



### ► Bargaining Update: Highlights/Gains of the new LEO-UM Tentative Agreement

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Chief Negotiator, LEO Bargaining Team

In the Tentative Agreement just signed by the LEO and UM bargaining teams, all the major areas of our bargaining platform are addressed and then some. This account summarizes where we stand as a result of our seven months of persistence in negotiations. I think you will agree that we have made some notable gains.

#### Benefits

Our platform demands about benefits were to:

- stop the proposed take-back on benefits;
- protect our most vulnerable members;
- expand eligibility for extended sick pay and long-term disability for *all* lecturers with two or more years of service;
- institute a one-semester paid parental leave policy.

In this round of negotiations the Employer intended to impose on us the higher health insurance premiums and co-pays called for by the Committee on Sustainable Health Benefits (COSHB). This plan was designed to increase disproportionately the premiums of lecturers with appointments from 50-79%, about 200 of our members. These regressive changes have already gone into effect for all non-bargained-for employees at the University. Our goals were to prevent an overall loss of pay due to the implementation of COSHB and to protect the part-timers, who are most vulnerable financially. The benefits and salary provisions we have gained in the Tentative Agreement accomplish these goals. A one-year delay in the implementation of COSHB alone saves us collectively about one million dollars.

Some highlights and a calendar of our gains in this area are:

- In 2011, the current health insurance co-premium plan remains in effect for *all* lecturers, with office visit co-pays rising to \$20 and Tier 3 drug charges rising to \$35.
- In 2012, lecturers will pay 50% of COSHB co-premium increases. Those with appointments between 50-79% will receive compensation equal to 75% of the difference between full-time and part-time premium increases, based on a “snapshot” of coverage in each term—the point in time at which dependents are counted.
- In September 2012, all lecturers will receive a \$500 raise to their full-time salary rate (see more on this under Salary, below).
- In winter 2013, lecturers will pay 100% of the COSHB co-premium increases. Those with appointments between 50-79% will receive compensation equal to 60% of the difference between full-time and part-time premium increases.
- A benefits averaging provision will enable part-timers to pay at the full-time premium rate when their appointment falls below 80% in one semester, if the average of their appointments over two semesters equals 80% or more.
- LEO accepted a provision that requires that lecturers hired after September 1, 2010 work a year before receiving employer contributions toward their retirement.
- The Tentative Agreement expands eligibility for extended sick pay and long-term disability benefits to include Lecturer Is with two or more years of service, thus including all lecturers in these benefits.
- A new “modified duties” provision for Lecturer IIIs and IVs enables them to take a semester of paid leave without teaching duties, but with some non-teaching duties, upon the birth or adoption of a child.

#### Salary

In our platform our salary demands were to:

- significantly raise minimum salaries on all campuses;
- raise salaries to equitable standards;
- equalize late lay-off payments for all ranks;
- establish paid course load reductions to develop new courses.

In addition to determining raises, we needed to establish a new way to calculate salaries on the Ann Arbor campus. Experience during the last contract showed that the old system was open to abuse. As a result, salaries will now be determined differently on the three campuses. At Dearborn and Flint, the average percent increase for the tenured and tenure-track faculty will continue to be the increase that lecturers receive. In Ann Arbor, where there is no Provost-determined salary increase for the tenured and tenure-track faculty, we have agreed to a negotiated schedule of annual raises. We proposed other ways to determine the Ann Arbor raises that would be more similar to the systems in Flint and Dearborn, but ultimately it seemed that only fixed raises would protect against manipulation.

Our gains in salary are:

- Annual raises in Dearborn and Flint will be determined as they have been in past contracts. For 2010, these have been set at 2.5% in Dearborn and 3% in Flint.
- In Ann Arbor, annual raises will be 2.5% in 2010 and 2011, and 2.75% in 2012.
- As a base “salary adjustment,” all members’ salaries will also go up by \$500 in September 2012. While this is substantially less than we had sought, it acknowledges the need for salary adjustments in the contract, setting the stage to bargain this issue further in 2013. It also can be seen as an offset for the COSHB health insurance premium increases that will go into effect in 2012.



