

MEMORANDUM OF UNDERSTANDING

During the 2021 Western/WMU-AAUP Agreement negotiations, questions have arisen about the workload for fiscal-year faculty specialists. Clarifying language was agreed to for fiscal-year faculty specialists classified as lecturers. However, given the more diverse nature of work assignments for clinical specialists and professional specialists, the parties agreed that it was not feasible to arrive at new clarifying language for clinical specialists and professional specialists in the few weeks remaining in negotiations. Instead, Western has agreed to engage in workload reviews with affected faculty (fiscal year clinical specialists and fiscal year professional specialists) during the 2021-22 fiscal year to ensure that their workloads are approximately equivalent to 125% of an academic year workload.

This memorandum of understanding does not alter any faculty member's right to file a workload appeal or grievance in accordance with the Western/WMU-AAUP Agreement, nor does it limit Western's ability to assign workload in accordance with the Western/WMU-AAUP Agreement.



Whitney DeCamp,
Chief Negotiator
WMU-AAUP

August 6, 2021

Date



Nancy Mansberger,
Director of Academic Labor Relations
Western Michigan University

August 9, 2021

Date

ARTICLE 20
FACULTY SPECIALISTS

20.§1 **STATEMENT OF PRINCIPLE.** Western Michigan University and the Chapter recognize that growth in the diversity of mission, complexity of programs, and graduate education has created new challenges. Therefore the parties agree to a new bargaining unit appointment category designated as faculty specialist to replace the bargaining unit category designated as academic career specialist. Faculty specialists are a specialized type of faculty member.

20.§1.1 There are six types of faculty specialists: lecturers, clinical specialists, professional specialists, aviation specialists, language specialists, and counseling specialists.

20.§1.2 Persons holding this appointment shall be fully participating faculty members in the academic community; however, departments, through their Department Policy Statements, may limit the participation of faculty specialists in tenure and promotion reviews of traditionally-ranked faculty.

20.§2 **CHARACTERISTICS.** Faculty specialists are a special type of faculty who differ from other faculty in the following ways:

20.§2.1 Faculty specialists may obtain tenure through the procedures listed in Article 17, **except as noted in 20.§4.6.1.** Since it is recognized that ~~their~~ **faculty specialist** positions are more specialized than those of other faculty, ~~however~~, there is an explicit recognition that if the need for those positions no longer exists, those faculty may be laid off following procedures described in Article 25, Layoff and Recall.

20.§2.2 **Eligible F**faculty specialists are evaluated for tenure, promotion and merit based upon professional competence and professional service. A wide variety of activities, including but not limited to the following, can demonstrate professional competence: attainment of various levels and forms of licensure and certification; working with the schools; providing consultation for external agencies; serving as a consultant for colleagues and advanced graduate students; holding office in national, regional, and state professional associations; acquisition of externally funded grants; presentation of conference papers or the publication of articles or books.

20.§2.3 Faculty specialists' maximum full-time workload shall be thirty (30) credit hours of regularly-scheduled courses or their equivalent in any one (1) academic or alternate-academic year and seven and one-half (7 ½) credit hours or the equivalent in the Summer Sessions, unless noted otherwise, as in **20.§4.4.1 and 20.§4.6.2** ±. **It shall be possible, by mutual agreement between a faculty member and the department chair, to balance out a smaller teaching load in one semester/session with a larger teaching load in another semester/session.**

20.§2.4 Faculty specialists may hold and be promoted through the progressive ranks of faculty specialist I, faculty specialist II, and master faculty specialist.

20.§2.5 Other differences that refer to specific types of faculty specialist are delineated later in this article.

20.§3 RIGHTS AND PRIVILEGES. **Except as otherwise provided herein**, Faculty specialists shall have all of the rights and privileges provided by the current Western/WMU AAUP Agreement.

20.§4 DESCRIPTION OF TYPES OF FACULTY SPECIALISTS.

20.§4.1 *Lecturer*. The primary responsibility of lecturers is teaching, although they may be assigned other related responsibilities. Lecturers may hold academic or fiscal year appointments. **For fiscal year lecturer appointments, the maximum full-time workload shall be thirty-seven and one-half (37 ½) credit hours or the equivalent per fiscal year.**

20.§4.2 *Clinical Specialist*. The clinical specialist is a qualified, certified or licensed specialist who provides undergraduate or graduate level clinically related instruction and/or supervision to students preparing for professions. The clinical specialist has the appropriate qualifications to educate students as established by the relevant discipline or professional organization. The clinical specialist provides instruction to students engaged in practice-related educational activities. These may include activities of a habilitative or rehabilitative nature and may be completed in on-campus or off-campus settings. Clinical specialists may also teach classes.

