each year for local documented retraining expenses.

## **ARTICLE VIII:** **GRIEVANCE PROCEDURE**

- 8.1 **Construction:** Nothing contained in this Article shall be construed so as to prevent an informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved, whenever possible, before filing a formal grievance. If, prior to seeking a resolution of a dispute by filing a grievance hereunder, or while the grievance is being processed, an employee seeks resolution of the matter in any other forum whether administrative or judicial, the Employer shall have no obligation to continue to process the grievance and it shall not thereafter be subject to the grievance procedure established in this Article. Further, the Employer's response to a recommendation of a hearing officer or other individual or body having appropriate jurisdiction in any other forum shall not be grievable under this Article. During both the informal procedure herein described and the formal procedures specified in paragraph 8.3 through 8.6 an employee shall have the right to have Union representation present when discussing his/her grievance with the Employer.
- 8.2 **Scope:** Any adjustment to a grievance as stated in this Article shall be the exclusive remedy for an alleged breach of this Agreement by the Employer. Any individual employee or group of employees, other than the Union, may present a grievance to the Employer and have it adjusted so long as such adjustment is consistent with the terms of this Agreement and the Union has had an opportunity to be present at such adjustment. Times for hearings and meetings shall be set by mutual agreement of the parties and specific timelines can be extended at every stage of the process through mutual agreement. Failure of either party to abide by the time limits shall result in the automatic advance of the grievance to the next level, except that failure of the Union to notify the Employer that it wishes to appeal a Step Two answer to arbitration within thirty (30) business days after receipt of the Step Two answer shall result in the grievance being settled on the basis of the Employer's Step Two answer and the arbitration shall be barred. No reduction in compensation shall occur for any employee as a result of this participation in any grievance proceedings. No employee shall be disciplined for participation in the grievance procedure.
- 8.3 **Initiation:** A grievance shall be initiated by serving a written notice of it on the Office of the Academic Vice President within forty (40) business days after the occurrence of the facts upon which it is based or within forty (40) business days after the employee knew or through the exercise of reasonable diligence should have known of the occurrence of the facts on which it is based. Such notice shall state the facts upon which the grievance is based, the contractual

basis for the grievance and specify the remedy sought. Attempts at informal resolution are encouraged, and the time limit for filing a formal grievance can be extended by mutual consent of the grievant, UDMPU and the Employer up to forty (40) business days.

- 8.4 **Step One:** The Employer's Contract Maintenance Officer shall discuss the grievance with the grievant party and/or representative. The Step One meeting shall be completed within seven (7) business days after the grievance is filed. Within ten (10) business days after the Step One meeting, the Employer shall provide the Union and the grievant, if other than the Union, with a written answer to the grievance.
- 8.5 **Step Two:** If the UDMPU or the grievant is not satisfied with the Employer's Step One answer to a grievance, it may be appealed to Step Two by filing a written Notice of Appeal with the Office of the Academic Vice President within ten (10) business days after the filing of the Step One answer. Following such appeal a Step Two hearing shall be scheduled by the Employer with the Academic Vice President and shall be completed within ten (10) business days after the receipt of a Notice of Appeal from the Step One answer. The Employer shall provide the Union and the grievant, if other than the Union, with a written answer to Step Two within ten (10) business days after the completion of the Step Two hearing.
- 8.6 **Arbitration:** If the UDMPU is not satisfied with the Employer's Step Two answer, it may, within thirty (30) business days of the filing of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration shall be perfected by giving written notice of such appeal to the American Arbitration Association with simultaneous written notice to the Employer within the thirty (30) business day time limit specified herein. Upon receipt of the required notice of arbitration the Employer and the Union shall confer and attempt to agree upon the selection of an arbitrator and a procedural format for the arbitration proceedings. The procedural format shall be (a) the American Arbitration Association rules for voluntary labor arbitration or (b) the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree, within thirty (30) business days from the date the notice of appeal to arbitration was filed, as to the procedural format to be followed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. If the parties are unable to agree upon an arbitrator within said thirty (30) business day period, the arbitrator shall be selected according to the procedural format determined applicable to the grievance.
- 8.7 **Arbitrator's Decision and Compensation:** The arbitrator will render his/her decision in writing within thirty (30) business days. Any decision so rendered will be final and binding on the parties, and may be enforced in any court of

competent jurisdiction. The Employer and the Union will bear their own expenses individually and share the arbitrator's fee and expenses equally.

- 8.8 **Limitation of Arbitrator's Authority:** The following are excluded from the grievance procedure established by this Article: (a) violation of paragraph 12.1 and 12.2, except as provided therein, (b) negotiations for a new or a mandatory agreement. Further, the arbitrator will have no authority to (i) add to, subtract from or in any way modify this Agreement, (ii) substitute his/her discretion or judgment for the Employer's discretion or judgment with respect to any matter this agreement consigns to the Employer's discretion or judgment, (iii) interpret any policy, practice or rule except as necessary in interpreting or applying this Agreement, (iv) formulate or add any new policy or rule, (v) establish any new rank or classification, (vi) pass upon the appropriateness of any promotion in rank or denial of such promotion, and (vii) confer tenure on any employee.
- 8.9 **Jurisdictional Questions:** In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/her jurisdiction. In his/her decision the arbitrator shall first rule upon the jurisdictional issues and if he/she determines that he/she has no jurisdiction he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

**ARTICLE IX:**  
**COMPENSATION**

9.1 **Minimum Salaries: Employee Represented by the Bargaining Unit:** The salaries of employees hired after May 16 1, 2008 shall not be less than the minimum salaries. Nothing in this paragraph shall prohibit the Employer from offering a salary in excess of the minimum salary nor shall any employee's salary be reduced as a result of this paragraph.

	<b><u>Faculty:</u></b>	<b><u>Library:</u></b>
Instructor	\$28,000	\$28,000
Assistant Professor	\$32,000	\$32,000
Associate Professor	\$40,000	\$40,000
Professor	\$50,000	\$50,000
Lecturer	\$28,000	
Senior Lecturer	\$32,000	
Engineering Laboratory Technicians	\$20,500	

9.2 **Equity and across-the-board Salary Adjustments:** The salary adjustments described below replace any adjustment indicated by the previous contract. An individual letter will be sent to each UDMPU member indicating his/her salary including any external equity and across-the-board increases that will take effect in accordance with (a) and (b) below. These salary adjustments are not subject to review, modification or grievance. In the instance of a clerical error, however, it will be corrected in the earliest possible pay period after the error has been verified and resolved.

(a) **Across-the-board Salary Adjustments:** All salary adjustments shall apply only to those persons employed by the Employer in a position covered by this Agreement prior to 30 June of the previous academic year. For the 2008-2009 academic year, the salary adjustment shall be determined by taking the employee's base annual salary and increasing it by 3% effective 16 August 2008. This shall be reflected beginning the first pay period of calendar year 2009. All subsequent salary adjustments shall be reflected beginning the first pay period of the academic year. Salary adjustments for the 2009-2010 academic year shall be determined by taking the employee's base annual salary

and increasing it by 3% effective 16 August 2009. Salary adjustments for the 2010-2011 academic year shall be determined by taking the employee's base annual salary and increasing it by 3% effective 16 August 2010. Salary adjustments for the 2011-2012 academic year shall be determined by taking the employee's base annual salary and increasing it by 3.5% effective 16 August 2011. Salary adjustments for the 2012-2013 academic year shall be determined by taking the employee's base annual salary and increasing it by 4% effective 16 August 2012.

