

## For Academic Staff

# 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](mailto: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 academic staff in salary grades 1-5 are as follows.

	2009-10		2010-11		2011-12	
	9-Month	12-Month	9-Month	12-Month	9-Month	12-Month
Salary Grade 1	\$27,109	\$32,530	\$27,990	\$33,588	\$28,900	\$34,679
Salary Grade 2	\$29,684	\$35,620	\$30,649	\$36,778	\$31,646	\$37,974
Salary Grade 3	\$32,499	\$39,000	\$33,556	\$40,268	\$34,646	\$41,576
Salary Grade 4	\$35,842	\$43,010	\$37,007	\$44,408	\$38,209	\$45,851
Salary Grade 5	\$39,706	\$47,646	\$40,996	\$49,195	\$42,328	\$50,794

**Note:** Salary grades 1-5 are not the same as appointment categories I-IV. Salary Grade 1 applies only to University Counselor Assistants in appointment category I. Otherwise, all entry-level appointment categories (Archivist I, Librarian I, etc.) are in Salary Grade 2. As indicated below, higher appointment categories correspond to the salary grades in parentheses.

Academic Advisor I (2), II (3), III (4), IV (5)  
Academic Services Officer I (2), II (3), III (4), IV (5)  
Archivist I (2), II (3), III (4), IV (5)  
Represented Athletic Coach I (2), II (3), III (4), IV (5)  
Represented Athletic Trainer I (2), II (3), III (4), IV (5)  
Extension Program Coordinator I (2), II (3), III (5)  
Financial Aids Officer I (2), II (3), III (5)  
Health Physicist I (2), II (4)  
Librarian I (2), II (3), III (4), IV (5)  
University Counselor Assistant I (1), II (2)  
University Counselor I (3), II (4), III (5)

\* **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. In such cases, there shall be a prior review with members of the unit's elected Salary Committee.

\* **Annual Raises:** Academic staff who were on the payroll the last day of the previous winter term are eligible for raises averaging **2%** a year, under the following provisions:

**Across-the-Board Raises.** All eligible academic staff will receive raises of 2.0% each year of the agreement. 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 units shall make recommendations for distribution of this selective pool with three or more academic staff members holding tenure or Employment Security Status (ESS). Academic staff with tenure or ESS will hold at least half and no less than three seats on the Salary Committee, and the dean/vice president or his/her designee shall chair the committee with vote.

Selective salary raises shall be distributed according to a formula based primarily on **job performance**, with additional weight given to **professional achievement**, and **service** to the community and the university (including the union). The committee can also consider equity in recommending 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.** Academic Staff 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: [www.hr.wayne.edu/tcw/benefits/medicalrates.php](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.** Academic staff 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 academic staff 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 given time off with pay between Christmas and New Year’s.

**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:** A term appointment is an employment contract for a specified period of time. Usually, the initial term appointment will be for one year. The collective bargaining agreement stipulates that subsequent renewal term appointments “under normal circumstances” must be for multiple years. This is a frequent 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.

**Annual Review:** An elected committee of academic staff members who are tenured or possess Employment Security Status will provide an annual written review for any bargaining unit member holding a term appointment. The appropriate unit administrator may add his/her comments to this review. The elected peer committee should insure that the annual review is based primarily on job performance, with secondary consideration given to professional achievement and service to the university and community. Administrators in some units want to include scholarly achievement in the annual reviews

of ESS-track academic staff, but the elected peer committee should only allow such consideration if the individual so chooses.

Academic staff members who are tenured or who hold Employment Security Status are exempt from an annual review for job performance unless they request it. However, they are reviewed for selective salary consideration. 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 administrator's meeting to discuss the annual review.

**Notice of Non-Renewal – ESS-track:** Written notice of non-renewal has to be provided in advance of the expiration of a term appointment, according to the following timetable:

- \* During the first two years of employment, notice is required at least three months prior to expiration of a term appointment.
- \* During the third and fourth years of employment, notice is required at least six months prior to expiration of a term appointment.
- \* In all subsequent years, notice is required at least twelve months prior to expiration of a term appointment.

