

## **Memo to: Faculty and Academic Staff**

**Q: “What Price Justice?”**

**A: \$12,000**

It's not easy putting a value on due process, but its cost comes to something like \$12,000 in a landmark case we just won before a neutral, third-party arbitrator. The cost is worth it when you consider what was at stake.

We argued in our presentation to the arbitrator that the AAUP-AFT collective bargaining agreement protects all faculty and academic staff, including the non-tenured, against arbitrary and unilateral changes in their working conditions. The Administration, on the other hand, argued that non-tenured personnel can be subjected to new and unilateral terms of employment in their term-renewal contracts, even when these terms violate the collective bargaining agreement.

We won the case, and so did faculty and academic staff across the campus. The arbitrator noted as much in his decision upholding our position, commenting that even though the case originated as an individual grievance in the College of Nursing, its implications applied to “assignments of term contract employees throughout the university.” (For more on the arbitrator's decision, see the reverse of this memo.)

It cost us \$12,000 to win this case, including our share of the arbitrator's fees and expenses, court recorder costs, staff time, and legal expenses preparing the case. The money is well spent, in our opinion, since it protects the contractual rights of all academic personnel at Wayne State, especially those in greatest need of protection—non-tenured personnel on term agreements.

Unfortunately, however, the burden of these costs is not evenly distributed among those who benefit. The truth is, our members pay the bills while non-members take the benefits— for free. By not paying their fair share of protecting due process, non-members force their colleagues to pay higher dues. Once they know what is at stake, it's hard to find anybody who thinks that such “free riding” is fair.

If you are a non-member, we hope you will join us as we prepare for the upcoming round of negotiations for a new collective bargaining agreement. We will be negotiating your pay, your benefits, your rights. We hope you will join us and help support due process and collegial decision making at WSU. Strength in numbers give us strength at the bargaining table.

Thank you for taking the time to read this memo. We hope you will take a few minutes more to fill out the accompanying membership forms.

The AAUP-AFT Executive Board

## Grievance #205

If the Administration had prevailed in the arbitration of this grievance, it would have established a dangerous precedent. In this particular case, the College of Nursing sought to impose mandatory spring/summer teaching on three non-tenured faculty without convening a bi-lateral committee of faculty and administrators to consider alternative plans for within-load assignments. Such a committee is required under Article XXXIV of the collective bargaining agreement when there are no volunteers for the spring-summer teaching and when the assignment therefore has to be mandatory. If the two sides meeting in committee cannot agree on a plan for such within-load assignments, the contract calls for them to submit their alternatives to an arbitrator.

The Administration argued that it could ignore this due process and impose mandatory assignments on non-tenured faculty simply by adding spring-summer teaching to their term-renewal contracts— this would not be a “mandatory” assignment requiring a bi-lateral committee, the Administration argued, “because a person can always avoid the teaching by refusing to accept the contract” (quoted page 9 of the arbitrator’s decision).

The arbitrator dismissed this claim in no uncertain terms: “The University argument ignores the fact that the cost of exercising freedom to reject the contract was a termination of employment, a loss not only of money but a familiar environment... built up over years of continued employment. It blinks reality,” the arbitrator continued, “to simply say the grievants were free to reject contracts, and therefore the spring-summer assignments were not mandatory” (page 10).

As a remedy, the arbitrator has ordered the Administration to comply with the contractually specified process for addressing mandatory spring-summer teaching.