(b) **Equity Adjustments:** The administration and the UDMPU are committed over time to formulating a salary scale for UDMPU faculty/librarians consistent with or higher than the average external compensation based on discipline, rank, tenure and seniority. The total equity pool available for distribution is \$450,000. The parties agree that pursuant to the completion of an external equity study to be conducted by 31 July 2010, up to \$150,000 of the equity pool is to be distributed in each of years three, four and five, and to be effective 16 August 2010, 16 August 2011 and 16 August 2012 for each eligible bargaining unit member according to the compensation methodology agreed upon by the parties. These salary adjustments are not subject to review, modification or grievance. In the instance of a clerical error, however, it will be corrected in the earliest possible pay period after the error has been verified and resolved. To be eligible for this adjustment, the employee must have been employed in a position covered by this Agreement as of 30 June 2008 and must be in this position on the effective date of distribution. Agreed upon criteria for this and future Compensation Equity Studies include:

- i. Mission – defined as Jesuit and Mercy institutions participating in the most recent CUPA survey.
- ii. Carnegie Classification – defined as institutions with identical Carnegie Classification participating in the most recent CUPA survey.
- iii. Type – defined as private institutions that participated in the most recent CUPA survey.
- iv. Competition – defined as competing Midwest (Michigan, Ohio, Indiana, Illinois, Wisconsin) institutions included in the most current FAFSA cross application report.
- v. Financial – defined as institutions with a similar bond rating participating in the most recent CUPA survey.

Each criterion shall have a weight of 20%.

- 9.3 **Salary Adjustments for Promotions:** An employee who holds the classification of instructor, and above, library instructor and above, who receives a promotion in rank shall have his/her base annual salary increased by 15% on the effective date of the promotion. For all promotions, regardless of rank, the adjusted salary shall not be less than the minimum for the new rank as stated in paragraph 9.1.
- 9.4 **Chairperson/Area Coordinator Salary for Additional Service:** The UDMPU and the UDM agree that Department/Program Chairs who have the same or similar responsibilities should be given the same compensation for this administrative activity. Chairs with increased responsibilities are compensated at a higher level. Two basic levels of compensation for Chairs are developed, with the application of the following formula determining which of those levels applies to each Chair. Flexibility is included to apply both qualitative and quantitative factors including: number of full-time Faculty; number of Degree Programs; number of course sections in the Fall semester of each year; qualitative factors of extent of multi-disciplinary interactions, on-going accreditation related concerns, extensiveness of community relations, interactions with other University units and market exigencies. In departments in which the Employer operates a trimester program, the number of courses in the Fall shall be multiplied by four-thirds ( $4/3$ ). In all cases, the value of the qualitative factors ranges from zero up to and including four, and shall be included into the sum total before determining level of compensation. If the addition of the number of full-time Faculty plus the number of Degree Programs plus 20% of the number of course sections taught under a Chair, plus the qualitative factor, is greater than sixteen, the compensation will be one course release for each semester and  $2/9$  base annual salary during the summer months. If the summation of these variables is greater than eight but less than sixteen, the compensation will be one course release per academic year and  $1/9$  base annual salary for summer months. If the summation of these variables is greater than five but less than eight, the compensation is one course release for the academic year **or**  $1/9$  base annual salary for summer months (to be mutually determined by the Chair and his/her Dean).

An annual report is provided to the Union summarizing the calculation and award for each Chair. Whenever a department or program has been granted a non-zero value for the qualitative factors, this report must document the rationale for this non-zero value.

When a department is going through a periodic accreditation review that requires additional efforts of one or more Chairs, additional compensation is provided during the relevant period of activity.

9.5 **Special Term Teaching:** An employee who accepts a work assignment during an academic term which is not a regular part of his/her work year assignment as permitted in paragraph 6.1 shall be entitled to additional salary for such work assignment. Effective August 16, 2008, a faculty member teaching undergraduate or graduate courses shall be compensated at the rate of One Thousand Three Hundred Forty dollars (\$1340) per credit hour of instruction delivered. The compensation for this will be increased each year of the contract according to the following schedule:

Effective 8/16/2008:	\$1340 per credit hour
Effective 8/16/2009:	\$1380
Effective 8/16/2010:	\$1420
Effective 8/16/2011:	\$1470
Effective 8/16/2012:	\$1530

9.6 **Overload Assignments:** Any faculty member accepting an overload assignment pursuant to paragraph 3.3(e) shall be compensated at a rate not less than Seven Hundred Fifty (\$750.00) Dollars per credit hour.

9.7 **Stipends for Directed Readings/Theses/Dissertations:** For each undergraduate student with whom a faculty member provides a three-credit hour directed reading, ten percent of a course release will be banked. When directed readings are given that are not three-credits, these amount will be adjusted proportionally. When 30 credit hours of directed readings are completed, the faculty member will be offered one course release to be taken at the mutual agreement of the faculty member and that person's dean.

For each graduate student with whom a faculty member provides a three-credit hours directed reading, 12.5% of a course release will be banked. When 24 credit hours of directed readings are completed, the faculty member will be offered one course release to be taken at the mutual agreement of the faculty member and that person's dean.

A standard pay for dissertations will be given to committee chairs and non-chair members as follows: Committee chair shall received \$75/credit hour, paid in the semester the tuition is paid. Non-chair committee members shall receive \$100, one half paid when the student's proposal is accepted and one half paid when the student successfully defends the dissertation. Master's theses are considered the same as directed readings for purposes of remuneration.

Effective 16 August 2008, all faculty members start with an empty bank for purposes of readings/theses/dissertations. Record keeping will be kept in the

faculty members' college office, although faculty members are encouraged also to maintain a set of records.

- 9.8 **Medical Insurance:** The Employer shall provide each employee with hospital/medical/prescription drug benefit coverage. An employee wishing to receive benefits pursuant to this paragraph must enroll in a University sponsored plan within thirty (30) days of employment; within thirty days of a qualifying event such as a marriage, birth or adoption, or loss of health care coverage not provided by the Employer; or during a scheduled open enrollment.

The following plans are currently being offered:

Blue Cross Community Blue 1  
Blue Cross Community Blue 3  
Health Alliance Plan

In addition, the University provides prescription drug coverage through an independent pharmacy care provider. Prescription drugs are subject to a \$10 co-payment for generic drugs and a \$20 co-payment for branded drugs. Effective July 2009, the co-payment for branded drugs will be \$30.

In the first year of this contract, the University pay 100% of the total monthly premium for one-person coverage and 75% of the total monthly premium for two persons or family coverage under the health plans and prescription coverage listed above.

UDMPU members with single coverage begin to contribute to the cost of health coverage starting year two of this contract by contributing 8.3% of the cost for Community Blue #3 and for HAP, while contributing 10% of the cost for Community Blue #1 (the most costly of the plans). This contribution increases to 16.6% and 20%, respectively, in year three and up to 25% and 30%, respectively, in year four of this contract. .

Starting in year two of this contract, members choosing Community Blue 1 for two-person or family coverage will contribute 30%.

Employee contributions are on a pre-tax basis and are made by payroll deduction each pay period.

Employees on the active payroll who are covered by a medical insurance benefit plan offered by an employer other than the University, and can furnish proof of such coverage, may elect to take an \$800 cash payment, payable in equal installments, in lieu of the medical insurance offered by the University.

This amount shall be increased to \$1300 in year two. This election shall take place annually during the open enrollment period.

During the term of this agreement, the University will not modify the medical insurance benefits currently received by employees without providing notice and opportunity to bargain to the Union.

9.9 **Retirement Program:** To assist employees in providing future financial security and to recognize employee service, the University offers two Retirements Savings Plan options through TIAA-CREF. Employees have a choice of the following:

- (a) Employees who contribute at least 3% of their annual base salary into the plan are provided a 10% Employer contribution into their 403(b) account.
- (b) Employees who do not wish to make a contribution into the plan are provided a 5% University contribution of their annual base salary into a qualified retirement account<sup>[RMC4]</sup>.

Employees may enroll in either program within thirty (30) days of employment, or following that time, during the annual open enrollment.

9.10 **Life Insurance:** The Employer shall provide each employee with an amount of term life insurance equal to his/her annual base salary. If this insurance is not an even multiple of One Thousand (\$1,000.00) Dollars, it shall be raised to the next higher multiple of One Thousand (\$1,000.00) Dollars. Each employee must complete an enrollment card before coverage can be effective. The Employer shall pay the full cost of such insurance. Life insurance coverage will cease upon retirement or employment termination. Additional coverage can be purchased for employees, spouses, and children. Employees should contact Human Resources for more information.

