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January/February, 2001

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*WMU-AAUP President*

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# Advocate

At Western Michigan University

## Union Goals and Union Roles

*Gary Mathews*  
*WMU-AAUP President*

A former colleague had a quotation on the door of his office that seems to have relevance to the professorate and to the WMU-AAUP. It went something like this: "It is hard to remember that your objective is to drain the swamp when you are up to your rear end in alligators." It is so easy to focus on the little tasks and immediate demands of the job and to lose sight of the goals and objectives that inform our actions. Therefore, let us review the reasons for having a faculty union.

The WMU-AAUP negotiates the collective bargaining agreement between the Chapter and Western Michigan University. The Agreement specifies wages, hours, and working conditions for the faculty of our university.

The WMU-AAUP enforces the collective bargaining agreement. If the leadership of the Chapter believes that the Agreement is not being followed, it challenges the actions of the administration through dialogue, grievance, mediation, and arbitration. Our ability to advocate for causes or issues important to the faculty depends on timely communication between the general membership and the leadership. Without your help, we cannot do our part effectively.

The WMU-AAUP defends the rights of individual faculty members who have been denied due process. We defend due

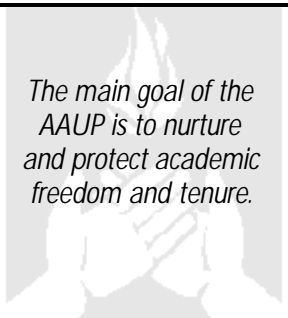
process, not the behavior or performance of the faculty member. This means that we represent all faculty in need of help, regardless of their guilt or innocence. Here again, we depend on you to tell us when you need our help.

The WMU-AAUP communicates with the state and national AAUP. We communicate with other universities. We communicate with the administration of our university. We communicate with the Faculty Senate. We communicate with other employee groups on campus. We communicate with our members, both individually and collectively through the Association Council, Chapter Meetings, the *Advocate*, and *ad hoc* meetings and consultations.

From its inception in 1915, the main goal of the American Association of University Professors has been to nurture and protect academic freedom and tenure. At Western Michigan University we do that through negotiation, contract administration (including grievance and arbitration), advocacy, and communication.

Much of what the union does is based on negotiations. According to Roger Dawson, in *The Secrets of Power Negotiation*, the best case scenario for a successful negotiation is when both sides feel a sense of accomplishment, both sides believe the other was fair, both would deal with the other side again, and each side thinks that

the other will keep the bargain. Of course, the worst case scenario is when negotiations break down and there is a strike. What would it take for the WMU-AAUP to call for a strike?



*The main goal of the AAUP is to nurture and protect academic freedom and tenure.*

What if quality instruction were threatened by the administration offering to raise our salaries only based on a system of "merit," which really meant that the administration decided solely at its own discretion. What if preference rights for spring/summer teaching were no longer given to faculty, and instead this work was assigned to part-time instructors, and others? What if pay for spring/summer teaching were reduced by half? What if post-tenure review were instituted as a punitive, intrusive, threatening device to control faculty and endanger academic freedom? If these things were to happen, a strike could be the result. But none of these proposals has been formally introduced by the administration, and negotiations are still more than a year away. So why worry?

Information and time are important factors in negotiation. We have time on our side if we begin to prepare early. The first step in preparation is for each of us to ask ourselves what we want out of the next negotiations. We need to know what our minimum requirements are, and we need to identify the most important issues. The more time we take to prepare, the more likely we will successfully reach compromise with the administration and continue the good will and cooperation which has been the indisputable hallmark of the current administration of Western Michigan University.

NOTE: The administration's statement on email privacy, which was promised for this month's *Advocate*, has been postponed due to technical difficulties. (Somebody's hard-drive was accidentally erased.)

