



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

577-1750

aaupaft@wayne.edu

<http://home.msen.com/~aaupaft>

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## A New Contract: What Was Won

Charles J. Parrish  
President

As many of you know by now, the union and the Administration settled on a new collective bargaining agreement before the beginning of the academic year, without a strike, or even the threat of a strike. The members have since voted by a 10-1 margin to ratify the new contract.

We must thank our AAUP-AFT bargaining team—Chief Negotiator Susan Fino, Robert Arking, Barbara Jones, Naida Simon, Jan Thompson, and Anca Vlasopolos—for their splendid efforts on our behalf. The settlement was reached with the strong support of the Michigan Federation of Teachers (MFT), which we joined four years ago as part of our joint affiliation with the American Federation of Teachers. The support we received from the union movement in the Detroit area was also very helpful in gaining our last contract, and it was even more important in the negotiations we have just concluded.

A small group on each side conducted the final stage of the negotiations. David Hecker,

President of the MFT, Steve Babson, and I represented the AAUP-AFT. The Administration team was Provost Charles Bantz, Executive Vice President Meredith Gibbs, General Counsel Louis Lessem, and Deputy Provost John Oliver. We were able to reach a final agreement after very hard bargaining over several days. There is little doubt that the presence of David Hecker was crucial in these negotiations and that we could not have gained the contract that we did without

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his leadership and support and that of our fellow members of the MFT and the Michigan AFL-CIO. We need especially to thank the members of the Board of Governors who helped to create a progressive environment in which a cooperative approach to collective bargaining was able to flourish.

The union has taken several significant steps forward in the new agreement.

### Economics

First, we gained a reasonable economic settlement: 10.25% over three years, with 9.75% of the increase going to base salaries. In the

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present difficult economic times this is a good settlement for the faculty and academic staff, better than other unions in the Detroit area. The first-year increase totals 3.5%, including a .5% bonus (not to base) during the first semester of the year; selective raises totaling .75% of payroll to be implemented retroactively to the beginning of the year; a 2% across-the-board raise added to base salaries March 1st; and a promotion adjustment averaging .25%.

#### Fair Share

Second, we gained a new provision establishing a "Fair Share" agency fee that spreads the cost of collective bargaining and union representation across the entire bargaining unit. Everyone will soon be paying their Fair Share, marking a huge improvement over the current situation in which union members have paid the entire cost while non-members take the benefits and protections of union representation without paying their share of the expense. Non-members who object to joining the union have two alternatives: they can pay a Fair Share fee that will cover the basic costs of bargaining and representation but won't equal full dues and won't entitle them to voting membership in the union, or they can pay a higher amount that goes to a designated scholarship fund. There are monetary sanctions for those who do not choose one of these alternatives.

The Fair Share fee is phased in over four years, with all newly hired faculty and academic staff covered this year; those with one to three years at Wayne covered in the next year; those with four to seven years service in the third year; and those with more than seven years in the fourth year.

#### Dues

Third, because the Fair Share fee spreads the cost of union representation across the entire bargaining unit, the per-person cost will be adjusted downward over the period of the phase-in as more people pay either dues or the Fair Share fee. The

level for both will be set by the Executive Board based on a projection of a reasonable budget that will allow the union to do its job of representing the faculty and academic staff while also paying our per capita dues to the national and state organizations of which we are a part. It is not anticipated that the operational budget will need to be increased by a significant amount over this period.

#### Health Insurance

Fourth, we were able to temper the Administration's proposal that the recent sharp rise in health insurance premiums should be addressed by an equally dramatic rise in co-pays from faculty and academic staff. Initially, the Administration proposed that members pay \$25.00 for each office visit, \$15.00 for generic drugs, \$25.00 for brand-name drugs, and \$50.00 for each emergency room visit. The final agreement reduced these to a \$5.00 co-pay for generic drugs, \$10.00 for brand name drugs, \$10.00 for office visits and nothing for emergency room visits. These are still dramatic increases for those who were paying \$2.00 for any prescription and nothing for office visits, but the co-pays are not out of line with what is paid by other union members in the Detroit area. Moreover, those who have to take a prescription drug regularly can purchase a three-month supply by mail with a single co-pay, amounting to a monthly cost of only \$1.67.

