

The Right Flier

Newsletter of the WSU-AAUP

Volume 3, Number 1, October 2002

What's New & Improved in Promotion & Tenure

By Mel Goldfinger
Grievance and Contract Administration Officer

Here is a summary of new and improved features of our Promotions & Tenure (P&T) system (Article 13).

1. Assured record keeping in department or college: critical documents will be maintained so that you and your department P&T Committee have ready access.
2. The material YOU the candidate submit (your basic information) is now called THE DOCUMENT. Then, this plus documents that are added in subsequent assessments (including your rebuttals if any) is called THE FILE.
3. Hiring letters will be more explicit as to what is expected of the new professor plus what resources shall be made available. Recall that letters of job offer will include the department/college criteria for promotion and tenure.
4. Along with copies of already-published scholarship (if appropriate), the applicant must include complete copies of manuscripts which have been submitted for extramural assessment (including book or monograph, book chapter texts, papers in review or in press). These must also be listed in the document's CV component, and submitted in time for the department's P&T document submission cut-off date. Anything submitted after this date does not count towards this P&T decision.
5. The candidate may submit a rebuttal, but the rebuttal is now limited to 15 pages (including supporting material) at each stage of the process. References may be made to other material, not specifically included in the rebuttal's 15 pages, with an indication as to where this material may be found (such as in an appendix).
6. Extra material may be submitted as an "Appendix". The department P&T Committee uses this material. But, only the dean decides if any of it goes on to the college and university P&T committees. However, your rebuttals can allude to material in the Appendix.
7. New, clarified grounds for dismissal of probationary Bargaining Unit Faculty (Article 13.3.2.3).
8. Regarding the P&T Appeals Committee:
 - a. composition is 3 Bargaining Unit faculty members + 3 administrators
 - b. 2 co-chairs (1 Bargaining Unit Faculty + 1 administrator)
 - c. three or more votes are required to call any witness (including the appellant)
 - d. if the vote on the final recommendation is not unanimous or is tied, the minority may file its own dissenting report

As a whole, Article 13 provides for objective assessments of the accomplishment records of P&T applicants. But – and this is a BIG BUT – the entire system is based upon the criteria delineated in your department's Bylaws. To assure that these contain criteria you support, please participate in your department's Bylaws-writing process and work diligently with your dean(s) and the Faculty Governance Committee so that your Bylaws are completed by New Year's Eve (see Article 10.4.8.4). However, you can be assessed under the *old* criteria (which often were not written and often were variable in practice). As always, if you have any P&T questions or problems, please do contact WSU-AAUP anytime at x3608 (union office) or x4180 (Grievance Officer).

Message from the President

I want to welcome you to a new academic year and a **new contract!** We successfully negotiated a contract with the administration that was approved by a large majority of our members over the summer. This newsletter is dedicated to informing you about changes in this new contract, with special attention placed on changes in the Promotion and Tenure process and changes in Health Care Benefits. Our highest priority in negotiations was compensation and, as you can see in our report on contract highlights, we obtained a compensation package which is enviable in these times. I want to thank all members who volunteered their time to participate in the negotiation process. We could not have been successful without you!

Adrian Corbett

FALL CHAPTER MEETING
Noon -- Friday, November 22, 2002
Location to be announced.

Mail to:

Highlights of the New Contract

By Rudy Fichtenbaum
Chief Negotiator, WSU-AAUP

This article will review provisions of our new contract dealing with salary, professional development leaves and faculty governance. Changes in health benefits and the promotion and tenure procedure will be dealt with in separate articles in this issue.

One of the primary goals in negotiating our new contract was to make up some of the ground we lost with respect to compensation. Although we will have to wait to see how our sister institutions do over the next three years, there is a high probability that we will close the salary gap that emerged during our first contract.

The raise in the new contract has four components. The first component is the across-the-board raise. Every continuing member of the bargaining unit will receive the across-the-board increase each year of the contract indicated in the table below.

The second component is the merit increase. There will be a merit pool for the Lake Campus, a merit pool for the College of Nursing and Health, and a merit pool for each individual academic department in the other colleges. All merit raises are calculated using the formula in Section 11.7 of the contract. The formula divides the merit pool in each department in half. Half the pool is distributed according to the principle that people with the same overall merit scores will receive equal dollar increases. The other half of the pool is distributed according to the principle that people with the same overall merit scores will receive equal percentage increases. This mechanism of dividing the merit pool is unchanged from the first contract.

The third component is the equity increases which occur only in years two and three of the contract. Equity money will be distributed at the department level in 2003-04 and university-wide in 2004-05. Equity raises are designed to adjust member's salaries that are below market levels or are proportionately lower than others in their department in ways that cannot be explained by rank, seniority or performance. All equity raises must be approved by both the administration and the WSU-AAUP. Any money from this pool that is not distributed for equity will be added to across-the-board raises.

Component	I. ATB	II. Merit	III. Equity
2002-03	1.8%	1.5%	
2003-04	1.5%	1.5%	0.4%
2004-05	1.5%	1.5%	0.4%

The fourth component of raises is the market adjustment given to each rank. This money is distributed as a dollar amount and like all other components of the raise is added to base salary. The table below shows the market raises for each rank broken down by academic and fiscal contracts.

