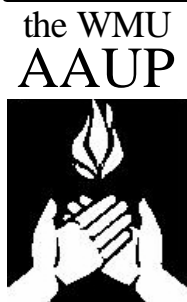


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January, 2003



Advocate

At Western Michigan University

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Welcome To Spring (Semester); Don't Forget To Hold On To Your Hats!

Gary Mathews
WMU-AAUP President

There is so much going on that brevity shall triumph over comprehensivity in this month's column

A BRIEF SUMMARY OF THE CONTRACT RATIFICATION EXIT POLL

A content analysis of the exit poll, conducted during the fall, 2002 union contract ratification vote, indicates a mixed picture of faculty opinions. There were a total of 210 responses. There were many positive comments, including 77 who mentioned the 4% salary increase, 7 who mentioned the changes in sabbatical policy, and 15 who mentioned the awarding of tenure for faculty specialists. Sixty-three persons expressed concern about having to renegotiate salary and negotiate health care benefits in the summer of 2003. Thirty-nine faculty expressed concern about the removal of the cap on the number of faculty specialists. Thirteen faculty made negative comments about the absence of merit pay.

The strong difference of opinions regarding the contract can be observed in the substance of the comments. For example, "I appreciate your efforts to get faculty a 4% increase for the first year and your efforts to garner a one-year freeze on health benefits/cost increases, especially so, given the unclear and rocky economic conditions." vs. "The absurd and unjustifiable separation of compensation/benefits from the three-year contract period, making a one-year 'separate contract'. This

only succeeds in giving away all our bargaining power in one year, allowing management to unilaterally cut our benefits and do so with a take-it-or-leave-it stance."

One faculty member wrote: "The change to fall, spring, Summer I and II is ridiculous. Aren't you concerned that eventually they'll put us all on alternate years and eliminate Summer I and II teaching for additional compensation?"

Finally, "I know what the faculty specialist category was designed for, but I'm afraid our administration is going to see it differently now that they have carte blanche on the numbers. I think they're going to use this category as a 'cheap' way to hire new faculty. At a time when this institution is striving for a higher research level, what will happen if traditional academic departments start hiring faculty without the Ph.D.? I know the faculty themselves will not be in favor of this, but what if their chair says, 'It's this or nothing.' To an already over-loaded faculty, what choice will there be? I hope the AAUP will take a strong stand on these sorts of developments and bird dog how this plays out with the administration."

EVALUATING THE CHAIRS

This semester we will be continuing our three year rotation of administrative evaluations by evaluating the chairpersons in all departments in the College of Arts and Sciences.

NATIONAL PRESENTATION BY CHAPTER LEADERSHIP

On December 6, 2002, Ariel Anderson, Gary Mathews, Elaine Phillips, and Richard Underwood presented a workshop at the Collective Bargaining Congress semi-annual meeting in Washington D.C. entitled "Bargaining Breakthrough at Western Michigan University." We presented an account of the inclusion of faculty specialists into the contract and into the full protection of tenure. There was also a comprehensive article on the same topic in the January 3, 2003 edition of the *Chronicle of Higher Education*. This balanced article presented the good, the bad, and the national perspective on this controversial topic.

INTERIM PRESIDENT DANIEL LITYNSKI

Interim President Litynski is continuing the regular monthly dialogue with the President of the Chapter which had been occurring with former President Floyd. Dr. Litynski is also continuing the regular meetings with the Executive Committee, which occur two or three times each semester. President Litynski is a good listener, and our working relationship with him is promising to be a productive one.

AFFIRMATIVE ACTION ADVISORY COMMITTEE

We are pleased to announce that, after an absence of many years, the Affirmative Action Advisory Committee has been reestablished and will begin meeting this semester. This change is due, in part, to the diligence and persistence of Art White, Professor of Mathematics. The AAUP representatives to that Committee are Mark Orbe, Communication; William Satiago-Valles, Africana Studies; and Allen Schwenk, Mathematics.

Grievance Officer's Report

Elaine Phillips

SABBATICALS APPROVED

This year 51 faculty members applied for Sabbatical Leaves for the 2003-2004 academic year. There were 37 proposals approved. This is within the contractually agreed upon minimum of 3% of the bargaining-unit faculty.

