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Right Flier: Newsletter of the AAUP-WSU Volume 6, Number 3, April 2006

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The Right Flier

Newsletter of the AAUP-WSU

Volume 6, Number 3, April 2006

Editor, Anna Bellisari

Administrative Assistant, Connie Jacobs

Message from the President

I would like to take this opportunity to convey a sincere “thank you” for your support over the years. It has been a great privilege to have served you. Since 1998 I have served as a member of the Bargaining Council and as Vice President, Acting President, and President of AAUP-WSU. At the end of Spring quarter, I will step down and Anna Bellisari will assume the position of President. I wish her well and ask that you extend your support to Anna in her new position.

Most of all, I would like to thank the hard-working members of the Executive Committee with whom I have had the pleasure of serving. I never thought I would admit this, but I will actually miss our weekly meetings. I have never served with a more dedicated group of faculty whose sole purpose is to make WSU a better place to work.

You may have noticed a recent addition to our newsletter – “How AAUP-WSU Works for You.” This is an attempt to document some of the Chapter’s work on your behalf. Please note, however, that this is a short list. Often, for diplomatic and/or personal reasons, many of the daily “fires” we extinguish go unreported. But know that the Executive Committee is constantly working on your behalf, addressing the issues that you bring to us. That is why we encourage you to notify us when you believe that there has been a violation of the contract. We like to put the “fires” out before they get out of control.

In exchange, we ask for your support. The best way you can show your support is to become a member of the Chapter. It’s easy. Just sign the membership form. There is no additional cost to join. As a member of the Bargaining Unit, you are already paying your fair share. When you join, you gain. You become eligible to hold office on the Executive Committee, to represent your college on the Bargaining Council, to participate on the Negotiating Team, to nominate elected officers, to vote at chapter meetings on local and national issues, to vote in chapter elections, and to vote on the ratification of the latest contract, among other things. Please join today and help the Chapter continue to make a difference at WSU.

Paulette Olson, Professor of Economics



The following faculty have been elected to serve on the AAUP-WSU Executive Committee effective June 1, 2006: Anna Bellisari, President; Henry Ruminiski, Vice President; Larry Weinstein, Treasurer; and Maggie MacDonald, Member-at-Large. Also, Martin Maner has been appointed to serve as a representative of AAUP-WSU on the Faculty Governance Committee.

The Problem of Calendar Creep

By Rudy Fichtenbaum, Chief Negotiator, AAUP-WSU and
Jim Vance, Communication Officer, AAUP-WSU

Our first Collective Bargaining Agreement (CBA) included language in Article 7 about faculty availability for service. Specifically, Article 7.4 stated that Bargaining Unit Faculty with academic year contracts would be available for service throughout the academic year except for the periods between quarters. The University pays academic year faculty for three quarters of work, and thus it seemed reasonable to AAUP-WSU that we only needed to be available for service during those quarters.

During negotiations for our second CBA, the administration complained that this language prevented colleges and departments from holding retreats before the beginning of the quarter. They argued that past practice in a number of colleges and departments was to have retreats before the beginning of the Fall quarter. So, as part of a compromise in negotiations, we agreed to change Article 7.4 by adding some language stating that consistent with past practice Bargaining Unit Faculty with academic year contracts would be available for service during the academic year. In agreeing to this language we made it clear to the administration that we were not giving carte blanche, but that we would allow retreats before the beginning of the quarter if that had been the past practice in a college or department.

Unfortunately, the administration has taken advantage of our willingness to be reasonable with respect to faculty availability. In particular, one college called a retreat after the end of the Fall quarter. The AAUP-WSU filed a grievance, arguing that this was not consistent with past practice and that it was a blatant example of what we called calendar creep. AAUP-WSU had also received complaints from faculty about administrators calling department meetings after the November commencement, thereby disenfranchising faculty who could not or chose not to attend.

Administrators all have fiscal year contracts, and therefore they must be at the University year 'round unless they are on vacation. In contrast, faculty on academic year contracts often use the periods between quarters to prepare for new classes, conduct research, or take some time off. AAUP-WSU believes that there is a growing trend toward intruding on the time between the quarters, and that is why we filed the aforementioned grievance.