9.11 **Family and Medical Leave Act (FMLA):** Employees shall be granted up to 16 weeks of unpaid leave to allow for certain family and medical reasons including care of a sick child, spouse or elderly parent. Twelve weeks of this time will be considered as FMLA leave and will be administered in accordance with the Family Medical Leave Act of 1993. Additionally, employees shall be granted up to sixteen weeks related to birth or adoption or a child. Leave related to birth or adoption cannot be taken on an intermittent basis. Because it also allows for substitution of paid leave for unpaid leave, and because a disability leave as defined in 9.12 and 9.13 below will likely be considered as FMLA qualified leave, employees who are eligible for leave under the FMLA may have additional rights and responsibilities. The Human Resources Department will coordinate all FMLA qualified leaves. Employees

should contact the Human Resources Department for more information regarding FMLA. .

During regular term teaching, an employee's base salary may be continued during a leave granted under FMLA guidelines by mutual agreement between the faculty member, his/her dean, and the Associate Vice President of Human Resources. Such an agreement will normally involve an arrangement providing for execution of the faculty member's normal duties by the faculty member or appropriate substitutes, and the faculty member's performing reasonable and appropriate alternative service. Such FMLA agreements are subject to review by the Union.

- 9.12 **Short Term Disability:** Short Term Disability leave may be considered an eligible leave under the Family Medical Leave Act (FMLA). Employees who are eligible for leave under the FMLA may have additional rights and responsibilities. Contact the Human Resources Department for more information regarding FMLA. An employee who is not laid off and who is unable to work because of illness, injury, or disability due to pregnancy or childbirth shall promptly notify the Dean in writing of his/her inability to work and shall have his/her physician complete a Physician's Statement for Short Term Disability. These forms are available from the Human Resources Office. Completed Physician Statements must be returned to the Human Resources Department within fifteen (15) business days from the first day of the disability in order to avoid a delay in the processing of benefits. This time limit may be altered by agreement with the employee and Human Resources.

Employees will receive salary continuation during their disability equal to one month of base salary compensation for each year of service, up to a maximum of six months. Benefits provided under this paragraph are offset by any disability insurance benefits or Workers' Disability Compensation benefits received.

Short Term Disability leave of five (5) weeks or less shall be covered by the colleagues of the employee without additional compensation, provided however that no more than one additional course shall be assigned to an individual faculty member without his/her consent. For a Short Term Disability leave of more than five (5) weeks in duration, colleagues choosing to cover such employee's assignments shall be entitled to overload compensation to the extent the assignment exceeds the maximum teaching load provided in the Agreement.

For purposes of eligibility for compensation during leave, any two periods of disability caused by the same or a related injury or sickness are considered a single period of disability if they are separated by less than three (3) months. Both paid and unpaid leave for periods of disability for a second (or any later) unrelated injury or sickness within the same academic year, must be

endorsed by the Dean and submitted to Human Resources. If the second (or any later) illness or injury within the same academic year is verified by acceptable medical evaluation indicating required leave, paid leave will be approved.

No base salary continuation shall be available for special term teaching assignments except where the disability occurs after the first class of the course in the term in question. To receive base salary continuation the individual may be asked to perform certain duties, within the restrictions of the individual's disability as defined by a physician mutually acceptable to the University.

During regular term teaching, an employee's base salary may be continued during a leave granted under FMLA guidelines by mutual agreement between the faculty member, his/her dean, and the Associate Vice-President for Human Resources. Such an agreement will normally involve an arrangement providing for execution of the faculty member's normal duties by the faculty member or appropriate substitutes, and the faculty member's performing reasonable and appropriate alternative service. Such FMLA agreements are subject to review by the Union.

9.13 **Long Term Disability:** Long Term Disability leave may be considered an eligible leave under the Family Medical Leave Act (FMLA). Employees who are eligible for leave under the FMLA may have additional rights and responsibilities. Contact the Human Resources Department for more information regarding FMLA. The Employer shall provide a Long Term Disability insurance plan to all employees who have completed one (1) year of service. Employees must complete an enrollment card within thirty (30) days of the completion of one (1) year of service before the full coverage can be effective. The Employer shall pay the full cost of such insurance which provides the following benefits:

- (a) A monthly income benefit following six (6) months of continuous disability which, including any income benefits payable from Social Security and Worker's Disability Compensation, is equal to sixty (60%) percent of base monthly salary up to Three Thousand (\$3,000.00) Dollars plus forty (40%) percent of base monthly salary in excess of Three Thousand (\$3,000.00) Dollars as of the date the disability began, but not to exceed Three Thousand (\$3,000.00) Dollars monthly.
- (b) The monthly waiver benefit of the amount paid to TIAA-CREF Retirement Annuity in accordance with the provisions of the Retirement Plan is credited as monthly premiums on the employee's annuity dividend in the same proportions between TIAA-CREF as that being used when disability began.

9.14 **Tuition Grant Benefit Program:** The Employer shall provide a tuition grant benefit program for all employees subject to the conditions specified herein. Tuition grant benefits for employees or any person eligible for benefits who are receiving financial aid shall be limited to the difference between tuition charges and the amount of any financial aid being received. Employees may receive full tuition and fee grants up to seven (7) credit hours per term for undergraduate and graduate courses in any college or school of the Employer except the School of Dentistry and Doctoral programs. The employee may receive full tuition and fee grants for the School of Law up to seven (7) credit hours per term on a space-available basis. Spouses of employees may receive full tuition and fees for undergraduate courses and three-quarter (75%) tuition grants for graduate courses in programs leading to masters degrees in colleges or schools covered by this Agreement. Dependent children of employees may receive full undergraduate tuition grant benefits exclusive of fees and three-quarter (75%) tuition grants for graduate courses in programs leading to masters degrees in colleges or schools covered by this Agreement. Spouses and dependent children of retired, disabled or deceased employees may receive full undergraduate tuition grant benefits exclusive of fees for regular courses leading to a degree and taken for credit provided that the employee has served continuously for the five (5) years preceding retirement, disablement or death. For the purpose of this paragraph, a qualified dependent child is one who is properly claimed as a dependent on the employee's Federal Income Tax return. Employees will not be required to complete FAFSA documentation in order to be deemed eligible for this benefit.

9.15 **Holidays for Engineering Laboratory Technicians:** Engineering Laboratory Technicians shall be paid for the following<sup>5</sup> holidays under the terms and conditions hereinafter set forth:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	Three Flexible Holidays

[RMC5] The actual days observed as holidays with pay for all employees will be announced prior to the beginning of the fiscal year by the Employer's Human Resources Office. Engineering Laboratory Technicians shall be entitled to paid holiday leave for the holidays set forth above by meeting the following eligibility requirements:

- (a) The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday.

- (b) An employee who is prevented by illness, accident or death in the immediate family from reporting to work the day before or the day after the holiday will be paid for the holiday upon submission of proof reasonably acceptable to the Employer that such absence was unavoidable.
- (c) An employee who reports for work no more than one (1) hour late on the day before and after such holiday will receive holiday pay, if otherwise he/she is eligible, but an employee more than one (1) hour late on such days when signed in will not be entitled to pay hereunder, unless such tardiness or absence is excused by the Employer because of reasonable and valid excuse presented by the employee.
- (d) When a holiday specified herein falls within an eligible employee's approved vacation period, and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he shall receive an additional day's vacation.
- (e) An employee who has been assigned work on a holiday and fails to report for and perform such work without reasonable cause shall not receive holiday pay under this section.
- (f) An employee who is on lay-off at least one full calendar week before the calendar week of the holiday or who is on leave of absence at the time such holiday occurs will not be paid for that holiday.

9.16 **Vacation for Engineering Laboratory Technicians:** Vacation pay is based upon straight-time hourly rate, exclusive of premium of any sort whatsoever, in effect at the employee's anniversary date. A full year of service in full time status means and requires that an employee must actually have worked for at least 1,800 hours straight-time in such status as a permanent full-time employee. If a part-time employee is given permanent full-time employment, his/her service for the purpose of these vacation pay provisions shall be deemed to start at the commencement of his/her employment on a full-time basis.

