



Representing Wayne State Faculty and Academic Staff

NEWSBRIEFS

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Working Toward Common Goals is What We're All About! The Issue of Spring-Summer Teaching

**Mary Cay Sengstock,
Grievance Coordinator**

The reason why workers decided to join together in the earliest unions is that they believed they would be better off if they negotiated with their employers in a collective effort, rather than individually. That's what a contract is, and what it does for us at Wayne State.

However, there are members who believe they should be able to cut a "deal" on their own even if it violates the collectively negotiated contract. Should they be allowed to do this? Or should the union insist on the enforcement of the contract which covers everyone?

This issue has been raised most recently at Wayne State University with regard to assignment and payment for the Spring-Summer Session. Article XXXIV of our contract requires that faculty who teach Spring-Summer courses be compensated at a rate of 3% of their nine-month salary per credit hour. The contract also places special limitations on mandatory Spring-Summer teaching.

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Practice Plans, Collective Bargaining, and the Threat to Tenure: Why We Need to Rethink Our Role in the Medical School

**Charles J. Parrish,
Joint Observer**

Tenure has been under attack in medical schools for the last three decades and its future prospects are not good as a real protection of academic freedom in these institutions.

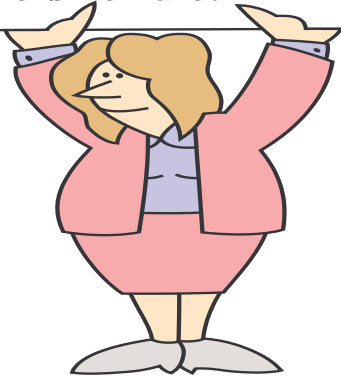
This has much to do with the changing revenue base that supports the medical schools, the growth of clinical practice plans, and, at WSU, the legal bar to genuine collective bargaining for our medical school faculty. To address this, we need to consider new approaches that are better suited to the needs of clinical and tenured faculty in the WSU School of Medicine.

Practice Plans and Fractional Tenure

The diminishing role of tenure is part of the natural history of medical schools. In the 1960s, medical schools got a very small amount, 5 percent or so, of their revenues from the provision of patient services by medical clinicians. Today, 45 percent of their revenue comes from those sources. Over time, many new faculty members have been hired on a clinical track: non-faculty.

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"We need to remember that we have a contract, and following it works to everyone's welfare."



Mary Cay Sengstock, con't.
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How do these provisions work out in practice? While some faculty wish to avoid Spring-Summer teaching in order to concentrate on scholarship, others would like the opportunity to earn extra income. But because the current budgeting system forces departments to generate revenues from the Spring-Summer sessions to help support the rest of the academic year, few full-time faculty are hired— it is simply cheaper to employ part-time faculty, graduate students, and lecturers. The same budgetary limits reduce the number of graduate courses that can be offered, often slowing the progress of graduate students. Under this system, graduate and undergraduate programs both suffer the consequences of reduced offerings and an over-reliance on part-timers.

There are a number of ways in which faculty members and academic units have attempted to resolve these dilemmas. Some are within the scope of the contract and are quite appropriate. Others are not.

One approach which colleges might employ is to mandate that faculty teach the Spring-Summer session within load, either in place of the Fall or Winter term, or by adding a class within the Spring-Summer term as part of their assigned workload. According to the contract, these arrangements can only be made when there is a demonstrated need and faculty volunteers are sought. If volunteers are insufficient, the contract requires that a 2N Committee (with equal representation from right to negotiate for his/her own financial gain? Why not let the faculty member develop an independent agreement with the College to teach for, say, 2.5%? Or 2%? Or even at the flat rate generally offered to part-time faculty? The faculty member wants to make some extra money, so aren't we operating against our members' own welfare if we insist on enforcing the contractual 3% formula?

The problem, of course, is that once a single faculty member in a department or college has agreed to teach for less than 3%, then other members seeking Spring-Summer work will be pressured to do the same. Such individual bargaining ultimately leads to a race to the bottom, diminishing everyone's income. It is particularly dangerous for higher paid faculty to "volunteer" in this way, because this

puts a great deal of pressure on faculty members at the lower end of the pay scale. They may really need the 3% salary, but they are forced to take less if they want anything at all. Where would it end- "Will teach for food"?

So let's all remember why we have a union in the first place. It's because we are all better off if we stick together. There is definitely safety in numbers. If we begin to engage in "little deals" on our own, many of us may be the targets of intimidation, forcing us to compete with colleagues and underbid our collective standards.

