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May/June 2003

the WMU
AAUP



Advocate

At Western Michigan University

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E-Mail Policy Protects The Administration And Not Us!

Gary Mathews, Ph.D.
WMU-AAUP President

In a remarkable display of disregard for faculty prerogatives, on Tuesday, May 27, 2003, the Technology and Operations Council of the Faculty Senate voted 9 to 1 against respecting the rights of its employees, including their reasonable expectation of privacy, in terms of e-mail. In 1999, it came to our attention that University Computing Services had rules which included the statement that "The University also reserves the right to access e-mail information. Once a message has been sent, control over what happens to it is lost." Of course, this is true and everyone knows it. But the administration and the faculty can agree to more restrictive policies that protect faculty from having Western review the content of our e-mails without prior notification, out of personal curiosity, or in a random intrusion into our communications. In the year 2000 we expressed concern about e-mail privacy, and Viji Murali invited me to serve as a member of the Data Administration, Security, and Data Warehousing Committee to participate in developing an e-mail policy that would work for the faculty as well as all other employees.

Under the capable leadership of Bob Johnson, we produced an e-mail policy in September of 2000 that included this sentence: "WMU respects

the rights of its employees, including their reasonable expectations of privacy." For the past three years I have been a vocal supporter of Western's approach to e-mail policy, assuming that the policy I had helped to draft was making its way oh-so-slowly through the bureaucracy. Yesterday I received a call from Jim McCarthy, who was concerned about the fact that the policy was coming up for a vote and did not contain the above sentence. Sure enough, the policy that passed the Council had omitted the only sentence in the entire policy that was positive in tone, and that acknowledged that Western respects the rights of its employees, including their reasonable expectation of privacy.

We used to think that people were paranoid about their e-mail being ran-

*Western does
NOT respect the
rights of its em-
ployees,
including our
reasonable
expectation of*

domly read by administrators, technical support staff, and others. Jeff Howe, in an article in Yahoo! Internet Life (October 2000), entitled "BIG BOSS IS WATCHING," says: "If your employer opened your mail or tapped your phone, you'd holler. But online that's exactly what's happening." The policy that the Technology and Operations Council has adopted has rights for Western and responsibilities for its employees. It tells what Western can do, and what employees cannot do, when they use e-mail.

Be forewarned. When it comes to e-mail, WESTERN DOES NOT RESPECT THE RIGHTS OF ITS EMPLOYEES, INCLUDING OUR

The Times They Are A-Changin'

Gary Mathews, Ph.D.
WMU-AAUP President

I think that the year was either 1963 or 1964. I was a sophomore at the University of Cincinnati. My hang-out was the United Campus Christian Foundation, a hotbed for radical ideas like racial integration. The peace movement was just getting organized as the war in Vietnam was correspondingly beginning to expand. I had just seen my first "hippie." I walked into the UCCF, as we liked to call it, and strange music was blaring from the hi-fi. A friend of mine said, "This is Bob Dylan, have you heard of him?" That was the first time I heard his music, and the song was, "The Times They Are A-Changin'."

The times they are a-changin' here at Western. President Judith Bailey and her husband Brendon are moving into the house on Short Road. Interim President, soon to be Provost, Dan Litynski is moving across the hall on the third floor of the administration building. Elise Jorgens is moving to the College of Charleston in South Carolina to become provost there.

In the fall semester, Bob Ricci will be assuming the role of contract administrator. Pam Rooney will be the interim grievance officer while Elaine Phillips is on sabbatical. For the first time in many years, we will have an information officer, Jo Wiley. She will be in charge of the newsletter and will be handling the chores of webmaster and media relations. Ariel Anderson will remain on the Executive Commit-

tee and continue to lead the Collective Bargaining Congress of the AAUP at the national level.