- (a) After the initial six (6) months of full-time service, employees are entitled to five (5) days of vacation. They are then entitled to earn one (1) day of vacation for each complete calendar month of employment up to a maximum of ten (10) days.
- (b) Vacation benefits, based on a full year of permanent full-time service shall be as follows:

<u>After Years of Such Service</u>	<u>Vacation</u>
1 but less than 5 years	10 work days

5 but less than 10 years	15 work days
10 but less than 20 years	20 work days
20 years or more	25 work days

- (c) If the employment of a permanent full-time employee is terminated by a separation from employment, he will be paid vacation pay which has accrued for the current year. No accrued vacation benefits will be paid unless the employee gives the Employer at least two (2) weeks notice of his/her intention to terminate, unless for some reason acceptable to the Employer he can not give that much notice. No accrued vacation benefits shall be paid if such termination is the result of his/her discharge under paragraph 5.11.
- (d) As far as possible, vacations will be granted at the time most desired by employees according to seniority, but the final right to the allotment of vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the Employer. To the extent feasible, the Employer will not change posted vacation schedules but will give two (2) weeks notice of any change in posted schedules. If two (2) weeks notice is not given, the employee may take his/her vacation at the time previously scheduled except in case of emergency.

9.17 **Dental Care:** The Employer shall make dental care available at its Dental School Clinic to the employee, the employee's spouse and dependents (dependents shall be as defined for Internal Revenue Service purposes). Such dental care shall be rendered in a manner consistent with the rules and regulations of the Dental Clinic and only on the same basis as available to members of the public. The fee for such services shall be waived for the employee, the employee's spouse and dependents, up to a cap of \$3000 per individual per calendar year. Beyond the \$3000 cap amount, employees will be responsible to pay 25% of any remaining fees for the balance of that year.

9.18 **Advanced Degree:** A bargaining unit member who attains a new and higher degree from a fully accredited institution of higher education in his/her discipline or related field of study shall receive a salary increment added to his/her base salary of \$3,000, provided that the new degree is the first of its level held by the faculty member in his/her discipline or related field of study.

- (a) Adjustments to salary under this section shall be effective every August 16, following completion of the degree requirements, as verified by the registrar of the applicable University or through other official procedure.
- (b) Specific agreements made at the point of hire may waive this adjustment.

**ARTICLE X:**  
**PERSONAL AND PROFESSIONAL LEAVES**

- 10.1 **Unpaid Leave:** An unpaid leave of absence for personal or professional reasons, including union service, may upon written request be granted where it would be beneficial to the employee and not detrimental to the interests of the Employer. Such leave will be subject to the following conditions:
- (a) The same procedures for granting paid Research and Development Leaves shall be followed by an employee applying for an unpaid leave of absence. Exceptions to this timetable may be made by mutual agreement.
  - (b) Leaves may be granted for a period not to exceed twelve (12) months. Under exceptional circumstances a leave may be extended by written mutual agreement. The beginning and ending dates of a leave shall normally coincide with the beginning and ending of an academic term.
  - (c) While on an unpaid leave of absence granted for professional reasons, an employee's seniority shall continue to accrue during the term of the leave, and may count as time in rank towards tenure and/or promotion by mutual agreement of the Union, the Employer and the employee.
  - (d) While on an unpaid leave of absence granted for personal reasons, an employee's seniority shall not accrue.
  - (e) The granting of tenure while on unpaid leave can occur only by following the process outlined in Section 5.8.
  - (f) Benefits for which the employee remains eligible will be continued.
  - (g) In the initial letter granting an unpaid leave, the Employer will include the date on which the leave expires and the midpoint date of an unpaid leave. In the event an employee does not return from leave by the date on which the leave expires, he/she shall be considered to have voluntarily resigned from employment, except in cases where his/her return has been prevented by accident or other reasons beyond his/her control. A bargaining unit member shall notify the Employer by the mid-point of an unpaid leave of his/her intention to return. The Employer shall not be obligated to accept an employee's return in the absence of such notice.
  - (h) An employee on a leave of absence shall be entitled to return to his/her position with the Employer at the end of the leave. In addition, the employee's compensation upon his/her return to his/her position shall include all compensation increases granted during his/her absence,

i.e., the employee's compensation upon return shall be at the rate it would have been if he/she had continuously worked for the Employer during his/her leave.

- (i) Except for a disability leave, no employee who has been on leave will be eligible to apply for an additional leave until he/she has worked for the Employer the same number of terms as the number of terms included in his/her most recent leave.

**10.2 Leaves With Pay: Employee Development and Research Leaves:** The

Employer shall provide development and research leaves of absence to employees for the purpose of encouraging professional development, scholarly research and/or study and training, for the mutual benefit of the Employer and the employee receiving the leave. Application for such leaves shall be submitted to the Department Chairperson/designated person by October 31. The Department Chairperson's/designated person's recommendation and applications shall be transmitted to the appropriate Dean by November 7. The Dean's recommendation and completed application shall be submitted to the McNichols Tenure and Promotion Committee through the Office of the Vice President for Academic Affairs and Provost by November 21. The McNichols Tenure and Promotion Committee shall submit its recommendations to the Vice President for Academic Affairs by January 2. The Vice President for Academic Affairs shall announce the decision to each individual applicant by January 16. The McNichols Tenure and Promotion Committee shall annually recommend to the Academic Vice President meritorious proposals of not more than twelve terms of leave. Should the Academic Vice President object to any of the recommendations a meeting will be arranged with the committee for additional dialogue before a final decision is made.

- (a) Normally no more than six (6) employees are on a development or research leave in any term in which there are sufficient and bona fide applications for such leave.
- (b) The Employer may initiate requests for development and research leaves based upon programmatic needs. In granting development and research leaves, the Employer may give preference to such leaves on the basis of its programmatic needs.
- (c) Employees may initiate requests for development and research leaves either individually or in conjunction with other eligible employees.
- (d) Only tenured employees are eligible for research leaves.
- (e) In the initial letter granting a paid leave, the Employer will include the date on which the leave expires and the midpoint date of the unpaid leave. Only employees having six (6) years or more of seniority in a



his/her leave. An employee's seniority shall continue to accrue during the term of the leave, and may count as time in rank towards tenure and/or promotion by mutual agreement of the Union, the Employer and the employee.

- 10.3 **Military Leave**: The Employer will comply with Federal and State Veterans Employment Acts.
- 10.4 **Jury Service**: The Employer will, upon the employee's submitting valid proof of such service, pay an employee for all time spent on required jury service, the difference between his/her regular compensation and whatever compensation he/she may be entitled to for his/her service. In all cases the employee's colleagues will cover his/her work assignments without extra compensation for the duration of the service.
- 10.5 **Bereavement Leave**: An employee shall be given a leave of absence with pay which is normally up to five (5) days in the event of the death of a parent, spouse, child, brother or sister; and up to three (3) days for the death of a grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or any other near relative who resides in the same household with the employee. In the event of a death of an employee's uncle, aunt, nephew, or niece, the employee shall receive one (1) day off with pay. The actual number of leave days off to be granted to the employee however shall be such as will accommodate the reasonable needs of the employee to participate in family business related to the death. In all cases the employee's colleagues will cover the work assignments without extra compensation for the duration of the leave.
- 10.6 **Disability Leave**: An employee who is disabled from working shall be granted a disability leave of absence for the duration of his/her disability with a return to work privilege, but not to exceed a continuous period of thirty six (36) months. This leave shall be unpaid except as is provided by Articles 9.12 and 10.1 (f) of this Agreement. The employee shall have the right to return to his/her former employment with the Employer at the end of the leave provided the employee is able to discharge the responsibilities of his/her position. His/her seniority shall be preserved as if he/she were on a personal leave and his/her compensation on returning to work shall be computed in conformity with Article 10.1 (h) of this Agreement. In no way do the contents of this paragraph limit the duration of the disability insurance benefits described in 9.12.

## **ARTICLE XI:** **WORKING CONDITIONS**

- 11.1 **Office**: The Employer and the Union recognize that faculty members discharge their professional responsibilities in a variety of settings both on and off the campus. Therefore, the Employer shall be required to provide

each employee with only such on-campus space as is reasonably required for the discharge of the professional responsibilities required to be performed while on campus. However, insofar as reasonably possible, office space shall be assigned only after consultation between the Dean of the employee's college and the employee. Assignments shall take into account both the employee's seniority and available space. All such office space provided by the Employer shall be suitably equipped and maintained for such use. Each office shall contain a telephone with a separate number. In the event the employee performs professional responsibilities off campus in an office provided by the employee, the Employer shall have no responsibility for the maintenance or equipping of such office, nor for the health or safety of any person while in such office.