### **Employment Security Status Procedures\***

\*ESS only applies to academic staff whose salary is directly funded by the university's general fund. Persons whose appointments are conditioned on subsidy may not hold ESS.

*(Article XXI)*

**ESS:** When a member of the academic staff receives employment security status, the terminal date of his/her appointment is eliminated. Academic staff with ESS can only be terminated for "just cause," subject to the due-process protections of the grievance procedure. ESS must be earned by the end of the fifth year of full-time service.

**Factors:** The same criteria that are specified for the annual review apply to the attainment of ESS: primary consideration is given to job performance, with secondary attention given to professional achievement and service to the university and community. Scholarship can be considered only if the candidate so chooses. Each unit's academic staff is to develop a **factor statement** specifying the particular measures of job performance and professional achievement relevant to the mission of that unit. Academic staff in each classification with at least three members may also develop a factor statement. The administration will either approve or give reasons for disapproving the factors. It is a joint process with input from both the academic staff and the administration.

**Application:** Academic staff who are eligible for ESS should ask for written application instructions at least six months but no more than twelve months prior to the individual's fifth anniversary on the ESS clock. These instructions shall be provided by the dean/vice president/director within ten days of receipt of the written request.

**Evaluation:** In each college, school, or division, an elected peer committee of academic staff with ESS or tenure evaluates candidates and insures the proper application of criteria. A two-third's affirmative vote is required for the committee's recommendation to

be forwarded to the dean/vice president together with the written assessments, supporting documents, and recommendations from each level of review (chairperson, director, or equivalent administrator and the department elected peer-group committee or academic staff members holding ESS or tenure).

**Appeal:** Where the dean or vice president denies ESS despite the 2/3 affirmative vote of the college/division peer committee, the candidate can appeal the decision to the Provost within 15 days of written notice of denial.

## **Promotion Procedures** *(Article XXIII)*

**Eligibility:** Academic staff who have served a minimum of three years at their current rank are eligible for promotion to a higher ranking within their classification. This minimum can be waived at the recommendation of the dean/director and with the approval of the President's office. For promotion to salary grade 3 or higher, the candidate must possess a master's degree.

**Factors:** The same criteria apply as with the Annual Review and Employment Security Status: primary consideration is given to job performance, with secondary attention given to professional achievement and service to the university and community. Scholarship can be considered only if the candidate so chooses. Each unit is to develop a factor statement specifying the particular measures of job performance and professional achievement relevant to the mission of that unit.

**Application:** The applicant requests from his/her administrator an application instruction packet that includes a list of materials required in the application and the order in which to assemble the application. The contract allows an individual to use the same packet of materials to apply for both promotion and ESS.

**Evaluation:** An elected unit committee of academic staff holding ESS or tenure status shall evaluate candidates for promotion and insure the proper application of criteria; the appropriate dean/director or his/her designee will chair the committee without vote. A two-third's affirmative vote is required for the committee's recommendation to be forwarded to the dean/vice president. No member of the committee shall vote on a promotion recommendation to a rank higher than his/her current rank. The dean/vice president will forward both the committee's recommendation and his/her recommendation to the President's office. The President or his/her designee can seek the counsel of the elected university-wide academic staff committee for tenure and promotions, but must consult this committee when he/she has decided against 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.

**Appeal:** Candidates for promotion can appeal a negative recommendation and appear before the unit promotion committee and/or dean/vice president/director, accompanied by an academic staff member holding tenure or ESS. If the negative recommendation is upheld, the candidate can forward his/her application for promotion directly to the President's office.

**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, a Step One grievance can be filed. If the grievance goes to Step 2 and the arbitrator finds such violations occurred, the case will be submitted to the elected university-wide academic staff committee for tenure and promotions, and to the Vice President for Academic Affairs for their consideration and recommendation to the President. 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

	<b>9-Month</b>	<b>12-Month</b>
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](mailto:aaupaft@wayne.edu).**

**Web Site: [www.aaup-aft.wayne.edu](http://www.aaup-aft.wayne.edu)**