

For Faculty on Tenure Track

Things Worth Knowing...

About the AAUP-AFT Collective Bargaining Agreement for 2009-2012

At Wayne State University, the American Association of University Professors – American Federation of Teachers (AAUP-AFT) negotiates the collective bargaining agreement that safeguards due process, regulates salaries and working conditions, and protects academic freedom. Key features of the contract are summarized below.

If you do not have a copy of the contract, or you have any questions about your contractual rights, call

577-1750 or email caupaft@wayne.edu. Your confidential questions will be answered. The contract is also available on-line at the AAUP-AFT website (see address on page 6).

Compensation *(Article XII)*

*** Salary Minimums:** Minimum salaries for tenure track faculty on 9 or 12-month appointments are as follows:

	2009-10		2010-11		2011-12	
	9-Month	12-Month	9-Month	12-Month	9-Month	12-Month
Assistant Professor	\$34,350	\$41,239	\$35,037	\$42,063	\$35,737	\$42,905
Associate Professor	\$38,500	\$46,214	\$39,270	\$47,138	\$40,055	\$48,081
Professor	\$47,381	\$56,879	\$48,239	\$58,017	\$49,295	\$59,177

*** Hiring Rate:** The Administration can pay salaries above the minimum when it deems it essential for the maintenance or improvement of the academic quality of the unit. Salaries in most departments are above these minimums. The department chair reviews all hiring rates with the elected faculty Salary Committee (see page 2, under “Selective Raises”) or, when a quorum of the committee cannot be assembled, with available members of the committee. In those units in which there are too few tenured faculty members to form a committee, the chair reviews the hiring rates with the tenured faculty members.

*** Annual Raises:** Faculty who were on the payroll the last day of the previous winter term are eligible for annual raises averaging **2%** in 2009-2010, under the following provisions:

Across-the-Board Raises. All eligible faculty will receive annual raises of 2.0% applied up to a cap as per the following table.

Capped Amounts

	9-Month	12-Month
2009-10	\$97,864	\$130,486
2010-11	\$99,821	\$133,095
2011-12	\$101,818	\$135,757

The administration can raise individual salaries more than this minimum when it deems it essential for the academic quality of the unit, after prior review with members of the elected Salary Committee. Such above-minimum raises will not diminish the pay or the salary pool of other represented employees.

Selective Raises. The President, through the deans/directors, shall make additional selective raises from the salary pool. Because of the austerity that is reflected in the present economic situation, the salary pool is small. It is generated from the spillover from those salaries that are above the salary cap that limits the level of salary to which the 2% across-the-board raise is applied. It is our aim that selective amounts comparable to past agreements will be returned to in future contracts.

An elected Salary Committee in each department shall make recommendations for distribution of this selective pool. The Salary Committee will consist of no fewer than three tenured members of the Tenure and Promotion Committee (see page 4) of that unit elected by its faculty, and at least half the committee shall consist of tenured members. The chairperson (or a designee) shall chair the committee with vote. In those units with too few tenured faculty members to form a committee, the chair reviews salary raises with the tenured faculty members. These recommendations are then sent to the dean/director, who reviews them with an elected school/college-wide faculty committee before sending his/her own recommendations to the Provost.

Selective salary raises shall be distributed according to a formula based equally on accomplishments in **scholarship** and in **teaching**, with secondary consideration given to **service** to the community and the university (including the union). The committee can also consider **equity** in its recommendations for selective salary raises.

*** Benefits:** The collective bargaining agreement provides coverage for healthcare, pensions, paid vacations and holidays, as outlined below. See Article XII of the contract for details on additional benefits covering dental care, vision, long-term disability, and life insurance.

Healthcare. Faculty working 50% or more time can choose to be insured by one of the following providers: Blue Cross/Blue Shield, Blue Care Network (HMO), Community Blue (PPO), DMC Care (PPO), or Health Alliance Plan (HMO). The university pays a portion of the premium, varying from 45-52% for Blue Cross/Blue Shield (depending on single or family coverage) to 81-83% for HAP. Employees pay the balance of the premium through payroll deductions. (For details see: <http://www.hr.wayne.edu/tcw/benefits/medicalrates.php>).