- 11.2 **Professional Supplies and Services:** The Employer will provide such professional supplies and support equipment, clerical staff, library services and computer services as it shall deem appropriate for the carrying out of its academic and non-academic programs. No employee shall be required to provide such supplies and services at his/her own expense and no employee shall be subject to discipline or discharge because of his/her inability to perform his/her professional responsibilities where such inability is due to a lack of adequate supplies, support equipment and services.
- 11.3 **Adjustments in Working Conditions for Consolidated, Newly Created or Relocated Academic Units and Faculty:** The parties recognize that changes in working conditions occur whenever academic units (departments, schools/colleges, programs) are created or consolidated, or faculty are relocated, and that the parties desire that such changes should be implemented in a manner which minimizes any impact on individual bargaining unit members. The basic underlying principle toward which both parties strive is that individual bargaining unit members shall be in comparable or, ideally, more desirable working conditions after becoming a member of a consolidated or newly created academic unit, or after a physical relocation. In addition, this principle indicates that equity in working and monetary conditions among academic unit members shall be attained. Toward this end, no bargaining unit member shall be moved before all facilities, including classes and offices in full working condition, are in place. It is agreed, therefore, that issues such as, but not limited to, telephones, computers (both hardware and software), office privacy and general surroundings, research and teaching support (including secretarial, laboratory, audio-visual and other classroom presentation equipment, library materials, graduate and technical assistants, research grants and travel opportunities) and work load issues (including release time, overload and summer teaching opportunities) shall be equitable within the newly formed or created academic unit and comparable to what the bargaining unit member had available before any movement of faculty.

All faculty affected by the creation or consolidation of academic units shall be involved in and responsible for developing academic policies and procedures as they deem necessary for the proper functioning of the new or combined academic units. Such involvement and responsibility shall be consistent with the principles established for shared governance. Likewise, all faculty of newly established academic units shall, within this shared governance framework, be involved in the development of job descriptions, e.g., what courses are assigned to which faculty. The applicable collective bargaining agreement language shall resolve issues of seniority.

Moreover, any change in membership of academic units creates new conditions within which equity issues must be considered. To apply the basic underlying principle stated in the first paragraph, equity adjustments will be made in the following manner: internal equity adjustments will be made at the time of creation or consolidation of new academic units by increasing the lower paid bargaining unit member(s) to the level of the higher paid member(s), accounting for appropriate academic discipline, terminal degree, academic rank and seniority at the University and its predecessor institutions.

Any external equity adjustments shall be made at the beginning of the next academic year to allow the opportunity to determine the appropriate adjustment. Such adjustments shall be made consistent with equity adjustments applied for other bargaining unit members during the period covered by the Collective Bargaining Agreement. Hence, external equity shall go into effect on the first August 16<sup>th</sup> following consolidation or creation of academic units while internal equity shall be in place immediately upon consolidation or creation.

- 11.4 **Health and Safety:** The Employer shall make reasonable provisions for the safety and health of its employees while they are on the Employer's property or at facilities used by it during the course of their employment. No employee shall be required to use any equipment which is in an unsafe condition to the extent that it would be reasonably likely to cause injury to any person. All employees shall be required to use safety equipment at all times where such equipment is provided by the Employer. The Employer shall make known the established procedures by which an employee may receive emergency medical services and obtain instruction in cardio-pulmonary resuscitation techniques.
- 11.5 **Professional Liability Insurance Coverage:** The Employer shall provide a professional liability insurance program. Coverage shall consist of Two Hundred Fifty Thousand (\$250,000.00) Dollars per person/Five Hundred Thousand (\$500,000.00) Dollars per accident arising out of any one occurrence because of bodily injury and One Hundred Thousand (\$100,000.00) Dollars property damage while acting within the scope of their professional responsibilities. The Employer shall pay the full cost of such insurance.

11.6 **Voucher Fund for Research and Development Support:**

The Employer and the Union acknowledge the critical role of faculty research and development in enhancing the quality of education at the University of Detroit Mercy. The Employer establishes a voucher system to be used at the discretion of individual faculty members for purposes including but not limited to:

- a. travel to and registration for academic conferences, workshops, retreats and continuing education;
- b. membership in professional organizations;
- c. assistance in fees for appropriate trade or academic publishing in which financial subsidy is required as a condition for the publication of the results of the employee's scholarly research;
- d. relevant scholarly publications; and,
- e. fees to gain access to scholarly publications, such as inter-library loans, etc.

Voucher system funding effective 16 August 2008 is \$150,000, effective 16 August 2009 is \$150,000, effective 16 August 2010 is \$175,000, effective 16 August 2011 is \$175,000 and effective 16 August 2012 is \$200,000. These funds are distributed equally to each member of the bargaining unit in the form of a voucher to be used during the academic year. All employees will use, or commit to use, such vouchers on or before March 1, of each year covered by this agreement. In the event that there are vouchers outstanding after that date, which have not been fully used or committed for use they will be returned to the Academic Unit who shall reallocate such vouchers to other employees on or before April 1, of each year covered by this agreement. In reallocating the vouchers, the Academic Unit will transfer them to employees who incurred or who have committed to incur research and development expenses which exceeded the funds provided to them by their original voucher.

11.7 **Internal Research Grant Fund:** : The Employer establishes a research fund of \$100,000 to provide meritorious grants to support faculty scholarship. Each year of this contract, the Employer will replenish this fund on the basis of the amount of awards granted to maintain the \$100,000 level throughout the term of this agreement. Faculty must apply for grants from this fund by 31 December according to processes established by the McNichols Faculty Assembly, which will then be evaluated and awarded according to said processes. The MFA will establish criteria by which research proposals are evaluated and awarded grants. All grants are based on competitive proposals that meet established criteria, not on the basis of availability of funds.

11.8 **Parking:** Parking spaces will be provided for all employees. The Employer agrees that appropriate parking space will be reserved for employee use and that access to such parking area will be controlled. The Employer may assess a fee for all such parking which will not exceed Forty-Five (\$45.00) Dollars per year.

- 11.9 **Employees Use of Athletic Facilities:** The Employer shall provide employees with access to, and use of, its athletic facilities and equipment at regularly scheduled and reasonable times. However, the Employer assumes no responsibility for personal injuries sustained by the employees as a result of employee carelessness or misuse of equipment while using its facilities.
- 11.10 **Layover Privileges:** In the event an employee is performing a work related activity on the Employer's premises after 10:00 p.m., or during a snow emergency, the employee is entitled to use free of charge a dormitory room. The employee shall give notification of the need for a room when possible prior to the close of normal business hours.

## **ARTICLE XII:** **JOINT RESPONSIBILITY**

- 12.1 **No Strike:** During the term of this agreement, no Union member or representative shall instigate, encourage, authorize, promote or participate in any strike or work stoppage. In the event that any UDMPU member(s) engages in any of the above activities, the President of the UDMPU shall, upon request from the appropriate University official, immediately notify the involved member(s) or representative(s) that the activity is a violation of the agreement and direct them to cease the activity and to resume their regular duties. Failure to heed such direction could lead to discipline up to and including discharge.
- 12.2 **Union Obligations:** In the event of a strike or other concerted refusal to provide required services in violation of this Agreement, the Union, upon receipt from the Employer of a written request citing this section, will immediately issue a public statement that such action violates this Agreement and direct such employees to cease such violation of this Agreement. If the Union complies with the terms of this paragraph, it shall not be liable for any violation of paragraph 12.1 by the employees.
- 12.3 No **Lockout:** There shall be no lockout by the Employer during the term of this Agreement.

## **ARTICLE XIII:** **MISCELLANEOUS PROVISIONS**

- 13.1 **Separability:** If any law or any decision of any Michigan or any United States Court or administrative body of competent jurisdiction affects any provision of this Agreement, each provision will be deemed amended to the extent necessary to comply with such law or decision, but otherwise this Agreement will not be affected.