In a few weeks, negotiations will begin in earnest. Only two articles will be opened, but two biggies! Health benefits and compensation are important to us all, and both healthcare and income are changing rapidly in Michigan and nationally. Health-care costs are increasing every year, and income to the state has been dwindling at the very time that tax revenues are being cut and cut again. Our University is putting up a valiant fight to be treated fairly by changing a system that pays some universities more than \$9000 per student, while others, like Western, get less than \$5000 per student. The president of the one other university we share our second tier with in the state hierarchy, Michigan Tech, told the legislature that comparing Western to Michigan Tech was like comparing the State of Michigan to Iraq (we're Iraq in this strange and startling metaphor).

We are planning a Chapter President's Reunion in the fall semester, and will be inviting every past president to come and participate in the making of a videotape of the presidents and their recollections of the history of our union. Tom Pagel, Faculty Emeritus from the Department of Communication, is in charge of this project. There are changes in the university administration, changes in the Chapter leadership, changes in the funding of the university, and changes being negotiated for the membership this summer. As times change, it is important to take a moment and remember, in this our Centennial Year, the people who founded, formed, and fought for this strong

WMU-AAUP OFFICERS' HOURS*

Gary Mathews

President

Wed 1:00 – 3:00pm

Ariel Anderson

Contract Administrator

Wed 9:00 – 10:30am

Fri 1:00 – 3:00pm

Elaine Phillips

Grievance Officer

Wed 9:30 – 10:30pm

Fri 1:00 – 3:00pm

*And by appointment

From Your Grievance Officer...

Elaine Phillips, Ph.D.

SUMMER I AND SUMMER II TEACHING

As departmental budgets tighten, tensions and misunderstandings increase regarding how teaching assignments are made for the Summer I and Summer II sessions. Departments that function most smoothly in these fiscally difficult times are those which have clearly defined procedures for course assignments.

The WMU-AAUP recommends that faculty members engage in discussion regarding fair and equitable methods of assigning summer teaching. When consensus is reached, it is helpful if procedures are developed and included in departmental policy statements. Although departmental policy statements are recommendations rather than mandates, these documents can serve as useful tools for mutual understanding, regularizing procedures, and on-going discussions.

If there is significant or consistent deviation on the part of the chair from the faculty-approved recommendations, policy statements give faculty a forum for discussion with the chair regarding assignments. Without such recommendations, chairs are left on their own to make decisions regarding assignments. The result may be assignments that appear arbitrary, capricious, or intended to punish outspoken faculty members or

reward those who currently have favor with the chair.

If your department's policy statements do not include recommendations for the assignment of summer courses, please feel free to contact the WMU-AAUP office. We have policy statements from all departments on file, and would encourage you to review several for ideas.

GRIEVANCE ACTIVITY

As you have probably discerned from the information above, we have been working with several faculty members who have concerns regarding the assignment of summer courses. We have also been dealing with several situations in the College of Aviation and a tenure denial in the College of Engineering.

In the College of Aviation, all term aviation specialists have been assured work through June 30, 2003. Two specialists had been scheduled to have their contracts end on April 30, 2003, but extensions have been granted. All term aviation specialists have been notified as to who will receive contracts next year, and who will not have their contracts renewed.

The WMU-AAUP has expressed concern to the administration regarding the training of two administrators to run flight simulators in the College of Aviation. We have received written notice that the administrators will not replace faculty in the simulators. This is good news. If administrators were to be assigned to the simulators, it would, in our view, constitute taking away the work of the unit.

In other College of Aviation con-

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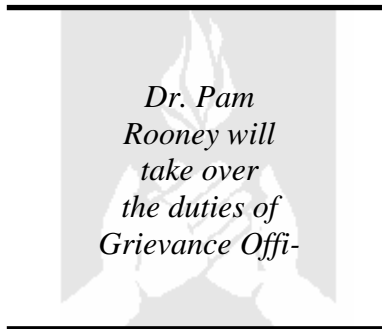
cerns, an aviation specialist who resigned from the University some months ago has finally been granted and received a disputed salary reimbursement. In a separate issue, the WMU-AAUP attorney has determined that the University has not violated labor law or immigration law in the placement of an international faculty specialist holding a visa in a position formerly held by a U.S. citizen.

