



# CONTRACT NEWS 2020

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS  
WESTERN MICHIGAN UNIVERSITY CHAPTER

May 17, 2020

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## Details of the Tentative Agreement

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During the evening of Friday, May 15, 2020, the Executive Committee approved a tentative agreement for a one year contract extension. The tentative agreement contains the changes to existing contract language as discussed below. Copies of the tentative agreement and related documents are also available at [wmuaaup.org](http://wmuaaup.org).

### I. Compensation and Healthcare (Articles 32 and 33)

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#### Article 32: Economic Compensation

The tentative agreement includes the following language:

All economic compensation amounts remain as stated in the 2017 through 2020 Agreement except that effective July 1, 2020, through June 30, 2021, the base salaries of bargaining unit faculty members employed in a Board-appointed faculty position by April 1, 2020, shall be reduced by 2.25%. This salary adjustment shall only remain in effect until June 30, 2021, at which time it shall revert to the level in effect after the adjustment on January 2, 2020. The promotion increments from the 2017-2020 agreement shall be effective at the start of the 2017-18, 2018-19, 2019-20, 2020-21, and the 2021-22 fiscal/academic year.

This will result in a temporary salary reduction beginning July 1, 2020, but salaries will automatically increase back to their current levels at the end of the fiscal year on June 30, 2021.

Academic year faculty on the 24 payment plan will *not* see a reduction to their earnings for the work they performed in fall 2019 and spring 2020. Even though payments for this work continue through August, because the work was performed before July 1 it will not be affected by this change.

#### Article 33: Health Care Benefits and Insurance

The tentative agreement includes the following language:

All health care plan benefits and the Employee percentage contributions towards premiums shall remain at the same levels as for Calendar Year 2020 through Calendar Year 2021.

All other provisions concerning benefits will also remain unchanged.

### II. Changes to Dates

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#### Various Articles

The tentative agreement includes date changes to each of the following articles:

- Article 17 (Tenure) and Article 18 (Promotion): Dates for the 2020-21 academic year were added. These dates are one year later than 2019-20 dates, but adjusted to avoid weekends and holidays when necessary.
- Article 12 (Grievance Procedure): Dates were revised for appointment to a mediation panel.
- Appendix D (University Calendar): A new calendar for the 2021-20 academic year has been added. Dates selected follow the standard pattern for semester start and end dates, breaks, deadlines, etc.

### Duration

The tentative agreement includes the following language:

This Agreement shall become effective as of the \_\_\_ day of May, 2020, and, except as hereinafter set forth, shall continue in full force and effect until 12:01 a.m. on the 6th day of September, 2021, and for continuing periods of one (1) year thereafter unless a written notice is served by one party upon the other of its intent to amend, modify, or terminate this Agreement at least sixty (60) calendar days prior to September 5, 2021, or any subsequent automatic renewal period.

Regardless of the provisions of the duration clause in this article, the calendar provisions in Article 38, University Calendar, and Appendix D, Western Michigan University Calendar, shall continue through the 2021-2022 fiscal year.

This provides a one-year extension to the current contract, ensuring all current contractual protections and rights remain in effect through September 5, 2021.

### III. Retirement Incentive Program

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#### Retirement Incentive Program

The tentative agreement would allow the university to offer a retirement incentive program during the calendar month of June 2020.

**The following is a summary of key points of the plan. Although this was written to be informative, it does not include all the details and fine print, and thus does not serve as a legal/binding representation of the plan. Faculty who are considering the plan are strongly encouraged to review the full plan document, which is available on [wmuaaup.org](http://wmuaaup.org).**

#### *Eligibility*

This program would be available to all faculty who are eligible for retirement under our current agreement's requirements for retirement, including those faculty already on a phased retirement plan. The plan document states:

Eligibility for the Plan is limited solely to designated faculty members and academic administrators at Western Michigan University. Except for those working under reduced work load retirement agreements with the University, faculty members and academic administrators who have served notice on the University prior to May 15, 2020, of their desire to retire or terminate are expressly excluded from participation in the Plan regardless of the date of retirement or termination was to actually be effective.