It is more important that we all- bargaining unit members and administrators alike- be working together to provide a more effective Spring-Summer session. Our recent 2N Committee Report stressed the fact that the University depends far too much on part-time faculty and lecturers. Our academic programs have a serious need for increased full-time faculty. This is certainly true of the Spring-Summer session. This is a long term problem, and administration and bargaining unit members should be working together toward resolving the larger problem, and not be side-tracked into dissention or deal-making in an effort to get a short term solution.

In the meantime, we need to remember that we have a contract, and following it works to everyone's welfare.

"YOUR VOTE COUNTS -- CHADS AND ALL!"

Ballots have been mailed out to AAUP-AFT members for the offices listed below.

If you are not yet a member, please join and cast your ballots.

President

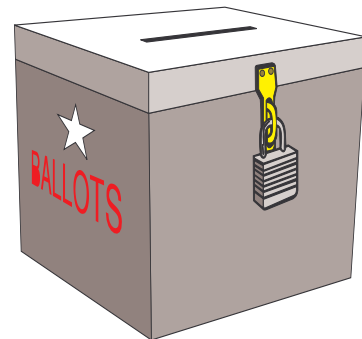
Charles Parrish
Mary Cay Sengstock

Secretary

Darrell S. Brockway
Susan Ward

Joint Observer

M. L. Liebler
Larry D. Miller



Charlie Parrish,
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In tenured, funded by income from the provision of patient services, and with no prospect of getting tenure.

This also affects tenure-track principle, tenure is associated with a guarantee of economic security so that the academic freedom of the tenured faculty person is protected. This commitment can only be nullified in an economic crisis that threatens the institution sufficiently to cause the declaration of an emergency. Thus, tenure is not supported by clinical revenues, but by the university's regular general fund or an endowment. Today only a portion of the income (sometimes less than half) of many tenured clinical faculty is guaranteed by tenure.

As clinical revenues have grown, "practice plans" were formed to manage them. These collect fees for services and dispense them to the clinicians who provide them, after first extracting a "tax" that goes to the department and the dean's office. These funds have become vital to the present operation of medical schools, and are especially important in the fostering of research.

At Wayne, the practice plans were initially organized on a department-by-department basis, but recently they have become more centralized in response to the tightening financial situation. The continuing economic difficulties of the Detroit Medical Center are not unusual, and some academic medical centers have actually gone bankrupt. The integration of the practice plans in response to these problems is a natural process, with their policies now carefully managed and tightly controlled by medical school administrators.

"We have to explore every available option that will strengthen the role and participation of medical school faculty in negotiating their future."



Charlie Parrish, con't. from page 1

Why We Can't Negotiate the Practice Plan

When the Board of Governors created the practice plans, our union sought to negotiate the terms by which faculty were to participate. The Administration refused to bargain and the case eventually went before the Michigan Employment Relations Commission (MERC). The Administration argued that faculty participation in a practice plan was voluntary, and was therefore not a mandatory subject of collective bargaining. MERC ruled for the Administration, and the practice plans have since operated under their own rules, unilaterally established.

"Voluntary" Practice Plans and the Threat to Tenure

"Voluntary" participation in the practice plan has always been a not-so-polite fiction. Almost 20 years ago I was told by a senior medical school administrator that tenure in the clinical departments was not a problem for the administration since, if they wanted to get rid of a tenured faculty member, they could cut him or her out of the practice plan. Since membership in the practice plan constituted a substantial portion of their salary, they left rather than suffer the cut in income.

This year we have taken to arbitration a case in which faculty members who did not join the practice plan were discriminated against. An administrator testifying before the arbitrator admitted, under oath, that the voluntary nature of the practice plan was a myth and that faculty members were expected to join the plan.

What needs to be done?

Tenure provides little protection for our tenured faculty in the clinical departments of the medical school and even less for those who are on the clinical track with no prospect of getting tenure. This problem can be addressed several ways.

First, the Administration can recognize the reality and agree to bargain the terms of employment in practice plans.

Second, if this first alternative is spurned, the AAUP-AFT can revisit the issue with MERC in light of the experience of the past two decades. A strong argument can be made on the clear evidence and MERC should be willing to reverse its earlier decision.

Third and most important, whatever approach we pursue, the medical school faculty must be at the heart of any solution. As a union, we have to explore every available option that will strengthen the role and participation of medical school faculty in negotiating their future.

Towards that end, it is our hope this review will promote further discussion and debate of the issues.