While the administration has not admitted to violating the CBA, it did express a willingness to negotiate some new language that would set some clear limits regarding faculty availability. While we have not reached a tentative agreement on precise language, we have agreed in principle to place specific limits both before and after the Fall quarter and after the Spring quarter. We also have agreed in principle that there should be no meetings called by administrators during the spring break if those meetings involve Bargaining Unit Faculty on academic year contracts. We have also tentatively agreed in principle that this restriction could be overridden by a super majority vote (75% of Bargaining Unit Faculty) conducted by secret ballot.

The Executive Committee of AAUP-WSU feels that this tentative agreement will prevent the administration from intruding on the periods between quarters. However, at the same time it gives the administration the absolute right to call meetings a few days before or after the Fall quarter and after the Spring quarter. Because the Executive Committee agrees that this is an important issue that could potentially affect all Bargaining Unit Faculty on academic year contracts, we plan to put the tentatively-agreed-upon language before the members for a ratification vote.

How AAUP Works for You

The AAUP-WSU Executive Committee is currently working on the following issues with the administration:

- Recent reports from the Social Security administration show missing data for 2003 university contributions to Medicare.
- During the latest round of P&T cases, it was reported that there were a number of inconsistencies in how the cases were presented on paper. Also the process for dealing with the latter differed among deans and college committees.
- There were delays by the university administration in depositing monies in Alternate Retirement Plan (ARP) and 403b accounts.
- There are ongoing problems with the bookstore. Textbook orders have been delayed or inadequately filled
- Efforts to establish a day care center for children of faculty have been initiated.
- Concerns have arisen about course-assessment instruments administered in general education, Honors courses, and Learning Communities in addition to the BUFM-approved faculty/course evaluations. First, what potential is there for chairs and deans to use these forms in the annual evaluations of faculty (in clear violation of the CBA)? Second, asking students to fill out extra course evaluations takes time away from valuable instruction.
- Despite repeated problem reports over several years made to CTL, CaTS, and the Office of the Provost, Mathematica software, an important mathematics teaching tool, does not function properly on many campus PCs.
- In response to the growing number of couples who are interested in sharing a tenure-track position, we are working on a policy for shared faculty positions.
- Members of a special advisory committee on domestic partner benefits are meeting to consider the action plans they have developed.

We are certain that there are other issues not yet addressed, so please contact any member of the Executive Committee or email (AAUP-WSU@math.wright.edu) if you have a problem or concern for AAUP consideration.

Raises for 2006-07

By Rudy Fichtenbaum, Chief Negotiator, AAUP-WSU

Next year will be the second year of our current Collective Bargaining Agreement (CBA). The CBA specifies that there will be an across-the-board (ATB) raise of 1.5% and a 1.5% "merit pool." In addition, each College will receive a pool of 0.4% to use for equity. If a particular College does not use all of the 0.4% for equity then the remainder will be distributed ATB to all Bargaining Unit Members.

One of our goals in the last two rounds of negotiations was to improve our relative standing in the state. Historically, salaries at WSU had ranked in the middle of the larger 11 state universities (all state universities except Central State and Shawnee State). However, in the years leading up to our decision

to engage in collective bargaining and continuing throughout our first contract faculty salaries by academic rank had fallen relative to other state universities in Ohio, particularly for Associate Professors and Professors.

To begin to address this problem we had language in our 2nd CBA giving “market adjustments” to all bargaining unit faculty. In each of the 3 years of our previous CBA Assistant Professors received a market adjustment of \$125 per year while Associate Professors and Professors received market adjustments of approximate \$1,100. All of these raises were to base and were on top of the ATB, “merit” and equity raises. These market adjustments moved our Assistant Professors from 5th to 4th place and our Associate Professors from 8th to 6th place. Our Professors had been in 7th place and while they remained in 7th place, the gap between 6th and 7th place did narrow.

