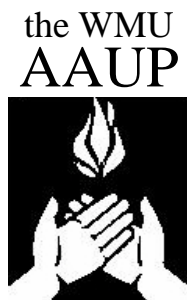


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Advocate

At Western Michigan University

November/December 2003

Editor: Jo Wiley

Information at a Glance

Wrapping Up

The final-edit copy of the recently negotiated and ratified Agreement articles (Article 31, Compensation Guidelines; Article 32, Economic Compensation; Article 33, Health Care Benefits), appendices and letters of agreement will be posted on the WMU-AAUP website (www.wmich.edu/aaup) as soon as they are available to us. To save costs, hard copies will not automatically be distributed to the membership. While a few copies will be available at the AAUP office, feel free to download and/or print the files from the website yourself.

Moving Forward

Even though the current *Agreement* is wrapped up for the next 20+ months, it has not been “put to bed.” Many agreed-upon issues will need monitoring to assure they are implemented and carried out in accordance with the *Agreement*. The President, Grievance Officer and Contract Administrator, with the support of the Executive Committee, have in the past taken on this role. Because of the complexity of and transition to new healthcare benefits, the Chapter has added a **Healthcare Advocate** as a resource for members struggling to understand or get resolution to healthcare concerns. Read the *For Your Health* article below for more information.

While the next round of contract negotiations is still 18 months away, the Chapter is already working to identify concerns and areas of the Contract to bring to the table. Member interest and involvement in this process is critical.

The Chapter has established a **Mobilization Committee** to explore new avenues for the Chapter to assist and serve the membership and to also motivate and increase member participation in union decision-making activities. A brief overview of the Committee’s goals is included in this issue’s article *Exploring New Avenues*. More detailed information will be available in future Advocate issues, on the web, and at Chapter meetings.

Also included in this issue is a thought-provoking article, *Joint Appointments and the Agreement*, that identifies problems and raises questions for consideration during the next contract negotiation. Member-contributed articles such as this will help the Chapter work to identify, recognize and draw attention to the concerns of all membership groups. If you would like to contribute an article, or an article topic/idea, contact me at

For Your Health

C. Dennis Simpson, Ph.D.
Vice President and
Chapter Healthcare Advocate

Last month all Western Michigan University faculty were required to decide between two healthcare plans: a PPO or an indemnity plan. Now that the decision has been made, many faculty believe they can put such concerns and decisions behind them for at least another year — maybe two. However, this is really not the case. In the United States, and in fact throughout the world, a dramatic shift in healthcare has taken place. The responsibility for ones own

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WMU-AAUP President

Executive Committee

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Vice President

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*Contract Administrator &
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Robert Ricci

Grievance Officer

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Information Officer

Jo Wiley

Representatives

Johnson Asumadu

Blair Balden

Joel Boyd, Jr.

Sandra Glista

Mary Anne Loewe

Gerard Nowak

William Santiago-Valles

Leo Stevenson

Paul Wilson

healthcare has shifted from a paternalistic/maternalistic model, where healthcare was provided by employers and the medical community, to a model of joint fiscal and functional responsibility with the medical community and employer on one side and the faculty member on the other. As such, faculty are now required to assume a major role in their own healthcare.

Actually, there are two self-healthcare roles faculty must now assume. The first role is a fiscal role involving co-payments, deductibles and, in some cases, contribution sharing. This role requires that each faculty member closely observes charges for healthcare from each provider. As a result of assuming this responsibility, the relationship between the faculty member and his/her healthcare provider will need to change from being only a professional care-giving treatment relationship to one that involves fiscal oversight or a quasi-employment relationship.

Concurrent with this fiscal shift in healthcare is a conceptual change that must occur between the faculty members and their healthcare providers. Faculty can no longer be semi-passive recipients of healthcare services. Instead, they must accept a position of joint responsibility and accountability in combination with their healthcare providers. This shift is reflective of the recent resounding mantra "Whose body is it anyway?"

