



Contingent Faculty Issues

Paul T. Wilson, President

The working conditions for our part time faculty and our renewable term faculty remain unresolved because we were not able to make headway with our proposals on them during the 2008 negotiations. Thus, for the next three years, we must work under the unchanged terms of the old Agreement. I'm writing now to alert you to some of the issues that will continue to be problematic.

Part Time Faculty: AFT Michigan, the same union that organized our Teaching Assistants Union, has a new effort here to organize our part time faculty. On September 17, 2008, the national AAUP, our parent organization, signed a joint organizing agreement with the national AFT, which means that the AFT and AAUP will be campaigning together to organize full time faculty at selected universities; this agreement, however, does not address the organizing of part time faculty. We will be hearing quite a bit more about the organizing of part timers as the year goes on.

At the negotiation table this summer, Western's team refused to agree to a definition of part time faculty. Their position, which emerged under pressure, was that, while typically part time faculty carry 3-9 credit hour loads per semester, part time status is defined not by the number of credit hours the faculty teach, but by their willingness to accept part time wages. In other words, part time faculty members could teach as many hours as Western wants to assign them, 12 credit hours or more hours, as long as they are willing to accept part time wages.

This should give all of us plenty to think about as we, in our departments, struggle to get approval for new full time, tenure line positions. We need to advocate vigorously for the positions that we need, and we need to look to the renewable term positions already in place because those

positions can be converted to tenure line positions if we can make a strong case based on programmatic need.

Renewable Term Position Conversions: Last year, Western hired about 35 new renewable term faculty on one year appointments; in total, we have about 112 faculty in such positions. The renewable term position is defined in the Agreement.

14.52.1 *One-Year Renewable Term.*

The Renewable-Term appointment is used for leave-of-absence, sabbatical leave and emergency replacements and for temporary instructional needs, with the recommendation of the departmental faculty, but the consecutive appointments shall not exceed five (5) years. When a term position has been renewed for a fourth consecutive year, the position shall be evaluated and considered for conversion to a tenure-track position.

During negotiations, we proposed a new category, Non-Renewable Term appointments, which were designated for leave-of-absence, sabbatical leave and emergency replacements. They were non-renewable because the duration of the appointment was set according to the specific need: Leaves of absence and sabbaticals have an ending date set by the agreement with the tenure line faculty members who take them; emergency replacements are made on the assumption that the emergency will be tolerated only for a limited time and then a more permanent solution will be implemented.

Our intention was to make the purpose of the Renewable Term appointments solely for temporary instructional need. We wanted this separation so that we

Officers

President
Paul Wilson
Vice President
Jo Wiley
Contract Administrator
Heidi Douglas-Vogley
Grievance Officer
Lisa Whittaker
Secretary
Dominic Nicolai
Treasurer
Galen Rike

Executive Committee

Academic Support Services
Galen Rike
A&S - Humanities
Marilyn Kritzman
A&S - Science & Mathematics
Bruce Bejcek
A&S - Social Sciences
Allen Zagarell
Aviation
Dominic Nicolai
Business
Leo Stevenson
Education
Nancy Mansberger
Engineering
P. Daniel Fleming
Fine Arts
Stanley Pelkey
Health & Human Services
Donna Weinreich
International Programs
and Services
Ila Baker

could focus the discussion on the problems with renewable terms, which have a 5 year limit based on national AAUP policy. Many of us are aware of how this problem affects our departments. As the 5 year deadline approaches for all those individuals we depend on, and who have proven themselves on the job, both administrators and faculty go through contortions to find ways to keep them here; we want to keep the full time position staffed with someone who knows how to do the job. This, in itself, is justification for converting the positions to tenure track. The result of the contortions, however, is that we have kept many faculty on temporary renewable term appointments far longer than 5 years (a) without converting the positions to tenure track, which would give greater stability to our programs, and (b) without considering the renewable term faculty themselves for tenure track positions, which would gain them higher wages, job security, and improved benefits.