In addition, the contract calls for a labor-management committee that will seek ways to improve current health insurance contracts and provide a wider range of alternatives. With the new co-pays there should be some amelioration of the cost increases that have been experienced, but there is no guaran-

tee that they will be significant. In any case, there will be a new enrollment period midway through the year, and each bargaining unit member will be able to decide which plan best suits their needs.

### **Academic Staff Issues**

Fifth, we established a new focus on academic staff issues. The Administration has made it clear for some time that academic staff should not even be in the AAUP-AFT, and their early proposal in this round of bargaining was to split them off into a separate and—it should be stressed—far weaker union. We rejected this out of hand and managed to turn the bargaining towards several initiatives that will address academic staff issues. First, we got agreement to add release time for two new union positions, a grievance officer and a contract implementation officer (in addition to the two for whom there is already provision in the contract), who will focus on academic staff issues. Second, we agreed that in future negotiations there would be separate sub-committees to address academic staff issues and faculty issues, with common issues (i.e., economics and representation) addressed at "main-table" negotiations. Third, a joint committee with equal union-Administration membership will be established to examine problems of position classifications and their relation to unit factors, with a particular focus on units where there are problems in this area. Recommendations of this committee can only be implemented if both the union and the Administration find them acceptable.

### **Faculty Development**

Sixth, we were able to beat back the Administration's proposals for post-tenure review. The union was taken aback at the Administration's initial proposition, which called for a system of post-tenure review in

which all faculty members would submit a summary report of professional activities to their chairperson every year. The chairperson would decide whether the record was up to snuff and, if not, the faculty member's name could be sent forward to the dean for unspecified "action." There could be an appeal to a departmental committee, but even if the committee disagreed with the Chairperson's decision, he or she could send the name forward anyway.

We made it emphatically clear that this proposal—which would transform tenure into a series of one-year term contracts—was an unacceptable "deal breaker." The Administration eventually responded with a revised proposal that stretched the one-year review period into a four-year review. We were also offered the bizarre explanation that the initial proposal had actually been a computer-related mistake.

As the starting point for our bargaining position, we endorsed the conclusions that the joint labor-management committee on faculty development (established in the 1999 negotiations) had drawn in their deliberations. Their unanimous report—signed by three deans and three representatives of the union—had proposed a voluntary system of intervention, driven by peer review, with resources and positive inducements to help improve the work of faculty members who were not performing well. The Administration's proposals were completely divorced from the report's conclusions. Their review process was to be entirely administrative and mandatory, with some unspecified punishment at the end of it.

We finally agreed to a process in which, if a peer committee concludes that a faculty member is teaching poorly, as judged over a multi-year period, he or she can be required to go through a remedial process involving a peer

mentoring committee. At the end of the process, there is no punitive procedure. The Administration gained no powers beyond those that it already had. The parallel process in the area of research is entirely voluntary and no faculty member can be required to go through the mentoring process. There is also a \$50,000 fund set aside to provide resources for these programs.

### **Tenure in the School of Medicine**

A special word needs to be said about the new contract and the School of Medicine (SOM).

Like other medical schools, the SOM has become increasingly dependent on income generated by patient care, with the proportion of total income derived from this source rising from about 5% in the 1960s to almost half in 2002. This means that the SOM needs a significant number of physicians to generate income which, in part, goes to support research and other activities. Consequently, the SOM has also been struggling with how to provide career paths for the physicians that are hired to produce this income through the various practice plans that manage their clinical activities.

In an effort to accommodate the SOM's needs, the union agreed to add a letter of agreement to the 1992 contract that would allow clinicians to acquire 25% tenure. SOM administrators argued that this would better integrate clinicians into the academic life of the School by involving them in the tenure process. It is difficult to say if that has worked out in practice. However, it is evident that 25% tenure has come to serve another purpose as the Administration attempts to broaden the mandate to include not only clinicians, but also basic science researchers with PhDs, rather than M.D.s

This shift in emphasis is driven by the new demands of the healthcare marketplace. The Basic Science departments in medical schools

have always been very similar to the . Science departments on universities' main campuses. They were originally established to serve educational purposes, teaching medical students anatomy, pharmacology, and so on. However, over time their teaching functions became supplanted by research as the center of their academic concerns and the source of an expanding stream of research dollars.

The SOM Administration takes the position that in order to maintain and enhance its prestige among schools of medicine it must focus more heavily on research. This means recruiting and retaining very good basic science researchers. In order to spread its finite number of tenure track appointments over more research positions, the Administration decided that there would be only joint appointments of new basic scientists, split between the Clinical and the Basic Science departments, and these appointments would carry only 25% tenure in the Clinical departments—the only departments where the 1992 letter of agreement permitted 25% tenure.

It should be noted that the union strongly differs with this interpretation of the letter of agreement, which applied only to clinicians, and is filing a policy grievance on the issue.

Differences on this position are philosophic and sharp within the SOM. There are other medical schools where fractional tenure—or even no tenure—is the rule, but there are good reasons to question whether such policies are good for WSU's SOM. Can good researchers be recruited and retained if they have no assurance that, when they hit a dry spell in grant income, they will not have to survive on one-fourth of their original salary?

Under the University's rules, anyone with less than a 50% appointment does not get health insurance. In such a scenario, what would be the situation of a mid-career "tenured" researcher who has a family to support? Tenure at 25% would be meaningless and afford no protection to the individual's career.

There is also reason to ask whether the policy of 25% tenure in Clinical departments would spell the eventual death of the Basic Science departments. Grants submitted by tenure-track research faculty are much more likely to be submitted through the Clinical departments since this is where their tenure must be voted. There will be strong pressures to conduct research focused on clinical matters, rather than on basic science subjects. As this process continues, the Basic Science department faculties will gradually retire themselves out of business.

We would have preferred to negotiate the rescinding of the 1992 letter of agreement, since its interpretation has become so contentious and its impact so problematic. But to do so would have required that we make it a strike issue, and the Administration would not have taken this seriously. After all, the union has a low percentage of members in the SOM, even in the Basic Science departments which are most affected by the matter, and such a strike threat would therefore have no credibility.

Instead, we took the position that there was a need to alter the letter in a way that salvaged as much as we could in the face of the threats to the Basic Science departments. We consulted several senior faculty members of the SOM and, after taking their advice, obtained an alteration in the letter that was modeled on personnel practices in the University of Michigan

Medical School. New tenured or tenure-track faculty can be appointed in the Basic Science departments at no less than 50% tenure. (There was already an allowance for this in previous contracts throughout the University in "rare and unusual circumstances.") The Administration may supplement the income of a faculty member on such an appointment up to a 100% salary, but whatever terms are appended will be clear from the beginning. Any faculty member with 50% tenure will qualify for fringe benefits, including full health insurance. This softens, but hardly eliminates, the danger of having to survive on less than a full salary. While hardly ideal, the new provision reduces the incentive of the Administration to follow the joint appointment policy that could threaten the survival of Basic Science departments.

It is our intention that new structures be developed within the union to represent the SOM faculty so that their concerns can be better integrated into policy deliberations. The new Fair Share provision will encourage some members of the SOM to join the union and it is our intention that they will be consulted on matters affecting their interests. However, it must be added that the question of where the SOM is going and how it is going to get there has to be addressed within the School between the Administration and the unit's elected leaders working within its academic governance structures. A collective bargaining agreement can guarantee that such structures exist, but it cannot, and should not, substitute for the decision processes carried out through them.

### **Conclusion**

No contract negotiations are entirely satisfactory. When you have come to the end of

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bargaining, when a contract has been agreed upon and ratified, it is time to look back on what was won or lost in the process. In this contract we clearly won important things. We finally won a Fair Share provision after nearly 30 years of effort. We did this while obtaining salary increases that match or exceed what most area unions have won. In addition, we have been able to increase the focus on long-ignored academic staff issues. It is unfortunate that tenure is under attack in our School of Medicine, as it is in many other medical schools. We hope that a satisfactory balance between the development needs of the School of Medicine and the protections of tenure can be found. We will bend every effort to help achieve this balance, and our new committee to represent the

School of Medicine faculty within the union will help make us more attentive to issues of concern to its members. There is no doubt that the benign provisions for professional development in the new contract represent, in the eyes of the Administration, the thin edge of a post-tenure-review wedge. It will be up to future union negotiators to resist the inevitable administrative urges to torment the faculty with various punitive proposals in this area.

All in all, we have every reason to be proud of the job that our negotiating team did and for the final contract. We could not have done it without the support of the MFT and the AFL-CIO. I firmly believe that this contract provides a solid basis on which we can build a better union and a better university.

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## **Wayne State University Chapter**

### **AAUP-AFT**

5440 Cass, Suite 103  
Detroit, MI 48202-3680

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