- 13.2 **Exchange of Information**: The Employer will make available to the Union all information which is reasonably required or legally necessary for the negotiation and implementation of this Agreement. Nothing in this paragraph shall be construed so as to require the Employer to compile information and statistics in the form requested if such data is not already compiled in the form requested. Examples of information exchanged to further cooperation and shared governance include: full-time and part-time faculty reports; part-time faculty salaries per course; notification when a faculty member leaves employment; notification of faculty members on phased retirement by option; regular union member rosters by September 15 of each year, and by the 15th day of the month following any change in such roster; detailed budget data; cost studies; and relevant reports and recommendations.
- 13.3 **Notice and Addresses**: Any notice required to be served on the Employer under this Agreement will be properly served if delivered to the Human Resources Department. Any notice required to be served on the Union will be properly served if delivered to the University address of the Union President, with copies mailed to the Union's officers at their home addresses. The UDMPU shall annually provide the names, addresses, and telephone numbers of UDMPU officers to the Employer. Any notice required to be served on the employee will be properly served if mailed to the employee at the address shown on the last income tax withholding exemption certificate filed with the Employer.
- 13.4 **Waiver**: The Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter.
- 13.5 **Amendment**: This Agreement may be amended and supplemented only by further written agreement between the parties.
- 13.6 **Appendices and Letters of Agreement**: All appendices and letters of agreement attached hereto shall be deemed a part of this Agreement.
- 13.7 **Executive Liaison Committee**: The Employer and the Union agree that an Executive Liaison Committee shall be formed to promote and enhance open channels of communication between the executive staff and the UDMPU. The Committee shall consist of the top academic officer and other appropriate administrators, and the President and other appropriate members of the UDMPU designated by the UDMPU President. This committee will meet at least once a month.
- 13.8 **Travel to Extension Sites**: An employee will be entitled to receive reimbursement, at the Internal Revenue Service rate for mileage traveled from his/her place of residence to any of the Extension sites which exceeds that travel from his/her place of residence to his/her primary office.

- 13.9 **Discussions on Merit Pay:** The University of Detroit Mercy remains committed to providing a responsible compensation system that is equitable and provides reasonable compensation for faculty members in all disciplines to ensure that qualified individuals can be employed and retained. As one component of the compensation system, merit pay is to encourage, recognize, and reward continuing excellent faculty performance. To this end, the parties agree to ongoing discussions potentially leading to the development of a mutually acceptable merit plan. The development of a plan would constitute a wage reopener for additional compensation if accomplished during the term of this agreement.
- 13.10 **Discussions on Online Courses :** The University is exploring the possibility of online delivery for a number of potential programs to supplement traditional pedagogy. The parties agree to meet promptly, once details on the distance learning initiative have been tentatively finalized, to discuss what impact, if any, this initiative might have on the current contract.
- 13.11 **Prohibition of Parallel Departments:** Without a shared governance review, the Employer will not establish new Academic Units or new faculty positions whose programmatic responsibilities have been part of another academic unit's responsibilities. The parties agree that they will collaborate in areas of emerging program development that cross disciplinary fields by actively involving the appropriate administrators and faculty from the affected areas.

**ARTICLE XIV:**  
**TERM OF AGREEMENT**

14.1 **Term:** This Agreement will be effective from 12:01 a.m., May 16, 2008 to midnight, May 15, 2013 and from year to year thereafter unless terminated as provided in paragraph 14.2.

It is further provided that either the Employer or the Union shall have the right to initiate negotiations for the period beginning May 16, 2013, at any time following November 15, 2012.

14.2 **Termination:** This agreement may be terminated effective 12:01 a.m., May 16, 2013, or anytime thereafter by sixty (60) days written notice from either party delivered to the other. Notice of intent to modify will be equivalent to notice of intent to terminate.

UNIVERSITY OF DETROIT MERCY

UDMPU

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF AGREEMENT #15**

The parties agree that all program review decisions shall be within the exclusive purview of the shared governance structure. Program review includes both academic and administrative program evaluations.

UNIVERSITY OF DETROIT MERCY

UDMPU

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**JOINT POLICY STATEMENT**  
**ON A FACULTY RIGHTS AND RESPONSIBILITIES FRAMEWORK**

**Principles**

1. Faculty\* will participate in a shared governance model.
2. The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status (everything except hiring and firing decisions), promotion and tenure process, and academic/program standards, and with shared responsibility for supporting those procedures for admission of students and other aspects of university life that relate to the educational process.
3. Budgetary policies and decisions directly affecting those areas for which the faculty has substantive responsibility shall be made within the defined shared governance process. Budgetary policies and decisions to be made in concert with the faculty should include but not be limited to curriculum, subject matter and methods of instruction, research, faculty status, promotion and tenure process, academic/program standards, and those aspects of admission of students and student life that relate to the educational process.
4. The faculty sets the degree requirements, determines when the requirements have been met, and otherwise qualifies students and recommends them for award of degrees.
5. Duly elected faculty should participate on University standing committees and any Ad Hoc\*\* University committee or task force.

\*Faculty includes faculty and librarians as defined in the Collective Bargaining Agreement.

Joint Task Force on Faculty Rights and Responsibilities, May 2000

## **APPENDIX B :** **COPYRIGHT POLICY**

### **Preamble**

Technological change has made intellectual property issues increasingly complex. As a consequence both faculty and the University must together develop, respect and enforce clear intellectual property policies to best achieve the University's mission of instruction, research, and providing service to the community, professions, and disciplines, while remaining consistent with academic freedom, copyright law and tradition. Goals of the policy herein include protecting the interests of the faculty, adjunct faculty, students, and the University while encouraging implementation of technology in their courses and the development of innovative courseware and educational methods. This policy is applicable to anyone engaged in academic pursuit at the University.

In the United States, these seven rights are recognized: [17 U.S.C. 106, 106A.  
<http://www.copyright.gov/title17/92chap1.html>]

- (1) the reproductive right: the right to reproduce the work in copies;
- (2) the adaptative right: the right to produce derivative works based on the copyrighted work;
- (3) the distribution right: the right to distribute copies of the work;
- (4) the performance right: the right to perform the copyrighted work publicly;
- (5) the display right: the right to display the copyrighted work publicly;
- (6) the attribution right (sometimes called the paternity right): the right of the author to claim authorship of the work and to prevent the use of his or her name as the author of a work he or she did not create;
- (7) the integrity right: the right of an author to prevent the use of his or her name as the author of a distorted version of the work, to prevent intentional distortion of the work, and to prevent destruction of the work.

## **A. Works Involving the Use of Ordinary University Resources**

- (1) Each faculty member is the exclusive copyright owner of works created at the initiative of the faculty member with ordinary University resources, including ordinary resources used during a research leave, and which are intended to disseminate knowledge for traditional academic purposes. The faculty member has the right to license such material, and such license agreement must be done in writing (with the exception being subsection A8 below). Faculty are encouraged to mark all their copyrighted work with the typical copyright symbol, but copyright protection is in place with or without such markings.
- (2) Examples of “ordinary University resources” are those commonly made available to similarly situated faculty include but are not limited to the ordinary use of libraries, online learning management systems (such as the University’s current Blackboard system), office supplies, faculty office space and equipment, university laboratory space and equipment, administrative and technical support staff, telephones, computers and University computer facilities, and other informational resources. Works developed as part of a research leave are considered to have used ordinary resources.
- (3) Examples of such works created by faculty with ordinary University resources include but are not limited to books, articles, theses, papers, lectures, syllabi, novels, poems, musical composition, visual works of art, transparencies, CD-ROMs, video tapes, DVDs and computer software.
- (4) Except as noted in section B below, the faculty member’s exclusive copyright ownership extends to material created for the content of any instructional technology intended to disseminate knowledge for traditional academic purposes, regardless of the specific medium through which this material is produced or disseminated, and regardless of whether or not this material is archived in any format by the University.
- (5) Where the authorship of a work created with ordinary University resources cannot be attributed to one or a discrete number of authors but instead result from simultaneous/sequential contributions over time by multiple authors, the copyright shall be jointly owned by all participating authors.
- (6) If the University assists in commercializing a work created with ordinary University resources, the author shall, through written agreement, assign or exclusively license the work to the University and establish a mechanism for the sharing of commercial proceeds with the author.
- (7) The University may, with the written agreement of the faculty member, initiate copyright protection of the faculty member’s work.

