

AGREEMENT

between the



and the



May 16, 2016 – May 15, 2021

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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 Article 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 & Science, Health Professions, Liberal Arts & Education, or the School of Architecture.
- 1.5 "Librarian" means an employee who is a full-time librarian assigned to the McNichols or Dental libraries, the Instructional Design Studio, or to any library facility reporting to the Dean of Libraries and Instructional Technology.
- 1.6 "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 and who is not eligible for

tenure as defined in Article 5.9.

- 1.7 "Academic Unit" as used in Article 5.9 refers to the colleges, schools and libraries encompassing employees who are members of the bargaining unit.
- 1.8 "Bargaining Unit" means the employees collectively covered by Article 2.1.
- 1.9 "Unit" means schools, colleges or libraries that have no academic departments.
- 1.10 Pronouns. The masculine, feminine and neuter gender of pronouns are used interchangeably.
- 1.11 "Part-Time Faculty Member" means a person, including administrative employees, teaching no more than two sections, or six (6) hours, whichever is less, in any given trimester.
- 1.12 "Part-time Librarian" means a person whose exclusive obligations involve providing professional library services for no more than thirty (30) hours per week.
- 1.13 "Lecturers" and "Clinical Instructors" 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 & Science, Liberal Arts & Education, Health Professions and McAuley School of Nursing, the School of Architecture, and including within such schools and colleges the department Chairpersons, librarians, as well as librarians within the School of Dentistry.
- 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 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 Article 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 Article 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 Union Membership:** Employees may voluntarily elect to become members of UDMPU and to do one of the following:
- (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 sign an authorization form for the payroll deduction of such dues and initiation fees.
- 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 Article 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) The minimum percentage of sections taught by full-time faculty is the threshold. The threshold for the 2016-2017 academic year shall be 71.2% based on a total of 4 Clinical Instructors and 8 Lecturers. For each Lecturer or Clinical Instructor added, the threshold will increase by 0.25%.
 - (c) 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) Any course taught by adjunct faculty members who were hired as

a direct result of full-time faculty members exercising their rights under Section 9.14 Family-Life Work Balance or 6.3(a)(iv) Reduction of Teaching Load, shall not be included in the above calculation.

- (v) All courses taught by Clinical Instructors shall be included in the full-time total.
 - (vi) Professors of Practice and Religious in Residence shall be treated as Lecturers, however, courses taught by Religious in Residence shall not count towards the threshold calculation.
 - (vii) In any instance where a pertinent accreditation standard would be violated by the implementation of this paragraph, the accreditation standard shall control.
- (d) Should the percentage of bargaining unit sections taught by full-time faculty be 1% or more below the threshold identified in Article 3.3(b) during Term I of the academic year, corrective action will be implemented to bring the ratio back to the threshold or higher for the subsequent academic year by hiring additional full-time tenure-track faculty based on the following formula.
- (i) The number of new tenure-track faculty lines required under this section will be computed by subtracting from the required threshold of total sections the number of sections actually taught, and dividing by 5. This is the number of net new tenure-track 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 Provost and Vice President for Academic Affairs shall provide duly authorized Union representatives with information necessary for the determination of the percentages specified in Article 3.3 (b) of the Agreement, by November 1 of each academic year.
- (e) 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 Article 3.3 (e) 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 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 membership dues certified by the UDMPU as required. Deductions authorized by the employee and certified by the UDMPU will be deducted from the employee's pay in the manner specified in the authorization. The Employer will have no obligation to deduct or remit dues or initiation fees payable for the account of the 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 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.
- 3.8 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.
- 3.9 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.
- 3.10 Union Email Access:** The Employer will provide the Union with access to the Employer's Email system for normal union communications.
- 3.11 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 Article 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 teaching, research, professional library services and creative endeavors. 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, online documents, voice mail, faxes, and phones shall be duly respected. Nothing in this article shall restrict the Employer's rights as outlined in Article 4.1(c).
- 5.5 Faculty Appointments:** The following full-time positions and ranks are covered by the contract pursuant to Article 2.1 above. The qualifications listed for each position shall serve as the minimum required for an employee to be eligible to hold that position, but does not ensure attainment of promotion, tenure/continuous employment or renewal of contracts.

(a) **General Policies:** The following general policies shall apply:

- (i) With the exception of term appointments, all full-time faculty hires shall be as a result of a full search, with appropriate faculty involvement, for an open position. All consecutive years of service at the University shall count as part of the tenure/reappointment clock unless stated otherwise herein.
- (ii) The hiring of clinical-track faculty, in addition to 5.5(a)(i) above, shall be as follows: The availability of positions on the clinical-track shall be determined by the Dean with the approval of the Provost and Vice President for Academic Affairs and is based on the needs of the respective programs. As part of the hiring process, faculty candidates shall be required to submit appropriate documentation, which will be reviewed by the search committee and shall include a recommendation to the Dean regarding whether the position shall be on the clinical-track or tenure-track. If the Dean disagrees with the recommendation, he/she will meet with the committee for additional dialogue before making a determination. The primary role of clinical-track faculty is the supervision of students and provision of clinical teaching in collaborating agencies.
- (iii) Candidates for administrative positions (e.g., Deans) who also seek underlying academic appointments shall follow all procedures and fulfill all requirements for the desired rank.
- (iv) For all full-time faculty hires above the rank of tenure-track or Clinical-Track Assistant Professor, and Assistant Librarian, determination of rank and tenure shall include review and recommendation by all levels through the Dean of the Academic Unit as outlined in the tenure and promotion review process (Article 5.9) for determination of rank and tenure as part of the initial hiring process.

(b) **Tenure-Track Positions:**

- (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.

The rank of tenure-track Instructor shall only be provided to a newly hired faculty member who is in the process of completing

his/her terminal degree (e.g., ABD) and is in all other aspects a desirable new hire. This person shall complete the terminal degree within the first year (by August 15th) on the tenure-track and shall be granted the rank of Assistant Professor as defined in Article 5.9(a)(ii) at the time of completion of the degree. Article 9.20 shall apply to faculty who complete the degree requirements within this timeframe. Failure to comply with these requirements shall result in termination at the end of this first year.

- (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); evidence indicating promise of 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 evidence indicating promise of service to the department, college, university, profession and community.

Credit for Prior Service: Credit for prior service in a tenure-track Assistant Professor position at another institution, up to a maximum of two years of the probationary clock, may be agreed upon and specified in an initial appointment letter.

- (iii) **Associate Professor:** The criteria for the rank of Associate Professor shall include successful completion of the probationary period (six-year tenure clock); 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 department, college, university, the profession, and the community.

Initial Hire at the Associate Professor Rank: As part of the hiring process, faculty candidates shall be required to submit appropriate documentation, which will be reviewed by all levels through the Dean of the Academic Unit, as outlined in the tenure and promotion review process (Article 5.9) for determination of rank and tenure. Recommendations from all levels shall be forwarded to the Provost and Vice President for Academic Affairs who will make the final decision to grant or deny rank and tenure as part of the application process.

- a. If tenure is denied, the faculty candidate may be hired at the associate professor rank without tenure, and shall receive three years of credit towards their tenure-clock for prior service in a tenure-track position at another institution. The subsequent tenure applications of such candidates shall include an evaluation of their accomplishments in research, teaching and service while at Detroit Mercy, in addition to any resulting from prior service at another institution.
 - b. If rank is denied, the faculty candidate shall not be eligible for tenure at the time of hire. They may be offered a position at the rank of assistant professor as outlined in Article 5.5(b)(ii).
- (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 to and leadership in the department, college, university, the profession, and the community.

Initial Hire at the Professor Rank: As part of the hiring process, faculty candidates shall be required to submit appropriate documentation, which will be reviewed by all levels through the Dean of the Academic Unit, as outlined in the tenure and promotion review process (Article 5.9) for determination of rank and tenure. Recommendations from all levels shall be forwarded to the Provost and Vice President for Academic Affairs who will make the final decision to grant or deny rank and tenure as part of the application process.

- a. If tenure is denied, the faculty candidate shall not be hired with the rank of Professor. Normally, denial of tenure will result in appointment at the rank of Assistant Professor. In rare circumstances, the candidate may be hired at the rank of Associate Professor *without* tenure as outlined in Article 5.5 (b) (iii).
- b. If rank is denied, the faculty candidate may be offered a position at the rank of Associate Professor *with* tenure as outlined in Article 5.5 (b) (iii).

(c) **Librarian Positions:**

- (i) **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.

The rank of library Instructor shall only be provided to a newly hired faculty member who is in the process of completing his/her terminal degree (e.g., ABD) and is in all other aspects a desirable new hire. This person shall complete the terminal degree within the first year (by August 15th) of the probationary clock and shall be granted the rank of Assistant Librarian as defined in Article 5.5(c)(ii) at the time of completion of the degree. Article 9.20 shall apply to faculty who complete the degree requirements within this timeframe. Failure to comply with these requirements shall result in termination at the end of this first year.