Each year faculty contact the AAUP to ask if applying for a one-semester sabbatical decreases the chance of being approved. We have followed this carefully since the one-semester, 100% salary option was instituted. We have found no discernable difference.

GRIEVANCES

Equitable Workload: A grievance was filed alleging that a department chair engaged in inequitable treatment in the assignment of graduate advisees and teaching loads. The dean has ruled in favor of the grievant. We are awaiting the chair's implementation of this ruling.

Summer I and Summer II Teaching

Assignments: Two grievants have charged that the department chair violated Article 41, Preference, when making assignments for teaching during the summer sessions. It appears that the chair assigned several available course sections to part-time faculty and graduate assistants prior to meeting the full-time faculty members' requests to teach. The dean ruled in favor of the grievants. We are awaiting notification of course assignments.

Tenure Denial: We remain active in two grievances in which tenure was denied. In both cases the concern is that the tenure review process was not "thorough, fair, and in accord with clearly-stated criteria."

COLLEGE OF AVIATION

The College of Aviation has been riddled with difficulties in the last four years, including: four deans with differing styles and differing amounts of university and aviation experience; an estimated operating deficit of more than 1 million dollars per year; and some questionable recruiting practices when hiring. The situation in the College moved into crisis stage after the terrorist attacks of September 11, 2001. The attacks precipitated wholesale downsizing in the airline industry. In the first year after the terrorist attacks, British Airways laid-off 10,000 employees. British Airways has been one of the main contractors with our International Pilot Training Centre (IPTC).

Due to the financial problems in the airline industry, several training contracts with Western were not renewed. The result for the College was a major reorganization in the fall of 2002. The WMU-AAUP has handled formal grievances and informal complaints stemming from the reorganization, and has met with the most affected members in large groups and individually. The restructuring directly impacted the employment status of those faculty specialists who were hired as grant/contract employees in the international program. Approximately eight grants and contracts employees were given termination dates. Additionally, one term employee on the FAA side of the operation did not receive a renewal.

All employees who were terminated were given at least 60-days notice. None were on tenure track appointments. We are continuing to work

with the remaining faculty specialists regarding their contract status.

TENURE AND PROMOTION APPEALS

We are in the process of helping several faculty members who are in the tenure/promotion cycle. Candidates for tenure and promotion have the right to appeal negative or positive tenure recommendations at each level of review.

With regard to appeals, there are two steps: the notification of intent to appeal; and the appeal itself. The purpose of the notification of intent to appeal is to let the reviewers know



Reviewers are obligated to hear and/or read the candidate's appeal...

that the candidate is requesting that the letter of review and recommendation not move to the next level of review as currently written. It is, therefore, best if the candidate notifies the reviewing body of intent to appeal in writing. Notification by memo or email can be as brief as the following: "I received your letter of review and recommendation regarding my application for tenure (promotion) and would like the opportunity to meet with you to discuss possible changes in the letter (and/or recommendation). Will you please contact me to arrange a time to meet?"

The goal of the appeal is to persuade the reviewers to change their letter of review and/or their recommendation. Candidates do not have to meet with the reviewers to conduct an appeal. It is possible to conduct the appeal in writing only. We do, however, recommend against appeals that consist of a meeting with no written appeal. Meeting without a written appeal means there is no tangible material to move forward to make the candidate's case at the next level.

Reviewers are obligated to hear and/or read the candidates' appeals, provided notification of intent to appeal is given prior to the contractually specified deadline. The appeals are to be completed before the letters of review and recommendation are forwarded to the next level. Reviewers are not obligated to revise the letter of review or change the recommendation. However, "...where an appeal results in a revised recommendation, the original recommendation and the candidate's request for an appeal will be removed from the tenure file unless the candidate requests otherwise. In cases where the appeal does not result in any change, the appeal materials remain part of the tenure file" (Article 17. §8.7).