To me, it is hypocritical to keep stringing people along for extended periods – and I mean both the individual appointees and the department faculty – in this renewable term limbo while continuing to define these positions as temporary instructional need. If a position has been filled for 5 years, it is not temporary the need to make the position permanent has been demonstrated. The position, at the point of this 5 year benchmark, must be transformed to a regular tenure-track position, and the person who has been filling it deserves due consideration for the new position.

To resolve this injustice, we proposed a scheduled procedure for reviewing the positions, and for giving each department's tenure line faculty a significant voice in developing the job descriptions for all new positions. Western's team would not agree to do this and, thus, Article 14 remains unchanged. This is one of my major disappointments from negotiations.

Where are we now? Although we did not get contractual leverage on converting positions, even for the scheduled procedure, we can continue to push for the needed conversions. Indeed, we must. The Agreement still allows for the positions to be evaluated for conversion to tenure track if they've been renewed for a fourth consecutive year. So we need to be more organized and aggressive about pursuing the conversions. I want to suggest that we, the faculty, do the position reviews in a way similar to what the negotiation team proposed during negotiations. Here's a possible model for moving forward in consultation with your department chair.

Determine whether your department has an eligible position, one that has been filled for the 4th consecutive year. Our chapter staff have sent reminders about this to renewable term faculty who are in their 4th year, as well as to their chairs.

At your next department meeting, the faculty can evaluate the position and vote on converting it to a tenure track position; remember that the vote is about the position, not the person.

If the vote is affirmative, the Personnel Committee, following your typical procedures for getting faculty and chair input, can develop the description for the position.

Vote on the description in the next faculty meeting, and vote on sending the description forward to the Dean for presentation to the Provost.

It can be useful to have the deliberations and to develop the description concurrent with tenure and promotion reviews while many of us are thinking in detail about criteria and responsibilities. The goal of getting this done by the end of the fall semester or early in the spring, is to have a decision by the Provost in time to advertise early the next year, which would be the fifth year that the position has been occupied.

Moving ahead: Contingent faculty issues are by no means the only concerns that we have for the months ahead. Chapter officers and negotiation team members will be requesting visits with departments so that we can get more detailed feedback on our new Agreement and about how the last few weeks of negotiations actually worked out. We will be offering at least a couple of workshops on Department Policy Statements, including how to navigate the approval process that seems to many of us to have grown complicated. We will be looking into new strategies to have the Association Council play a more active role in chapter decision making. Finally, for the moment, we negotiated a salary study to be conducted by an outside firm before the 2011 negotiations; in order to be ready for that study, we need to do some research of our own on salaries here at Western, so we will be developing plans and soliciting ideas and participation from among you. Your input, and your energy and commitment, are what make us vibrant and responsive. Please reach out to us at any time; we will continue to reach out to you.

Check our website for:

Important Dates

Bulletins

Health Care Updates

www.wmuuaup.net

Standing in Solidarity

Jo Wiley, Vice President

This past spring you received a bulletin titled “Your Responsibility to Your Union.” Its purpose was to motivate Chapter members to look out for themselves, their colleagues and to act in support of the membership, as a whole. Your positive response to that appeal was immediately evident to the Chapter leadership in many ways: individual comments of appreciation; increased interactions with officers and other members of the leadership; and members’ awareness and willingness to bring concerns they had about the way “things were running” across campus, to the Chapter’s attention.

Equally important and, in my mind at least, even more directly effective campus-wide was the membership’s fervent response to Bulletin’s call to get involved in contract negotiations, one way or another, and to step up in a show of solidarity. Your commitment was clear with the high member attendance at the Negotiations Kickoff Meeting, and it continued to be obvious throughout the summer, as the number of participants at meetings and rallies (and the ensuing volume of demands) increased steadily and systematically.

