



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

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## Workloads and Tenure: Continuing Problems

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President

As the academic year comes to an end, we can take some satisfaction in the fact that WSU has negotiated the troubled waters of 2003-2004 without seriously compromising the university's academic mission. The financial crisis in the state has lowered the budget for higher education in Michigan dramatically— more so than for most states. Even so, here at Wayne State the Administration has worked to protect the core academic functions of the University from mindless across-the-board cuts. We have even been able in these tough times to continue recruiting new faculty members. President Irvin D. Reid, Provost Nancy Barrett and the Board of Governors are to be complemented for their budget decisions in support of the academic values on which the future progress of our institution must be based.

While the short-term financial crisis could be worse, administrators are still under pressure to cut costs and make ends meet with available resources. Some respond well to these constraints, while others seek short-term fixes that threaten professional norms protected in the collective bargaining agreement. Unchecked, these pressures can further erode two principles of special interest to this union: the fair determination of workloads, and the nature of tenure.

### Workloads

We have encountered several problems with respect to Article 24 of the Agreement, "Faculty Professional Duties" (page 116). Originally, the article was written into the Agreement so that we would not have to negotiate course loads for

faculty. Course loads were to be "reasonable and fair," with the balance between research and teaching based on the "department norms" that were traditional in the various teaching units. Under Article 24, a faculty member who believes that changes in his/her course load or duties are professionally inappropriate can request that the union file for a hearing before a panel of peers selected jointly by the union and the administration. If the panel's decision in the

matter is rejected by the President, the union can take the issue to arbitration before a mutually acceptable third party, whose decision is binding.

During the last negotiations the Administration proposed a program

of post-tenure review. We countered with proposals that focused on remediation for faculty members who are thought to be not performing at acceptable standards. As specified under Section D of Article 24, "Professional Development" (page 120), the process begins with the department's elected salary committee, which may recommend reparatory measures for faculty members whose teaching or scholarly/creative activities are found to be "substantially below the unit's factors' expectations for a period of three years." In the area of scholarly/creative activities, the faculty member can decline the committee's recommendations. With respect to teaching, a faculty member is expected to engage in such a program where deficiencies have been identified.

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Unfortunately, the pressures of the bargaining process did not allow time to think through how these two sections of Article 24 would work together. It has since come to our attention that there are several ways in which Section D might be at odds with Sections A-C. In one case, an administrator went to the Salary Committee and persuaded its members to support an increase in teaching load for a faculty member who had not yet been offered the remediation process specified in Section D.

We are presently proposing to the Administration that we adopt interim procedures that better integrate the goals of these two sections of Article 24. Meetings will soon be held to discuss what can be done. If we cannot reach a reasonable agreement with the Administration in this matter, it will be an important issue in the next negotiations.

### Partial Tenure in Clinical Department in Medicine

The arbitration of our grievance against the School of Medicine (SOM) for attempting to limit tenure to 25% for basic scientists appointed to clinical departments has been postponed again. We are trying to reschedule it for September.

To remind those whose memory of this longstanding issue may have dimmed, the union responded many years ago to the Administration's perceived need to better integrate into the university the growing number of physicians appointed to the faculty in the clinical departments. The proposed remedy to which we agreed was to provide such clinical faculty with 25% tenure. This way, it was argued, clinical faculty would be encouraged to perform research and teaching according to higher academic standards, in addition to serving their primary function of generating income for the practice plans.

The principle of tenure is to provide faculty members protection from retaliation for the exercise of their academic freedom. An important element of this is to assure that an adequate amount of economic security be assured so that the protection against firing for the exercise of one's academic freedom has meaning. We agreed that in the case of physicians, whose average annual salary according to the AMA is around \$200,000, tenure at 25% would be acceptable, since their alternative income is relatively high. However, we never contemplated that the SOM Administration would interpret this to apply to basic scientists as well. In fact, we did not know that basic scientists would be appointed to the faculty of the

clinical departments. When we discovered that the SOM Administration was exploiting this as a loophole in the Agreement, we filed a Grievance. It is clear that 25% of tenure is no guarantee at all for a basic scientist. If the SOM Administration decides to reduce the faculty member to a 25% appointment, he or she gets no health insurance or other fringe benefits, since only those with at least a 50% appointment qualify for fringes.

The SOM Administration is committed to making partial tenure common practice throughout the SOM. Dean John Crissman has explicitly stated this position to the faculty. Accordingly, the basic science departments were threatened with the prospect that they would only have joint appointments approved with the clinical departments, at 25% tenure in the latter, if they did not accept having such appointments in their own departments. This would mean the death of the basic science department over time if such a policy were allowed.

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This was an issue in the last contract negotiations. The compromise that was worked out was that 50% tenure appointments would be allowed in the basic science

departments at the discretion of the department's faculty members, who must vote on such appointments. This preserves faculty discretion in the matter and at least a modicum of economic security that guarantees fringe benefits for such appointees. The question of whether 25% tenure is acceptable for basic scientists in clinical departments has been postponed again, unfortunately, until at least late September, when the neutral arbitrator will hear the case.

As a last comment, it is worth noting the destructive aspects of a policy of 25% tenure. If a basic scientist with 25% tenure is cut back to that level, it must be wondered what possible incentive that person would have to be more than minimally productive in service to the university. Such a "marked" woman or man would be wise to take another job, wherever one could be found, for the 75% of their time that has become free, and to do only enough at Wayne so as to be able to defend themselves against tenure revocation. We can only imagine what issues, such as that of intellectual property ownership, will arise as such researchers split their time between employers.

# Things Worth Knowing:

## Selective Salary, Factors, Annual Reviews

AAUP-AFT Contract Compliance Officers:  
Anca Vlasopolos (Faculty) and Barbara Jones (Academic Staff)

We have recently addressed a variety of issues regarding selective salary, factors, and annual reviews. If you have questions concerning these or other issues, do not hesitate to call the union office at 577-1750. For guidance in these matters, members can also refer to the relevant portions of the collective bargaining agreement, as per the summaries that follow.

### Selective Salary:

Union members should insure that the selective-salary process in their unit follows the procedure specified in the Collective Bargaining Agreement, Article XII, Section B-4 (pages 23-25). Specifically, chairs/directors function neither more nor less than members of the Salary Committee, with vote, but with no separate evaluation from that of the committee. Also, union members should make sure their elected Salary Committee is contractually constituted. The union cannot grieve the outcome of the process, so it is to members' advantage to be vigilant about the process itself being carried out according to the contract.

### Factors:

Union members in units with new appointments should instruct their newly arrived colleagues that each unit defines its factors, i.e. professional criteria, by which it judges faculty/academic staff for annual reviews, tenure/ESS, promotion, and selective salary. If a newly appointed faculty/academic staff member receives a contract that establishes criteria of performance different from the unit factors, those criteria are null and void. The new hire or a spokesperson for the new hire should immediately alert the union and the departmental factors committee of the discrepancy, before such criteria come into play in the new hire's evaluation.

### Annual Reviews:

In some academic units, annual reviews have been conducted at the same time as the selective salary process. The simultaneous timing often has been at the root of combining the processes. In fact, these two procedures are distinct and separate:

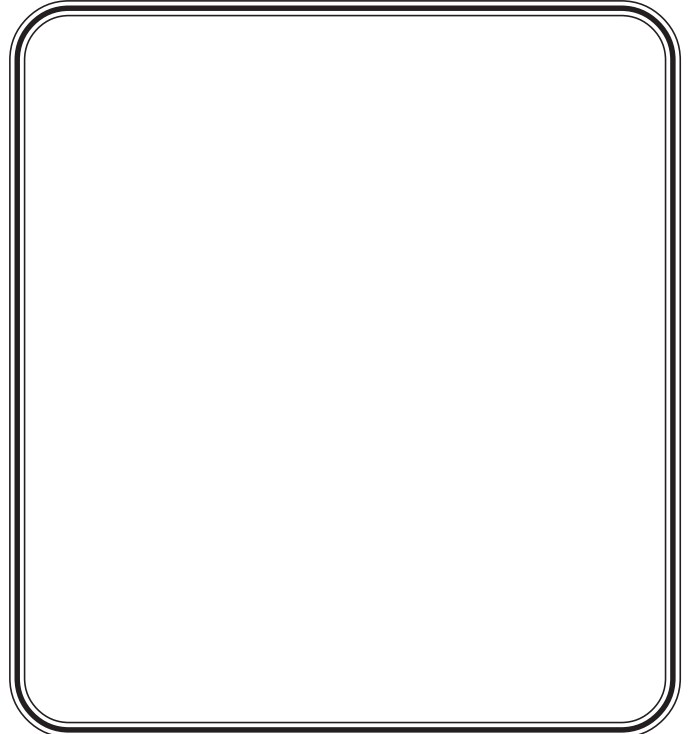
- a) annual reviews are called for only in the case of non-tenured or non-ESS employees on term appointments, while the selective salary process applies to all of the faculty or academic staff in the unit;
- b) the elected committee that conducts the annual review may only consist of persons who hold tenure or (in the case of academic staff) ESS, while the selective salary committee may include non-tenured and non-ESS employees;
- c) for annual reviews, the unit administrator may append his/her own remarks to the review, while the selective salary committee makes its recommendations without a separate report from the unit administrator;
- d) both the annual review and the selective salary process rely on the unit factor statements as the relevant criteria for evaluation; however, the selective salary process looks at one year of the staff member's record and may consider issues of equity, while the annual review looks at the entire record.

Failure to keep these two procedures separate can lead to a contract violation and a consequent obligation for the unit to revisit the entire process. The procedures and criteria for selective salary consideration are stated in Article XII, Sections B and C, pages 23-27 of the contract. The procedures and criteria for annual reviews are stated in Article XX, Section B and C, pages 23-27 of the contract. The procedures and criteria for annual reviews are stated in Article XX, Section C, pages 69-71.

# University of Michigan Lecturers Win first Contract

One year after forming a union, the Lecturers' Employee Organization (LEO) at the University of Michigan has cinched its first agreement providing job security, salary increases and health insurance beginning this summer. LEO represents 1,400 full- and part-time non-tenure-track faculty who teach at the three campuses of the University of Michigan: Ann Arbor, Dearborn and Flint. The lecturers voted for union representation in April 2003 and have been negotiating since August. The negotiating team settled on the key issues April 18. The three-year contract provides job security for everyone in the unit, says chief negotiator Jon Curtiss, a field representative with the Michigan Federation of Teachers & School-Related Personnel/AFT, with which LEO is affiliated. It sets up a process for moving lecturers into a status that presumes renewal unless the lecturers fail to meet performance standards. Layoff and recall provisions also are part of the deal. Financially, the settlement starts bringing lecturer salaries on par with those of teachers in Michigan's public schools— with a boost of as much as 40 percent to 50 percent going to those paid per course. Over the life of the contract, everyone's salary increases by 7 percent. In addition, pay raises are linked to the raises secured by full-time faculty.

The struggle to win job security and better pay was marked by escalating job actions, culminating in a one-day strike April 8 on all three campuses. Members of the AAUP-AFT from Wayne State joined the members of LEO in peaceful picketing at the Dearborn campus.



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