

Memorandum of Agreement between The Union of Part-Time Faculty and Wayne State University regarding the expanded COVID-19 vaccine mandate

The Union of Part-Time Faculty, AFT Local 477, AFL-CIO, supports Wayne State University's expanded vaccine mandate for employees. As announced by the Administration on October 28, 2021, the newly expanded mandate applies to all university employees, whether they work on campus or remotely. To ease implementation of the mandate, the Union and the University have reached the following agreements.

1. Part-Time Faculty will receive the same number of notifications that will be sent to full-time faculty. This will apply to Part-Time faculty who are presently employed and those who are not presently employed in the Fall semester but that will be employed in Winter.
2. As a change in our working conditions, language referencing the COVID-19 vaccine mandate, as well as links to the forms to submit proof of vaccination or request a waiver, will be added to the Letter of Offer for Winter 2022 employment. This language will remain in the Letter of Offer so long as the vaccine mandate is in place or through the end of the current Collective Bargaining Agreement.
3. Part-Time Faculty who are not in compliance with the mandate (have not submitted proof of vaccination, have not had a waiver request approved, refuse to comply with the waiver conditions) will have their Letter of Offer cancelled. **Article XVI: Appointments and Reappointments, Section H: Compensation for Course Cancellation**, explains the contractual obligation of the University to provide severance pay to PTF when courses are cancelled or reassigned. If a Letter of Offer is cancelled due to non-compliance with the mandate, it will be considered a *disciplinary cancellation*; therefore, **Article XVI, Section H** will not apply to these cancellations and severance pay will **not** be granted, no matter the timing of the cancellation. As per this agreement, Part-Time Faculty who do not comply with the vaccine mandate will not be terminated but will not be offered a further Letter of Offer until they are in compliance. The PTF will maintain their current status (PTF1, 2, or 3, as well as number of semesters taught) as per the current CBA; their status will be lost after three years not teaching at WSU. PTF3, in particular, will have their seniority status frozen; other PTF3 may pass them in seniority during this period, as they accumulate semesters of teaching.

This agreement will not be precedent-setting and will last through the end of the vaccine mandate or the end of the current Collective Bargaining Agreement, whichever comes first.

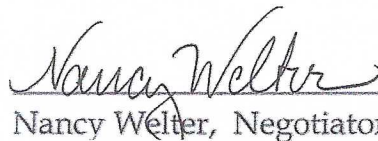
Signatories to Memorandum of Understanding



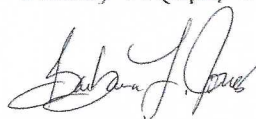
Boris Baltes, Associate Provost for Faculty Affairs



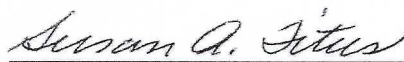
mark wenzel, Negotiator



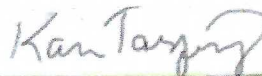
Nancy Welter, Negotiator



Barbara L. Jones, Negotiator



Susan Titus, Negotiator



Karin Tarpenning, Negotiator