Please feel free to contact us if you would like us to review a draft of your appeal letter. We routinely review letters and make suggestions when requested. We also routinely attend appeal meetings with candidates, especially when contentious relationships exist between the candidate and the reviewing individual or group.

I hope that this general outline is helpful. Each person's situation is somewhat unique. Therefore, the best help can be obtained by contacting us directly. We are here to serve you.

From Your Contract Administrator...

Ariel L.H. Anderson

Welcome to a New Year! While I usually focus on the academic year, at present the calendar year stands out in my mind. 2003 marks the centennial celebration of our fine university, and I can't help but be a bit excited about that! A new "century" for Western, and a time to look forward to bringing on board a fine new university president. While I deeply regret Elson Floyd's decision to leave Western, I have every faith that the Presidential Search Committee will work diligently and successfully to bring us another excellent university president. Western's future is bright and promising, and I am proud to live and work at such a fine institution. As a member of the Presidential Search Committee, I welcome input from colleagues, and will do all I can to help us bring in an outstanding individual to serve as Western's seventh president.

My work life is busy indeed. I am beginning to adjust to my role as Chair of the National AAUP's Collective Bargaining Congress, and will keep the WMU-AAUP informed of my activities.

Meanwhile, my work life with the WMU-AAUP is certainly not dull! Let me share with you a few of the matters I have dealt with recently that may well bear relevance for at least a fair segment of the membership.

LEAVES

Sabbatical Leave: A recent inquiry had to do with eligibility for sabbatical leave, in terms of years of service at Western. The *Agreement* states:

A sabbatical leave may be granted in the seventh year of service or thereafter to any tenured faculty member at Western after six (6) years of service at the institution. (See 26.§1.1, p. 77.) Note the words "at the institution."

The intent of this negotiated provision is that the faculty member serve six years physically at Western, prior to being eligible for sabbatical leave. Thus, a faculty member who is tenured after, say, four years at Western, having been given two years credit toward tenure upon initial appointment, is NOT eligible for sabbatical leave. Additionally, a faculty member who has been at Western for more than six years, but who is not tenured (this could happen if the faculty member had one or more term appointments before being placed on the tenure track) is not eligible for sabbatical leave.

Western's sabbatical leave policies, based on the *Agreement*, are not unusual, and they do represent negotiated agreements that the Chapter (and administration) must honor. Note that Western may always do better than the contract, and that the AAUP has a history of not standing in the way of faculty benefiting from such a decision on the part of administration.

Necessity Leave: The contract provides for up to five (5) days of necessity leave per year. This is a paid leave option that *may* be granted, at the discretion of the chair (or director). Such leave is non-cumulative, and does not represent an entitlement for leave, as such. The contract does not specify how necessity leave may be used. Thus, a faculty member wishing to take advantage of this contractual provision (see 27.§8, p. 89) must direct his/her request to the appropriate chair/director, and must abide by the decision of the chair/director. Most often, such requests (assuming they are appropriate) are granted. Examples of purposes for which ne-

cessity leave have been granted include: caring for ill relatives; travel to attend special events, which may or may not be professionally related; time to recover from difficult circumstances, such as the death of a loved one; time to work on scholarly or other work-related projects; time to attend to matters pertaining to a domestic partner (and other extended family members) not specifically provided for in other leave provisions under the *Agreement*; time to tend to continuing educational matters (e.g., to travel to an institution other than Western where a faculty member may be pursuing an advanced degree); and so on.

*Note that
Western may
always do
better than the
contract...*

Not all requests are approved. Necessity leave is not likely to be granted if the time is to be used to make money from a business venture or venue of employment other than Western, while the faculty member is drawing salary from Western. Nor is such leave likely to be granted for family vacations.

The key point here is that the chair/director has discretionary power in terms of granting necessity leave, and unless the leave seems "reasonable" (certainly a somewhat subjective determination), the leave will not be granted. What your Chapter leadership can offer is to work to facilitate communication between the

faculty member and administrator, to provide examples of cases where necessity leave was granted and when it was denied, and to, in a sense, mediate resolution.