- (i) **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.
- (ii) **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 excellent in professional responsibilities and service to the University, the profession, or the community.
- (iii) **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.

(d) **Clinical-Track Positions:**

- (i) **Clinical-Track Instructor:** The criteria for the rank of Clinical-Track Instructor are possession of a minimum of a Master's degree in a discipline or related health professional (PA's

enrollment in a Master's level program), a minimum of two (2) years clinical experience in the area of expertise, teaching experience preferred, membership in professional organizations, national certification in specialty preferred (PA certification required), and licensed as a PA or RN in the State of Michigan.

The rank of Clinical-Track Instructor shall be provided only to a newly hired faculty member who is in the process of completing his/her terminal degree (e.g., ABD) and is in all other aspects a desirable new hire. This person shall complete the terminal degree within the first year (by August 15th) on the clinical-track and shall be granted the rank of Clinical-Track Assistant Professor as defined in Article 5.9(a)(ii) at the time of completion of the degree. Article 9.20 shall apply to faculty who complete the degree requirements within this timeframe. Failure to comply with these requirements shall result in termination at the end of this first year.

- (ii) **Clinical-Track Assistant Professor:** The criteria for the rank of Clinical-Track Assistant Professor are possession of a terminal degree in discipline or related health profession, a minimum of five (5) years clinical experience in the area of expertise, evidence indicating promise of teaching performance of a high order of effectiveness (including such positive acknowledgment of the effectiveness of advising as may be available), national certification in specialty or discipline, participation in professional organizations, and participation in scientific research and/or clinical projects.

Credit for Prior Service: Credit for prior service in a Clinical-Track Assistant Professor position at another institution, up to a maximum of two years of the probationary clock, may be agreed upon and specified in an initial appointment letter.

- (iii) **Clinical-Track Associate Professor:** The criteria for the rank of Clinical-Track Associate Professor shall include successful completion of the probationary period (six-year probationary clock); 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.

Initial Hire at the Clinical-Track Associate Professor Rank: As part of the hiring process, faculty candidates shall be required

to submit appropriate documentation, which will be reviewed by all levels through the Dean of the Academic Unit, as outlined in the tenure and promotion review process (Article 5.9) for determination of rank and tenure. Recommendations from all levels shall be forwarded to the Provost and Vice President for Academic Affairs who will make the final decision to grant or deny rank and continuous employment as part of the application process.

- a. If continuous employment is denied, the faculty candidate may be hired at the Clinical-Track Associate Professor rank without continuous employment, and shall receive three years of credit towards their probationary clock for prior service in a clinical-track position at another institution. The subsequent applications for continuous employment of such candidates shall include an evaluation of their accomplishments in research, teaching and service while at Detroit Mercy, in addition to any resulting from prior service at another institution.
- b. If rank is denied, the faculty candidate shall not be eligible for continuous employment at the time of hire. They may be offered a position at the rank of Clinical-Track Assistant Professor as outlined in Article 5.5(d)(ii).

- (iv) **Clinical-Track Professor:** The criteria for the rank of Clinical-Track Professor are: eight (8) years of teaching experience at the rank of Clinical-Track Associate Professor at a college or university (or equivalent); 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.

Initial Hire at the Clinical-Track Professor Rank: As part of the hiring process, faculty candidates shall be required to submit appropriate documentation, which will be reviewed by all levels through the Dean of the Academic Unit, as outlined in the tenure and promotion review process (Article 5.9) for determination of rank and continuous employment. Recommendations from all levels shall be forwarded to the Provost and Vice President for Academic Affairs who will make the final decision to grant or deny

rank and continuous employment as part of the application process.

- a. If continuous employment is denied, the faculty candidate shall not be hired with the rank of clinical-track Professor. Normally, denial of continuous employment will result in appointment at the rank of clinical-track Assistant Professor. In rare circumstances, the candidate may be hired at the rank of clinical-track Associate Professor *without* continuous employment as outlined in Article 5.5(d)(iii).
- b. If rank is denied, the faculty candidate may be offered a position at the rank of Clinical-Track Associate Professor *with* continuous employment as outlined in Article 5.5(d)(iii).

(v) **Transition Period:** In order to increase the number of terminally degreed clinical-track faculty in the College of Health Professions during the life of this new contract and, therefore, be consistent with established criteria outlined particularly in Article 5.8(a)(i), (ii) and (iii) above, the UDMPU and Detroit Mercy 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, 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 probationary clock, at the end of which all probationary clinical-track faculty must apply for continuous employment.

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 terminal degree 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 collegueship. This second year as a Term appointee counts as part of the Probationary clock, and would, if the first one-year appointment was mutually agreed to be included in the six-year probationary clock, be considered year two on the clock.

To be hired into a clinical-track position at the Assistant Professor rank, this person must apply for and be part of a full search for an open clinical-track position. At least 33% of new clinical-track hires must be terminally qualified at the date of hire for those beginning a clinical-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, with the understanding that all future hires in the clinical-track shall be terminally degreed.

- 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 their probationary clock. Anyone not meeting this requirement is not eligible for continuous employment 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 probationary period.
- d. No currently employed clinical-track faculty shall be eligible to apply for promotion to Clinical Associate or Clinical Professor until terminally degreed.

(e) **Lecturer & Clinical Instructor Positions:**

- (i) **Lecturer:** The criteria for the rank of Lecturer are: possession of a minimum of a master's degree (or equivalent) in the discipline or related discipline; 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 Article 6.3(a)(i).
 - a. **Number:** Each year the number of full-time faculty sections, as specified in Article 3.3(b), exceeds the threshold minimum, the allowable number of Lecturers shall be increased by 2. This may be invoked once during the length of this agreement so that the number of Lecturers cannot exceed 10. For purposes of this provision, Religious in Residence shall not count towards the threshold calculation in 3.3 (b).

- (ii) **Senior Lecturer:** The criteria for the rank of Senior Lecturer are: successful completion of the probationary period (six-year clock); possession of a terminal degree in the discipline or related discipline; leadership role in effective teaching; a minimum of eight (8) 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 Article 6.3(a)(i).
- a. **Number:** The number of senior lecturers shall count towards the maximum number of lecturer positions identified in Article 5.5(e)(a)(i) above.
- b. **Initial Hire at the Senior Lecturer Rank:** As part of the hiring process, faculty candidates shall be required to submit appropriate documentation, which will be reviewed by all levels through the Dean of the Academic Unit, as outlined in the tenure and promotion review process (Article 5.9) for determination of rank and continuous employment. Recommendations from all levels shall be forwarded to the Provost and Vice President for Academic Affairs who will make the final decision to grant or deny rank and continuous employment as part of the application process. If rank or continuous employment is denied, the faculty candidate may be offered a position at the rank of Lecturer.
- (iii) **Clinical Instructor:** The criteria for the rank of Clinical Instructor are possession of a minimum of a Master's degree in Nursing; evidence of potential for effective clinical instruction either as attested to by those who recommend the candidate or by virtue of having successful clinical teaching experience (clinical teaching experience preferred); a minimum of two (2) years clinical experience in the area of expertise; membership in professional organization; and licensed as an RN in the State of Michigan. Clinical Instructors will teach the maximum teaching load as specified in Article 6.3(a)(i).
- a. **Number:** Each year the number of full-time faculty sections, as specified in Article 3.3(b), exceeds the threshold minimum, the allowable number of Clinical Instructors shall be increased by 2. This may be invoked twice during the length of this agreement so that the number of Clinical Instructors cannot exceed 8.

5.6 Probationary Period: The Employer requires all non-tenured employees to serve a probationary period of 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.

5.7 Completion of Probationary Period: The probationary period as specified in Article 5.6 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; by being granted tenure for those employees covered by Article 5.5 (b) and Article 5.5 (c) above; or by being granted continuous employment for those employees covered by Article 5.5 (d) above at any time prior to the expiration of the probationary period; or, by being granted renewable-year contracts for those employees covered by Article 5.5 (c). 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.

5.8 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 agree that providing for clarity, consistency and candor in the annual evaluation of all probationary full-time faculty serves the best purposes of the individual faculty and the institution.

(a) **Procedures Following Initial Appointment:**

- (i) Hired faculty shall receive, with their appointment letter, a copy of any institutional, college and department specific standards and criteria that will be used to evaluate their academic performance for purposes of reappointment, granting of tenure and/or continuing employment, and promotion.

- (ii) During the first semester following appointment, the faculty member shall have a meeting with the her/his Dean, during which the Dean shall provide a copy of the guidelines for preparation of the tenure/continuing employment dossier as well as all annual probationary review timelines.