- (8) In the event a faculty member becomes unable, due to factors beyond his/her control, to complete the teaching of a course after the course has begun, permission to use any course materials owned by the faculty member which are essential to the University's ability to arrange for completion of the course shall be deemed granted by the faculty member for the duration of and exclusive use for the course.

## **B. Works Involving the Use of Extraordinary University Resources**

- (1) The University and the faculty members involved generally have a shared interest in the property rights of works involving the use of extraordinary University resources.
- (2) Examples of "extraordinary University resources" may include institutional funding or grants in support of the work's creation including but not limited to payments to a faculty-author in excess of such faculty-author's ordinary salary, and a reduction in faculty workload specifically to facilitate creation of the work.
- (3) The copyright to works involving the use of extraordinary University resources and all derivative works created by a faculty-author shall be owned by the University. Whether a particular work is created through use of extraordinary University resources shall be determined initially by the relevant dean, his/her designee, or the director of the unit of the University that is providing the extraordinary University resources prior to the commitment by the University of those resources. Final determination will be by mutual written agreement of the faculty author and the University.

At the University's discretion, it may grant to the relevant faculty-author a non-exclusive non-transferable license to use the work involving use of extraordinary University resources for external purposes; provided that if use of the work by the faculty-author generates income the license may provide that:

- a) the author shall reimburse the University for the substantial resources provided the author, or
  - b) the author shall share income from such commercialization with the University.
- (4) A Sponsored or Externally Contracted Work (Work) shall be any work developed using funds supplied under an Sponsored Research Agreement (SRA), contract, grant, or other arrangement between the University and a third party.
    - (i) Unless the relevant sponsorship agreement requires copyright ownership by the University or conveyance of rights to a third party, the author of a Work shall own the copyright to such Work.

- (ii) The University will own a Work where the relevant agreement requires copyright ownership by the University or conveyance of rights to a third party, in which case the University will convey rights to the third party as required. In such cases the author of the Work shall be required to report the work to the Vice President for Academic Affairs and Provost, using such forms and procedures as that office develops.

**C. Fair Practice**

The University covenants that during the term of employment of any given faculty-author, the University will not authorize non-author faculty to use instructional works created by the faculty-author, without the prior, written approval of the faculty-author, unless ownership of such works has been assigned to or is vested in the University as stated in the foregoing paragraph.

**D. UDMPU Oversight and Approval of Agreements Involving UDMPU Members**

All agreements between a UDMPU member and the University that involve separate compensation and copyright or patent ownership must be in writing, and the UDMPU must sign off on all such agreements in a timely manner.

## **APPENDIX C :** **PATENT POLICY**

### **Preamble**

The University of Detroit Mercy (hereafter referred to as “the University”) patent policy is intended to encourage a healthy atmosphere conducive to research and development through a system of rewards and incentives for the creation of intellectual property while at the same time giving proper consideration to the relative roles any individual employee’s efforts or the University or its resources may have played in the development of that intellectual property.

The strength of the University lies in its employees. The University's policies can provide invaluable assistance in bringing employee ideas to development and fruition within a framework of mutual trust and collegiality.

This policy is intended to spell out the responsibilities of the University and its employees and establish a framework for ethical conduct when issues covered by this policy arise. While employees are encouraged to consider the potential market value of their inventions, they shall not be held liable for failing to recognize a potentially patentable invention.

Employees of the University may create patentable discoveries during the course of their employment with the University. It is desirable in some cases to seek patent protection for these works and discoveries. Licensing the use of the property provides an opportunity for both income to the inventor and financial returns for the University.

This patent policy applies to all University employees. For the purpose of this policy, “employee” shall be defined as any person who uses University resources and any intellectual property which involves use of those resources with the exception of student activities associated with coursework. For the purpose of this policy, the term of "employment" shall be defined by the time period when University resources are used for the development of any potentially patentable intellectual property. Upon termination of employment (as defined herein), the employee shall have a duty to disclose to the University all potentially patentable projects in which the University may have a property interest. This disclosure can be achieved through an employee exit interview, or by the employee's self-disclosure. This paragraph is applicable to patent applications made within the first year after employment ends at UDM. The University's claims on patentable projects end 366 days after disclosure or the end of employment as defined herein, whichever is later.

### **A. Patent Committee**

- (1) On an as needed basis (given that UDM is principally focused on teaching, this will most likely be on a case by case basis, though the University may form a standing committee if it so chooses), the University administration shall

form a Patent Committee (hereafter referred to as “the Committee”) which shall serve as an advisory committee to the President on all University patent related matters.

- (2) This Committee shall evaluate each intellectual property for potential commercial value and decide that the University either seek protection and commercialize that intellectual property or relinquish University rights to that property. The Committee reserves the right to employ outside consultants who possess the necessary expertise to evaluate the potential commercial value of a particular intellectual property submitted for review.
- (3) All matters regarding specific intellectual property coming before the Committee shall be held confidential by all members of the Committee.
- (4) The President and his/her designee shall determine the composition, tenure, and decision-making authority of the Committee.
  - (i) The creator(s) or inventor(s) may designate two UDM faculty members to serve on the Committee.
  - (ii) It is also recommended that the Chair(s) and Dean(s) of the Creator(s) or inventor(s) be members of the Committee. Additional consideration should also be given to including individuals who have been involved in obtaining intellectual property protection on creative works and therefore familiar with the process.

## **B. Policy**

### (1) Scope of Policy.

- (i) This policy applies to potentially patentable discoveries and trade secrets which are developed using University equipment, supplies, facilities, employee time, or trade secret information, or which relate directly to the University's business, research, or development.
- (ii) The University will hold first right of refusal ownership in patents and other non-patentable intellectual products, except those covered by copyright policy, developed by its employees as a direct result of their research or employment.
- (iii) The University does not claim rights in an invention for which no equipment, supplies, facilities or trade secret information were used and which was developed entirely on the employee's own time, unless the invention grows directly out of the business of the University or of the University's actual or demonstrably anticipated research or development or unless the invention directly results from work performed by the employee for the University.

## (2) Sponsored Research

- (i) Where research has been sponsored by private industry or foundations, licensing of patents shall be negotiated between the sponsor and the University or its agent where appropriate.
- (ii) The University will strive to protect the financial interests of all and, when necessary, act to ensure that the traditions of self-governance and academic freedom are respected.
- (iii) The University, on behalf of its constituent colleges, schools, or departments, will not accept grants or enter into agreements for the support of instruction or research that confer upon an external party the power to censor, unduly delay, or exercise effective veto power over either the content of instruction or the publication of research.
- (iv) Parties entering into such agreements shall be hereby advised that publication of research findings may be temporarily delayed in order to protect patent rights or permit the research sponsor to review the proposed publication for the sole purpose of identifying proprietary information furnished by or belonging to the sponsor.
- (v) Unless otherwise noted in writing, the University normally retains ownership of property developed under sponsorship agreements and will negotiate rights to license the property.
- (vi) The proprietary rights of the University and the University's employees shall be subject to the agreement between the sponsor and the University.

## (3) Determination of Ownership

- (i) The Committee will determine whether the potentially patentable property is owned by the University, by the employee(s), by an outside sponsor, or jointly by some combination of these.
- (ii) Under the federal patent and trademark legislation of 1980 (35 U.S.C. 200 et seq.), the University has the right of first refusal to title in inventions made in the performance of federal grants and contracts. The University will assert title to and attempt to license inventions made with federal government funds so that the Congressional purpose of fostering the development of industry in the United States will be furthered.
- (iii) Patentable inventions not subject to a sponsorship agreement, or University ownership under the preceding paragraph, or the University provides a written waiver of ownership, will be the employee's property. Unless contested by the University, the University will, on demand from the employee, issue a waiver of the University's rights. If contested, the Committee will determine ownership.

