



## NEGOTIATION NEWS 2014

**Negotiation Update for September 8, 2014**

### Details of the Tentative Agreement

The tentative agreement reached on Friday, September 5, 2014, contains the following changes to existing contract language. Articles (and sections of articles) with no changes are not included. All dues-paying members of the WMU-AAUP are eligible to participate in the forthcoming ratification vote, date and location to be announced soon.

#### I. Compensation and Healthcare (Articles 31, 32, and 33)

##### Article 31: Compensation Guidelines

31.§2 Limits of Compensation (Changes to language in 2011-14 Agreement are in **bold**.)

Without the express and written permission of the provost, no faculty member shall earn more than one hundred-forty-four (144%) percent of academic-year base salary in any fiscal year from teaching related activities and no more than two hundred **and twenty-five (225%)** percent from both teaching related and grant/contract arrangements referenced in Appendix A of this Agreement. **However, if a department chair requests that a faculty member teach overload in the academic year, then the one hundred forty-four (144%) percent limitation does not apply to Summer I teaching.**

##### Article 32: Economic Compensation

32.§1 Salary Adjustments

Percentage Increase to Base Salaries	2014-2015	2015-2016	2016-2017
Across-the-Board	2.0% September 2014	2.0% September 2015	3.0% September 2016
Research Supplement  (The supplement is based on the median salary at rank, as of the prior Fall semester.)	.5% January 2015	1.0% January 2016	

Note: The research supplement in Article 32.§1 acknowledges that in addition to our teaching, WMU faculty also produce diverse kinds (and large quantities) of work outside our classrooms, a reality that is further reinforced in the improved workload language in Article 42 (see below).

**Article 32: Economic Compensation** (continued)

## 32.§2 Salary minima

	Professor	Associate Professor or Master Faculty Specialist	Assistant Professor or Faculty Specialist 2	Instructor or Faculty Specialist 1
AY	was 66,000 <b>now 69,000</b>	was 52,000 <b>now 54,350</b>	was 42,500 <b>now 44,400</b>	was 32,300 <b>now 33,750</b>
FY	was 82,500 <b>now 86,250</b>	was 65,000 <b>now 67,937</b>	was 53,125 <b>now 55,500</b>	was 40,375 <b>now 42,187</b>

## 32.§3 Overload rates

Rank	Per credit hour 2011-14	Per credit hour 2014-17
Professor	1,167	<b>1,200</b>
Associate or MFS	1,061	<b>1,090</b>
Assistant or FS2	955	<b>985</b>
Instructor or FS1	849	<b>875</b>

## 32.§7 Promotion Increments (Effective Fall 2015 for faculty promoted in Spring 2015.)

Rank	Academic Year	Fiscal Year
Professor	current: 6,000 <b>2015: 6,500</b>	current: 7500 <b>2015: 8125</b>
Associate or MFS	current: 4250 <b>2015: 4500</b>	current: 5313 <b>2015: 5625</b>
Assistant or FS2	current: 2750 <b>2015: 3000</b>	current: 3438 <b>2015: 3750</b>

## 32.§8 Step Increases for Master Faculty Specialists

2011-14: 2000 for academic-year faculty and 2000 fiscal-year faculty.  
**2014-17: 2500 for AY faculty and 3125 for fiscal-year faculty.**

Other compensation: Language Specialists.

Faculty in the WMU Center for English Language and Culture for International Students (CELCIS) have traditionally been excluded from eligibility to be paid according to the salary minima for which all other bargaining-unit members are eligible. **CELCIS faculty who earn below the published minima will see immediate salary adjustments.**

For example:

- Salaries for CELCIS faculty earning 35,350 will be adjusted to 39,000.
- Salaries for those making 32,320 will be adjusted to 37,500.

## Article 33: Health Care Benefits and Insurance

### 33.§2 Health Care Premiums

Percentage of total premium to be paid by faculty members for each calendar year of the 2014-17 contract:

Type of Enrollment	2014 (current)	2015	2016	2017
Employee-only*	13.5%	<b>13.5 (no change)</b>	15*	17.5*
Employee plus one	24.7%	<b>24.7 (no change)</b>	24.7	24.9
Family	28.5%	<b>28.5 (no change)</b>	28.5	28.7

WMU will maintain 2014 calendar levels for deductibles, out-of-pocket maximums, copays, and coinsurance for the three years of the contract for both the PPO and the WMU Health Services Plan, unless changes are required by law.

\*The share of the premium for faculty on the employee-only plan would increase more over the life of the new contract than for those on the two-person or family plan. A 2011 Michigan law caps employer contributions to employee health premiums at 80 percent of the total premium. Premium shares can be distributed differentially across employee groups and/or enrollment types, allowing the employer to pay more than 80 percent of the premium for some employee groups (e.g., those with lower median salaries, such as support and maintenance staff) and for some types of enrollees (e.g., those on the employee-only plan), but only if those in other employee groups or with certain types of enrollment (e.g., those on two-person or family plans) pay a greater share of their total premiums for an average overall employee contribution of at least 20 percent.

### 33.§2.4 Health Care for Retired Faculty

**No changes to retiree healthcare for current faculty.**

## II. Articles on Workload, Intellectual Property, and Recognition of Faculty Research, Scholarship, and Creative Activities

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### Article 30: eLearning

New language strengthens the intellectual property rights of faculty who develop online courses.

### Article 34: Faculty Research and Creative Activities Support Fund

New language recognizes that all research, scholarly, and creative pursuits “advance the university’s research mission and bring prestige to the university.” Adds language regarding eligibility for the internal funding described in Article 34: “[T]he individual merits of a proposal shall be the primary consideration for any award decisions regardless of the ability of any discipline to receive Facilities and Administrative (F & A) costs.”

### Article 42: Work of the Unit: Workload, Class Sizes, and Scheduling of Classes

Strengthens language to protect workload by distinguishing teaching load as *part of* workload rather than as the entirety of faculty work. Also adds language that increases the transparency of workload assignments.

### III. Other Benefits

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**Article 27: Leaves of Absence.** Expands benefits for Designated Eligible Individuals throughout the article. Some examples:

**27.§1.2.3, 27.§2.2.3, 27.§2.6, and 27.§7.2.6** Adds DEIs to the list of those eligible to receive payment for remaining annual leave accrued by a faculty member who dies (27.§1.2.3). Adds DEIs to the list of family members for whom faculty members may take leave to care for in cases of serious illness under the federal Family and Medical Leave Act (27.§2.2.3), by taking annual leave (27.§2.6), or by taking sick leave (27.§7.2.6). Adds DEIs to definition of “immediate family” (27.§7.2.6).

**27.§2.2.4: Improves FMLA policy.** In previous contracts, faculty members could be made to use FMLA leave concurrently with sick leave. New language allows faculty members to save FMLA to use after sick leave is used up, if needed. Also, the previous requirement that those opting to use FMLA must have worked 1200 hours in the previous year to be eligible has been deleted, meaning that those with serious conditions that require their lengthy absence will no longer be denied FMLA leave.

### IV. Articles on Shared Governance and Due Process

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**Preamble.** Sets out the core values of the university’s academic mission, including academic freedom, shared governance, and collaboration, and affirms our mutual commitment to these values. Includes acknowledgment of all of the work that we do: teaching, research, and professional service.

**Article 12: Grievance Procedure.** Enhances faculty rights to grieve administrative actions and expands the right to arbitrate to cover all grievance types.

**Article 25: Layoff and Recall.** New language provides a framework for grieving layoff decisions, which had previously been exempted from grievance challenges.

**Article 37: Long-Range Planning.** Strengthens existing language to codify the faculty’s right to participate in long-range and strategic planning. The new language also resolves ambiguities that in the past have made it more difficult for the faculty, and the WMU-AAUP on its behalf, from exercising its full rights to shared governance.

#### What We Won:

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- Salary increases and additional to-base research supplements, plus increases in minima, overload rates, and promotion increments, as well as higher limits of compensation.
- Retained current university retirement contributions.
- Froze health care premium percentages through 2015 and kept increases low through 2017.
- Froze copays, deductibles, and other out-of-pocket costs through 2017.
- Gained right to arbitration of all grievances.
- Gained improved FMLA policies and DEI benefits.
- Gained increases for CELCIS faculty to start to bring their salaries in line with other faculty.
- Strengthened language that distinguishes teaching load as part of overall load.
- Retained summer teaching preference and summer salary percentage.
- Strengthened shared governance and intellectual property rights.

#### What We Did Not Get and What Was Taken from Us:

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- While we did well on salary increases, we would have preferred to get more.
- Retiree health care benefits for those hired in 2016 and later were taken away.