We have indeed intervened to achieve resolution in a number of cases. If you would like assistance in this arena, please ask your Chapter leaders to serve you. Do understand that decisions regarding necessity leave are generally not grievable, as this is not designed as a provision of entitlement. It is basically an "ask and ye *may* receive" provision.

MLK DAY

MLK Day is a university-recognized holiday, set aside as a day off work in honor of the life, work and times of Dr. Martin Luther King, Jr. As such, it is inappropriate for any work-related events to be scheduled for this day. Thus, administration should not be scheduling any meetings (that would involve the faculty) on this day, nor should faculty schedule meetings on this day.

This is a day of celebration, and all members of the university community are encouraged to participate in the planned events at Western and in the surrounding communities. I think it is absolutely wonderful the way this celebration has grown over the years I have been at Western, and most often we do not experience any conflicts with regard to how faculty time is to be spent on this day.

MLK Day became an official, university-recognized holiday within the context of the 1999 contract negotiations. Prior to that time, classes were canceled for part or all of the day, but it remained a day of work for the faculty. On rare occasions, issues arise regarding the use of faculty time on MLK Day, and we have a history of amicable resolution with regard to, not only this, but all university-recognized holidays. While the faculty

*I encourage
faculty specialists
and traditionally-
ranked faculty
to work
collaboratively...*

are encouraged to involve themselves as they wish, they are not *required* to participate in any way.

PROMOTION AND TENURE

Faculty Specialist Reviews: We are admittedly "new" at working on issues surrounding promotion and tenure for faculty specialists. I am keenly aware of the controversy surrounding this arena. It will no doubt take a while to sort out all the ins and outs of dealing with the contractual provisions for faculty specialists.

Matters of deepest concern tend to surround the issue of standards/criteria for promotion and tenure. The contract provides *general* criteria in the arenas of professional competence and professional service. Faculty specialists are not accountable in the professional recognition arena, though they may well have specialized responsibilities outlined in initial letters of appointment that extend beyond the typical boundaries of "competence" and "service."

Any elaboration of the basic contractual criteria must appear in approved departmental policy documents. At present, I do not believe that any such elaborated criteria have been approved. This is understandable, given how "new" we are at this business.

I encourage departmental faculty to form policy committees to address these complex issues. Article 23 provides the necessary information regarding procedures for establishing departmental policies. As contract administrator, I stand ready to assist in policy development, as requested.

We are charting new ground here, and there is no "one size fits all" solution. A faculty specialist in the College of Business will no doubt have a configuration of job responsibilities that bears little resemblance those of the faculty specialist in the College of Aviation. This is why the contractual criteria are only general in nature; the specifics must be left to the experts in the discipline to sort out.

I encourage faculty specialists and traditionally-ranked faculty within a department/unit to work collaboratively to develop sensible and appropriate criteria for promotion and tenure, relevant to the discipline and in conformance with any contractual criteria which pertain. Please feel free to contact me for assistance, as needed.

Ordinated Terms Characterizing

Performance: Four ordained terms appear in 18.3.6: outstanding, substantial, significant, and satisfactory (from high to low). These terms have been in the contract for a long time, and they pertain to promotion to full professor (see p. 46). They do *not* necessarily or mandatorily pertain to promotions to lower ranks, or to the tenure decision, though faculty and administrators, both, tend to try to apply them in such instances.

In preparing a tenure or promotion recommendation *below* the level of full professor, there is no contractual requirement that these terms be applied. Of course, such words may appear in a tenure recommendation, or in a lower-level promotion recommendation, as they are common descriptors in the English language. But

please do not have confusion regarding the *necessity* of applying such terms in performance reviews that are *not* regarding full professorship.

Over the years, I have had dozens of inquiries regarding this matter. Most recently, a promotion recommendation letter stated, in essence, that the contract called for "outstanding" performance in either professional competence or professional recognition in order to earn promotion to the rank of associate professor. The letter characterized this as a contractual *mandate*. This simply is not accurate. The contractual language in this regard is *permissive*, but does not constitute a mandate.

The contract states: *A faculty member whose major achievement is outstanding achievement as a teacher may be promoted to assistant or associate professor. Similarly, a faculty member whose primary responsibility is other than teaching who achieves outstanding success in his/her primary non-teaching capacity may be promoted to assistant or associate professor.* (See 18.3.6, p. 46.)