What touched me most, as a leader of this union, is that the concerns I heard expressed were about the need for a fair and equitable contract—one that was inclusive of all members and not individually motivated. Your expressed insistence for making strides toward compensation equity and inclusive benefits, the need for administration to recognize variables in determining workload and to respect all work of all faculty energized not only the negotiation team but our membership as a whole. Members, who had never before involved themselves in union activities, and others who had purposely distanced themselves from the Chapter, joined committees, assisted in organizing activities and chanted at rallies.

Interest turned to momentum which turned to energy that resulted in solidarity.

And it spread—the interest, energy and, especially, the solidarity. Members of other campus unions and professional organizations added to the momentum of the summer’s events. AFSCME members were kept informed through articles in their union’s newsletter, as well as word of mouth, and attended rallies as their schedules permitted. The campus police were strong supporters of our negotiation demands, provided us official ‘counts’ for our activities, and remained unobtrusive during our CommUniverCity day rally to insure its success. Support staff, members of the Professional Support Staff Organization and the Administrative Professional Association, put themselves on the line for us—literally! Many low-paid, un-unionized departmental staff members attended the rally we held in front of the administration building, as did part-time faculty members and members of the graduate student’s Teaching Assistants Union.

I cannot remember another time when such a strong sense of community permeated Western Michigan University’s campus. You can be certain that the administration noticed it, too—***thanks to you!***

So, I appeal to you again: to remain active, involved and vigilant; to keep on considering and reaching out to your colleagues in need of your support. To remember that we must continue to respect each other’s work and to work together to return Western Michigan University to an academically-focused community we can be proud of; to remain cognizant that together we—all WMU employees—are a powerful presence. We need to recognize, daily, that we are all in this together, that we have the same need for a safe, stimulating and respectful working environment where we are duly rewarded for the work that we do. We must continue standing together in solidarity.

WMU-AAUP Upcoming Meetings

Association Council
Thursday, January 22th
4:00pm
Room 157, Bernhard Center

Association Council
Thursday, February 19th
4:00pm
Room 157, Bernhard Center

Association Council
Thursday, March 19th
4:00pm
Room 157, Bernhard Center

Corporatization and the Academy

Donna Weinreich, PhD

WMU-AAUP Director of Membership Expansion

Associate Professor, School of Social Work

Anyone who has been working in academe for any length of time has seen change in our workplace. Some of this change has been obvious and embraced by many faculty, such as the use of technology. Other change has been more subtle and insipient, such as reductions in resources, including human capital, and the increasing use of contingent faculty. At Western we have seen our tenure track faculty shrink, our support staff diminish or disappear, our compensation and benefits eroded, and the ranks of full time faculty diluted and reduced, not through thoughtful shared governance based on the needs of our students but through the Wal-Mart model of corporatization.

The Wal-Mart model of the corporatization of higher education is an approach that places a financial burden on faculty of all ranks and types. It allows the administration to reduce costs to boost the bottom line and Moody score. A significant consequence of this approach is the creation of an accidental university – a university that does not function by plan or design but by chance and whim.

Over the past 20 years, university administrations across the country have been gutting faculty ranks and replacing them with on-demand (contingent) workers. These are dedicated people interested in teaching the next generation of professionals. They are poorly supported and almost always invisible on our campuses. They most often work at night, do not have office space unless it is shared (commonly called a bull pen), and are not compensated for the entirety of the job they do. Rather they are reimbursed for "face time" -- that time spent in front of a class. Not considered is time spent in preparation, grading, consultation with students, or with the mounting paperwork that unavoidably accompanies instructional responsibilities.

This trend has caused upheaval on university campuses and dismay among contingent workers who are underpaid, resource poor and hidden to nearly everyone except their students. Two-thirds of public university faculties are unionized. And now, contingent workers, which also includes our own students who work as teaching assistants, have started a national trend of their own: organizing into collective bargaining unions.

The working conditions of contingent faculty have become such a concern to AAUP that a policy was developed and included in the Red Book– the *AAUP policy*

documents and reports – in 1986. If you are unfamiliar with the Red Book, it is the policy statements developed over the past century by AAUP intended to articulate its guiding principles: academic freedom, tenure and procedural standards (due process).