- (iv) In cases where it would be unfair to determine that the property is wholly owned by either the University or the employee, the Committee may make a determination of equal ownership.
  - (a) If the University, through the Committee, chooses to release its rights, no additional conditions shall be placed on the release other than consideration to compensate for the continued use of facilities and materials beyond the release date.
  - (b) For patentable property only partially developed during the employee's term of employment, the Patent Committee shall also have the authority to assign proportionality of property interest between the University and the "employee."
- (v) The procedure for determination of ownership shall be as follows:
  - (a) The Committee shall make its determination of ownership within 45 days of full disclosure of the invention by the inventor(s) to the Vice President for Academic Affairs and Provost. Full disclosure simply means that the disclosure must include all pertinent information which the inventor(s) have that is related to the subject invention.
  - (b) The employee will be notified of the decision of the Committee within 5 days of the Committee's determination.
  - (c) If the Committee fails to notify the employee in writing of determination of ownership within 65 days of full disclosure, then any potential University's rights shall automatically revert to the employee.
  - (d) It is acknowledged that the 65 day deadline includes 15 days beyond the timeline set for this process and thereby fully extinguishes the University's right to any ownership.
  - (e) The employee shall have 30 days from the date of the mailing of the notice to appeal the Committee's decision. The appeal shall be heard by the Vice President for Academic Affairs and Provost or his/her designee within 20 days of the notice of appeal. The decision on appeal shall be issued within 30 days of the deadline for submitting materials. The decision of the Vice President for Academic Affairs and Provost shall be final.
  - (f) Following this internal appeal process, the employee has recourse to settlement in the civil courts.

#### (4) Duty to Assign and Cooperate

- (i) After the determination by the Committee and exhaustion of the employee's right of internal and external appeal, the employee shall execute documents of assignment to convey to the University, or its assignee, all of the employee's interest in the invention determined to

be owned by the University and assist in obtaining, protecting, and maintaining patent rights.

- (ii) When discoveries are determined to be owned in part by the University and in part by the employee, the University and the employee shall enter into a written agreement apportioning 50% of the after-costs revenues from the invention to the inventor(s), and the remaining 50% to the University.
  - (a) Cost shall be defined as direct expenditures resulting solely from pursuit, prosecution and maintenance of intellectual property rights and commercialization of the invention plus, where appropriate, any extraordinary University resources such as outside legal, consulting, marketing and licensing organizations.
  - (b) Half of the University's 50% of net revenues shall be apportioned to the creator(s)' or inventor(s)' Department to support further research and scholarly activity.
  - (c) In the event of multiple inventors, those involved must agree upon an appropriate apportioning of the 50% of revenues provided to the inventor; in the absence of any written agreement stating otherwise, the revenues shall be equally divided amongst the inventors.
  - (d) In the case of multiple inventors, the departmental share of revenues shall be apportioned in accordance with the same apportioning made to the inventors.

#### (5) Publication and Disclosure to Third Parties

- (i) Premature publication, public use, or disclosure of an invention can sometimes jeopardize the rights of the employee, or the University or its assignee to secure patent protection. Therefore, unless the Committee has issued a waiver of University's rights, the employee agrees that there shall be no publicity or disclosure concerning the invention until patent applications have been filed.
- (ii) Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention subsequent to the filing of the application shall have prior clearance in writing from the University or its assignee.
- (iii) This section shall not be applicable to sponsorship agreements that impose different obligations on disclosure.

#### (6) Costs and Royalties

- (i) Following a decision by the Committee to pursue a patent for an invention deemed to be jointly owned by the inventor(s) and the University, the University shall, in a reasonably prompt manner, develop and file a patent application on the subject invention.

- (ii) All fees, legal and otherwise, associated with development of the invention and patent application shall be assumed by the University, but all such costs must be fully recovered by income generated by the invention before any net revenue accrues.
- (iii) Once costs defined elsewhere have been recovered, all additional income generated through licensing of the patent, sale of the patent or other commercialization of the invention shall be apportioned at the aforementioned percentages after a 5% administrative fee is deducted.
- (iv) Royalties allocated to inventor(s) continue throughout the revenue generation phase of the invention, regardless as to whether or not the inventor(s) remains employed at the University.
- (v) If the University, at any time, no longer wishes to pursue further development of the intellectual property, the University will notify the inventor(s) and will execute the necessary documents assigning all rights to the inventor(s) unless precluded by prior written agreement.

## APPENDIX D : CONFLICT OF INTEREST AND CODE OF ETHICS

### **Introduction**

This policy covers all UDMPU members as defined by the Collective Bargaining Agreement and is incorporated by reference into the agreement.

### **Conflict of Interest**

UDM is committed to avoiding employee conflicts of interest. Conflicts of interest arise when an employee's personal economic activities, or those of the employee's family, conflict with the employee's responsibilities and actions in his or her capacity as an employee of the University. UDM employees are compensated for devoting full business time and attention to the success and growth of the University.

The Collective Bargaining Agreement between the University of Detroit Mercy and the University of Detroit Mercy Professors' Union governs many conflict of interest issues. Additional examples of conflict of interest may include:

- Disclosing confidential or University-owned proprietary information obtained through UDM employment for personal profit or gain, or for the profit or gain of a family member.
- Accepting gratuities or special favors such as meals, airline tickets, hotel accommodations, entertainment, sporting event tickets, etc. from any outside concern that does, or is seeking to do business with UDM, or extending gratuities or special favors to employees of the University, under circumstances which might reasonably be interpreted as an attempt to influence employees in the performance of their duties. This does not include the acceptance of items of nominal or minor value (\$100 or less) that are clearly tokens of respect or friendship and are not related to any particular transaction of the University, nor does it include business-related social events where the employee is representing the University's interests.

Any individual disclosure statements will be compiled into an annual report by the Senior Attorney and shall be confidential but shall be open for inspection by the Trustees and the President. The statements and reports or the information contained therein shall be open for inspection by the public only: (a) by official action of the President upon showing of good cause; (b) with the consent of the person who submitted the data which is to be disclosed; (c) by court order; or (d) as otherwise required by Michigan or federal law regulation.

## **Organizational Code of Ethics**

The University and its employees must, at all times, comply with all applicable laws and regulations. The University will not condone the activities of employees who achieve results through violation of the law or unethical business dealings. This includes any payments for illegal acts, indirect contributions, rebates, and bribery. The University does not permit any activity that fails to stand the closest possible scrutiny. All business conduct should be well above the minimum standards required by law.

Employees uncertain about the application or interpretation of any legal requirements are encouraged to refer the matter to their supervisor, the AVP or the Human Resources Department.

### Kickbacks and Secret Commissions

Regarding the University's business activities, employees may not receive payment or compensation of any kind, except as authorized under UDM's remuneration policies. In particular, the University strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others. Any breach of this rule will result in discipline and possible discharge as per Article 5.12 in the CBA.

### University Funds and Other Assets

Employees who have access to University funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in the University's instructional manuals or other explanatory materials, or both. UDM imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and dishonesty, they are encouraged to contact their immediate supervisor or the Human Resource Department.

When an employee's position requires spending University funds or incurring any reimbursable personal expenses, that individual must use good judgment on the University's behalf to ensure that good value is received for every expenditure.

### Organization Records and Communications

Accurate and reliable records of many kinds are necessary to meet the University's legal and financial obligations and to manage the affairs of UDM. The University's books and records must reflect in an accurate and timely manner all business transactions. The employees responsible for accounting and record keeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements.

Employees must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

- False expense, attendance, financial, or similar reports and statements
- False advertising, deceptive marketing practices, or other misleading representations

If an employee becomes aware of a situation that involves inaccurate accounting or record keeping, the employee is encouraged to directly contact the Finance Committee of the Board of Trustees or the outside audit firm to disclose the irregularity.

### Prompt Communications

In all matters relevant to students, suppliers, government authorities, the public and others in the University, all employees must make every effort to achieve complete, accurate, and timely communications—responding promptly and courteously to all proper requests for information and to all complaints.

### Privacy and Confidentiality

When handling financial and personal information about students or others with whom the University has dealings, observe the following principles:

1. Collect, use, and retain only the personal information necessary for the University's business. Whenever possible, obtain any relevant information directly from the person concerned. Use only reputable and reliable sources to supplement this information.
2. Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
3. Limit internal access to personal information to those with a legitimate business reason for seeking that information. Use only personal information for the purposes for which it was originally obtained. Obtain the consent of the person concerned before externally disclosing any personal information, unless legal process or contractual obligation provides otherwise.