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Thank your Bargaining Team!

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Run for a LEO office—and other things to do this fall!

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## September 8—membership meetings on each campus to discuss the Tentative Agreement.

- Minimum salaries will rise on all campuses \$1,000 in 2011 and \$300 in 2012.
- Equal late lay-off payments will now be made to members of *all* ranks, including Lecturer Is. Notification dates will remain different for Lecturer Is, at the Employer's insistence.
- Promotional raises remain the same as they were—7% raises after passing a first and second major review.

### **Job Security**

Our job security platform demands were to:

- increase weight for teaching experience in "EAP," the measure of experience, ability, and performance that may be used to determine the order of lay-off and recall;
- create stronger interim review provisions;
- mandate UM-sponsored visas and permanent residency for international lecturers;
- stop major reviews in their current form after the second major review;
- establish a "just cause" standard after the last major review;
- count Spring/Summer teaching toward major reviews when it is part of a regular workload.

To ensure greater job security for our members, our goals were to strengthen lecturers' protections when faced with lay-off or recall, or when being reviewed, to eliminate practices that have violated the rights of international lecturers to "presumption of renewal" after a successful major review, and to resolve for all of us what would happen after the second major review. We initially proposed that we undergo no more reviews after the second major review and be given open-ended appointments instead with "just cause" discipline and dismissal provisions. The Employer maintained adamantly that academic units want and need to continue to review lecturers, so we settled on a review process we named a "continuing renewal review," which is a less onerous review based on the recognition that a lecturer at this stage has a proven track record of high quality job performance.

Job security took on a higher profile in negotiations when the Employer fired Kirsten Herold, our Vice President (also current member of the bargaining team, grievance officer, and former chief negotiator). As a result, we added many new provisions to the performance evaluation article to try to stem the tide of abuses in this process and raise the quality of evaluation. We also continued to suggest a settlement to the firing grievance at the bargaining table. Although the Employer refused to bargain this issue at the table, it did eventually propose a satisfactory settlement to the grievance that included rehiring Kirsten in a staff position that will allow her to continue to participate in LEO (see article below).

In addition to this settlement outside the formal bargaining process, our gains in job security are:

- The Tentative Agreement includes a list of possible criteria for determining EAP (experience, ability, and performance) in cases of lay-off and recall, and the first item on this list is "experience teaching the course in question or closely related courses."
- Lecturer Is will receive one-year appointments following a successful interim review, whenever possible.
- All lecturers in an academic unit will be notified of job postings, not just lecturers on an academic unit's lay-off list. The intent of this change is to help part-time lecturers reach the 80% threshold for benefits.
- We have negotiated a "letter of understanding" with the Employer that spells out a process of information sharing with international lecturers on intentions and timelines for applications for H1B visas and permanent residency. The process includes an assessment by the International Center of a lecturer's potential for application for permanent residency. Due to restraints in federal law, we were unable to win guaranteed applications, but the new information provisions should go a long way toward correcting past injustices.

• After a successful first major review, all lecturers will receive a three-year appointment and after a successful second major review, the appointment length will be five years. In other words, all lecturers will wait the same length of time for their 7% salary bumps.

• At the end of the appointment following a second major review, lecturers will undergo a "continuing renewal review," based on existing documents for the most part. Success at this point will result in a five-to-seven year appointment.

• In the event that problems are identified in a continuing renewal review, the lecturer will receive a remediation plan followed by a "remediation review" that looks only at the issues identified in the remediation plan, not a total re-review. A new appeals process may be invoked if the Employer misuses academic judgment in this process.

• Performance evaluation provisions include a "no blindsiding" provision that ensures that lecturers will be told when the Employer has concerns about their performance.

• The Tentative Agreement specifies new safeguards in the use of student evaluations, classroom observations, and other evidence of performance in evaluations.

• Lecturers will have a right to know who is on their review committees and to receive copies of student evaluation summaries when these exist.