20.§4.3 *Professional Specialist*. The professional specialist may plan, schedule, monitor, coordinate, implement, or evaluate academic programs that provide, enhance, complement, or support classroom or laboratory learning. Activities may include, but not be limited to, representing academic programs to the broader community; marketing and student recruitment including providing orientation events for incoming students; staffing advisory committees; arranging for experiential student internships; managing and supervision of grant and contract staff; coordinating academic programs at branch campus sites; conducting surveys, focus groups, and other capstone events for matriculating students. Professional specialists may also teach classes. Professional specialists shall not have supervisory authority over other bargaining unit faculty members.

20.§4.4 *Aviation Specialist*. The aviation specialist has an appointment in the College of Aviation and provides instruction in an aviation discipline (including, but not limited to, flight, ground, simulator and engineering). This is done in accordance with an approved syllabus that is in compliance with FAA regulations. The aviation specialist holds the necessary forms of licensure and certification as detailed by the appropriate regulatory authority (Civil Aviation Authority, Joint Aviation Authorities, Federal Aviation Administration). Aviation specialists differ from most other faculty specialists in the following ways.

20.§4.4.1 The workload for aviation specialists shall be forty (40) scheduled hours per week. It is recognized that this may at times include work on the week-end; and that in any given week the required hours may be greater or less than forty (40), as determined by the aviation specialist's supervisor, but reasonable effort will be made to approximate forty (40)

hours per week. In the event that the forty (40) -hour work week is routinely exceeded, the aviation specialist and ~~his/her~~ **their** immediate supervisor will meet to arrange for compensatory time off to be taken at mutually agreeable times within a reasonable period after its accrual.

20.§4.4.2 All aviation specialists working thirty (30) or more hours per week shall be members of the bargaining unit except that recent graduates of the aviation program shall be considered non-bargaining instructional staff for the first eighteen (18) months following their graduation.

20.§4.4.3 Aviation specialists shall be evaluated to comply with regulatory and safety requirements and college standards.

20.§4.4.4 Letters of appointment for aviation specialists may include, but are not limited to, the following types of information: help to be provided by the University in obtaining a visa or green card, repatriation and/or relocation commitments, licensing arrangements, physical and rating provisions.

20.§4.5 *Language Specialist.* Language specialists are faculty specialists with appointments in the Career English Language Center for International Students (CELCIS). Language specialists differ from most other faculty specialists in the following ways.

20.§4.5.1 The academic year for language specialists is considered to be fall and spring semesters and either a summer I or summer II session. Thus, language specialists must teach either summer I or summer II as part of a normal academic year load. This is not considered a fiscal year appointment and their ten (10) -month salary is considered 1.22 FTE.

20.§4.5.1.1 The normal workload for language specialists is fifteen (15) credit hours per semester and seven and one half (7 ½) credit hours per session.

20.§4.5.1.2 Language specialists are responsible for assigned work the first week of the semester and during exam week. They are also responsible for participating in various student activities during the semester or session.

20.§4.5.1.3 Language specialists have preference for a fourth course in semesters or sessions in which they are scheduled to teach. The pay for the fourth course will be at overload rates. The director of CELCIS will determine which language specialist(s) will teach an additional course in any given semester or session. This will be done in a systematic way that is fair to all language specialists.

20.§4.5.1.4 Language specialists will receive preference for courses that are available in the summer I or summer II session in which they are not scheduled to teach as part of their academic year load. When they do so, they will be paid eighteen percent (18%) of

their ten (10) -month base salary for a full load seven and one half (7 ½) credit hours and a proportional amount for less than a full load.

20.§4.5.1.5 Language specialists do not have preference in replacing people who are on leave. When they do agree to teach classes for colleagues on sick, funeral, or necessity leave, they shall be paid forty dollars (\$40) for each fifty (50) -minute class period.

20.§4.5.2 Salary minima do not apply to language specialists. At such time that the salaries of language specialists become base-funded through the general fund, the salary minima shall then apply to language specialists.

20.§4.5.3 The layoff provisions below for language specialists recognize the need for CELCIS to independently fund its operation. These provisions and not Article 25 govern the layoff and recall for language specialists.

20.§4.5.3.1 The number of CELCIS classes offered in any semester or session shall be determined by Western. CELCIS classes shall be assigned to language specialists based on bargaining-unit seniority as determined by their date of appointment. Language specialists shall be laid off in any fall or spring semester or in their regular session in which they are not assigned to teach at least ten (10) credit hours or equivalent workload.

20.§4.5.3.2 When enrollment projections indicate a potential for layoff, layoff notification shall be issued to the language specialist no later than the end of the second week of any semester or the summer I session in which the layoff is anticipated for the following semester. During the semester/session prior to layoff language specialists shall be afforded a full appointment equivalent to fifteen (15) semester credit hours or seven and one half (7½) session credit hours. These assignments shall be made in accordance with seniority.