In our current CBA, for 2005-06 all Professors received a market adjustment of \$1,284 in addition to ATB and “merit” raises. A significant part of this amount (\$640) covers the increase in health care premiums we agreed to in the CBA. (Associate Professors and Assistant Professors will each receive \$320 in both 2006-07 and 2007-08 to cover their increases in health care costs.) The remainder of the \$1,284 was to improve the relative standing of our Professors.

When the administration came to the bargaining table during the last round of negotiations, we told them that if they wanted to reach an agreement we needed raises to cover the increase in health care costs and to improve our relative standing with respect to other state universities in Ohio. They agreed to this goal but argued that other universities in Ohio were likely to have low raises over the next three years. Of course we did not accept the administration’s argument. Therefore, to reach an agreement without agreeing upon exactly what raises we thought others would get over the next three years, we developed language which guaranteed that our average salaries by rank would be 1% above 7th place when compared to 11 other state universities.

Table 1 shows how we ranked as of 2005-06. Our Associate Professors have moved into 5th place but are still not 1% above 7th place. Our Assistant Professors dropped from 4th to 9th place and our Professors dropped from 7th to 8th place.

TABLE 1

	Professors		Associate Professors		Assistant Professors	
	Salary	Rank	Salary	Rank	Salary	Rank
Akron	\$ 81,767	10	\$ 59,781	11	\$ 51,276	11
Bowling Green	\$ 86,918	9	\$ 65,933	7	\$ 53,881	5
Cincinnati	\$ 94,036	2	\$ 69,031	3	\$ 54,734	3
Cleveland State	\$ 90,134	5	\$ 66,038	6	\$ 52,310	10
Kent State	\$ 90,445	4	\$ 65,744	8	\$ 53,193	8
Miami	\$ 92,878	3	\$ 69,298	2	\$ 53,840	6
Ohio State	\$112,645	1	\$ 74,194	1	\$ 65,781	1
Ohio University	\$ 88,863	7	\$ 66,523	4	\$ 54,641	4
Toledo	\$ 89,309	6	\$ 65,229	9	\$ 57,516	2
Wright State	\$ 88,323	8	\$ 66,343	5	\$ 53,093	9
Youngstown State	\$ 79,986	11	\$ 63,919	10	\$ 53,345	7

Since the language in the CBA specifies that average salaries by rank will be 1% above 7th place, each Bargaining Unit Faculty Member who held the rank of Professor in 2005-06 will receive a raise of \$1,428.63 in 2006-07. Similarly each Bargaining Unit Faculty Member who held the rank of Associate Professor in 2005-06 will receive a raise of \$249.33, and each Bargaining Unit Faculty Member who held the rank of Assistant Professor in 2005-06 will receive a raise of \$785.45. Moreover, these raises will be added to our base salaries before calculating ATB or “merit” raises.

According to our calculations this contingency language will result in an additional raise for the Bargaining Unit of 1.05%. Thus, next year the average raise for a Bargaining Unit Faculty Member will be 4.8%.

Having a union has made important differences for our faculty. Our promotion and tenure process is more transparent, and the process for allocating raises is fairer. Now, in addition to these important achievements, we can say that as a result of collective bargaining, our raises are higher than they would have been in the absence of our CBA.

Why have we been able to achieve these goals? The answer is simple. We have the support of the overwhelming majority of Bargaining Unit Faculty at WSU. However, we cannot rest on our past achievements. If we are to continue getting good collective bargaining agreements we need to continue building our strength as a union. First and foremost this means building our membership. If you are not a member we urge you to join our union. If you are a member and know someone who is not a member then ask them to join. Together we can continue to improve the quality of WSU and make this a better and fairer place to work.