### WMU-AAUP Officers' Hours

#### Gary Mathews

President

Mon 1:00—3:00pm

Wed 1:00—3:00pm\*

#### Ariel Anderson

Contract Administrator

Wed 2:00—4:00pm

Fri 1:00—3:00pm\*

#### Elaine Phillips

Grievance Officer

Mon 1:30—3:30pm

Wed 1:00—3:00pm\*

\*And by appointment

## From Your Contract Administrator...

*Ariel L.H. Anderson*

Happy New Year! I'm so glad to continue my work with the Chapter leadership! The semester has just begun, and to date I've been dealing with inquiries regarding promotion and tenure reviews, approval of Academic Career Specialist (ACS) positions, and department policy statement reviews. In addition, we are working as a leadership team to follow through on a grievance (and potential arbitration) regarding the use of FMLA leave and how this does or does not coordinate with use of sick leave. We'll keep you posted on this very important matter, as we are fighting rigorously to protect a provision which we negotiated in 1999, and which we believe the administration is now seeking to obliterate.

The focus of my column this month is on the **one-semester sabbatical leave option**, at 100% pay. If you have been a regular reader of the *Advocate*, then you know that there have been many concerns regarding this particular option for sabbatical leave and the restriction on eligibility for Spring and/or Summer teaching assignments that goes along with it. I'd like to give a little history regarding this negotiated provision, with the hope that this may clear up at least some of the controversy which surrounds the one-semester sabbatical leave.

In 1996, the WMU-AAUP negotiation team sought to obtain a one-semester sabbatical leave option at

100% rate of pay. The administration was not unfriendly to this idea, but in their counter-proposals stipulated that anyone who used this option would be ineligible for Spring/Summer teaching assignments adjacent to the sabbatical leave. In other words, a faculty member taking a "100% Fall sabbatical" would be ineligible to teach in the Spring and Summer sessions directly preceding the leave. Similarly, a faculty member taking a "100% Winter sabbatical" would be ineligible to teach in the Spring and Summer sessions directly following the leave. During the 1996 negotiations, the administration indicated that they were concerned that the one-semester sabbatical leave option would be very popular, and that it could well prove costly to the administration. Thus the restriction on Spring/Summer teaching. Also, during contract negotiations, the administration expressed the view that an extended period of time is necessary to really optimize one's sabbatical leave, and therefore they felt that the faculty member should not teach during the adjacent Spring and Summer sessions. The WMU-AAUP negotiation team accepted the administration's proposal. After all, this was just one more option for the faculty. No one would be forced to use this option. Our then-current two-semester sabbatical leave option at 75% pay would remain available. One could take a sabbatical leave during adjacent Fall and Winter semesters, or a sabbatical leave could be approved for two consecutive Fall or Winter semesters, or for a Winter semester followed by the next Fall semester. There are no restrictions on a two-semester sabbatical leave with regard to eligibility for Spring and Summer teaching assignments. Since our "status quo" sabbatical leave provisions were already quite competi-

ve, the 1996 WMU-AAUP negotiation team saw no harm in simply adding another option to the sabbatical leave "mix."

With regard to the relationship between sabbatical leaves and Spring/Summer teaching assignments, things seem to have come to a head this year. Why the delay in problems with this provision rising to the surface? I can't tell you. But we have had a lot of unhappy folks this year -- faculty who have, one way or another, just

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recently discovered that there is a restriction on eligibility for Spring/Summer teaching when one selects the one-semester sabbatical leave option. Apparently, the administration has, for the past couple of years, permitted *some* faculty with one-semester sabbatical leaves to teach in the adjacent Spring and/or Summer sessions. The Chapter leadership was unaware that this was occurring. But in the Summer and Fall of 2000, the Chapter leadership received several calls from faculty members who were planning to apply for sabbatical leave, and who were just becoming aware of the Spring/Summer teaching restrictions associated with the one-semester leave. Several faculty members decided not to apply for sabbatical, indicating they could not afford

to do so, given the restrictions associated with the one-semester leave. Other faculty members, already granted a one-semester sabbatical leave for the following year, called to ask the Chapter to grant an exception to the contractual restriction. Even the administration contacted the Chapter leadership to see if we would grant an exception to the teaching restriction for *selected faculty members!* The Chapter leadership has responded with consistency to all inquiries. We agreed to the sabbatical leave provisions, including the restrictions, detailed in the current *Agreement*. We have a legal and a moral obligation to monitor the contract and to ensure that the provisions and protections therein are *evenly applied* to all members of the bargaining unit. We told the administration we would be glad to waive the restriction on Spring/Summer teaching for *all* members of the union, but indicated that we could not agree to make exceptions for specific faculty members simply because the administration wanted us to. We asked the administration to agree to a letter of understanding that would change the contract, to eliminate the teaching restriction altogether. The administration refused. They countered with a request to be able, at their sole discretion, to determine and grant exceptions to the restriction on Spring/Summer teaching. The Chapter, after thorough consultation with the Chapter attorney, refused to grant the administration's request. To grant such a request would have meant that the Chapter leadership was agreeing to inequitable treatment of individual members of the faculty union. This would violate the Chapter's responsibility to ensure fair and equitable treatment of all members of the bargaining unit.

Several faculty members have been quite aggressive in their communications with the Chapter leadership regarding the sabbatical leave conundrum. While we regret that we are unable to satisfy all members of the union all the time, we remain clear about the fact that we must not bend to permit the administration to play favorites with regard to opportunities for work. Let me point out that the one-semester, 100% sabbatical leave option which restricts Spring/Summer teaching opportunities is still a good deal. The math is simple. If one takes a two-semester leave at 75% pay, and is then fortunate enough to obtain a Spring/Summer teaching assignment at 22%, the total amount of pay comes to 97% of base. If a faculty member takes a one-semester sabbatical at 100% pay, and is prohibited from teaching during the adjacent Spring/Summer sessions, the rate of pay for the year comes to 100%! Thus, one doesn't actually lose out by going the route of the one-semester leave. And please bear in mind -- many faculty members do not have ready opportunities for Spring/Summer teaching, regardless of whether or not they are up for sabbatical. Thus, the one-semester sabbatical leave provision negotiated in 1996 remains a **good** option. Rest assured that this issue will be re-

visited when we return to the negotiation table in 2002. We will strive to lift the restriction on Spring/Summer teaching. The administration currently claims that, to them, this is not a matter of financial concern (though this was clearly the stated case in 1996). They persist in claiming that they are looking out for our best interests by restricting our opportunities to teach. This position appears condescending to the Chapter leadership. The administration has asked for the ability to waive the restriction at their sole discretion, claiming "programmatic necessity," and so on. We just aren't buying it. If it is not a matter of finances, then we say -- we are all adults here. Let the faculty member decide whether or not teaching in the Spring/Summer is appropriate. We will not succumb to administrative whim and administrative largesse on this issue.

In sum, the Chapter leadership regrets that this has been a sticking point for quite a number of faculty members. We will strive to improve our sabbatical leave options in the future. But, for now, the leadership must ensure fair and equitable treatment for all members of the bargaining unit. We ask for your patience and your understanding with regard to the sabbatical leave provisions, and remind you that -- even given the administration's restriction on Spring/Summer teaching -- our contract contains enviable sabbatical leave provisions overall. As always, please contact your Contract Administrator if you have questions regarding sabbatical leave, or any other matters pertaining to the contract. My best wishes for a productive and enjoyable Winter semester!

## From Your Grievance Officer...

*Elaine Phillips*

### **FAMILY MEDICAL LEAVE ACT — GRIEVANCE AND CORRECTION**

The administration and the AAUP have been unable to resolve differences in the interpretation of Article 27 – Leaves of Absence. Consequently, the AAUP filed a grievance and requested expedited arbitration. The administration did not agree to expedited arbitration, but did agree to begin grievance hearings.

At issue is the administration's statement that they have the right to run the Family Medical Leave Act (FMLA) clock concurrently with sick time, regardless of whether or not the faculty member requests that this occur. The WMU-AAUP believes that FMLA leave and accumulated sick leave should not automatically be debited concurrently, but rather FMLA leave should be activated if and when a bargaining unit member requests that it go into effect. We believe that this is what we negotiated in the 1999 contract.

The administration believes that our interpretation of the contract is incorrect, and that they are following the letter of the FMLA law. We are not arguing with their interpretation of the FMLA law. Our point is that the law does allow for employers to offer more than that which is specifically outlined by the 1993 Act. We believe that the AAUP team negotiated for more, and that the contract states this.

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I do want to make a correction to what was printed in the November/December 2000 *Advocate* regarding the FMLA law and caring for in-laws. I wrote that the FMLA law was enacted "to ensure that workers have time away from work for the birth and care of a child; adoption or foster care of a child; care of serious health conditions of one's spouse, child, parent or **parent-in-law**; and/or care of one's own serious health condition." The sentence should read "...parent, or **in loco parentis** and/or care of one's own serious health condition." (Thank you to Dick Schaper, Benefits Office Manager, who knows the law well, noticed this error, and was gracious in his manner of calling it to my attention.) Please be aware that, although the FMLA law does not mandate that employers must provide leave time for workers to care for parents-in-law, under our contract, we *are* allowed to use FMLA leave to care for our parents-in-law if they have serious health conditions (Article 27. §2.2.3).

Other benefits that we believe bargaining unit members are allowed under Article 27 include the right to use a maximum of 30 accumulated

sick days in any rolling year: for the birth or care of one's child; to adopt or bring a child into the member's home for foster care; or to care for a spouse, child, or parent who has a serious health condition, provided that the individual resides in the member's household. Article 27 is specific that the use of 30 sick days is "...in addition to the twelve weeks of unpaid FMLA..." (see 27. §7.2.7, page 82). The administration has contested this, but, in grievance discussions, appeared to acknowledge that the AAUP's position is correct. We will know more when we receive a written response to our step one hearing.

#### NEWS FROM AROUND THE STATE

*Michigan Technological University* – The National AAUP is continuing to recruit faculty members at this institution. Reports indicate that recruitment is going well, and that by November 2000, over 45% of the faculty had signed up. Our current contract administrator and former president, Ariel Anderson, plans to help with this effort by visiting the campus and addressing the MTU faculty late this month.

*Northern Michigan University* – The faculty at Northern report that they completed their contract negotiations last summer in record time. They are particularly pleased with their retirement program, in which the university contributes 12.5% on the first 20K of salary and 17.5% on salary over that amount.

*Oakland University* – I am told by the president of Oakland's AAUP, that the negotiations at Oakland went well and a tentative agreement was reached prior to early September.

Article 27. §7.2.7 is specific that the use of 30 sick days is "... in addition to the twelve weeks of unpaid FMLA..."

#### ASSOCIATE PROVOST ALLEN

The AAUP leadership looks forward to working with Professor Roberta Allen, in her new job as Associate Provost. Many of us have worked with Roberta. In addition to years of service on the WMU-AAUP Executive Committee, Roberta served as the grievance officer, and was a member of the AAUP's 1993 Negotiation Team. On a personal note, I want to thank Roberta for her words of support and helpful reflections on grievance work. Her insightful and kind comments have made my job easier. Congratulations, Roberta!

The AAUP filed a grievance and requested expedited arbitration.

WMU-AAUP  
website:

[WWW.WMICH.EDU/AAUP](http://WWW.WMICH.EDU/AAUP)

**IMPORTANT PROMOTION & TENURE DATES**

<b>*March 5</b>	<b>Dean to inform candidate of recommendation</b>
<b>March 7</b>	<b>Candidate to inform Dean of intent to appeal</b>
<b>March 12</b>	<b>Dean to present materials to Provost</b>
<b>*April 23</b>	<b>Provost to inform candidate of recommendation</b>
<b>April 24</b>	<b>Candidate to inform Provost of intent to appeal</b>
<b>June</b>	<b>Final action by WMU Board of Trustees</b>

**\*reflects rolling date forward to next scheduled work date**



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