Eligible faculty not currently receiving domestic partner health benefits have until September 15, 2009 to receive benefits in 2009 under the "Other Eligible Persons Program" (OEP). For details on eligibility requirements and enrollment information go to: <http://www.hr.wayne.edu/tcw/benefits/badompol.php>

Co-pays are limited to \$15 for office visits, \$5 for generic drugs, and \$15 for brand-name drugs. There is an emergency room co-pay of \$20. Members may purchase a 3-month supply by mail-order for a single co-pay. Those with alternative healthcare coverage (i.e., under a spouse's plan) who forego coverage under a University plan will receive a \$100 increase in monthly salary. No employee covered under a WSU medical or subsidized dental plan (including as a dependent) may receive the cash-in-lieu benefit.

Pension. Faculty with at least two years of university service and 26 years of age are eligible for coverage under the university's contracts with the Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF), or through Fidelity Investments. Participants contribute a minimum of 5% of salary through payroll deductions, and the university contributes 10%. Participants choose the particular distribution between the portfolios offered by TIAA-CREF or Fidelity, with retirement benefits determined by the investment performance of the selected funds. Newly hired faculty can immediately participate in the retirement program without university subsidy, if they choose.

Vacations. After an initial four months of service, full-time 12-month employees earn 22 paid working days of vacation per year. Vacation days earned but not used may be accumulated up to 23 days. In addition, full-time 12-month employees are paid for the week between Christmas and New Year's, when the university is closed.

Holidays. There are 8 paid holidays: July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, New Year's, Martin Luther King Day, and Memorial Day.

Term Appointments (Article XX)

* **Length:** Your initial term appointment will generally be for one or two years. The collective bargaining agreement stipulates that subsequent term appointments for tenure-track faculty must "under normal circumstances" be for multiple years. This is an issue in some departments where, for whatever reasons (management turnover or inattention, among others), administrators seek to renew term appointments for one year only. In such cases, the union notifies the administrator of the contract violation and the mistake is usually rectified without a grievance.

* **Limits:** Term appointments are limited to seven years of full-time service, unless your service is interrupted for an approved parental leave of absence, or you have primary responsibility for child rearing and you apply to have one year of service excluded for countable years. Other exceptions to the seven-year rule can be made by the Administration only with the consent of the Union.

* **Annual Review:** In each department, a committee of tenured faculty elected by faculty in that department (see below, “Departmental T&P Committee” under *Tenure and Promotion*) will provide an annual written review for you and any other faculty members holding a term appointment. The appropriate unit administrator may add his/her comments, and shall meet with you to discuss the written review. The collective bargaining agreement stipulates that there must be at least two weeks notice of the annual review process, and the written review shall be given to you at least five days before your meeting with the unit administrator. Faculty shall be reviewed primarily on their performance in teaching and scholarship, with additional consideration given to non-instructional service to the department, college, university, and/or profession. The written annual review will be placed in your personnel file along with supporting or dissenting material. The annual reviews may not be used in the decision process on tenure.

* **Notice of Non-Renewal:** For tenure-track faculty, written notice of non-renewal must be provided three months before the expiration of an initial term appointment. For subsequent term appointments of two or more years, written notice of non-renewal must be provided at least 12 months prior to expiration of the appointment. Except for matters of procedure and notification, issues related to term appointments are not subject to the grievance procedure.

Tenure and Promotion (Articles XXII & XXIII)

Note: The procedure for promotions is nearly identical with the procedure for granting tenure, and is administered by the same faculty committees, described below. To avoid repetition, only the tenure process is described here.

* **Eligibility:** You are eligible for tenure after three or more years of tenure-track service at WSU, or after two years of such service if you also have three years of credited prior service. Credited service must be agreed upon between the faculty member and the dean of his/her college during the faculty member’s first year at Wayne.

School of Medicine: Typically in non-clinical departments in the School of Medicine, tenure is granted at 100%. However, in the clinical departments of the School of Medicine there may be appointments of clinical faculty with fractional tenure at no less than 25% but less than 50% of full tenure.

* **Criteria:** As with your Annual Reviews, evaluation of your candidacy for tenure shall be based primarily on your performance in teaching and scholarship, measured against the specific considerations of your department/division and college. Each department shall delineate those factors most relevant to evaluation of a candidate’s qualifications. Consideration will also be given to your non-instructional service to the department, college, university, and/or profession. A tenure candidate who holds the rank of assistant professor should (except in extraordinary cases) be qualified for promotion to associate professor at the time he/she is recommended for tenure. The contract specifies that there shall be no ranking of recommendations of candidates for tenure from a unit, and there shall be no fixed proportion of tenured to non-tenured faculty in any unit.

