

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 aaupaft@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 lecturers and Sr. lecturers 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
Lecturer	\$30,911	\$37,109	\$31,529	\$37,851	\$32,160	\$38,608
Senior Lecturer	\$34,350	\$41,239	\$35,037	\$42,063	\$35,737	\$42,905

* **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.

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.

In making recommendations for selective salary increases, the Salary Committee shall give special consideration to the specific factors and criteria that apply to the assignments of non-tenure track faculty.

* **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:** Initial term appointments for lecturers will generally be for one year. Lecturer and Senior Lecturer appointments are non-tenure track and most renewals before 1999 were limited to one year, which meant that some 10- and 15-year lecturers went through a perpetual once-a-year ritual of termination and renewal. To address this state of continuing job insecurity, the union negotiated new language in 1999 providing that normal renewal shall be for 2- or 3-year terms for lecturers and senior lecturers with at least 3 years of service. In such cases, a “non-normal” one-year renewal contract can only be imposed with the specific approval of the Provost. This is an issue in those departments where, for whatever reasons (management turnover or inattention, among others), some administrators fail to implement the new language.

* **Responsibilities:** Lecturer and senior lecturer are normally teaching positions, and research and publication duties shall not normally be required of those appointed to these positions. Additionally, administrative duties not related to either instructional matters or to student advising shall not normally be required of lecturers and senior lecturers.

* **Annual Review:** In each department, a committee of tenured faculty elected by faculty in that department (see “Departmental P&T Committee” under *Promotions*) will provide an annual written review for any bargaining-unit member holding a term appointment. The appropriate unit administrator may add his/her comments, and shall meet with the bargaining-unit member 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 there must be five days notice of the unit administrators’ meeting to discuss the annual review. Lecturers and senior lecturers shall be reviewed primarily for teaching, with secondary consideration for scholarship and/or service if either of these is included in the bargaining-unit member’s letter of appointment.

* **Notice of Non-Renewal:** Written notice of non-renewal has to be provided personally or mailed by certified, express, or registered mail. Notice of non-renewal may also be sent by a commercial delivery service such as Federal Express or UPS. This notice must be provided three months before the expiration of a term appointment. When a notice to a 12-month employee is sent thirty-one days or more late, and when a notice to a nine-month employee is sent late at all, the notice is not effective. For more information about this topic, please consult the full text of the contract, or contact the AAUP-AFT.

Promotions (*Article XXIII*)

* **Eligibility:** Lecturers are eligible for promotion to senior lecturer. There is no promotional step beyond senior lecturer. Lecturers and Senior Lecturers are not eligible for tenure although they can apply for tenure track openings in their department.

* **Criteria:** The same criteria apply as with the Annual Review: lecturers shall be reviewed primarily for teaching, with secondary consideration for scholarship and/or service if either of these is included in the bargaining-unit member’s letter of appointment.

* **Evaluation:** Elected committees at each level of the process, as well as administrative personnel conduct evaluation for promotion:

Departmental Promotion and Tenure (P&T) Committee. A committee of tenured faculty elected by faculty in that department will evaluate candidates for promotion. The unit chairperson will chair the P&T Committee without vote. A two-third’s affirmative vote is required for a recommendation to be forwarded to the department chairperson, who will attach his/her written assessment and forward both documents to the dean/ director and the school/ college committee.

School/ College Promotion and Tenure (P&T) Committee. The school or college P&T Committee (elected from tenured faculty in the school or college) will evaluate candidates recommended for promotion by their department's P&T Committee and/or by their department chairperson. The Committee may also initiate recommendations for promotion if the school or college does not have departments. A two-third's affirmative vote is required for a recommendation to 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 P&T Committee established by joint appointment of the President and the Academic Senate Policy Committee shall advise the President on promotion cases for which he/she seeks counsel, and for those cases where his/her decision is not to grant promotion. If the committee by a two-thirds vote disagrees with the decision to deny promotion, its recommendation will be forwarded to the President for his/her consideration. The President retains the ultimate right to grant or deny promotion.

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

* **Grievances:** If the candidate and the union believe that a negative recommendation was based on violation of due-process or the candidate's exercise of his/her constitutional rights, the candidate can file a grievance. If the arbitrator finds such violations occurred, the case will be submitted to the University P&T 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 written notice to the candidate. 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 75% 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.aaup-aft.wayne.edu