We are in the final stages of reaching an agreement regarding a tenure denial in the College of Engineering and Applied Sciences. The administration did agree to a new review after a step two grievance hearing, but we had concerns regarding the review. The grievant and the administration have, at this point, reached a verbal agreement, the exact details of which are still being negotiated.

NEW GRIEVANCE OFFICER

Welcome to Dr. Pam Rooney, Business Information Systems, College of Business. Pam has been working with me at the WMU-AAUP during Summer I, and will officially take over the

duties of Grievance Officer in Summer II. She has been active in the WMU-AAUP for many years, most recently serving on



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the Executive Committee. It has been a pleasure to work with her this session and to have her input and ideas regarding issues facing our union. She will be an excellent grievance officer.

It has been a pleasure to serve as your grievance officer for the past six years. The opportunity to meet with faculty colleagues, listen to faculty concerns and ideas re-

**NEGOTIATION
HOT
LINE:**

345.3880

From Your Contract Administrator...

Ariel L.H. Anderson, Ph.D.

USE OF SICK LEAVE – FOCUS ON MATERNITY LEAVE

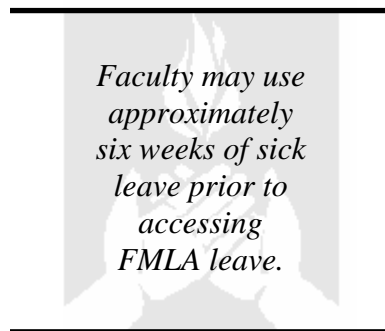
I'd like to direct your attention to page 87 in the *Agreement*, particularly sections 27.§7.2.7 and 27.§7.2.7.1. Bargaining unit faculty members are permitted to use sick leave for up to thirty days in a rolling year *in addition* to twelve weeks of unpaid FMLA (Family Medical Leave Act) leave for several purposes, including: (a) birth of a child and to care for such child; (b) adoption or foster care; and (c) to care for a spouse, designated other (see 36.§12), child or parent who resides in the same household as the member. In some instances, bargaining unit faculty members are *released* from the "*resides in same household*" requirement by language in 27.§7.2.7.1, which reads: "The residency in the same household requirement...shall be waived in the case of a parent, or a child under the age of 19."

Some faculty, in exploring maternity leave options, have recently reported being told by administration and/or staff that use of sick leave for birthing *simultaneously* runs the FMLA "clock." This is *not true*. We purposefully negotiated the provision in 27.§7.2.7 to ensure that faculty may use approximately six weeks of sick leave *prior* to accessing FMLA leave. Please familiarize yourself with the provisions on page 87 of the *Agreement*, and contact me if you have further questions about how

to interpret and/or make use of these provisions.

We have tried to negotiate a set of provisions which, cobbled together, enable a woman to take an entire semester off for birthing. Unfortunately, only *part* of the semester-long leave is with full compensation. The basic options available for maternity leave include the following: (a) six weeks of paid sick leave (if available in the member's sick leave bank); followed by (b) one week of paid necessity leave (if the chair/director agrees to this; see 27.§8, p. 89), followed by (c) up to twelve weeks of unpaid FMLA leave. Depending on the timing of delivery, these provisions, taken together, *usually* enable a woman to be "off duty" at WMU for an entire semester.

If a woman wishes, she may take a briefer leave for birthing. For example, one might decide to use only the sick leave provision, or the sick leave and necessity provisions, and to forego (or use only partially) the FMLA leave provision. Sometimes this choice is made because the member doesn't feel she can afford to be off pay for an extended (or for any) period of time. If a woman plans to



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accessing
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be on maternity leave for part of a semester, she *may* be permitted to return to her “normal” workload once she resumes working. Alternatively, Western has the right to provide an alternative work assignment (see 27.57.4, p. 88). Ultimately, Western has the right to determine final workload.