In its opening paragraph, the statement *On full-time non-tenure-track appointments* reminds us of Regulation 1b that stipulates full time appointments are of two types: probationary appointments and appointments with continuous tenure. AAUP data indicate that nearly 10% of all full time positions are non-tenure track and that between 40% and 50% of these positions are filled by women – two alarming trends. This semester, Fall 2008, Western is employing nearly 500 contingent workers in both part time and full time positions. These people are considered disposable – they are employed at the will of the university and can be fired without notice or cause. Their work is "contingent" on the identified needs of the administration – not the needs of the students, not the needs of a department, not the long term needs of a school and not the long term needs of a college. The use of contingent workers is an expedient response to the administration's fiscal and enrollment problems. If such short term responses continue, this will transform us into an accidental university with no achievable long range goals. It will impact us in deleterious ways we cannot even imagine. It will weaken our research agenda, infringe on our academic freedom, short change our students and bring into question the capacity of the university to fulfill its intellectual mission.

AAUP Committee A has consistently updated the *Recommended institutional regulations on academic freedom and tenure*. Through this statement, and its revisions, safeguards have been set forth to protect the academic freedom all of teachers – full time, part time, graduate assistant, teaching assistant, tenure track and tenured. Western has ignored these protections in general, but most egregiously with contingent workers. Setting them in place for contingent workers is long overdue. We see examples of this in the failure of so many term appointments either not being appropriately reviewed, or being reviewed but not converted to full time, tenure track positions, even though these positions continue to be filled for years. Maybe it's time for everyone teaching at Western to admit that united we bargain, divided we are simply hourly workers.

In future issues of the *Advocate* I will continue discussion of aspects of the Red Book and other documents of significance to faculty, whether full time, part time contingent or tenure track.

Bousquet, M. (2008). *How the university works: Higher education and the low-wage nation*. New York: York University Press.

American Association of University Professors (2006). *AAUP policy documents & reports (10th Ed., Robert Kreiser, Editor)*. Washington, DC: American Association of University Professors.

If you have a contract issue or grievance, contact your Contract Administrator and Grievance Officer. Their office hours are as follows:

Contract Administrator Office Hours:

Tuesday 1:30-4:30
 Wednesday 9:00-2:30
 Friday 9:00-11:00 & 2:00-3:00

Grievance Officer Office Hours:

Tuesday 9:00-4:30
 Wednesday Noon-4:30
 Thursday 9:00-Noon

Grievance Officer Report

Lisa Whittaker, Grievance Officer

	College	Issue	Stage	Outcome
Update of existing grievances				
Males	COE	Summer pay	Arbitration of grievance May 2006	Unfavorable...denied
Female	COE	Respect, communication, professional conduct	Grievance October 2007	Arbitration is tentatively scheduled for January.
Male*	COE	Professional conduct. Respect, communication, recognition	Progressive review followed by Grievance November 2007	The grievance was withdrawn based on extenuating circumstances.
Female	HCOB	Promotion to full professor	Grievance July, 2008	The grievance was accepted and the promotion decision was reversed
New Issues				
Female	CAS	Salary and FMLA	Consultation with the union	No further action at this time.
Male	CAS	Tenure and Promotion Committee procedures	Phone consultation the union	No further action at this time

On October 20 and 21, I attended a course offered by Cornell University, ILR School in Buffalo, New York. The course was Contract administration: Solving Problems and Building the Union. We covered several relevant topics including:

1. The Investigation and Processing of Grievances
 - a. What is a Grievance?
 - b. Initial Investigation
 - c. Getting the Facts
 - d. Writing the Grievance
 - e. Presenting the Grievance
2. Duty of Fair Representation
 - a. Definition
 - b. The Union's Obligation
 - c. Breaching Your Duty
 - d. Avoiding accusations of a Violation
3. Past Practice
 - A. Definition
 - B. Arbitrator's perspective
4. Discipline
 - a. Weingarten Rights
 - b. The Concepts of Progressive Discipline
 - c. The Seven Tests of Just Cause

While the information I gained is pertinent to my job as the Grievance Officer for the WMU-AAUP, I also received valuable information that applies to you, the bargaining unit members.