So, one *may* be promoted to associate if outstanding in teaching, but is not *guaranteed* the promotion. And the professor does not necessarily have to be outstanding in order to earn the promotion. One who is doing very well in teaching, research, and service — a balanced performance record, if you will — *may* be promoted to associate. Similarly, an "excellent" teacher who is making substantial progress in the professional recognition arena *may* receive a positive tenure recommendation. These are complex and difficult decisions, and we really rest most heavily on professional judgment. The only performance review to which the ordained terms specified in the contract *must* be applied is that of promotion to full professor. I recognize this is a complex arena, and that each performance review is unique.

The Chapter leadership has a strong track record of working with candidates and reviewing bodies to achieve resolution to these thorny issues. If guidance from the leadership is desired, please contact the Chapter office.

COLLEGE OF AVIATION

Let me note here that your Chapter officers (President, Grievance Officer, and Contract Administrator) are all working very hard just now to achieve resolution to a number of thorny matters in the College of Aviation.

*Our aviation
colleagues
organized to act
collectively...*

This College has always faced financial challenges, and, in these difficult financial times, the College is particularly pressed. Day-by-day, most faculty on the main campus have little contact with, or knowledge regarding, our esteemed aviation colleagues.

Financial issues are currently impacting employment status for faculty in the College of Aviation. I firmly believe there are resolutions and creative solutions that can be reached, to preserve both the viability and excellence of our aviation programs, as well as the employment status of our faculty colleagues.

Recently, new letters of appointment were issued to most of our aviation colleagues. Administration worked hard to conform to contractual provisions for terms and conditions of employment, but the Chapter leadership, and our aviation colleagues, have determined that a number of problems exist in these letters of appointment. Our aviation colleagues organized to act collectively, and the union leadership worked on their behalf to initiate a hold on signing said letters of appointment, while talks toward the purpose of resolution occur between administration and the Chapter.

I am so proud of our aviation colleagues who, in the midst of uncertainty regarding employment security, have taken a strong stand. The action they have taken is in the spirit of collaboration with administration to find viable solutions to the challenges we are facing. Particular kudos go to the elected union representatives in the College of Aviation: Blair Balden; Jeremy Hierholzer; and Richard Underwood; for all their hard work in keeping open channels of communication, while ensuring that our students in the College continue to be well-served.

Equally deserving of recognition is the administrative team in the College, who expressed clearly in an 8 a.m. January 10th meeting their desire to work as a team, with the faculty and union leadership, to work out the issues. Thank you Bob Aardema (interim dean), Bill Rantz (interim faculty chair), and Tom Deckard (Director of Flight Education), for your willingness to work with the union to achieve resolution to the thorny issues we are facing. I also wish to express appreciation to Chet Rogers, Director of Academic Collective Bargaining and Contract Administration, for his swift and unequivocal agreement to withdraw the deadline for signing issued letters of appointment to enable us to engage

in the appropriate conversations, and for facilitating the process.

We remain hopeful that these discussions will prove fruitful in terms of moving the College of Aviation forward, while maintaining reasonable terms and conditions of employment for our aviation faculty colleagues.

CHAPTER WORK

There certainly is no shortage of activity at the Chapter office. You are doing well at keeping us occupied! We always stand ready to serve. I am pleased to address issues in the *Advocate* that bear relevance to the membership, and welcome your requests to address certain, specific issues herein.

We are scrupulous regarding confidentiality, and if you believe you have an issue that we should address in the *Advocate*, please let us know. We do not include identifying information unless granted permission to do so.

WMU-AAUP Officers' Hours*

Gary Mathews

President

Mon 2:00—3:30pm

Wed 1:00—3:00pm

Ariel Anderson

Contract Administrator

Mon 2:00—3:30am

Wed 1:00—3:00pm

Elaine Phillips

Grievance Officer

Mon 2:00—3:30pm

Wed 1:00—3:00pm

*And by appointment

Chief Negotiator's Report

Robert Ricci

As you know, two parcels of the contract will need to be negotiated anew this summer. They constitute, in all probability, two of the most important aspects of the agreement: health care; and economic compensation. A health care task force put into place by President Floyd has been meeting regularly to gain an overview of escalating health care costs at Western, but this issue is impacting literally the entire country.

