

WMU Suffers From a Lack of Leadership Bill Warren, Chapter Vice-President

In March 2013, Wayne State University President Allan D. Gilmour defended his administration's decision to approve an eight-year extension of the union security clause of their AAUP-AFT chapter's contract. The extension occurred before Michigan's so-called Right to Work laws took effect, and thus gave the Wayne State University faculty union the ability to maintain its membership and dues without disruption from Right to Work's impact. In his testimony before the Michigan House Appropriations Subcommittee on Higher Education about his decision, President Gilmour said: "This contract is not the result of political maneuvering. It is the result of hard work toward an agreement that is mutually satisfactory...Stability of this kind allows us to focus on the things that really matter—teaching, research, and economic development....It is good for our students."

Earlier in 2013, WMU-AAUP's chapter voted to ask our administration for a similar extension of the union security clause of our contract. The chapter asked for a ten-year extension, arguing as in the case of Wayne State, that securing an extension of the union security clause would provide stability for the entire university. In our case, however, the administration rejected this proposal. President Dunn's February 15th letter to then WMU-AAUP President Matthew Mingus explained why he rejected it: "I do not want to expose the University to any political backlash, funding risk, or legal battles." He went on to claim that his decision was also "honoring the wishes of the people of the State of Michigan." He would not accept any proposal that attempted to "circumvent the will of the people."

Leaving aside the issue of whether or not the Right to Work legislation truly represented the will of the people, especially given the manner in which the legislation was adopted, a comparison of the two university presidents' decisions points to a fundamental difference in leadership. Whereas President Gilmour acted in a manner that he claimed represented what was best for his university community,

President Dunn acted out of fear of outsiders' reprisal. Nothing in his letter mentions what might be best for the WMU community. President Gilmour's decision acknowledged an understanding of the importance of shared governance, whereas President Dunn's decision suggested that he rejects its value.

President Dunn's considerations in making his decision point to deeper problems at the heart of many of the most crucial issues affecting our university. Not only do WMU's top administrators reject shared governance, they also fail to provide real leadership. Our campus is now embroiled in debate about many issues that fundamentally affect WMU's professoriate. Among the most contentious of these debates include the reasons for the deep cuts to all academic college budgets; the delay in implementing gender pay equity followed by equity pay for men and only some eligible women; the manner in which academic program review and planning has been implemented; and the administration's pursuit of maximum penalties against faculty for supposed disciplinary infractions. Questions on all these fronts have been posed repeatedly to both President Dunn and Provost Greene. Almost always they have provided only evasive answers, simplistic platitudes, or, even worse, silence.

A telling case in point about the administration's lack of leadership is Provost Greene's lengthy delay in addressing WMU's longstanding gender pay inequity. After several months of the WMU-AAUP chapter's repeated requests for action, on October 3, Provost Greene sent faculty a vaguely worded letter promising that "some"—note no mention of gender—faculty would "soon" be receiving salary adjustments. His letter said he understood faculty frustrations about the delay in making such adjustments, and then went on to excuse the administration's delay because of the inherent complexities of doing so. His letter made no mention of the fact that hundreds of women faculty last spring were

required to participate in a complicated process for determining who should receive equity adjustments. Provost Greene's letter asserted that "there has been no unlawful discrimination of any kind." Yet the fact is that considerable gender salary inequity had been documented. Because of Provost Greene's failure of leadership in regard to this issue, WMU-AAUP's chapter voted on Friday, October 18th, to censure him. While his response to censure was almost immediate—salary adjustment notifications sent out on October 30th—his email message that explained his rationale about who received such adjustments is as mysterious and opaque as his earlier silence. The message once again fails to mention gender inequity. Indeed, numerous men received equity adjustments.

President Dunn's support for a medical school and the acquisition of Cooley Law School raise equally troublesome concerns about his leadership. These decisions are touted as giant steps forward for WMU without any attempt to address several fundamental questions about how these additions will affect the university community. On October 2nd,

after Standard and Poor downgraded WMU's financial rating from stable to negative because of the risks associated with the new medical school, President Dunn claimed that all was well. He simply chalked up the downgrading to Standard and Poor's rating methods. It appears incongruous to many faculty that we will be able to finance both a medical school and help to run a law school when at the same time we hear nothing but dire news about the possibility of program and faculty cuts because of the academic program review process and revenue declines due to low enrollments. Instead of having to answer these challenging questions, President Dunn would prefer that all of us simply "Row the Boat" and trust that all will be well.