Component IV	Assistant		Associate		Professor	
	Acad	Fiscal	Acad	Fiscal	Acad	Fiscal
2002-03	\$125	\$153	\$1,130	\$1,381	\$1,100	\$1,344
2003-04	\$125	\$153	\$1,100	\$1,344	\$1,100	\$1,344
2004-05	\$125	\$153	\$1,000	\$1,222	\$1,000	\$1,222

In addition to the raises to base salary, the new contract should keep summer compensation at its current level even after conversion to a four credit hour base. Moreover, it dramatically lessens the chance that summer salaries will be reduced due to low enrollment in a class. Such reduction can occur only undergraduate enrollment falls below 10 or graduate enrollment falls below 7. In the event that a faculty member's salary is reduced it must be no less than 60 percent of the amount the faculty member would have received if the class had been at or above the enrollment limit. We also have a new protection in the contract concerning summer classes. If the University schedules a class during the summer it will not cancel the class unless enrollment in an undergraduate class falls below 15 or enrollment in a graduate class falls below 8. Finally, in the old contract the University was free to depart from the summer salary formulas for "curricular, and/or enrollment management reasons" and all they had to do was notify the faculty member or the WSU-AAUP upon request. In the new contract the University cannot depart from the summer salary formulas without the agreement of the WSU-AAUP.

The new contract also increases the number of professional development leaves. In the past, the number of professional development leaves was calculated by taking 12% of the eligible faculty in a college. Under the new contract, the number will be calculated by taking 15% of the eligible faculty. In addition, there will be an increase in the supplemental quarters from 18 under the old contract to 25 in the new contract.

The new contract also strengthens faculty governance. It requires bargaining unit faculty participation in both informal and formal reviews of department chairs and deans. It also requires that all bylaws be finished by December 31, 2002.

In summary the new contract provides significant increases in pay designed to close the salary gap that emerged between faculty at Wright State and other state supported schools in Ohio during our first contract. In addition, it expands the number of professional development leaves and strengthens faculty governance.

Medical, Dental and Vision Benefits in the new Contract

By Adrian Corbett, President

The new Contract only lists **changes** to benefits established in our first Contract. **We still have the following benefits:**

Maintenance Drug Benefit (for prescription written for between 30-90 days)

Drug	Copayment
Generic drug	\$12
Brand name drug with no generic substitute	10% of cost (minimum \$22)
Brand name drug with suitable generic	10% of cost (minimum \$60)
Three cycles of oral contraceptives	Same as other generic or brand name drugs *
Up to 18 Viagra pills during a 90-day period	Same as other generic or brand name drugs *
Injectible infertility medications	50% of cost*

* Available through Wright State Pharmacy and not through Express Scripts, Inc.

Drug Benefit under Medical Insurance Carrier (HMO or PPO plans)

Previous Drug Benefits	United HealthCare	Current Drug Benefits	Anthem
Drug	Copay	Drug	Copay
Generic Drug on Formulary	\$7.00	Generic Drug on Formulary	\$8.00
Brand Drug on Formulary	20% (min \$10, max \$30)	Brand Drug on Formulary	\$25.00
Brand Drug off Formulary	Total cost up to \$40	Brand Drug off Formulary	\$40.00
Drug purchased from an Out-of-network pharmacy	30% of cost (available in PPO only)	Drug purchased in an Out-of-network pharmacy	50% of cost (available in PPO only)

New contract language says that you will never pay more than the full cost of the drug, even with copays.

Other Changes in Medical Insurance Coverage:

As many of you have doubtlessly heard, the cost of medical insurance is rising rapidly. United Healthcare claimed it was paying out more money than it was taking in from the overall university unit in the year 2001- 2002 and was looking at a 25% increase in premiums for the upcoming year (beginning July 1st of 2002). The university instituted some increases in employee copays on January 1st of 2002 **for all employees outside of the faculty bargaining unit** as follows:

- 1) office visits: went from \$10 to \$20 for the United Healthcare and from \$5 to \$15 for the HMO 750;
- 2) Urgent Care visits: went from \$10 (United Healthcare) or \$25 (HMO 750) to \$35 (for both);
- 3) Emergency Room visits: went from \$50 (both United Healthcare and HMO 750) to \$75
- 4) United Healthcare and HMO 750 participants had an additional \$250 copay if admitted into a network hospital

During this same period of time, the University also imposed on employees outside of the bargaining unit changes in the out-of-pocket maximum for the PPO: An individual would now pay \$1,250 for in-network and \$2,000 for out of network. These represent a \$500 increase over the previous out-of pocket maximums for an individual. A family would now pay \$2,500 for in-network and \$4,000 for out-of-network, representing a \$1000 increase over the previous out-of-pocket maximums for a family.