Know your Rights

Weingarten Rights

The National Labor Relations Act (NLRA) gives employees the right to assistance from union representatives during investigatory interviews. That right was declared by the Supreme Court in 1975 in *NLRB v. J. Weingarten, Inc.*

An investigatory interview occurs when: (1) management questions an employee to obtain information; *and* (2) the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says (Schwartz, 2006, p. 73).

By searching the internet, you can find much more information about these rights, but in a nutshell, here are the rules: When an investigatory interview occurs, the following rules apply.

- Rule 1. The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

- Rule 2 After the employee makes the request, the employer must choose from among three options. The employer must either:
 - a. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
 - b. Deny the request and end the interview immediately; or
 - c. Give the employee a choice of: (1) having the interview without representation or (2) ending the interview.

- Rule 3 If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

Your right to insist on union assistance applies during an investigatory interview. You may enter into conversation with administration; not every discussion is investigatory obviously. You can request union representation when the interview begins or at any time thereafter.

A good example of a response is found in the referenced book (p. 77):

I Request Union Representation

If my responses to your questions could lead to my being disciplined or terminated, or adversely affect my personal working conditions, I respectfully request that you summon my union representative. Until my representative arrives, I choose not to answer any questions.

Reference:

Schwartz, R. (2006). *The legal rights of union stewards*, 4th ed. Cambridge: Work Rights Press.

This is just one of your rights. I will continue to include others in following editions of the Advocate.



C·E·D·R·S

Campus Employee
Dispute Resolution
Services

What is CEDRS?

CEDRS is a program that provides neutral, voluntary, and consensual resolution alternatives for all University employees seeking to settle disputes.

- Offers a way to find solutions to problems between people. A trained person who doesn't take sides will help the parties to discuss the situation, hear one another's point of view, clarify the issues, identify common interests, generate options, and build agreements.
- Effectively promotes interpersonal and group harmony.
- Addresses interest-based and interpersonal issues not resolved by rule-based processes.

Keep in mind...

- What happens in a mediation session is confidential.
- University policy prohibits retaliation against any persons involved in mediation.
- Mediation agreements between supervisors and subordinates are considered binding.

Who should contact CEDRS?

Mediation services may be requested by any party to a dispute or conflict, but participation is always voluntary.

- Supervisors may refer employees to CEDRS for assistance. This could be one, two, or as many employees as are affected by the situation of concern.
- Employees are invited to contact CEDRS directly for assistance, whether for interpersonal or group-based situations.

When should CEDRS' services be used?

Managers should use CEDRS' services in the early stages of a dispute before it results in a grievance. However, CEDRS can help at stage of a conflict:

- As a first resource in the early stages of situations that could evolve into workplace disharmony.
- During on-going situations between individuals or groups within units/departments.
- Prior to pursuing other resolution options.
- As a complement to or simultaneously with other processes.

Where does mediation take place?

Mediation takes place whenever—and wherever—it is convenient for the involved parties. Any time, any place...

How do I contact CEDRS?

Contact Dale Anderson, CEDRS Coordinator, by phone at 7-3406 or by email at dale.anderson@wmich.edu

Dale is normally available on Mondays and Wednesdays, from 8 a.m. to 6 p.m.

Be sure to leave a message; Dale will get back to you promptly.

CONGRATULATIONS FROM WARF
to Western's faculty,
the AAUP Chapter,
and their negotiation team
on a new contract.

We were happy to support you
during negotiations.



WMU-AAUP Chapter
814 Oakland Drive
Kalamazoo MI 49008-5401

ADDRESS SERVICE REQUESTED