Article 2
Recognition
(University, January 20, 2017)

2.1 The University recognizes the AAUP-WSU as the sole and exclusive representative for the Members of the Bargaining Unit described below for the purpose of collective bargaining. Exclusive recognition means that the University will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with this exclusive recognition.

2.2 Individual contracts of employment with Members of the Bargaining Unit shall be consistent with this Agreement, and if inconsistent, this Agreement shall supersede.

2.3 The Bargaining Unit consists of (1) all full-time tenured and tenure-track faculty employed by Wright State University, hereafter referred to as Tenure-Eligible and Tenured (TET) Faculty, and (2) all Senior Lecturers, Lecturers, Instructors, Clinical Assistant Professors, Clinical Instructors, and Visiting faculty employed full-time by Wright State University, hereafter referred to as Non-Tenure Eligible (NTE) Faculty. Excluded from the Unit are all department chairs and heads, all ranks of deans, all ranks of provosts, all ranks of vice-presidents, the President, all other supervisors defined by Ohio Revised Code 4117.01(F), all faculty within the Schools of Medicine and Professional Psychology other than those who are tenured or tenure-track, and all other employees not included above. (TET Unit certified by the Ohio State Employment Relations Board on June 11, 1998; NTE Unit certified by the Ohio State Employment Relations Board on November 1, 2012).

2.4 The terms “Bargaining Unit Faculty” and “Members of the Bargaining Unit” and “Members” wherever used in this Agreement without further qualification are defined to include only those all TET and NTE faculty members who are included in the Bargaining Unit pursuant to Section 2.3. As necessary, the TET Bargaining Unit Faculty and the NTE Bargaining Unit Faculty recognized in this Agreement and the faculty recognized in the Agreement for Non-Tenure Eligible faculty are herein distinguished from one another, as necessary, by referring to them as either “NTE Bargaining Unit Faculty” or “TET Bargaining Unit Faculty.”

2.5 If, during the term of this Agreement, questions arise regarding the bargaining unit status of one or more employees, the parties will meet promptly to discuss the status of individuals and shall attempt to reach agreement as to their inclusion or exclusion from the Bargaining Unit. If the parties are unable to reach agreement as to the status of any individual within ten (10) days from the commencement of the discussions, either party may petition the SERB for a determination of the status of the position.

2.6 The parties agree to cooperate with each other in the enforcement of this Agreement.