• We have negotiated a memorandum of understanding establishing committees on all three campuses to develop best practice guidelines for performance evaluation—to raise the quality of evaluation practices across academic units.

• Spring/Summer teaching will count toward major reviews in academic units in which such appointments are part of a lecturer's regular workload.

• The Employer will report to the Union any waivers of posting requirements, to clarify cases of dual career hires.



To see a copy of the Tentative Agreement, go to the LEO website, [leounion.org](http://leounion.org).

Want to run for office?—we can walk you through the nominations petition process.

# Big thanks!

Many, many thanks go to the members of the Bargaining Team, who worked long days (and sometimes evenings) and always tried to keep the interests of all LEO members in mind. It is not always easy to remain respectful of differing points of view, especially at the end when tough choices need to be made, but you did it.

Elizabeth Axelson, *Chief Negotiator; English Language Institute, Ann Arbor*  
Jim Anderson, *Bargaining Team Chair; English, Flint*  
Catherine Daligga, *Recorder; American Culture-on lay off, Ann Arbor*  
Dennis Daniels, *English, Dearborn*  
Sheryl Edwards, *Political Science, Dearborn*  
Bonnie Halloran, *Anthropology, Dearborn*  
Kirsten Herold, *English, Ann Arbor*  
Michelle Orecchio, *Romance Languages, Ann Arbor*  
Ian Robinson, *Residential College and Sociology, Ann Arbor*  
Greg Sax, *Philosophy, Ann Arbor*  
Joe Walls, *School of Business, Ann Arbor*  
Stevens Wandmacher, *Philosophy, Flint*

In addition, Dennis Pollard (Romance Languages, Ann Arbor) and Barry Wauldron (Social Sciences, Dearborn) contributed to the formulation of proposals regarding international lecturers and benefits, respectively. Carlos de los Santos, Sue Ann Savas, Fritz Swanson, and Laura Wernick gave personal testimony at bargaining sessions and thereby brought home the significance of our negotiating positions. Alyssa Picard, our staff representative from AFT Michigan, provided invaluable assistance at crucial moments.

Many more members contributed immeasurably to the success of our negotiations. Members of the Bargaining Committee helped develop the bargaining platform, draw up and revise proposals, and strategize. Many members not on the Team or the Committee attended at least one bargaining session, adding their insight to caucus discussions and bolstering the morale of the Team; a significant subset of this group attended on a regular basis. Bargaining Committee members and regular bargaining attendees who deserve special recognition for their participation include: Leyre Alegre, Roann Altman, Marc Ammerlaan, Netta Berlin, Bill Burgard, Dominique Butler-Borruat, Roger Butler-Borruat, Joy Collman, Bruce Conforth, Mohammed Daassa, Judy Dyer, Pat Emenyonu, Joe Galura, Joe Gaughn, Virginia Hamori-Ota, Tristin Hassell, Beth Hay, Jennet Kirkpatrick, Carole Lasker, Gene Laskowski, Marjorie Lynn, Carolyn Madden, Jeri Mannion, Kate Mendeloff, William Morris, Kristina Primorac, Joann Riley, Jessica Ryder, David Skrbina, Gina Soter, Rob Sulewski, Lorrel Sullivan, Wendy Tashian, Joel Van Laven, Claudia Walters, Carrie Woods, Jan Worth, and Lisa Young.

Appreciation is due as well to Sandra Walls, LEO Office Manager, who supplied member information with care and alacrity. Very special thanks goes to someone who is not a LEO member and not otherwise acknowledged above, but whose vision, good humor, and grace under pressure also contributed greatly to the success of our campaign: the LEO lead organizer, Janella James.

## **Other Issues**

Our bargaining platform included a demand for a new contract end date within the Fall or Winter semester. We have agreed to a new end date of April 20, 2013. It's not perfect, but it brings us closer to an end date that meets our needs.

We have bargained two provisions that enhance professional development for lecturers. One is a \$50 increase to professional development grants. The other is a new Collegiate Lecturer program on all three campuses, which provides an honorary title, two annual payments of \$1,000, and eventual Emeritus status to lecturers who are awarded the honor.