20.§4.5.3.3 Prior to the effective date of layoff and for a period of two (2) years following the effective date of layoff for language specialists who held tenure at the time of layoff, Western shall give special consideration for placement within the bargaining unit at the University to a language specialist who has been laid off, provided that a suitable vacant position is available for which the language specialist is qualified.

20.§4.5.3.4 Language specialists on layoff shall be recalled by bargaining unit seniority, provided the assignment method specified in this contract results in the language specialist being offered the equivalent of three (3) classes (at least two [2] classes and another appropriate assignment) in a semester or session after layoff.

20.§4.5.3.5 Layoffs shall be considered temporary until a language specialist has been laid off for a consecutive period of two (2) years, at which point the language specialist's bargaining unit and University seniority terminates.

20.§4.5.3.6 If the University decides to close CELCIS, bargaining-unit language specialists shall receive written notice of permanent layoff at least one (1) semester or one combined summer I/summer II period prior to the effective date of the closure, or be paid in lieu of such notice of permanent layoff, an amount equal to their regular pay for the notice period of one (1) semester or one (1) summer I/summer II period.

20.§4.5.3.7 Layoff decisions shall not be referred to and do not require either approval or ratification by the Board of Trustees.

20.§4.6 *Counseling Specialist*. The counseling specialist has one-hundred percent (100%) service appointment in Counseling Services in Sindecuse Health Center. The counseling specialist performs only counseling and counseling-rated services. Services are performed in accordance with accreditation standards approved by the AAAHC (or any subsequent accrediting body). The counseling specialists holds the necessary forms of licensure and certification as detailed by the appropriate regulatory authority(s). Counseling specialists are unique and differ from most other faculty specialists in the following ways.

20.§4.6.1 Persons appointed to this category on a non-tenure-track basis (as indicated in their letter of appointment) shall not be eligible for or evaluated for tenure, but for a period not to exceed a total of three years duration may receive appointments of one year's duration, with each successive appointment contingent on receiving a positive performance appraisal. Those who have been continuously employed for a total period of three years may thereafter be appointed at the University's discretion for successive periods of three years duration. At the end of the second year of the three year appointment, the University will notify the Counseling Specialist in writing if the appointment will be renewed for a new three-year period. If the appointment is renewed, a new three year appointment shall commence on the second year anniversary of the effective date of the appointment. For purpose of clarification only and by example: the next consideration for renewal under this appointment is July 1, 2021; if the appointment is renewed, a new three (3) year appointment shall commence running through June 30, 2024, with a new second year review date of July 1, 2023. If the appointment is not renewed for a new three-year period, then the appointment shall terminate three (3) years following the effective date of the appointment.

20.§4.6.1.1 An appointment may be terminated early for any of the following reasons:

a) Failure of the Counseling Specialist to maintain an active license and remain in good standing to practice in the State of Michigan (see 20.§4.6 and 21.§2.5), subject to the grievance process as outlined in Article 12, to challenge the validity of the decision.

b) Layoff, subject to the provisions of Article 25.

c) The negligence, gross negligence, or willful acts of the Counseling Specialist in breach of the Counseling Specialist’s duties and responsibilities, subject to the provisions of Article 22.

d) Other violations of this Agreement as described in Article 21, and subject to the provisions of Article 22.

20.§4.6.1.2 Counseling Specialists who meet all the provisions necessary to be eligible for retirement described in Article 35 except the requirement that they “hold tenure in an academic department at the University prior to the effective date of retirement” shall be eligible for retirement as provided for bargaining unit faculty members who hold tenure.

20.§4.6.24 The workload for counseling specialists shall be forty (40) scheduled hours per workweek, including on-call hours. To serve the student population, it is recognized that this may at times include evenings or weekends and that in any given workweek the required hours may be greater than 40 (as determined by the counseling specialist’s supervisor) or less than 40, but reasonable effort will be made to approximate 40 hours per workweek. When the 40-hour workweek is exceeded, the counseling specialist and ~~his/her~~ **their** supervisor will in writing arrange for the counseling specialist to receive compensatory time off (1 hour of compensatory time for each approved hour worked beyond 40 hours in the workweek) to be taken at mutually agreeable times within a reasonable period after accrual.

20.§4.6.32 Counseling specialists shall be evaluated **annually** for compliance with any regulatory and safety requirements, accreditation requirements, Sindecuse policies, as well as for services provided to students. The Director of Counseling Services in Sindecuse Health Center will conduct these evaluations.

20.§5 EXCLUSIONS. Explicitly excluded from the category of faculty specialist are current faculty positions in the University Libraries.

Tentative Agreement

WMU: 

WMU-AAUP: 

Date: August 9, 2021

Date: August 9, 2021