(b) **Procedures for Annual Reviews**

- (i) The dossier referred to in Article 5.8(a)(ii) shall be created and maintained by all probationary faculty and submitted according to the deadlines listed in 5.8 (c) to their respective Deans' office.
- (ii) The tenured faculty of each department shall determine a process to review the probationary faculty member's dossier annually in order to review and evaluate her/his progress toward meeting the University, College, School and Department/Program or Library criteria for receiving tenure or continuing employment. The review shall cover the entire period since the initial appointment. Written comments shall be provided to the department chair, along with the dossier. A copy of the comments shall be forwarded to the Dean. All written comments shall be submitted no later than August 31.
- (iii) The Chair of the Department shall meet with the probationary faculty member annually in order to review and evaluate her/his progress toward meeting the University, College, School and Department/Program or Library criteria for receiving tenure or continuing employment. The review shall cover the entire period since the initial appointment. The Chair shall provide written comments to the Dean, along with the dossier, no later than August 31. The Chair shall also submit to the Dean any written comments provided by the tenured faculty.
- (iv) The Dean of the School/College shall meet with the probationary faculty member annually in order to review and evaluate her/his progress toward meeting the University, College, School and Department/Program or Library criteria for receiving tenure or continuing employment. The review shall cover the entire period since the initial appointment. During the meeting, the Dean shall provide the faculty member with a copy of aggregated comments from earlier levels of review. All references that may identify the source of any comments in the review shall be removed so as to protect the confidentiality of reviewing faculty and Chairs. Following the meeting, the Dean shall provide a written evaluation to the employee. The dossier and all supporting materials shall be submitted to the Provost and Vice President for Academic Affairs

no later than September 30.

- (v) The Provost and Vice President for Academic Affairs will notify the employee in writing no later than October 30 as to his/her progress towards meeting the University, College, School and Department/Program or Library criteria for receiving tenure or continuing employment. The Provost and 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, as appropriate. In determining progress, the Employer shall consider all relevant available information including letters from sources chosen by the employee.
 - (vi) In Colleges/Schools without separate departments, tenured faculty within the discipline, and the Dean of that College/School shall play the appropriate roles.
 - (vii) **Mid-Tenure Review:** The Tenure & Promotion Committee of the School/College/Library shall be included in the review of the probationary faculty member's third-year dossier (submitted May 15 of the third probationary year) in order to evaluate her/his progress toward meeting the University, College, School and Department/Program or Library criteria for receiving tenure or continuous/continuing employment. The review shall cover the entire period since the initial appointment. Written comments shall be provided to the Dean, along with the dossier, no later than September 15.
 - (viii) For those cases in which the Dean's evaluation differs from an earlier level of review, he/she will meet with the appropriate committee or individuals for additional dialogue before evaluations are submitted to the Provost and Vice President for Academic Affairs.
 - (ix) All committee members and individuals involved in the process shall sign confidentiality agreements. The confidentiality of individual faculty comments and votes shall be strictly maintained during and after the process.
- (c) **Timelines for Annual Reviews of Probationary Faculty:** Probationary employees will be evaluated and, where appropriate, probationary contracts offered according to the schedule below:

Probationary Year (Starts August 16th)	Probationary Year Being Evaluated	Feedback/ Evaluation Deadline	Evaluation Action(s)	Dossier Submission Deadline**
Year 1	None	None	None	May 15
Year 2	Year 1	October 30	Notice of termination at end of year 2 OR contract for 3 rd and 4 th contract year	May 15
Year 3	Years 1& 2	October 30	No employment status action required. May notify employee of termination of contract at end of year 4	May 15
Year 4	Years 1-3	October 30 [mid-tenure clock review]	Notice of termination at end of year 4 OR contract for 5 th and 6 th contract year	May 15
Year 5	Years 1-4	October 30	No employment status action required. May notify employee of termination of contract at end of year 6	None. See Article 5.9 for year 6 review
Year 6	All Years (final tenure review)	See Article 5.9 (f)	Tenure & Promotion granted; or termination with 1-year contract unless employee has been previously notified of non-renewal after the 6 th year	See Article 5.9 for Year 6 review
**Note: If a deadline falls on a weekend or a university holiday, the deadline shall be no later than the close of the previous business day.				

- (i) Probationary employees shall receive an initial contract for a period of two 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.
- (ii) The dossier referred to in Article 5.8(a)(ii) should be submitted on or before May 15 of each year to the probationary faculty member's Dean's office.

5.9 Policies Regarding Review of Promotion and Tenure/Continuous Employment/Renewable Contracts: Application for promotion or tenure/continuous employment/renewable contracts shall be initiated by an

individual faculty member/librarian. Renewable contracts shall apply only to Lecturer, Senior Lecturer & Clinical Instructor appointments. Applications are to be made according to the procedure in Article 5.9(f) below.

(a) **Obtaining Promotion and Tenure/Continuous Employment/Renewable Contracts:**

- (i) There are three ways for a faculty member/librarian to obtain tenure/continuous employment/renewable contracts: (1) to be granted tenure/continuous employment/renewable contracts 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/continuous employment/renewable contracts pursuant to the procedures in Article 5.9(f) below.
- (ii) There are two ways for a faculty member/librarian to obtain promotion to a higher rank: (1) to be granted the higher rank at the time of hire, as outlined in Article 5.5; (2) to be granted promotion to a higher rank pursuant to the procedures in Article 5.9(f) below.
- (iii) Promotion to rank of tenure-track Associate Professor shall be simultaneous with award of tenure. Promotion to rank of Clinical-Track Associate Professor shall be simultaneous with award of continuous employment. Promotion to rank of Associate Librarian shall be simultaneous with award of tenure.

(b) **Eligibility:**

- (i) To be eligible to apply for tenure/continuous employment/renewable contracts, a full-time faculty member shall be in the sixth year of their probationary period at Detroit Mercy, and shall have fulfilled the minimum qualifications for the appropriate rank as outlined in Article 5.5. Meeting the minimum qualifications does not ensure attainment of tenure/continuous employment/renewable of contracts.
- (ii) To be eligible to apply for promotion, a full-time faculty member shall have fulfilled the minimum qualifications for the appropriate rank to which he/she seeks to be promoted as outlined in Article 5.5. Meeting the minimum qualifications does not ensure attainment of promotion.

(c) **Modifications to the Eligibility Requirements:**

- (i) For tenure-track and clinical-track instructors, the language in Article 5.5(b)(i)(a) and Article 5.5(d)(i)(a), respectively, shall apply, with the additional proviso that the first year shall be included in counting the number of years on the tenure-track/clinical-track.
- (ii) For tenure-track/clinical-track appointments at the rank of Assistant Professor/Librarian appointments, credit for prior service shall be as outlined in Article 5.5.
- (iii) For tenure-track/clinical-track appointments above the rank of Assistant Professor/Librarian appointments, credit for prior service shall be as outlined in Article 5.5.
- (iv) For non-tenure-track employees (term appointments), the language in Article 5.16 [Non-Tenure-Track Employees] shall apply in counting the number of years on the probationary clock.
- (v) **Transition Period:** To help implement the modified review process for probationary faculty outlined in Article 5.9, a transition period of one academic year, effective August 16, 2017, shall apply. Faculty in their fourth probationary year at Detroit Mercy in academic year 2016-2017 shall be eligible to apply for tenure/continuous employment/renewable contracts during this transition period. For such applicants, a denial of tenure/continuous employment/renewable contracts shall be without prejudice to the employee or to his/her continued employment. Article 5.9(g)(ix), Appeal for Review of Decision, shall not apply in these cases. All other requirements of the review process, as outlined in Article 5.9, shall be followed during the transition period, and shall apply to all employees.
- (vi) **Early Tenure/Continuous Employment:** The review of an application for tenure/continuous employment in the fifth year of a faculty member's probationary period at Detroit Mercy shall be regarded as a rare and extraordinary action, to be considered only in compelling circumstances for probationary faculty on the tenure-track and clinical-track who meet the eligibility criteria identified below.
 - a. **Eligibility to Apply:** Only faculty who have successfully completed their Mid-Tenure Review and have received the highest rating in all areas of evaluation may petition to be considered for early tenure/continuous employment.
 - 1. A faculty member who satisfies the above criterion and wishes to be considered for early tenure shall

submit a written petition to the Dean of their College/School/Library no later than April 15 of their fourth probationary year. The faculty member shall provide clear justification, with relevant documentation, to demonstrate a record of extraordinary accomplishment that can be readily distinguished from strong cases.

2. The Dean of their College/School/Library shall provide written notification to the petitioning faculty member, with copies to the relevant department chair, no later than May 15 of the faculty member's fourth probationary year. Approval of a petition to apply shall not be considered an approval of any subsequent tenure/continuous employment application submitted by the faculty member. Denial of a petition shall be without prejudice to the sixth-year tenure/continuous employment application submitted by the faculty member.

b. **Review Process:** The review process shall proceed as outlined in Article 5.9: Policies Regarding Review of Promotion and Tenure/Continuous Employment/Renewable Contracts, subject to the following provisos:

1. Each level of review shall comment specifically on the special grounds for an early decision based on the faculty member's record of extraordinary accomplishment. Merely meeting or exceeding the criteria for tenure/continuous employment shall not be sufficient reason for a positive recommendation.
2. The application must receive a positive recommendation at every level of the review process for approval of early tenure/continuous employment.
3. A negative recommendation at any level shall stop the review process and the complete application shall be forwarded to the Provost and Vice President for Academic Affairs who shall provide the faculty member with a copy of aggregated comments from all levels of review along with the notification of the final decision.