Lastly, we successfully fought off changes to the "No Strike" article of our contract that would have limited our academic freedom and allowed the Employer to quit some of its obligations under the contract.

## **Summary**

As the highlights of the new agreement show, most of LEO's bargaining platform demands have been met. Our economic goal in this round was to avoid the kind of setbacks in pay and benefits that we have seen at other universities and in industries in our communities. Our tenaciousness at the bargaining table has brought our employer to delay the benefits cuts it proposed and to mitigate their effects on part-timers for the life of the new contract. Similarly, in addition to annual raises, we have won a salary adjustment and raises to the minimum salaries, neither of which the employer thought there was any need to give. And we have made real gains in job security, particularly in additional safeguards in performance evaluation and a lighter evaluation burden following the completion of two major reviews.

A vote for ratification of the new contract will ensure that these provisions of the Tentative Agreement become a reality, which will protect us now, and position us for greater gains the next time around.

## Let it snow! Our Annual Convention convenes on December 4 in Ann Arbor.

### ► Herold Grievance Settled

Joe Walls

LEO, Kirsten Herold, and the Administration recently settled the grievance that the Union had filed over Kirsten's non-reappointment as a Lecturer II in the Ann Arbor English Department, where she had been teaching for the past eighteen years.

LEO and its membership were outraged when they learned that Kirsten—LEO Vice President, Grievance Officer, and Bargaining Team member—had been terminated during ongoing contract negotiations. The grievance, filed on June 3, maintained, among other things, that Kirsten's termination was a result of anti-union and anti-lecturer bias in the English Department, leading to an unsuccessful review—the stated grounds for the termination. The grievance demanded that Kirsten be reinstated in the department with a three-year appointment, which would have been the case had she passed her major review. LEO also put a proposal across the bargaining table, insisting that Kirsten's grievance be settled as part of the contract negotiations. The other side promptly refused to discuss the issue as part of bargaining. On June 30, the Administration denied Kirsten's grievance. Believing that we had a very strong case, LEO filed for arbitration on July 15.

On August 6, a grievance settlement between LEO and the Administration was signed by both parties. Moments later, a tentative collective bargaining agreement was signed. As a result of the settlement, Kirsten will be employed as a Communications Specialist in the University's Career Center. The appointment is for one year, beginning September 1, 2010. No commitment was made to employ her after this date, although continuing employment is possible. The position is at 80% effort, allowing Kirsten to be active with LEO and continue her work on our members' behalf. Although the settlement is a compromise, Kirsten is satisfied with it.

### ► LEO Officer Elections

Union elections will take place this fall, with the full slate of offices open. There are four Union-wide offices (President, Vice-President, Treasurer, Secretary) and four Campus Chair positions (two in Ann Arbor, one each in Flint and Dearborn). Candidates for officer positions require twenty signatures total from at least two campuses to appear on the ballot. Candidates for the campus chair positions should contact a local Election Committee member. A complete list of requirements for each office/position will be made available by the Election Committee soon. Deadlines for submission of candidate petitions will be early in September (as required by the LEO constitution).



#### LEO Links

leounion.org

theleosshare.blogspot.com

twitter.com/leounion

Facebook:  
Lecturers'  
Employee  
Organization

LEO office:  
734-995-1813

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### LEO Fall Calendar

August 6	Tentative Agreement signed
August 24	Contract ratification package/ballots mailed to members
September 8	Flint Membership Meeting 1-3pm, location tba
	Dearborn Membership Meeting 4-5:30pm, SSB Conference Room, 2nd floor
	Ann Arbor Membership Meeting 5-6:30pm, LEO Office, 330 East Liberty, #3F
September 10	Deadline for contract ratification ballots due in LEO office by 5pm
October 2	One Nation March on Washington see <a href="http://www.onenationworkingtogether.org">www.onenationworkingtogether.org</a>
December 4	LEO Annual Convention, Ann Arbor time/place tba