Because the bargaining unit faculty were still under our first contract until June 5 of 2002, the university could not unilaterally impose the above changes on the bargaining unit faculty, so we saw no changes in our copays for these same services or on our out-of-pocket maximums. However, once negotiations got around to healthcare, the administration wanted to have the above changes in copay and out-of-pocket maximums apply to the bargaining unit faculty in the new contract, so that coverage for all university employees would again be similar. We eventually agreed to these changes, ***beginning January 1, 2003. Because we have a contract, the bargaining unit faculty were able to put off these changes in co-pay and out-of-pocket maximums for an entire year, unlike the rest of the university employees.***

During negotiations, United Healthcare could not guarantee that it would enter into a contract with the Premier Health Partners, doctors who work in Miami Valley Hospital and Good Samaritan Hospital. The University asked for bids at this point and Anthem provided a lower bid and already had contracts with both Premier Health Partners (Miami Valley and Good Samaritan doctors) and the UMSA group (University associated doctors) for the period under question. So, to provide similar coverage (particularly in hospital access) to what the employees of the university had previously, the University ***had*** to change to Anthem.

The change to Anthem brought some small changes in our benefits, which are outlined below:

- The HMO system is a gatekeeper system: therefore you must identify a primary care physician and any referrals to other doctors must occur through the recommendation of your primary care physician
- Hospitalization in the PPO simply costs 10% of the eligible charges within the network up to out-of-maximum, not 10% + \$250 as it was for non-bargaining unit University employees under United HealthCare

- In the HMO system, Hospitalization costs \$250 within the network only, which is applicable to your out of pocket maximum.
- All prescriptions drugs have a dollar charge, rather than a percentage charge with a dollar maximum in our old coverage with United Healthcare. Given the rapid changes in prescription drug cost, a simple dollar charge is preferable.
- Mental health physicians must be selected for the patient by the Magellan group for in-network coverage. For mental health/substance abuse in Anthem, we have a combined maximum of 60 inpatient days **and** 60 outpatient visits in a year within the network (PPO and HMO). Outside of the network (PPO only), we are allowed 10 visits on an outpatient basis/year and a combined maximum of 60 days inpatient with in-network and out-of network. So if I use 60 days in-network then I have no additional day for use out-of-network. Our copay for outpatient visits within the network now **matches** our copay for doctor office visits within the network: in our old coverage, outpatient visits for mental health costs in network exceeded doctor office visits previously.
- For outpatient therapy (physical therapy), Anthem now covers 60 visits (combined network and non-network maximum) with a \$20 copay (beginning January 1, 2003). Our old insurance covered 45 visits with a 20% copay. Speech therapy is limited to 20 visits. Spinal manipulation (chiropractic) is limited to 12 visits.
- There is no maximum limit on skilled nursing with Anthem

We STRONGLY advise faculty to determine whether their physicians and preferred hospital are within the Anthem network. If you choose an out-of-network physician and/or hospital you should understand that the doctor and/or hospital CAN bill you for additional charges (usually for charges which Anthem considered non-eligible) which CAN exceed your out-of-pocket maximum. Within the network, Anthem will fully cover any eligible charges that exceed your out-of-pocket maximum.

Dental Insurance:

The annual maximum benefit for each covered person for all expenses other than orthodontia treatment rose from \$750 (previous contract) to \$1000 (this contract). The maximum lifetime benefit for orthodontia for each eligible child rose from \$750 (previous contract) to \$1000 (this contract).

Vision Insurance:

The contract says that we have substantially the same coverage as in the previous contract but with the following changes:

- Each insured individual now has a benefit for lenses once in a calendar year for a copayment of \$10 when provided by a vision plan network provider. **Please understand that certain options in lenses, such as no-line bifocals, are not covered by this copay. Always ask to see what will be covered by the insurance BEFORE you agree to purchase a particular set of lenses.**
- Each insured individual has a benefit for eyeglass frames once in two calendar years for a copayment of \$15 when provided by a vision plan network provider. **Please understand that this copay only fully pays for a minimal eyeglass frames...if you choose a more expensive pair of frames, you must cover the difference in price.**
- Each insured individual has a benefit for elective or medically necessary contact lenses once in a calendar year in place of the benefit for prescription eyeglass lenses.

Contribution Toward Health Care Premium:

Finally, the union agreed to some share of the increase in health care costs, so that we could get the compensation package that we wanted. The following are the changes in employee contribution toward the health care premium on a monthly basis:

Single Employee	January 1, 2003	January 1, 2004	January 1, 2005
Blue Preferred Primary (HMO)	\$16.00	\$19.00	\$23.00
Blue Access or Blue Traditional (PPO)	\$28.00	\$31.00	\$36.00

Employee plus one dependent	January 1, 2003	January 1, 2004	January 1, 2005
Blue Preferred Primary (HMO)	\$31.00	\$37.00	\$46.00
Blue Access or Blue Traditional (PPO)	\$48.00	\$55.00	\$64.00

Family	January 1, 2003	January 1, 2004	January 1, 2005
Blue Preferred Primary (HMO)	\$45.00	\$53.00	\$64.00
Blue Access or Blue Traditional (PPO)	\$66.00	\$75.00	\$87.00

These represent the employee contributions based on an annualized salary of \$50,000 or more. For those faculty who have a 9-month base salary less than \$40,910, Article 23.1.4. will apply to help offset the additional cost of the health care premium.