4. A denial of early tenure/continuous employment in the fifth probationary year shall be without prejudice to the employee's continued employment or his/her sixty-year tenure/continuous employment application. Article 5.9(g)(ix), Appeal for Review of Decision, shall not apply in these cases.
- (d) **Criteria:** In the spirit of shared governance, specific academic-unit criteria for promotion or tenure/continuous employment/renewable contracts are established by the members of the Academic Unit and are available to all faculty from their Dean's office. These criteria shall be determinant in the decision to grant promotion and/or tenure/continuous employment/renewable contracts.
- (e) **Tenure/Continuous Employment/Renewable Contracts and Promotion Committees:**
- (i) **Department Tenure and Promotion Committee:** In colleges/schools where the initial tenure/continuous employment/renewable contracts and promotion committee is the department committee, eligibility to serve shall be determined by the department. Any eligible faculty member/librarian may have membership on multiple tenure/continuous employment/renewable contracts and promotion committees, including department chairperson or designated person, up to and including the Academic Unit Tenure and Promotion Committee. This member shall, however, be eligible to vote only at the lowest level committee of which he/she is a member.
 - (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/continuous employment/renewable contracts 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/continuous employment/renewable contracts or promotion. The committee shall elect its own chairperson.
 - (iii) **McNichols Tenure and Promotion Committee:** 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 thirty (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/continuous employment/renewable contracts 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 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 Provost and Vice President for Academic Affairs.
- e. The committee, in consultation with the Provost and Vice President for Academic Affairs, shall call its own meetings and establish its own operating rules.
- f. All committee members shall sign confidentiality agreements.

- (f) **Procedure for Review of Promotion and Tenure/Continuous Employment/Renewable Contracts:** The review process for tenure/Continuous Employment/Renewable Contracts applications is a natural extension of the annual review process for probationary faculty outlined in Article 5.8. The emphasis is on providing robust and extensive feedback to the candidate at all levels. The schedule for the review process shall be as outlined in the table below. If a due date in the schedule falls on a weekend or university holiday, the deadline shall be no later than the close of the previous business day.

Responsible Parties	Action	Deadline** (on or before)
Faculty Member	Submit Dossier to Department Committee and formal written notice to Dean's office	September 15 (Sixth Probationary Year)

Department Committee	File report and recommendation to Dean's office	October 1
Department Chairperson	File report and recommendation to Dean's office	October 15
College/School/Library Committee	Files report and recommendation to Dean's office	December 1
College School/Library Dean	Files report and recommendation to the McNichols T & P committee.	January 15
McNichols Committee	Files report and recommendation to the Provost	March 1
Provost and Vice President for Academic Affairs	Makes decision to either grant or deny tenure/promotion subject to Article 5.9(f)(ix)	March 31
Faculty Member	May file an appeal for review of decision subject to Article 5.9(f)(ix)	April 30
Faculty Review Committee (FRC)	Reviews Appeal/makes recommendation to President of the University	May 15
University President	Notifies candidate of his/her decision	June 15
**Note: if the due date falls in a weekend or a university holiday, the deadline shall be no later than the close of the previous business day.		

- (i) An Employee must submit a written tenure/continuous employment/renewable contract request, together with accompanying dossier, to his/her department or Academic Unit Tenure and Promotion Committee with a formal written notification to the appropriate Dean's office no later than September 15 of their sixth probationary year. If a due date falls on a weekend or university holiday, the deadline shall be no later than the close of the previous business day.
- (ii) The Department or Academic Unit Tenure and Promotion Committee shall meet, confer, and vote whether to support the request for tenure/Continuous Employment/Renewable Contracts and/or promotion and file a copy of its report and recommendation with the appropriate Dean's office no later than October 1.
- (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 15.

- (iv) The employee's written tenure/continuous employment/renewable contracts and/or promotion application, together with the reports and recommendations of any department committee, and the department chairperson, shall be transferred to the Academic Unit Tenure and Promotion Committee. The committee shall meet, confer, vote, and file its report and recommendation with the appropriate Dean's office no later than December 1.
- (v) The Dean of the Academic Unit shall prepare a report and recommendation for all cases. For those cases in which the Dean's evaluation differs from an earlier level of review, he/she shall meet with the appropriate committee or individuals for additional dialogue before filing his/her report. The Dean shall file a report and recommendation to the McNichols Committee no later than January 15.
- (vi) The McNichols Committee shall meet, confer, vote, and file its report and recommendation with the Provost and Vice President for Academic Affairs no later than March 1.
- (vii) The Provost and Vice President for Academic Affairs shall review all cases for tenure/continuous employment/renewable contracts and/or promotion filed by the McNichols Committee. 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. The Provost and Vice President for Academic Affairs shall provide the faculty member with a copy of aggregated comments from each level of review along with the notification of the final decision to grant or deny tenure/continuous employment/renewable contracts and/or promotion. All references that may identify the source of any comments in the review shall be removed so as to protect the confidentiality of reviewing faculty and chairs. Such notification shall be given to the candidate and the Dean by March 31.
- (viii) Subject to the procedure described in Article 5.5(f)(ix) below, the decision of the Provost and Vice President for Academic Affairs shall be final as to the particular tenure/continuous employment/renewable contracts and/or promotion request and shall not be subject to the grievance procedure or arbitration. Tenure/continuous employment/renewable contracts and/or promotions granted by this procedure shall become effective no later than August 16.
- (ix) **Appeal for Review of Decision:** Faculty who have been denied

promotion or tenure/continuous employment/renewable contracts shall have the right to file an "Appeal for Review of Decision." The appeal process and timelines shall be as follows:

- a. The faculty member shall file an appeal no later than April 30.
- b. The review of the appeal shall be conducted by a Faculty Review Committee (FRC) comprised of 6 faculty at the rank of Professor, with one individual from each of the Schools/Colleges/Libraries represented in the bargaining unit. The FRC shall review the merits of the appeal based on evidence provided by the candidate in support of his/her appeal. The FRC shall file a report along with its recommendation to the President of the University no later than May 15.
- c. Prior to rendering a decision, the President shall confer with the chairperson of the Faculty Review Committee and the Provost and Vice President for Academic Affairs. The President shall provide written notification to the candidate of his/her decision no later than June 15.
- d. In no event shall a filing of an appeal or response to such appeal serve to lengthen an individual employee's period of employment with the Employer.

(g) **Rules for Review of Promotion and Tenure/Continuous Employment/Renewable Contracts:**

- (i) Only tenure/ clinical-track full-time faculty shall have a role in the tenure and promotion process for tenure/clinical-track faculty.
- (ii) Each level of review in the review process shall be made independent of influence from above. Each level shall have access to all reports and recommendations from lower levels.
- (iii) An application may be withdrawn only by the employee requesting promotion or tenure/continuous employment/renewable contracts. He/she unilaterally may withdraw his/her application at any stage of the review procedure. In promotion review cases, withdrawal shall be without prejudice.
- (iv) In reviewing an application for tenure/ continuous employment/renewable contracts and/or promotion, each

reviewer shall consider only the professional qualifications of the applicant, and shall adhere to established criteria for promotion or tenure/continuous employment/renewable contracts.

- (v) The Provost and Vice President for Academic Affairs shall provide the faculty member with a copy of aggregated comments from each level of review along with the notification of the final decision to grant or deny tenure/continuous employment/renewable contracts and/or promotion. All references that may identify the source of any comments in the review shall be removed so as to protect the confidentiality of reviewing faculty and chairs.
- (vi) The confidentiality of individual faculty comments and votes shall be strictly maintained during and after the process.
- (vii) All committee members and individuals involved in the process shall sign confidentiality agreements.
- (viii) There shall be no quota/ration for tenured/continuously employed positions or for positions subject to promotion. Quotas for Lecturer and Clinical Instructor positions shall be outlined in Article 5.5.
- (ix) Any application or supporting documentation submitted after the September 15 deadline shall not be considered.
- (x) In the event a review timetable referred to in 5.9(f) is not complied with, the request shall automatically move to the next higher level.

5.10 Termination and Notification of Probationary Employees: In the event the Employer determines that it wishes to terminate a probationary employee prior to the successful completion of the probationary period specified in Article 5.6, 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.

5.11 Continuation of Employment for Tenured Employees: 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.

5.12 Continuous 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) 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.

(b) Any clinical appointment subsequent to the probationary period will be automatically renewed subject to Article 5.13(b) 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.