* **Evaluation:** At each level of the process, elected committees as well as administrative personnel conduct evaluation of your candidacy for tenure:

Departmental Tenure and Promotion (T&P) Committee. A committee of tenured faculty elected by faculty in that department (or the entire tenured faculty if a department chooses this method) will evaluate your application for tenure or promotion. The contract specifies that faculty holding administrative positions above the unit and in the reporting line shall not be eligible for election. The unit chairperson will chair the T&P Committee without vote. A two-third's affirmative vote is required for the T&P committee's recommendation to be forwarded to the department chairperson, who will attach his/her written assessment and forward both documents to the dean/ director of the school/college.

School/ College Tenure and Promotion (T&P) Committee. The school or college T&P Committee (elected from tenured faculty in the school or college) will evaluate candidates recommended for tenure by their department's T&P Committee and/or by their department chairperson. The Committee may also initiate recommendations for promotion if the school or college does not have departments. The T&P Committee's recommendation will be forwarded to the dean/ director, who will attach his/her written assessment and forward both documents to the President or his/her designee.

University Faculty Tenure and Promotion Committee. A university-wide T&P Committee established by joint appointment of the Academic Senate Policy Committee and the Provost shall advise the President on tenure and promotion cases for which he/she seeks counsel, and for those cases where his/her decision is not to grant tenure or promotion. If the committee by a two-thirds vote disagrees with the decision to deny tenure or promotion, its recommendation will be forwarded to the President for his/her consideration. The President retains the ultimate right to grant or deny tenure and promotion.

* **Appeals:** You can appeal a negative recommendation of your departmental T&P Committee and/or chairperson and appear before the committee, if you so choose. If the Committee and/or chairperson reaffirm their negative decision, you may still have your request for tenure forwarded to the dean/ director of the school/college, and may designate two tenured faculty to appear before the school/ college T&P Committee on your behalf. A negative decision at the level of the school/college can be appealed for reconsideration as well. If reaffirmed, it cannot be appealed to the President or the University T&P Committee, unless the school/college is the initiating unit for the promotion request.

* **Grievances:** If you and the union believe that a negative recommendation was based on the exercise of your constitutional rights, violation of due-process, or on violation of the procedures specified in the Agreement, you can file a grievance. If the grievance proceeds to arbitration and the arbitrator finds such violations occurred, the case will be submitted to the University T&P Committee and to the Provost or other designee of the

President. Within six months of receiving the recommendation of the Committee and the Provost/ designee, the President will send you written notice of his/her decision. The President's decision is final and not subject to further appeal or grievances.

Dues and Fair Share Agency Fee (Article VI)

* **Union Dues:** Dues are currently calculated at 0.009 of salary (less than 1%), assessed on gross pay up to a cap, as per the following:

Capped Amounts

	9-Month	12-Month
2009-10	\$97,864	\$130,486
2010-11	\$99,821	\$133,095
2011-12	\$101,818	\$135,757

* **Fair Share Fee:** Those who do not wish to become full members of the AAUP-AFT can pay a "Fair Share" fee that is 74% of regular dues, covering their share of the cost of union representation. Fair Share fee payers are not eligible to vote in elections for union officers or to ratify revisions to the collective bargaining agreement. They also do not qualify for non-contractual perks described below. Those who decline to pay either regular dues or the Fair Share fee will still be protected by the contract, but are obligated to pay an amount equal to 110% of dues (100% for those hired before September 1995) into a designated university-wide scholarship or research fund. Failure to meet any of these obligations will result in a two-day layoff and a corresponding loss of pay during the spring break.

Member-Only Benefits

Membership in the AAUP-AFT has additional benefits outside the collective bargaining agreement that are available to members only. These include: 1) automatic coverage by the AFT's occupational liability insurance for claims up to \$1 million related to professional activities; 2) eligibility for low-cost "Medigap" health insurance coverage, and 3) a wide range of discounted prices for everything from legal services to home mortgages to restaurant dining.

**If you have any questions on these or other matters, don't
hesitate to contact the AAUP-AFT.**

Phone: 577-1750

Email: aaupaft@wayne.edu.

Web Site: www.aaupaft.org