Now is the time for WMU's administration to not only answer the many difficult questions that faculty are asking them, but also to pledge support for shared governance in addressing the underlying problems. Instead of seeing faculty as part of the problem, WMU's administration needs to trust that WMU's faculty are part of the answer to the many challenging issues our university community faces.

Article 22 and the Significance of the Peer Review Committee

Bill Warren, Chapter Vice-President

One of the most important functions the WMU-AAUP chapter provides for its members is due process protection in case of dismissal, suspension, or financial penalty. Article 21 of the contract stipulates that the administration can charge faculty with unprofessional conduct, which is defined as a "willful violation of the AAUP Professional Code of Ethics." While broadly upholding the right of faculty to seek truth and pursue scholarly competence, the code also notes the importance of faculty's obligation to avoid exploiting, harassing, or discriminating against students. When charged with such violations, Article 22 of the contract provides for progressive review and discipline for cause. The initial steps of such progressive review involve the convening of an administrative investigatory meeting. After the investigatory process is concluded, a faculty member may face dismissal, suspension, or financial penalty.

Since Fall 2011, two of WMU's tenured faculty have been involved in Article 22 proceedings that resulted in their dismissal from the university. Both faculty members then pursued their rights under Article 22 to request a peer review. A peer review com-

mittee (PRC) consists of five tenured faculty who, crucially, are chosen from a list of ten faculty maintained by the chapter. I say crucially, in part, because in the case of at least one of the recent peer review processes, President Dunn criticized the fact that the committee members must come from a list of chapter members, suggesting that such members would be biased in favor of reinstating a dismissed faculty member. The crucial issue, however, is not biased faculty but faculty who understand the importance of examining all available evidence in the pursuit of fairness and justice.

According to Article 22, the PRCs are given considerable latitude to review the charges and the faculty member's written response to the charges. In addition, Article 22 stipulates that the PRC is given the responsibility of conducting the hearing in which they have the right to review *all* available evidence and question *any* witnesses they deem crucial. After the PRC hearing is concluded, the President must consider the PRC's recommendation before making a final judgment. In the two recent dismissal cases, President Dunn rejected the PRC's recommendation for reinstatement in one case (which was then

overturned by arbitration) and agreed with the PRC's request for reinstatement in the other case.

Having participated in one of the PRC proceedings, I would argue that the contract's stipulation that the committee has the right to pursue all available evidence later helped both faculty members retain their positions. President Dunn criticized the length of time required by the PRC committees in both cases, but without the painstakingly thorough pursuit and examination of all available evidence, both faculty members would have lost their jobs. Both PRCs discovered crucial evidence that had simply not

been considered by the initial administrative hearings that resulted in the faculty members' dismissals. The administrative investigatory committees' rush to judgment in both cases seriously compromised two faculty members' right to due process, a constitutional right that permeates the American justice system.

It is likely that WMU's administration will try to weaken the PRC provision in Article 22 in the 2014 contract negotiations. All WMU-AAUP members should fight to prevent any such attacks.

Plans for New Wellness Program at WMU

Lisa Minnick, Chapter President

A "wellness committee" at WMU is looking into a program that would offer financial incentives for employees, including faculty, in return for participation in activities that include "health risk assessment" and biometric screening. The wellness program would be run – and employee screenings conducted – by a vendor hired by WMU. The information we have seen indicates that the only individual information the vendor would report to the administration is whether or not an employee is participating in the wellness program, i.e., whether he or she has met the participation requirements to qualify for incentives.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) includes a "privacy rule" that prevents healthcare providers from sharing an individual's health information with the employer. However, it is not clear how HIPAA rules apply to "wellness" program vendors, who are not technically healthcare providers. And at this point, it is also not clear how faculty would be impacted by a new wellness program. Our current contract addresses "wellness" only in terms of services available to bargaining-unit members (see Article 33.§6).

The WMU Wellness Committee, headed by Warren Hills, Associate VP for Human Resources, is working on selecting a vendor to manage the program for WMU. Vendors competing for the lucrative WMU contract have proposed incentives for meeting participation requirements that are likely to include biometric screenings (e.g., collection of weight, height, body mass index, and blood pressure data; one vendor boasts "finger stick blood tests" among its data-collection services) and completion of a "health risk assessment." Incentives could in-

clude a reduced employee contribution to insurance premiums. Some programs at other institutions also offer reduced copays for prescription drugs for program participants.

So far, there's been no discussion (that we know about) of penalties or fines for non-participation once the new wellness program is launched, but such policies are not unheard of. Recently, the faculty at Penn State successfully challenged the imposition of an invasive new program that would have required faculty members to participate in biometric screening and complete a "health risk assessment" that includes intrusive questions about their mental health, use of alcohol, and plans to become pregnant (gender equity, anyone?) or face a \$1,200 fine. At this point, the administration at WMU has not proposed punitive measures such as these for non-participation.

The WMU-AAUP previously had an appointee serving on the wellness committee, but somehow our representative was dropped off the committee email list in June 2013, and apparently the business of the committee continued on through the summer without us. However, we have since returned a representative to the committee, and we will keep the faculty informed about this initiative and insist that faculty rights be respected and that our employers – or agents acting on their behalf – not be permitted to intrude upon our privacy and bodily integrity.

Read more about what happened at Penn State in the Chronicle of Higher Education: <http://chronicle.com/article/Penn-State-Eliminates-Fines/141705/>.

Grievance Officer Update

John Saillant

A faculty member, group of faculty members, or the chapter itself may file a grievance under Article 12 claiming a "breach, misinterpretation, or improper application of the provisions" of the contract by an administrator. In Summer and early Fall 2013 there were grievances filed over the following issues. A faculty member claimed that his preference rights, as given in Article 41, were violated when he was removed as instructor for a Summer class and replaced by a part-time instructor. Several faculty members claimed that their chair had violated Article 21, "Professional Conduct," by engaging in hostile conversations with faculty members and sending unwelcome emails. The chapter filed a grievance over the excessive workload demanded of one faculty member as well as over her administrator's lack of recognition for the faculty member's released time.

Grievances begin with a Step One meeting, then may proceed to Mediation, Step Two, and Arbitration. When a grievance is filed, whether by faculty or by the chapter, the grievant requests a remedy or remedies, including, of course, no further violation of the articles of the contract that are alleged to have been violated. A Step One hearing is conducted by an administrator who is usually one level above the administrator being grieved and who makes a judgment. If the judgment is a denial of the grievance and its proposed remedies, the grievant may request mediation: a process conducted by two mediators in which the goal is that the faculty and

administrators involved will define some possible solutions for the problem and then accept at least one in an effort to resolve the grievance. A Step Two hearing is another on-campus process that entails various kinds of hearings for different grievances, most commonly a review board composed of an equal number of faculty and administrators that seeks an adjustment of the grievance. Finally, arbitration is an off-campus process run according to the rules of the American Arbitration Association. The arbitrator makes a final decision about the interpretation and application of the contract in the case at hand. Article 12 does allow for informal resolution of a faculty member's allegation of a violation of the contract, but often the only recourse available for faculty and chapter is a grievance.

The grievance officer is available in Montague House plus by email to assist you in identifying any articles of the contract that might have been violated, compiling the documents you need to support the allegation of a violation, and maneuvering through the steps outlined in Article 12, beginning with the written notice that triggers Step One.

John Saillant, Professor of English and History
Grievance Officer, WMU-AAUP
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WMU-AAUP Contract Administrator's Corner

Marilyn S. Kritzman

In my role as contract administrator for the WMU-AAUP, my primary responsibilities include interpreting the WMU-AAUP agreement for both members and administrators, representing our chapter's members in contract-related issues with the WMU administration, and defending and preserving our rights and responsibilities under the agreement.

In addition to these responsibilities, I am charged with educating chapter members about the agreement. In that regard I have re-established the CAGO (Contract Administrator, Grievance Of-

ficer) Bulletin, established by Dr. Jon Neill, former grievance officer, and Dr. Michael G. Miller, former contract administrator. These bulletins will provide valuable information regarding specific issues and contract language.

My first eight weeks as your contract administrator have been busy. Below I have summarized major issues that I have been working on:

- ◆ Prepared written materials and power point for upcoming Department Policy Statement Workshop.

- ◆ Prepared written materials and power point for upcoming Promotion and Tenure Workshop
- ◆ Prepared seven CAGO bulletins for distribution.
- ◆ Worked with EUP administrators regarding potential development stipend for hybrid courses taught on branch campuses.
- ◆ Worked with Faculty Senate leadership regarding MOA on e-learning.
- ◆ Met with individual departments regarding Department Policy Statements (DPS) and proposed revisions. Reviewed and provided feedback to departments regarding proposed changes and existing documents. (More submitted statements are in the process of being reviewed).
- ◆ Interpreted Article 48: Permanent Transfer for multiple departments.
- ◆ Met with numerous faculty members regarding Article 35: Workload Reduction (phased retirement). Assisted faculty in writing requests for workload reduction.
- ◆ Interpreted Articles 15 (Nepotism), 17 (Tenure) and 18 (Promotion) for many members and departmental committees.
- ◆ Reviewed new faculty letters of appointment for compliance with the Agreement.
- ◆ Worked with a former member regarding overpayment after her resignation from WMU. Met with Payroll and member to create adjusted re-payment plan after determining correct repayment amount.
- ◆ Worked with newly hired tenure track faculty regarding spousal hire process.
- ◆ Met with and represented faculty member in an Article 22: Investigatory meeting. Charges are unprofessional conduct and workplace violence.
- ◆ Worked with a faculty member who resigned during Article 22 proceedings regarding departure, annual leave pay-off, and personnel file clean-up.
- ◆ Met with several faculty members regarding their rights and responsibilities under Article 28 and companion federal laws (ADA, ADAAA, and Section 504 of Rehab Act). Advised and assisted faculty in filing for accommodations. Recommended that some file with Michigan Department of EEOC.
- ◆ Met with faculty regarding Article 10 (Anti-discrimination) and Article 14 (Market adjustment).
- ◆ Met with Director of Sindecuse Health Center and Sindecuse Director of Nursing regarding “super flu” shots for current members and retirees over the age of 65.
- ◆ Met with numerous members of the WMU Administration and campus community to establish working relationships and a spirit of collaboration to further the goals of the WMU-AAUP and improve member representation.
- ◆ Attended Campus Climate Forums, Wellness (Steering) Committee meetings, Academic Convocation, Faculty Senate, Board of Trustees, Association Council and Chapter meetings.

I have office hours at Montague House on Tuesday, Wednesday and Thursday from 9 am – 12 noon. Feel free to contact me at (269)345-0151 during those hours. I may also be reach by email at mkritzman@wmuaaup.net. I look forward to meeting with you and serving as your contract administrator.

New on the blog (wmu-aaup.com): Equity FAQs

Subscribe to the blog, join us on Facebook, and follow us on Twitter to make sure you don't miss any of the news that's important to you

The Challenge Ahead

Bill Warren, Chapter Vice-President

In less than a year, our current contract will expire. As we prepare for likely contentious contract negotiations, it is useful to reflect on our chapter's past. We should take pride in the fact that we are one of the earliest AAUP chapters to attain collective bargaining status. The first AAUP collective bargaining chapter was Southwestern Illinois College in 1972. We were part of the next wave. The brave actions of our chapter's founders and early members, who, for example, battled for seventeen months to secure our first contract, are forgotten or unknown to nearly all of us. It is now easy to take comfort in all that we have added to our contract since the late 1970s. Yet if we want to continue to make gains, we will need to mobilize as our founders did and prepare to assert ourselves.

Comparing our first contract from 1976-1977 to our current 2011-2014 contract demonstrates not only our chapter's successes but also difficult struggles over crucial professional issues. Some of the most substantial additions to the array of faculty protections won through collective bargaining are in the areas of progressive review and discipline for

cause (Article 22) and workload autonomy (Article 42). In the 1976-1977 contract, there was no progressive review in faculty dismissal cases. A disciplinary hearing followed by the president's decision determined a faculty member's fate. Progressive review that includes consideration by a peer review committee following the president's decision about a faculty member's penalty has been critical in preserving two faculty member's positions over the past year. Not surprisingly, progressive review and workload autonomy are both likely administrative targets in the upcoming round of contract negotiations in 2014.

Now is not the time for us to rest on our laurels or fail to act in ways that demonstrate our resolve. I take heart from our chapter's recent resolutions about academic program review and our decision to censure Provost Greene. In the face of an administration that seems bent on using "Right to Work" to attack us and our contract, we need to draw upon the strength and unity that our chapter has repeatedly asserted in its nearly forty-year existence. We need to move forward, united and strong.

2013 and 2014 Association Council and Chapter Meetings

Association Council and Chapter meetings are held the **3rd Friday** of the month at **1:30pm**. All bargaining-unit members are invited to the Chapter meetings and may also attend Association Council meetings.

Association Council	Friday, November 18	1:30pm Room 157, Bernhard Center
Association Council	Friday, January 20	1:30pm Room 157, Bernhard Center
Association Council	Friday, February 17	1:30pm Room 157, Bernhard Center
Association Council	Friday, March 16	1:30pm Room 157, Bernhard Center
Chapter Meeting	Friday, April 20	1:30pm Room 157, Bernhard Center