5.13 Renewable Contracts for Lecturers: A Lecturer is a full-time non-tenure-track faculty position. Professors of Practice and Religious in Residence shall be considered Lecturers. Lecturer positions cannot replace full-time tenure-track positions.

(a) A Lecturer is not eligible for tenure. Should a current Lecturer be hired into a tenure-track position as a result of a full search, 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.

(b) Any Lecturer contracts subsequent to the probationary period shall be for a period of 3 years, renewable at the end of the second year. 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 shall submit an application for renewal. The first part of the process in Article 5.9 shall be followed. If including 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 McNichols Tenure and Promotion Committee and continues with the same process in Article 5.9.

- (c) **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 position. The Employee shall be entitled to all the rights of laid off employees described in Article VII below.
- (d) **Senior Lecturers:** Application for promotion to the rank of Senior Lecturer follows the same procedure as specified in Article 5.9. Upon such promotion the lecturer shall be 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 Article 5.11(b) above. Initial hires made at the Senior Lecturer rank 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 Article 5.11(b) above.

5.14 Renewable Contracts for Clinical Instructors: A Clinical Instructor is a full-time non-tenure/clinical-track faculty position. Clinical Instructor positions cannot replace full-time tenure/clinical-track positions. A Clinical Instructor is not eligible for tenure.

- (a) Any Clinical Instructor contracts subsequent to the probationary period shall be for a period of 3 years, renewable at the end of the second year. 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 Clinical Instructor shall submit an application for renewal. The first part of the process in Article 5.9 shall be followed. If, after the Dean's recommendation, all recommendations have been positive, the Clinical Instructor shall be renewed without additional consideration. If any of the recommendations at or before this level are negative, the application proceeds to the McNichols Tenure and Promotion Committee and continues with the same process in Article 5.9.
- (b) **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 Clinical

Instructor's contract. This discontinuation may occur if the faculty line is eliminated, or if it is converted to a tenure-track position. The Employee shall be entitled to all the rights of laid off employees described in Article VII below.

5.15 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 (6) months of the date of its occurrence.

5.16 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. The parties agree that such appointments may be used for emergency replacements and other short-term, temporary instruction needs. Such employees shall be hired for no more than four (4) academic terms during a two (2) 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 (2) 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 in (effect in the second probationary contract tenure-track faculty) effectively a second probationary contract year tenure-track or clinical-track employee. 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 or clinical-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.

5.17 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 Provost and Vice President for Academic Affairs. Files including employment contracts, benefits, salary, and related information will be located in the Human Resources Office.

- (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 Provost and Vice President for Academic Affairs, or the Human Resources Office 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 Provost and Vice President for

Academic Affairs 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 & Science, Health Professions, Liberal Arts & 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.

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 Article 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 Article 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 by the Associate Vice President and University 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 to University-related programs, career paths and alternatives; offer advice, guidance or referral, when appropriate, on University policies and procedures. Faculty will appropriately document advisee interactions using university adopted methods (i.e., Advisor Notes, Student Success Network, etc.). Faculty members shall have the right to review the academic records 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 disciplines. 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 Article 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/school, 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:** Normal librarian responsibilities include developing, maintaining, and evaluating collections of materials in all formats which support University's curricular and research needs, as well as facilitating the effective use of these collections. Librarians' responsibilities include the following:
- (i) **Data Acquisition and Maintenance:** Librarians select resources and develop collections that aid in research. This includes consulting with faculty to determine which resources are needed for coursework and fields of study; ordering new materials; assigning accession codes and headings relevant to subject matter to aid in browsing; maintaining authority records and files to support the online catalog of the Libraries/IDS on local and national databases; and, keeping abreast of new technologies that may affect the types of resources acquired and the means for making these available to users.
 - (ii) **Archiving:** Librarians maintain the University's archives of tangible and online materials that are unique to the University's history and mission. This includes locating primary resources; ensuring a safe environment for tangible items; together with the Instructional Design Studio providing electronic access for online versions; and keeping abreast of new technologies that may affect accessibility to these resources, in particular those in online/electronic format.
 - (iii) **Consultation and Instruction:** Librarians provide support for teaching and learning in all instructional settings by assisting members of the University community and the broader academic and geographic communities in locating data resources and using them effectively and ethically. Providing reference assistance to all library users in person, by phone and by other electronic means is a key aspect of librarians' work.
 - (iv) **Professional Engagement:** Librarians participate in professional associations to keep abreast of current developments in their field.

- (v) **University Service:** 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. In some instances, librarians may be asked to serve in administrative or quasi-administrative capacities as department heads. Librarians may also be of assistance in fund raising and recruitment.

6.3 Workload: An employee may be assigned any combination of the professional responsibilities specified for his/her classification in Article 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 Article 6.4.

An employee will be assigned any combination of the responsibilities specified for his/her classification in Article 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.

In certain cases, including interdisciplinary courses, team teaching may be desirable and add value for student learning. Faculty involved in team teaching (defined as joint responsibility for full course content and evaluation throughout the course) each receive full course credit for teaching load and remuneration purposes. Split teaching (each faculty member is responsible for and participates only in his/her portion of the course) is not part of this paragraph.

- (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 Article 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 Article 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 the McNichols 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 is canceled, a faculty member may be required to teach an alternative course for which he/she is qualified and prepared or render alternative professional services as defined in Article 6.2 during the term in which the canceled course was scheduled, or during the subsequent on term or off term semester, as mutually agreed upon. A canceled class shall normally not be converted to a directed study.

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 Article 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) **Teaching Load Credits:** In the College of Health Professions, the term teaching load credits (TLC) is used as a synonym for credit-hours. One didactic TLC shall be the same as one credit hour of workload; one laboratory TLC shall be equal to two credits of workload; and one clinical/practicum/internship TLC shall be equal to 1.5 credit-hours of workload. These calculations will be used to determine maximum teaching load. The assignment of administrative responsibilities in CHP shall be the product of a mutual agreement between the faculty and the Dean.
- (iii) **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.

- (iv) **Adjustment of Teaching Load:** The maximum teaching load as defined in Article 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 Article 6.3(a)(ii)(a-e) above
- a. Substantial commitments to University Service, as described in Article 6.2, assigned by the Dean or Provost and Vice President for Academic Affairs.
 - b. Thesis and dissertation activities and student projects as described in Article 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 Article 6.3(a)(ii) (a) through (e) and an assignment as defined in Article 6.3(a)(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.

- (v) **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. Ordinarily, faculty members shall have a of reduced workload for reduced pay for up to a maximum of two years with a potential for up to a second two-year period. 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.

(vi) **Saturday Assignment for Faculty:** Recognizing that Saturday classes provide an important opportunity for 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.

(vii) **Verification of Workload for Post-Probationary Faculty:** At the request of the Employer, each post-probationary faculty member shall annually submit a report describing the previous year's workload and planned activities in the subsequent year. Each faculty member shall submit their report by May 15. The Dean shall meet with and provide written feedback to the faculty member no later than September 30. Following this step, the faculty member shall review and forward the report, with any additional comments, to the Vice President for Academic Affairs, no later than October 15. The general configuration of the assignment shall be agreed to by the UDMPU and Detroit Mercy.

(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. It is not anticipated that the Librarians will be assigned to work over the Easter weekend, Thanksgiving weekend or during Christmas week. Any librarian working these times, by mutual agreement, shall be granted compensatory time off or pay (as mutually agreed) at the rate of 2.0 times the hours worked. 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 exempt from the day, hour and compensatory time provisions of Article 6.3 (b) above. Compensation for such work will be at the rate of not less than \$15.00 per hour and such rate shall be increased by the percentage of across-the-board salary adjustments for each year of this contract. 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 post-probationary librarian shall annually submit a report describing the previous year's workload and planned activities in the subsequent year. Each

librarian shall submit their report by May 15. The Dean shall meet with and provide written feedback to the librarian no later than September 30. Following this step, the librarian shall review and forward the report, with any additional comments, to the Vice President for Academic Affairs, no later than October 15. The general configuration of the assignment shall be agreed to by the UDMPU and Detroit Mercy.

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 Article 9.6.

- 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 Provost and 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 Provost and 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 reductions 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 Article 13.7. Alternatives to layoffs of individual faculty members shall include but are not limited to:

- (a) Encouraging voluntary separation or reduced load per Article 6.3(a)(iv).
- (b) Reassigning of Bargaining Unit member other than those subject to layoff.
- (c) Utilizing alternate term appointments (i.e. Term I and III)
- (d) Assigning faculty to two or more programs.
- (e) Keeping open a vacancy created by retirement, resignation, or some other form of actual or anticipated attrition.
- (f) Eliminating additional appointments of non-tenure-track faculty.
- (g) Eliminating non-tenured track positions in a department.
- (h) Reconsidering assignment of graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.
- (i) Converting current graduate assistantships positions to faculty positions.
- (j) 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) Faculty members on term appointments.
 - (iii) Clinical Instructors in inverse order of seniority.
 - (iv) Probationary Lecturers in inverse order of seniority.
 - (v) Non-probationary Lecturers and Senior Lecturers in inverse order of seniority.
 - (vi) Probationary clinical-track faculty in inverse order of seniority.
 - (vii) Probationary tenure-track faculty in inverse order of seniority.
 - (viii) Continuously employed clinical track faculty in inverse order of seniority.