The best advice I can offer is to work proactively with your immediate supervisor (normally the chair/director) to craft a maternity leave “package” that works well for you. The more advance notice you provide, the more likely you will be able to develop a package that suits you. I have recently worked with several expectant women to enable them to develop maternity leave packages that have left everyone involved quite satisfied. Most chairs are agreeable to granting necessity leave to provide an additional week of pay beyond the six weeks of paid sick leave. Most chairs are willing to work with the member to develop a suitable work plan upon mid-semester return from maternity leave. Several chairs have consulted with me to be sure that they know all the options, and they seem genuinely good-hearted in terms of wanting to provide the best possible situation for the member, while preserving quality of programs/instruction for students.

Please let me know if you need assistance in this arena.

DURATION OF HEALTH BENEFITS BEYOND TERMINATION OF EMPLOYMENT

Health care coverage for bargaining unit members extends through the Summer, even when a faculty

member’s termination date (due to resignation, or termination for disability) precedes this time. For example, a faculty member who resigns effective April 30th continues to be covered by his/her current health care plan through the Summer.

The exact date for termination of benefits varies slightly, but generally conforms to the last day before the first day of the first Fall pay period (sometime in early August). Recently, some faculty members have been told by staff that their health benefits expire upon date of termination (those dates, in these cases, being be-

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tween the end of April and early June). The information provided to these faculty members is simply wrong. These individuals are covered with regard to health care through early August. If you have questions in this arena, please contact the AAUP office for information.

(NOTE: If a faculty member is terminated for cause, as the result of disciplinary proceedings, health care coverage may terminate before the end of Summer.)

TENURE FOR FACULTY SPECIALISTS

Admittedly, this continues to be a contentious issue on our campus. Nation-wide, there has been significant interest in what we have negotiated in this arena. For example, while in New York attending the Thirtieth National Conference: Collective Bargaining, Past, Present and Future, hosted by the National Center for the Study of Collective Bargaining in Higher Education and the Professions (Hunter College, March 30 – April 1, 2003), Gary Mathews, Bob Ricci and I attended a session where a presenter spoke directly to our contractual provisions for faculty specialists as a notable innovation in collective bargaining. We were quite taken by surprise, yet pleased, to see that Western is considered “notable” in this regard.

I have given several presentations regarding tenure for faculty specialists at state and national AAUP functions in New York City, Washington, D.C., and Lansing, and will be presenting again on this topic in Albuquerque, New Mexico in July, in the context of the National AAUP’s Summer Institute. Contingent labor provisions and innovations for alternate-stream faculty are huge in the current discussions regarding staffing dilemmas in higher education. At a point in time where only approximately one-third of higher education faculty are tenured, or in the tenure stream, the provision of tenure for contingent labor, or non-traditional faculty, is one important mechanism of support for the tenure system in general.

We will have ample opportunities to refine the contract in future contract negotiations. Between now and the Summer 2005 contract negotiations, please continue to

engage in conversation and to express your views to the union leadership regarding faculty specialists, so that we are best able to represent the faculty "next time 'round."

DEPARTMENTAL POLICY DOCUMENTS

Every time the contract is renegotiated, there is the possibility that certain aspects of departmental policies will fall "out of synch" with the master *Agreement*. In Summer 2002, there were several significant changes in the *Agreement*, which no doubt affect the policy documents. Notable areas include provisions pertaining to faculty specialists and their inclusion in the tenure and promotion processes. Also notable is the

evaluation article, which will, over the course of this contract, bear impact on every department/unit within the University. I highly recommend that each department/unit establish a departmental policy committee, charged with careful review and revision of departmental policies to ensure compliance with the *Agreement*. Summer is not the best time for such work to occur, due to changing schedules and the absence of many faculty from normal departmental procedures and functions. The Fall is an ideal time to get this work underway.

The Chapter leadership stands ready to assist with policy review and development. Also, copies of all currently approved departmental policies are on file at Montague

House, and are available to the faculty for perusal and use in policy development. Please call ahead to make sure someone is on hand to assist you if you wish to look through (and perhaps

NEW

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ADDRESS SERVICE REQUESTED