Subject to other restrictions and requirements set forth elsewhere in this Plan document, a faculty member or academic administrator may make application to participate in the Plan if, as of the date of his/her proposed retirement, the faculty member or academic administrator:

- (1) holds academic tenure and is actively employed by the University; and
- (2) is at least age 55; and
- (3) has at least ten (10) years of regular full-time service at the University.

In addition, faculty members and academic administrators who are on approved leaves of absence or on sabbaticals and otherwise meet the applicable eligibility criteria above are eligible to participate in the Plan.

### *Benefits of the Incentive*

The plan provides a full year of base salary (based on what was earned in 2019-2020), distributed in two payments.

Each eligible faculty member and academic administrator who elects to participate in the Plan will receive an amount equal to 100% of the employee's 2019-2020 academic year or fiscal year base faculty salary. This amount shall be distributed in two (2) equal payments. Each payment shall be subject to required state and federal withholdings. The first payment shall be made in September, 2020. The second payment shall be made in September, 2021.

Those who retire under the plan are guaranteed the normal retirement benefits under our agreement, including continued access to our PPO insurance plan.

[E]mployee benefits (health, dental, etc.) will be provided as described in Article 35, Sections 3.1 through 3.3 and Article 36 of the Collective Bargaining Agreement between the University and the WMU Chapter of the American Association of University Western Michigan University Professors ("WMU-AAUP"), but subject to all conditions, limits, rights and other terms of the applicable health and other welfare plan.

All faculty eligible for retirement under this plan would be retiring under the provisions for faculty hired prior to 2016, which requires the university to continue to provide medical coverage for retirees that is equivalent to that offered to faculty. There is an additional expense, however, to keep a spouse or dependents on the plan after retiring. From our 2017-2020 Agreement, which would remain unchanged under this tentative agreement:

*33.§2.4 Current Retired Faculty, and All Faculty with an Initial Employment Date of December 31, 2015, or Before:* Western shall continue to provide coverage equivalent to the coverage for faculty on the active payroll for faculty retiring during the term of this Agreement up until the faculty member is covered by Medicare, at which time the PPO plan coverage will become supplemental to Medicare. For faculty ineligible for the MPSERS medical plan, the PPO plan shall supplement Medicare. Faculty who are eligible for MPSERS shall have the medical program offered under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty who are under the MPSERS program.

*33.§2.5 Spouse, Designated Eligible Individual and Dependents of Current Retirees and of All Faculty with an Initial Employment Date of December 31, 2015, or Before.* Spouses, designated eligible individuals, and eligible dependents may be continued on the PPO plan at the retiree's expense. For faculty ineligible for the MPSERS health plan, the coverage shall be supplemental to Medicare at the time Medicare becomes available to the individual.

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**What we won:**

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- A one-year extension to the current agreement, which will extend all our contractual rights and protections for an additional year.
- Increased retirement benefits for a limited time period.
- No changes to health insurance or other benefits.
- A guarantee that any salary reduction will be temporary and automatically expire at the end of the fiscal year.

**What we lost or did not get:**

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- The 2.25% temporary reduction in salary. The amount is less severe than the university proposed, but is still undeniably a loss to our faculty.
- We were not able to get a proposed cost of living adjustment for this year, even if deferred.
- Although we proposed a change in the retirement incentive plan to allow those who have already declared a retirement date, we were unable to get the program extended to include those faculty. The plan does, however, allow those on a phased retirement plan to participate.

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**NEXT STEPS: YOUR ACTION IS REQUIRED**

**Monday, May 18: WMU-AAUP chapter meeting to discuss the tentative agreement.**  
2 p.m. Zoom Meeting (link sent via email morning of May 18)

**Wednesday, May 20: Informal chapter gathering to further discuss the tentative agreement.**  
2 p.m. Zoom Meeting (link sent via email morning of May 20)

**Thursday, May 21: Faculty vote on ratification.**  
8 a.m. to 5 p.m. (link sent via email morning of May 21)

**If you do not receive your link to vote by 9 a.m. on May 21:**  
Please contact the WMU-AAUP office ASAP at 345-0151 or email [staff@wmuaaup.net](mailto:staff@wmuaaup.net).

**All bargaining-unit members should plan to attend the chapter meeting  
and participate in the ratification vote.**

**Please note that only dues-paying members are eligible to vote.**



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