(ix) Tenured faculty members in inverse order of seniority.

When two or more faculty members in (v) through (ix) 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 (v) through (ix) 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) day Notice:** The Employer shall inform the Union in writing sixty (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) day notice.

b. During the second contract year – 180 day notice.

c. During the third and subsequent contract years – 210 day notice.

d. Tenured or continuously employed Faculty Members - 280 day notice.

- (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 Office of Academic Affairs 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 Office of Academic Affairs 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 Article 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 remission benefits available to the employee's spouse or legally domiciled adult and dependent children pursuant to Article 9.15 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 undergraduate 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 Article 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 Provost and Vice President of Academic Affairs 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 (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 Article 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: Employees Represented by the Bargaining Unit:** The salaries of employees effective May 16, 2016 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. All minimum salaries shall increase by the percentage of across-the-board salary adjustments for each year of this contract.

Appointment	Faculty	Librarian
Instructor	\$33,000	\$33,000
Assistant Professor	\$37,000	\$37,000
Associate Professor	\$47,000	\$47,000
Professor	\$58,000	\$58,000
Lecturer	\$33,000	
Senior Lecturer	\$37,000	

9.2 Across-the-board Salary, Equity & Bonus 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 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 June 30 of the previous academic year. For the 2016-2017 academic year salary adjustments shall be determined by taking the employee's base annual salary and increasing it by 2.5% effective August 16, 2016. For the 2017-2018 academic year salary adjustments shall be determined by taking the employee's base annual salary and increasing it by 2.5% effective August 16, 2017. For the 2018-2019 academic year salary adjustments shall be determined by taking the employee's base annual salary and increasing it by 2.5% effective August 16, 2018. For the 2019-2020 academic year salary adjustments shall be determined by taking the employee's base annual salary and increasing it by 3% effective August 16, 2019. For the 2020-2021 academic year salary adjustments shall be determined by taking the employee's base annual salary and increasing it by 3% effective August 16, 2020.
- (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 \$360,000. The parties agree that pursuant to the external equity study completed in the 2015-2016 academic year, up to \$180,000 of the equity pool shall be distributed in year one of the contract, effective August 16, 2016, for each eligible bargaining unit member according to the compensation methodology

agreed upon by the parties. The remaining equity funds shall be distributed in year two of the contract, and be effective August 16, 2017. 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 2016 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%.

- (c) **Bonus Adjustments**: In the first paycheck of the 2017-2018 academic year, the University shall make a one-time only lump sum bonus payment (not to be added to base salary) in the total amount of ¼% of base salary. In the first paycheck of the 2018-2019 academic year the University shall make a one-time only lump sum payment ½% of base salary. Eligible bargaining unit members shall be those who were in a position covered by this Agreement as of August 16, 2016 and who remain so as of August 16, 2018.

9.3 Salary Adjustments for Promotions: An employee who holds the classification of Instructor and above, Library Instructor and above, Clinical-Track Instructor and above, or Lecturer 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 Article 9.1.

9.4 Chairperson/Area Coordinator Salary for Additional Service: The UDMPU and Detroit Mercy agree that Department and 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. Three 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 equal to or 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 equal to or 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 equal to or 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 initial report is provided to the Union summarizing the calculation and award for each Chair. Should either party request a review or revision of the compensation formula as applied, a discussion and report shall ensue. 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 Article 6.1 shall be entitled to additional salary for such work assignment. Effective August 16, 2016, a faculty member teaching undergraduate or graduate courses shall be compensated at the rate of One Thousand Seven Hundred Eighty-Five Dollars (\$1785) per credit hour of instruction delivered. The compensation for this will be increased

each year of the contract according to the following schedule:

Effective	8/16/2016:	\$1785 per credit hour
Effective	8/16/2017:	\$1830
Effective	8/16/2018:	\$1880
Effective	8/16/2019:	\$1940
Effective	8/16/2020:	\$2000

9.6 Overload Assignments: Any faculty member accepting an overload assignment pursuant to Article 3.3(e) shall be compensated at a rate not less than Nine Hundred (\$900.00) Dollars per credit hour for academic year 2016-2017, Nine Hundred and Twenty-Five (\$925.00) dollars for academic year 2017-2018, Nine Hundred and Fifty (\$950.00) dollars for academic year 2018-2019, Nine Hundred and Eighty (\$980.00) for academic year 2019-2020 and One Thousand and Ten (\$1010.00) dollars for academic year 2020-2021.

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 amounts will be adjusted proportionally. When thirty (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-hour 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.

In the event that any low-enrolled courses are converted to directed readings:

- (a) A course offered to anyone outside the bargaining unit shall count towards their two-course limit.
- (b) The process outlined in Article 3.3(e) shall apply.
- (c) A bargaining unit member who chooses to teach such a course as a result of the Article 3.3(e) process shall have the option to bank the credits for the directed readings or receive compensation at the prescribed rate.

A standard pay for dissertations will be given to committee chairs and non-chair members as follows: Committee chair shall receive \$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 August 16, 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 (30) 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.

(a) The University will pay the following:

<u>Blue Cross PPO</u>	
Single Person -	70%
Two Person -	70%
Family -	70%
<u>Blue Cross PPO 3</u>	
Single Person -	75%
Two Person -	75%
Family -	75%
<u>Health Alliance Plan</u>	
Single Person -	75%
Two Person -	75%
Family -	75%

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 a \$1,300 cash payment, payable in equal installments, in lieu of the medical insurance offered by the University. This election shall take place annually during the open enrollment period. Employees will need to furnish evidence of continuing coverage each year in order to remain eligible for this benefit.

If an employee's spouse or legally domiciled adult has access to Medical group insurance coverage through his/her employer, they must enroll in their employer's plan as primary coverage in order to be covered under the Detroit Mercy plan with secondary coverage, unless the cost for the spouse or legally domiciled adult to enroll in his/her employer's plan exceeds \$175 per month.

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.

- (b) The parties agree to a reopener limited to health care benefits only after January 1, 2017 with the establishment of a Health Care Benefits Committee with at least two (2) representatives from each employee group. It is agreed that the current health care offerings will remain in effect for the duration of this agreement until such time as new health care benefits are negotiated.

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

- (a) Employees and employer contributions to 403(b) accounts shall be as follows: for 2016-2017 and 2017-2018, employees who contribute 3% of their annual base salary into the plan shall receive an Employer contribution of 9%; For 2018-2019, 2019-2020 and 2020-2021, employees who contribute 3% shall receive an Employer contribution of 9%, employees who contribute 5% in the plan shall receive an Employer contribution of 10%.
- (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.

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 up to a maximum of \$100,000. 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.

Employees may also apply for optional life insurance for themselves and for their spouse or legally domiciled adult and dependent children. Contact the Human Resources Office for more information on optional life insurance.

- 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 the employee's own illness or injury; or care of a sick child, spouse or legally domiciled adult or 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 of unpaid leave related to birth or adoption of a child. While the first 12 weeks of childbirth or adoption related leave can be taken on an intermittent basis, any additional leave in excess of those weeks must be taken all at once. Any of the above-mentioned reasons will deem a leave to be FMLA qualified. In order for a qualified leave to be considered approved, an application for FMLA leave must be submitted and approved by the Human Resources Office. The Human Resources Office will coordinate all FMLA leaves. Employees should contact the Human Resources Office for more information regarding FMLA or if they wish to apply for FMLA leave.

In certain circumstances, paid leave may be substituted for unpaid leave provided under this section, such as when an employee has been approved for a Short Term Disability leave in accordance with Article 9.12. The first twelve weeks of any approved Short Term Disability leave will be considered an FMLA qualified leave.

As an additional option for receiving pay during a period of approved leave in this section, a faculty member can explore alternative options through mutual agreement between the faculty member, his/her Dean, and the Associate Vice President for Human Resources. Such alternatives could include a split load schedule or some other arrangement providing for execution of the faculty member's normal duties by the faculty member or appropriate substitutes, and/or the faculty member's performing reasonable and appropriate alternative service. All such alternative arrangements are subject to review by the Union.

- 9.12 Short Term Disability:** 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. Since the first twelve weeks of Short Term Disability leave are considered a qualified leave under the Family Medical Leave Act (FMLA) employees who are eligible for leave under the FMLA may have additional rights and responsibilities and should contact the Human Resources Office for

more information regarding FMLA. Short Term Disability and FMLA forms are available from the Human Resources Office. Completed Physician Statements must be returned to the Human Resources Office 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.

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.

Any paid or unpaid leave requests for periods of disability for a second (or any later) unrelated injury or sickness within the same academic year, must be submitted to the Human Resources Office, after notification to the Dean. 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.

The expected duration of any Short Term Disability leave is determined by the employee's attending physician after approval by the insurance carrier. 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 covering such employee's assignments shall be entitled to overload compensation to the extent the assignment exceeds the maximum teaching load provided in the Agreement.

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. For any months on Short Term Disability not paid at full salary, the employee shall be paid at 70% of base salary. Under this Short Term Disability provision, leave that extends beyond this time period will be unpaid. Benefits provided under this paragraph are offset by any disability insurance benefits or Workers' Disability Compensation benefits received.

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.

As a substitute for leave during a period of Short Term Disability, a faculty member can explore alternative options through mutual agreement between the Faculty member, his/her Dean, and the Associate Vice President for Human Resources. Such alternatives could include a split load schedule or some other arrangement providing for execution of the faculty member's normal duties by the faculty member or appropriate substitutes, and/or the faculty member's performing reasonable and appropriate alternative service. All such alternative arrangements are subject to review by the Union.

9.13 Long Term Disability: The Employer shall provide a Long Term Disability insurance plan to all employees who have completed one (1) year of service. Employees may complete an enrollment card at the time of hire which will automatically be processed at the employee's one-year anniversary so that 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 Family-Life & Work Balance: In order to create a more family-friendly work environment at the university while accommodating the academic needs of programs at the university, Detroit Mercy and UDMPU agree to implement a Family-Life & Work Balance policy as described below:

- (a) This policy shall be applicable under the following circumstances:
 - (i) An eligible faculty member is a faculty member who: is pregnant; becomes the parent of a child (either by adoption or birth); has a serious health condition; or, must care for a child, spouse or legally domiciled adult, parent, or other person in a similar relationship who has a serious health condition.
 - (ii) Only faculty who have been employed for a minimum of one year shall be eligible.

- (iii) An eligible faculty member shall complete the required documentation required by Human Resources Office for certification purposes.
- (b) **One Semester Paid Leave:** Eligible faculty may take a one-semester paid leave in the relevant semester.
 - (i) Paid leaves may, by mutual agreement of the Union, the Employer, and the employee, count as time in rank towards tenure/reappointment and/or promotion. An employee's seniority shall continue to accrue during the term of the leave.
 - (ii) Eligible faculty shall also have the option to elect an additional one-semester split-teaching load at full pay OR reduction in teaching load at reduced compensation as described in 6.3(a)(iv).
 - (iii) Faculty may invoke options (b) and (b) (ii) in any order.
 - (iv) When possible, faculty members should discuss their leave plans with their Department Chair and/or Dean no later than 4 months before the relevant semester so that the range of options can be fully explored and arrangements made.
- (c) Faculty may elect option (b)/(b)(ii) for up to two separate instances during their employment at the university.
- (d) Probationary faculty members who pause their tenure/reappointment clock by invoking this Article may do so once during their probationary period.

9.15 Adoption Benefit: In order to help families defray the expenses associated with an adoption process, the Employer shall provide a \$4,000 reimbursement for adoption fees, per family per adopted child, for up to two children. Employees should contact the Human Resources office for more information.

9.16 Lactation Support Program: The Employer has an established Lactation Support Program to assist nursing mothers on an individual basis. Employees should contact the Human Resources Office for more information.

9.17 Tuition Remission Program: The Employer shall provide a tuition remission benefit program for all employees subject to the conditions specified herein. Tuition remission 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 remission up to nine (9) 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 remission for the School of Law up to seven (7) credit-hours per term on a space-available basis. Spouses or legally domiciled adults of employees may receive full tuition and fees remission for undergraduate courses and three-quarter (75%) tuition remission for graduate courses in programs leading to master's degrees in colleges or schools covered by this Agreement. Dependent children of employees may receive full undergraduate tuition remission benefits exclusive of fees and three-quarter (75%) tuition grants for graduate courses in programs leading to master's degrees in colleges or schools covered by this Agreement. Spouses or legally domiciled adults and dependent children of retired, disabled or deceased employees may receive full undergraduate tuition remission 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 an unmarried son, daughter, or stepchild; and is under age 24 at the start of their first term of a degree program. Eligible children who begin taking courses while under 24 years of age may continue to receive the tuition remission after age 24, as long as they maintain consecutive enrollment until they obtain either the current degree they are working on or attempt 120% of the required credit-hours for their current program, whichever comes first.

Employees who believe their income level makes them ineligible for FAFSA benefits will be waived from the requirement to complete FAFSA documentation after pre-certifying with the Financial Aid Office. For more information on the pre-certification process, employees should contact the Financial Aid Office.

9.18 Vision Benefits: Employees may elect to enroll in a Voluntary Vision Program offered through Heritage Optical. Vision coverage is available for employees, their spouse or legally domiciled adult, and their eligible dependents. Vision benefits are available once every twenty-four (24) months from date of last purchase, and include eligible subscribers, spouses or legally domiciled adults, and dependent children up to their 25th birthday. For more information on vision coverage, employees should contact the Human Resources Office.

9.19 Flexible Spending Account: The Flexible Spending Account (FSA) is an employer-sponsored plan that lets employees deduct dollars from their paycheck and put them into a special account. The money in an FSA account can be used for eligible health care and dependent care expenses incurred by an employee, their spouse or legally domiciled adult, or

dependents. FSA accounts are exempt from federal taxes, Social Security (FICA) taxes, and in most cases, state income taxes.

9.20 Dental Care Benefit: The Employer shall make dental care available at its School of Dentistry to the employee, the employee's spouse or legally domiciled adult 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 or legally domiciled adult and dependents, up to a cap of \$3,000 per individual per calendar year. Beyond the \$3,000 cap amount, employees will be responsible to pay 25% of any remaining fees for the balance of that year.

9.21 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 Article 5.9.
- (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 Provost and Vice President for Academic Affairs by November 21. The McNichols Tenure and Promotion Committee shall submit its recommendations to the Vice President for Academic Affairs by January 2. The Provost and 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 Provost and Vice President for Academic Affairs meritorious proposals of not more than twelve terms of leave. Should the Provost and Vice President for Academic Affairs 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 paid leave. Only employees having six (6) years or more of seniority in a position covered by this Agreement shall be eligible for research leave. Bargaining unit member shall notify the employer by the midpoint of a paid 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.
- (f) Any employee accepting a development and research leave shall be required to make a written report of his/her activities during the leave. In addition, the employee must agree to return to active employment for the period of two (2) terms for each term on leave immediately following the expiration of his/her leave or to refund the compensation paid to him/her by the Employer during his/her development and research leave.
- (g) Any outside work for compensation during the term of the leave may be undertaken upon prior notice to the Employer subject to the

provisions set forth under Article 10.2(i).

- (h) The Employer shall have the sole right to approve or deny any application for development and research leave and such decision, on an individual case, shall not be grievable, provided, however, that the minimum of at least twelve semesters of research and development leave as specified in Article 10.2 shall be granted in each academic year in which there are sufficient and bona fide applications for such leaves.
- (i) Development and research leaves may be granted for one or two terms. For each term on such leave the individual employee shall receive as compensation, a percentage of the salary he/she would have received if not on leave, such percentage to be determined by the number of terms during which an employee is on development and research leave as follows:

One Term	90% of base salary for the term on leave
Two Terms	75% of annual base salary

If the employee earns additional compensation pursuant to Article 10.2(g), the amount of salary due hereunder may be reduced. For employees on Two Term leave, salary shall be reduced by the amount of outside compensation that exceeds 25%. For employees on One Term leave, salary shall be reduced by the amount of outside compensation that exceeds 10%.

- (j) Upon returning to work at the conclusion of a development and research leave, the employee's compensation shall include all compensation increases granted during his/her absence, i.e., the employee's compensation upon return shall be the same as it would have been if he/she had continuously worked for the Employer during 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 or legally domiciled adult, 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 9.14(b) and 10.2 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 Article 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/school/library 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 16th 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. The Employer shall make known the procedures by which an employee may initiate an inquiry into a health or safety concern. A standing committee on health and safety concerns, composed of both faculty and administrators shall meet a minimum of four times a year; and the task of the committee will include a walkthrough of campus facilities to review ongoing health and safety concerns.
- 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 Faculty Research and Professional 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 Fund for Faculty Research and Professional Development Support 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;
- (e) fees to gain access to scholarly publications, such as inter-library loans, etc.; and,
- (f) childcare and adult care expenses during the dates of attendance at an academic conference, workshop, retreat or continuing education. Covered expenses include, for example: daycare expenses at the site of the meeting; extra daycare expenses at home incurred because the primary caregiver was attending the meeting; and, travel expenses incurred in bringing a caregiver (or family member acting as caregiver) to the employee's home to care for the adult or child.

Voucher system funding effective August 16, 2016 is \$250,000, effective August 16, 2017 is \$250,000; effective August 16, 2018 is \$275,000; effective August 16, 2019 is \$300,000; and effective August 16, 2020 is \$325,000. These funds are distributed equally to each member of the bargaining unit in the form of a voucher issued in his/her name to each member's academic unit. These funds are to be used during the academic year (i.e., from August 16 of one year to August 15 of the following year) to support that member's research and professional development. Voucher Fund for Faculty Research and Professional Development Support monies are non-transferable. If a faculty member does not use his/her voucher funds in a given year, these revert to the academic unit. To the extent that an academic unit has outstanding funds at the end of the year, these shall be distributed to members of the bargaining unit who incurred research and development expenses in excess of those provided by their original voucher. The process and criteria by which an academic unit's funds are distributed and redistributed shall be established by the bargaining unit members of that academic unit (by way of, for example, a faculty committee) and shall become part of the academic unit's rules and procedures. Any unspent funds after the reallocation shall be rolled over into the following year's Voucher Fund for Faculty Research and Professional Development Support.

- 11.7 Internal Research Grant Fund:** Recognizing the importance of scholarship in faculty evaluations and in ensuring academic excellence, the Employer establishes a research fund to provide meritorious grants to support faculty scholarship. Internal Research Grant funding effective August 16, 2016 is \$125,000; effective August 16, 2017 is \$125,000; effective August 16, 2018 is \$150,000; effective August 16, 2019 is \$150,000; and effective August 16, 2020, \$150,000. The McNichols Faculty Assembly (MFA) shall establish a committee responsible for administering the Internal Research Grant fund. Faculty shall apply for grants from this fund by January 15, which shall then

be evaluated according to criteria and processes established by the MFA. All grants shall be awarded by the end of February, and shall be based on competitive proposals that meet established criteria, not on the basis of availability of funds. Preference shall be given to new non-tenured faculty in their first, second or third year in a tenure-track/clinical-track position. All grant funds must be used by June 30 of the year following the award of the grant.

- 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. Effective January 1, 2014, the parking fee shall not exceed One Hundred Fifty Six (\$156.00) 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.
- 11.11 Technology Resources and Support:** The parties agree that providing faculty with adequate and timely computer and technology resources and support services for research and teaching purposes is necessary for maintaining academic excellence. The employer agrees to conduct an annual Technology Survey to assess the needs and satisfaction of individual faculty with technology infrastructure, support and training, and to share the results with employees. The employer shall incorporate, but not be limited by, the survey results in making reasonable and timely provisions, pursuant to Article 4.1 and Article 11.2, to provide the technology resources and support that an employee requires to fulfill his/her professional responsibilities.

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 Article 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 Office. 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 meet 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 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, 2016 to midnight, May 15, 2021 and from year to year thereafter unless terminated as provided in Article 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, 2021 at any time following November 15, 2020.

- 14.2 Termination:** This agreement may be terminated effective 12:01 a.m., May 16, 2021, or anytime thereafter by sixty (60) day 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

LETTER OF AGREEMENT #16

The parties agree that all Engineering Technicians hired after May 16, 2008 are not covered in this Labor Agreement. It is further understood that Engineering Technicians hired prior to May 16, 2008 will still be governed by the applicable contract provisions contained in the May 16, 2008 – May 15, 2013 Labor Agreement.

UNIVERSITY OF DETROIT MERCY	UDMPU
By	By
Date	Date

LETTER OF AGREEMENT #17

Both parties agree that the External Equity Study described in Article 9.2(b) will be implemented through any negotiated equity adjustments in the Labor Agreement beginning May 16, 2016. Both parties expect this implementation to be completed within the first two years of that Labor Agreement. Both parties further agree that these equity adjustments shall have no impact on any across-the-board salary adjustments negotiated in that Labor Agreement.

UNIVERSITY OF DETROIT MERCY	UDMPU
By	By
Date	Date

LETTER OF AGREEMENT #18

In the event that, during the term of this Agreement, Michigan Public Act 348, commonly known as the Michigan Right to Work Law, is repealed by the Michigan Legislature or a public referendum, or otherwise invalidated by a final order of a state or federal appellate court, it is hereby agreed that the Agency Shop provisions as outlined in the May 16, 2008 labor agreement shall be reestablished.

UNIVERSITY OF DETROIT MERCY	UDMPU
By	By
Date	Date

LETTER OF AGREEMENT #20

A new category of full-time faculty members shall be called Cohort Instructor. This category shall exist only for the duration of this contract. There shall be a maximum of sixteen (16) Cohort Instructors for all programs at the University of Detroit Mercy. A cohort is defined as a number of students from a specific academic institution located in a foreign country, all of whom are in a specific program at the University of Detroit Mercy. Each Cohort Instructor shall be hired for one year and shall be eligible for an additional year throughout the term of this contract. Eligibility for a second or additional year of employment shall be determined by a yearly evaluation after each academic year, using the criterion of teaching effectiveness only. The process and timelines for evaluation shall be as outlined in Article 5.8: Probationary Review Process.

Cohort Instructors in their first or second years shall be eligible to apply for an open tenure-track position as part of a full search process. Each year of service as a Cohort Instructor shall be counted as part of the tenure clock.

For purposes of calculating the ratio of courses taught by full-time faculty (Section 3.3(b)(i)), one-fourth of sections taught by each Cohort Instructor shall be tabulated as the work of full-time faculty while three-fourths of all sections taught by each Cohort Instructor shall be counted as the work of adjunct faculty.

UNIVERSITY OF DETROIT MERCY	UDMPU
By	By
Date	Date

LETTER OF AGREEMENT #21

The parties agree that Article 5.8: Probationary Review Process and Article 5.9: Policies Regarding Review of Promotion and Tenure/Continuous Employment/Renewable Contracts shall be implemented subject to the following provisions:

Schedule: The probationary review schedule for 2017-2018 academic year shall be as follows:

Article	Probationary Review Stage	Deadline
5.9(b)(i)	Submission of dossier by probationary faculty	September 15, 2017
5.9(b)(ii)	Review and submission of comments by tenured department faculty	September 30, 2017
5.9(b)(iii)	Review and submission of dossier with comments by department chair	September 30, 2017
5.9(b)(vii)	Mid-Tenure Review by College/School/Libraries Committee <i>Note: Only for faculty completing the third year of their probationary period in 2016-2017</i>	October 15, 2017
5.9(b)(iv)	Review of dossier by Dean of the School/College/Libraries	October 30, 2017
5.9(b)(v)	Notification to employee by Provost and Vice President for Academic Affairs	November 30, 2017

Review Process Forms: The forms used for the annual review of probationary faculty, as well as the review process for Promotion and Tenure/Continuous Employment/Renewable Contracts, shall be evaluated and modified, if necessary, by mutual agreement of both parties, on or before August 31, 2017.

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 adaptive 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 A(8) 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 a Sponsored Research Agreement (SRA), contract, grant, or other arrangement between the University and a third party.
 - (a) 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.

- (b) 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 Detroit Mercy. 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 Detroit Mercy 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.
 - (a) The creator(s) or inventor(s) may designate two Detroit Mercy faculty members to serve on the Committee.
 - (b) 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
 - (a) 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.
 - (b) 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.
 - (c) 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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Unless otherwise noted in writing, the University normally retains ownership of property developed under sponsorship agreements and will negotiate rights to license the property.
- (f) 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

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
 - (i) 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.
 - (ii) 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."
- (e) The procedure for determination of ownership shall be as follows:
 - (i) 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.
 - (ii) The employee will be notified of the decision of the Committee within 5 days of the Committee's determination.

- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) Following this internal appeal process, the employee has recourse to settlement in the civil courts.

(4) Duty to Assign and Cooperate

- (a) 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.
- (b) 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.
 - (i) 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.
 - (ii) 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.

- (iii) 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.
- (iv) 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

- (a) 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.
- (b) 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.
- (c) This section shall not be applicable to sponsorship agreements that impose different obligations on disclosure.

(6) Costs and Royalties

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) 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

A. Introduction

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

B. Conflict of Interest

Detroit Mercy 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. Detroit Mercy 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:

- (1) Disclosing confidential or University-owned proprietary information obtained through Detroit Mercy employment for personal profit or gain, or for the profit or gain of a family member.
- (2) 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 Detroit Mercy, 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.

C. 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 Office.

(1) Kickbacks and Secret Commissions

Regarding the University's business activities, employees may not receive payment or compensation of any kind, except as authorized under Detroit Mercy'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.

(2) 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. Detroit Mercy 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 Office.

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.

(3) 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:

- (i) False expense, attendance, financial, or similar reports and statements
- (ii) 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.

(4) 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.

(5) Privacy and Confidentiality

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

- (iii) 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.
- (iv) Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
- (v) 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.