Promotion and Tenure Workshop

The Spring P&T Workshop will be held on April 20 from 1:30-3:00 pm in 494 Allyn Hall. The purpose of this workshop, led by Rudy Fichtenbaum and Barry Milligan, is to clarify processes and procedures for faculty who are planning to apply for promotion in 2006. In accordance with article 13.6.1.1 of the CBA, May 1, 2006, is the deadline to initiate the promotion and tenure process for cases to be presented during the 2006-07 academic year (with promotion and/or tenure to be effective in 2007-08). To initiate the process, a candidate must submit a written request to the Department Chair with a copy to the Department Promotion and Tenure Committee. Candidates also must submit suggested names of external reviewers to the chair of the Department Promotion and Tenure Committee on May 1. All materials for outside review must be submitted by June 1. In the past, this workshop has been very helpful in eliminating errors and reducing problems in the application process. The workshop is open to P&T committee members as well as faculty applying for promotion.

Errata:

We apologize for two errors in the Winter Quarter Right Flier (vol 6, no 2):

Paid Professional Leave: faculty can choose to take 50% teaching load for 2 quarters for full pay (not half pay).

Professor-at-Large: Lawrence Prochaska was selected by AAUP to represent all faculty on University P&T Committee, not just AAUP faculty.

Ohio Conference of AAUP

The Ohio Conference of AAUP held its annual meeting in Columbus on April 7 and 8. AAUP-WSU was well represented by Paulette Olson, Anna Bellisari, Larry Weinstein, Rudy Fichtenbaum, Henry Ruminski, Amber Peplow, Adrian Corbett, Lawrence Prochaska, Jackie Bergdahl. Each representative attended one of two workshops on academic freedom and on arbitration. Six chapters reported on their activities and accomplishments during the Saturday afternoon business meeting, which was a wonderful occasion for getting to know members from other Ohio chapters.

Why AAUP-WSU is Important to Me

In August of 2005, I moved from Fairborn to Beavercreek. Due to my relocation, I was no longer required to pay school district income tax to Fairborn. Since I filled out the appropriate change of address form with Wright State, I assumed that the withholding would be dropped from my paycheck. I noticed on my September pay stub, however, that Wright State had deducted the school district tax from my check and distributed the money to Fairborn ISD. At this point, I contacted human resources to let it know of the error, and I was assured that it would be corrected. On my October pay stub, the tax was deducted and distributed yet again. At this point, I asked that the money erroneously deducted from my pay be returned to me, but payroll indicated that reimbursement by Wright State was impossible because the money had already been disbursed. The payroll representative indicated that I would have to wait until the end of the year and seek a refund from Fairborn ISD.

In the office, I vented my frustration to one of the AAUP executive committee representatives, and he brought the matter before the committee. The AAUP brought the matter to the attention of Associate Provost Bill Rickert. I received not only a reimbursement but also a kind apology from Dr. Rickert.

The AAUP looks out for all the members, but the union can only do so if we make it aware of the problems we experience. Even though an individual matter may be small, it could be a larger trend affecting several of our members. By reporting these errors, the AAUP can alert the membership to check for the same problems as well as aid in resolving the larger issue creating them. I am particularly indebted to the individuals who alerted the AAUP to the delayed and/or missing disbursements to the ARP vendors. Due to the announcement, I checked my account to find that I too had not received my deposit that month, and although I did eventually receive the money, I am now carefully monitoring my account. I truly appreciate the hard work of the AAUP and the executive committee in addressing the problems affecting the faculty.



Amber Peplow,
Assistant Professor of Communication

Despite always achieving very high yearly evaluations and seemingly good merit increases, across-the-board pay increases, and market increases, my salary fell below the minimum for my rank on two occasions. Most notable was the last 2005-06 increase notification which clearly shows that without the AAUP contract I would be making almost \$3000 less per year. I give AAUP and the contract negotiators a big thank you for keeping my salary competitive.



Randy Paul
Associate Professor of Music

Network vs. Out-of-Network Benefits

By Rudy Fichtenbaum, Chief Negotiator, and Jim Vance, Communication Officer, AAUP-WSU

Since our first collective bargaining agreement, we have had a preferred provider option (PPO) which has different deductibles, co-payments and out-of-pocket limits for network and non-network benefits. The purpose of this article is to call to your attention a provision in our health insurance coverage that could be potentially very costly to you when dealing with out-of-network providers.