Employers nationwide are seeking to shift a greater burden of health care costs to workers. For example, workers at General Electric plan to begin a two-day strike to protest higher health insurance deductibles that are expected to cost GE's full workforce roughly \$28 million. Upcoming contract talks nationwide are expected to be focusing on health care costs as the number one priority because of rapidly rising medical inflation.

Health insurance costs are currently rising at their fastest rate in a decade. Managed care is no longer slowing medical inflation, so employers are searching for new solutions, while, in reality, there is no quick-fix to the problem. Unions tend to see the shift of costs to workers as an attack on a traditional benefit of union membership: access to high-quality, low-cost health insurance. Mixed in with the problem of costs is the revealing fact that many CEOs have enjoyed incredible salaries and perks far beyond anything employee groups could even imagine.

Health care premiums are rising an estimated 15% on average for 2003. Overall spending on health care

reached \$1.4 trillion nationally in 2001, rising at the fastest rate since 1991. Health care spending now accounts for 14.1% of the nation's gross domestic product. Recent surveys have revealed that 75% of firms had increased deductibles, co-payments, or monthly contributions paid by workers in the past two years.

Unions will face a public-relations battle as they fight to keep costs down for their members. Those in the non-union sector who do not bargain with employers have already been hit hard for health care. Because of this fact, unions are confronted with a much greater task at hand, and possible job actions become more problematic. Nonetheless, there are those who think that strikes over health care costs will become more frequent in the next year.

For example, labor action over health benefits began to pick up last year when workers at Hershey struck for more than a month to stop a plan that would have significantly increased their health costs. At the end of the strike the union members accepted lower pay increases instead of health care increases. Unfortunately, strikes are risky in a bad economy.

Last year Boeing workers called for a strike over health insurance cost increases set to go into effect in 2004. However, the union then failed to get the required two-thirds vote from the rank and file. While the workers almost unanimously were against the proposal from management, the poor economy in Seattle (30,000 workers had been recently laid off), made striking far more problematic than it would have been under better conditions.

While our situation at a university is not fully congruent with labor situations in business and manufacturing, I think that some of the concerns we will face are similar. This past year millions of dollars were put into the

creation of the new indoor sports practice facility. Supposedly, the money for this effort was to be culled from private funding. However, there are those that claim that the majority of the funds came from public bonds and student tuition.

It is well-known that Western is up to its neck in bond interest payments from massive new construction projects campus-wide. The question then becomes: What are the priorities the administration has when it comes to managing millions of dollars? An even more perplexing problem lies in the way the administration moves money around from fund to fund. The faculty traditionally have had little or no voice when it comes to financial management at the university. If we are going to be facing poor economic times ahead, with health costs as a central component, we are going to have to lobby ferociously to have a clearer explanation as to where the money is going and how it is being used. This, I know, from previous negotiations, is much easier said than done.

While Western has brought forth explanatory financial data in every negotiation, there is no question in my mind that we have never witnessed a thorough financial exegesis at the negotiating table. It is the right of the administration to run the institution financially, but I expect that we, as faculty, are going to need more complete data at the table before we can accept any reduction in health care. In a time of duress, it is imperative that both parties come together in a spirit of complete disclosure in order to work out difficult financial issues.

Let's hope for the best as we move forward, but let us collectively realize that we may need to come together in significant ways to make sure that the faculty are treated with fairness and honesty.

ANNOUNCEMENTS

- A bulletin board has been set up for faculty discussion.
There is a link on the WMU-AAUP website: www.wmich.edu/aaup
- The meeting minutes from the Employee Health Care Committee are on the WMU-AAUP website: www.wmich.edu/aaup
- Robert Ricci has been approved by the WMU-AAUP Association Council to serve as the Chief Negotiator for 2003 Negotiations.



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ADDRESS SERVICE REQUESTED