Both the fiscal shift and the conceptual shift in healthcare require faculty members to be more knowledgeable about healthcare benefits and coverage. They need to fully understand the benefits and limitations of their particular insurance, whether WMU's PPO or indemnity plan. They need to know which providers are a part of the plan under which they are covered. They need to be aware of and understand

treatments and procedures for diseases and disorders. In short, this shift requires that faculty expend additional time and effort to obtain all necessary information, therefore allowing them to make clear, cognizant decisions about their current and future medical care.

So how does all of this relate to your union? Your negotiation team negotiated the current contractual healthcare benefits, and the union will demand that the administration fulfill every word and obligation spelled out in Article 33 of the *Agreement* between Western Michigan University and the WMU Chapter of the American Association of University Professors. Unfortunately, we have already experienced some cases of misinterpretation, misunderstanding, and/or misrepresentation with regard to health care benefits and future claims. Admittedly, our health care policies are complex and at times confusing. Recognizing this, the Chapter is committed to not leaving any faculty member to walk through the maze of the healthcare plans and the extensive policies that govern these plans on her/his own.

Blue Cross Blue Shield of Michigan (BCBSM) is the healthcare plan administrator for both the PPO (Community Blues) and the indemnity (Traditional) plan. A representative of BCBSM, **Steve Tomasko**, is on campus each Thursday to assist faculty in making decisions and/or solving any problems associated with the healthcare plans. The AAUP has worked with Mr. Tomasko on many occasions, and believes he is a fair, neutral and objective professional. The AAUP highly recommends Mr. Tomasko, and suggests faculty make an appointment with him (by calling the Benefits Office at 387-3620) if they have any healthcare benefit concerns.

Still, Mr. Tomasko and the BCBSM

healthcare plan administrators are only able to interpret the plans and give advice pursuant to their understanding of the plans. They do not have the role or responsibility of advocating for you regarding your healthcare. These responsibilities belong to the AAUP. Given the complexity of the current healthcare plans and the history of previous plans, your Union has designated an advocate for you regarding your healthcare benefits. While the contract and grievance officers are still available to you for consultation regarding healthcare or other contractual matters, the healthcare advocate will work with you, the BCBSM plan administrator, and the administration to assure you obtain the maximum benefits available for your healthcare needs.

I have accepted the role of healthcare advocate for the duration of my chapter vice-presidency term. If you experience any difficulty regarding your healthcare benefits, and cannot obtain a resolution from

Executive Committee Election Results

Academic Support Units

Jerry Nowak

Arts & Sciences

Science & Mathematics

Allen Schwenk

Arts & Sciences

Social Sciences

W. Santiago-Valles

Aviation

Blair Balden

Engineering & Applied

Sciences

Ralph Tanner

Fine Arts

Gwen Nagle

Exploring New Avenues

Allen Zagarell, Ph.D.,
Co-Chair, Mobilization Committee
Department of Anthropology

Our Chapter of the AAUP recently established the outlines of a Mobilization Committee. The committee is currently under the joint leadership of myself and William Santiago-Valles. The task of this committee is to explore new avenues for the WMU Chapter of the AAUP to satisfy and serve its membership.

Santiago and I have begun meeting and developing specific proposals which will be presented to the leadership of the union and the representatives of the faculty. The main task we see for the next two years is to increase, on all levels, the involvement of our membership in union decisions that affect their lives.

Broadly, our proposals involve:

- a) Making our proud union history and experiences available to the entire faculty — young and old.
- b) Bringing the faculty to the union and the union to its faculty. As part of this plan, we intend to involve the various union constituencies in the process of developing long-term union policies and hope to keep our leadership in touch with difficulties faced by faculty, department by department. We want to see faculty research capacities developed to allow us to more fully understand facts, figures and proposals presented by the administration. We will work to provide opportunities for our faculty to hear directly from other unions on how they are dealing with problems similar to our own. We

want to facilitate an aware and active membership over the next two years.

- c) Building ties to broader constituencies, inside and outside our university. We have many potential friends in the broader community. We hope to build on the goodwill and shared interests of our university, city and state friends.