Currently under UnitedHealthcare Choice Plus PPO and Anthem Blue Access PPO the following deductibles and co-pays generally apply for inpatient hospitalization:

	Network Benefit	Non-Network Benefit
Deductible	\$0	\$250 individual, \$500 family
Co-Payment	10% of covered cost co-payment	30% of covered cost co-payment
Out-of-Pocket Maximum	\$1,250 maximum per individual \$2,500 maximum per family	\$2,250 maximum per individual \$4,500 maximum per family

The key to understanding your benefits lies in the meaning of the word "covered cost." "Covered cost" is cost that UHC or Anthem negotiates with its network providers. Anthem uses the term "maximum allowable cost" and UHC actually uses the term "covered cost."

Suppose you are admitted to the hospital and the hospital charge is \$100,000 (the amount a hospital charges an uninsured customer). If it is a network hospital, the insurer will have negotiated a discounted rate of say \$50,000. Since you are in network you would pay no deductible and you would have a 10% co-pay until you reached \$1,250. The remainder, \$48,750 will be paid by UHC or Anthem. However, if you are admitted to a non-network hospital, UHC or Anthem will pay \$47,750 and you will owe \$52,250 which is your "out-of-pocket maximum" of \$2,250 plus all of the charges beyond what Anthem or UHC have determined is the "covered" or "maximum allowable cost."

At first this example may seem ridiculous -- after all, how could a hospital charge \$100,000 but agree that \$50,000 is the "maximum allowable" or "covered cost?" The reality of the health insurance market today is that there are discrepancies of this magnitude between "hospital charges" (what they charge an uninsured patient) and "covered costs" which are the rates they negotiate with large insurance companies. This example clearly illustrates why medical expenses are one of the leading causes of bankruptcy in the U.S., even for people who have health insurance.

When you go to a non-network provider there is no effective out-of-pocket limit.

How can I protect myself? If you are going to use a non-network hospital, you should negotiate with the hospital before hand so that the "covered cost" or "maximum allowable payment" will be accepted as payment for services. Also be aware of the fact that when you are hospitalized you may receive services for pathology, radiology, anesthesia, etc., and often hospitals contract with private physicians for these services. Therefore, if you are going into a non-network hospital you should also negotiate for these services to be paid at the network rate if possible.

Finally, just because you are in a network hospital does not mean that all of the out-of-pocket limits apply. You can be in a network hospital but receive treatment from a non-network provider for some of the aforementioned services. In such a case, you are responsible for the out-of-pocket limits and the difference between the charge and the "maximum allowable" or "covered cost."

In an emergency, use of a non-network hospital will be treated as if you were in a network hospital, providing that the insurance company agrees that you had a true emergency.

If you run into a problem with your health insurance and feel that you are being treated unfairly, please contact us.



AAUP SUMMER INSTITUTE 2006

The annual AAUP Summer Institute will be held at Portland State University in Portland, Oregon, July 27-30. AAUP-WSU will support the attendance of two representatives from our chapter. Please contact AAUP-WSU for further information.

Also see: www.aaup.org/events/CBSI.HTM

SPRING QUARTER CHAPTER MEETING



Friday, May 19 at 12:30 p.m.

CTL Studio B (basement of library) for Dayton campus & Lake Campus Room to be announced

Because collective bargaining matters will be discussed, this meeting is open only to Regular Chapter Members.

Refreshments will be served.

SAVE-THE-DATE FACULTY FALL SOCIAL

FRIDAY, SEPTEMBER 15, 2006

5:00 PM – 7:00 PM

MILLETT HALL ARTIUM

REFRESHMENTS & ENTERTAINMENT

Executive Committee

The following members serve on the AAUP-WSU Executive Committee.

NAME	POSITION	PHONE
Paulette Olson	President	2409
Anna Bellisari	Vice President	2923
Audrey McGowin	Secretary	2791
Larry Weinstein	Treasurer	4598
Jim Vance	Communication Officer	2206
Henry Ruminski	Member-at-Large	2950
Travis Doom	Member-at-Large	5105
Rudy Fichtenbaum	Chief Negotiator	3085
Barry Milligan	Grievance & Contract Administration	4805

MAIL TO: