



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

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## Union of Part Time Faculty Reaches Agreement with Administration

### Four-Year Contract Addresses Issues of Pay and Job Security

After a 20-hour negotiating session that ended on April 30, the Union of Part Time Faculty (UPTF) reached a tentative agreement with the Administration on a contract covering adjunct faculty at Wayne State University. It is the first contract for the 900 part-timers represented by the UPTF, which gained collective bargaining status last year following a landslide vote for union representation.

According to the Administration, the new contract will raise adjunct pay by an average of 23% over the life of the agreement, with the biggest raises concentrated at the lowest end of the pay scale. Part-time faculty did not expect to win the same assurances of job security that apply to full-timers, but they have won a new classification system that gives adjuncts greater protection as the length of their employment increases.

Nancy Barrett, provost and senior vice president for academic affairs, expressed her appreciation to the bargaining teams. "Both teams worked incredibly long hours to sort through many challenging issues. I congratulate them on working together constructively to arrive at a contract that should prove beneficial to the University, our excellent part-time faculty, and the students whom we all serve."

Mail ballots to ratify the tentative agreement will be sent to UPTF members over the last two weeks of May and tallied by early June.

### Terms and Conditions

Under the new agreement, adjuncts will be classified into one of three tiers depending on their length of service: "Part-Time Faculty 1" (PTF1) for new hires, PTF2 for those who have taught at least six semesters and been successfully reviewed, and PTF3 for those who have taught an additional six semesters and passed a second review. These classifications will regulate both the pay and the job security of part-time faculty.

### Compensation

The contract calls for a \$75 per-credit raise and a 2% across-the-board salary increase in the first year, followed by an additional 2.5% increase for each of the remaining years of the agreement. The primary gains are established by the new salary minimums. Under previous guidelines, the minimum pay was \$582 per credit hour, or \$1,746 for a 3-credit class. The new minimums will be \$700 per credit hour for PTF1s, \$850 for PTF2s and \$1,000 for PTF3s.

### Late Course Cancellation Pay

All part-time faculty will be paid 25% of the salary they would have earned if a course is cancelled after the first day of class and a replace-

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ment course is not available. PTF2s will receive 15% of salary if a course is cancelled within one week of the start of the semester and no replacement course is available, and PTF3s will receive the same if the cancellation occurs within two weeks of the start of the semester.

### Job Security

As before, new adjuncts will be grouped into employment pools according to the courses they are qualified to teach. Assignments within the pool, as before, will be made according to a variety of issues including scheduling and comparative qualifications. Once an adjunct is reviewed and promoted to PTF2, her/his appointment term is extended to a year at the same level of employment as the previous year. If one previously taught two classes in the fall and one in the winter, that is how the one-year appointment would be structured.

If one of those classes is cancelled for low enrollment or re-assigned to a GTA or full-time faculty, the PTF2 will “bump” a PTF1 in the same pool and teach that class, schedule permitting. If there is no available work being taught by a PTF1, the PTF2 will take a reduction in workload. In other words, there is no “bumping” between PTF2s.

A PTF3 will get a two-year appointment structured on the same basis as a PTF2. If classes are cancelled or reassigned, a PTF3 can bump a PTF2 or PTF1 in the same pool, but not another PTF3. If new work becomes available in such cases, a PTF3 will get first consideration and a PTF2 next.

There was considerable disagreement at the bargaining table over the treatment of past service. The negotiators compromised by agreeing that all

adjuncts will start this fall as PTF1s and those who would qualify for promotion to PTF2 will be evaluated by their department in the first semester. If the review is successful, they will be promoted in the winter semester. If they also qualified for PTF3, they would be evaluated in the winter semester and promoted in the next.

### The Issue of Quality

For a university striving to improve its retention of students, the issue of part-time faculty is central, particularly in the lower-level introductory courses where incoming students are most likely to encounter adjunct faculty. As reported in the April 4 issue of the *Chronicle of Higher Education*, a recent study at four public universities indicated that adjuncts paid fast-food wages and isolated from the academic life of the university were less able to provide the counseling and after-class advising that increase student retention.

Most part-time educators are hard working and conscientious teachers who want their students to succeed. Some of them were once students at Wayne, and others, through continual reappointments, have developed an affinity for WSU. But for those who have to take on multiple teaching assignments at several schools to make ends meet, their ability to communicate with students is compromised. They are the day laborers of the academic labor market, and many become understandably bitter about their low pay and professional isolation.

There is good reason to believe that improving the pay of part timers and enlisting them in a review process that rewards good performance will also improve the quality of education at WSU.

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# Duggan and DMC Agree to End Illegal Harassment of Nurses

## Hospital Management Settles With U.S. Labor Board

By Steve Babson, Information Coordinator

In an abrupt reversal of policy, DMC President Michael Duggan has dropped his previous denial that supervisors at the Detroit Medical Center illegally harassed supporters of the Michigan Nurses Association (MNA). Under pressure from the National Labor Relations Board, he has signed a "Settlement Agreement" with the federal agency that pledges to recognize the rights of MNA advocates.

U.S. labor law protects the right of employees to voice their opposition to management practices that adversely impact their working conditions. Supporters of the MNA have acted on this right of "free speech at work" to draw attention to chronic understaffing at DMC hospitals. Nurses report that in medical-surgical units there is commonly just one direct-care nurse for every eight patients, and that this ratio too often ranges upwards to 1-10 and higher.

Supporters of the MNA believe that collective bargaining is the best way to address the long hours, the emotional stress, and the compromised patient care that such understaffing produces. A majority signed union cards last summer authorizing the MNA to seek a binding contract with the DMC that would address these issues.

### "Coercive Interrogation"

Rather than accept a card-count majority or agree to the union's proposed "Fair Election" process for confirming the union majority, DMC supervisors began a concerted campaign of illegal harassment designed to intimidate and silence MNA supporters.

Management claimed the DMC nurse-to-patient ratios "met industry standards," and President Duggan denied the union's complaints that supervisors had violated the free-speech rights of nurse advocates. The Detroit office of the National Labor Relations Board (NLRB), however, found otherwise. "We had reason-

able cause to believe [DMC] may have violated the law," Stephen Glasser, NLRB regional director in Detroit, told the Bureau of National Affairs.

The NLRB's findings are especially significant since the agency is currently dominated by the Bush Administration's pro-employer appointees. "The NLRB issues charges only against the most egregious violations of labor law," stated Tova Perlmutter, Executive Director of the Sugar Law

Center in Detroit. "The DMC administration has claimed to offer an environment of neutrality but it is clear they have been anything but neutral."

Among the management practices which the NLRB found in violation of U.S. labor law, most centered on threats of retaliation against MNA supporters:

\* Supervisors were found to have engaged in "coercive interrogation" of MNA supporters, browbeating and threatening nurse advocates with discipline in an attempt to silence them.

\* Management prohibited MNA supporters from distributing union literature virtually anywhere on DMC property. The law, as the NLRB affirmed, protects an employee's right to distribute flyers, leaflets and other reading matter in non-work areas, during breaks, and before and after work.

\* Management ruled that nurses who solicited support for the MNA were "interfering" with fellow employees even when they were in the parking lot or off DMC property.

\* MNA supporters who persisted in their effort to win a voice at work were disciplined solely "in retaliation for their union activities."

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## A Call for Fair Elections

Supporters of the Michigan Nurses Association are confident they can win a fair election to determine whether a majority of nurses favor collective bargaining. The Settlement Agreement that Duggan has now signed with the NLRB is a first step in that direction.

Under the Agreement, management will post notices affirming the rights of nurses to organize a union, to talk about working conditions and other issues that might be negotiated in a union contract, and to distribute pro-union literature in non-work areas. Nurses who were disciplined for their union activities will have those charges expunged from their personnel records.

Management has so far refused, however, to accept the "Fair Election Agreement" the MNA has proposed for determining the wishes of nearly 2,000 DMC nurses. Ironically, the NLRB has been Michael Duggan's best ally in blocking such a vote.

Led by Chairman Robert Battista, a corporate lawyer from Detroit who previously served Fortune 500 companies, the NLRB in 2006 ruled that "charge nurses" were members of management and therefore could not vote in board-supervised elections to determine union representation. For the time being, this

policy applies to every regional office of the NLRB, including the Detroit board.

Most labor experts expect this decision to be overturned once Battista's anti-union majority is removed from office. Many nurses rotate through the routine business of being a "charge nurse," meaning they draw up the assignments determining which nurses cover which patients. Charge nurses are work leaders who continue to care for patients themselves and have no control over hiring, firing, or discipline—the traditional measures of management status.

Because this NLRB decision would artificially eliminate up to half the union supporters at the DMC, the Michigan Nurses Association has asked Duggan to endorse an alternative set of rules, a "Fair Election Agreement," that would allow a mutually acceptable determination of eligibility for voting.

The NLRB permits alternative rule making when the two sides can agree on the terms of such an arrangement, and other hospital organizations have agreed to these terms. Dozens of Detroit's community and religious leaders are urging President Duggan to do the same, and the Michigan Nurses Association hopes that a meeting to discuss the issue can be arranged in the near future.

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