We are working toward a revitalized union with a community of younger and older faculty, side by side, making Western Michigan University a

Joint Appointments & the Agreement

Johnson R. Haas, Ph.D.
Department of Geosciences and
Environmental Studies Program

Everybody likes the idea of interdisciplinary research. This is a favorite theme of funding agencies and university administrators. An increasingly common means of implementing this vision is through the creation of joint faculty appointments, where one faculty member straddles two departments, sometimes two colleges, and tries to bring the best of two disciplines to bear in unique and creative ways. In principle, this sounds wonderful.

In practice, too often the ideal is strained under the weight of conflicting departmental expectations. Arguments over teaching responsibilities, inflated service requirements, and squabbles over hours spent working "for" one department or the other can ruin the job esprit, and the career, of a joint faculty hire.

Often the expectations of a joint faculty hire are unclear at the time of appointment, when both depart-

ments involved seek to avoid binding contractual language through a more informal arrangement sharing the time of the joint hire. Though well-intentioned, such vague agreements can sour if two departments fail to communicate adequately, if department chairs change, if demands on a joint hire's time escalate beyond the workload of a single person, and if one department tries to claim an increasing percentage of a joint hire's labor.

My joint-appointed colleagues and I are bringing these issues to the attention of the general faculty for consideration and to suggest points that our union should address in the next round of contract negotiations. These issues directly affect joint hires, a small but growing minority of the faculty at WMU. For these individuals, seemingly minor issues can evolve into serious professional conflicts, especially during the probationary tenure period.

There is the issue of governance. Under the current *Agreement*, joint faculty can exercise voting rights only in their "home" department, i.e., where their tenure resides. This is a serious mistake. Joint faculty working daily in two departments, alongside two sets of faculty, are subject to two sets of departmental policies, and usually teach in two programs. Why then should a joint appointee be a "silent partner" in one of their departments? Unless there is a direct conflict of interest involving both departments, joint-faculty voting rights in both groups should be guaranteed. Where there is a conflict of interest, standing policy allows for recusal. If jointly-appointed faculty cannot meaningfully contribute to the governance of the minor unit, then the incentive to become a joint appointee, and the effectiveness of faculty in that position, is minimal. In effect, joint appointments become moot if those faculty are disenfranchised in one

of their departments.

There is the issue of workload. A joint hire cannot assume the workload of two individuals, yet this expectation could easily become the norm. The letter of appointment should explicitly establish the division of teaching loads between units and recognize the distribution of service efforts across both departments. Without formal, dedicated teaching in both units, departments may come into conflict as they struggle to meet their staffing needs. The home department may have undue influence over both the scheduling and kinds of courses taught by the joint faculty member for the other department. These situations can only hurt the joint appointee. A joint appointee must satisfy two sets of service obligations, such as faculty meetings, seminars, and even informal social activities. Either department may be unaware of the joint appointee's obligations in

the other unit, and may not understand the lack of full participation by the joint appointee in all such functions, even if the total effort in both units exceeds that of a typical faculty member in a single department. Through the letter of appointment, it should be mandated that current and future chairs take division of service into account when they make committee and other work assignments for joint appointees.

There is the issue of tenure and promotion. A joint hire operates in two programs, and work done "for" either program should count equally. One way of insuring accountability is to mandate that at least one member of the "minority" department or program participates in the "home department" tenure and promotion committee adjudicating the advancement of a joint hire. Another way is to require reviews in both units. In this case, the administration would accept both review letters. An informal salutary

letter from the minority department is not enough, especially in cases where the cumulative efforts of a faculty member in the minority department are substantial. Without formal input from both sides, the home department may have little idea of what the joint hire has been doing "across the hall."

The *Agreement* should be modified to incorporate these suggestions from faculty who are the most knowledgeable about the risks and rewards of joint appointments – i.e., those who currently hold such appointments at WMU. These suggestions will protect the joint hire, as well as the interests of both departments in which he or she resides. By mandating a clear division of teaching loads and service efforts, and by recognizing the rights of full participation for a joint hire in both their departments, the *Agreement* could substantially mitigate perennial issues encountered by the joint-



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