



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

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## "What Have You Done for Me Lately?"

If you ask yourself this question concerning the AAUP-AFT's work in recent months, the answer - or answers - might surprise you.

**"It was the best of times..."** On the one hand, we have engaged in constructive dialogue with a university president who does not micro-manage his subordinates or proclaim himself beyond the reach of collegial governance. In the last year, the joint union-administration committees mandated in the last round of collective bargaining have developed collaborative responses to a wide range of issues, including distance learning, medical benefits, and the university's over-reliance on part-time faculty.

**"It was the worst of times..."** On the other hand, President Reid and Provost Bantz are only the tip of a bureaucratic pyramid administered by a battalion of vice presidents (24 in all!), associate provosts (5), deans (13), assistant/associate/deputy deans (47 in all), and so on - a total executive corps of 300 administrators who exhibit the widest possible range of managerial competence, or lack of it. When one of these subordinates oversteps the bounds of fair practice,

President Reid and/or Provost Bantz sometimes prescribe remedies that we favor. But oftentimes they (like many CEOs) will defer to fellow managers, even when these administrators are ignoring collegial practice or violating the collective bargaining agreement.

***The truth is, we are pursuing more grievances on behalf of our members than at any time in recent memory.*** Apparently, some newly installed administrators know

little about the collective bargaining agreement, and they apparently get precious little guidance. At the same time, some long-standing administrators don't seem to care what's in the contract - and they apparently get rewarded for it.

In either case, we are often able to resolve these matters through informal discussion with the administrators involved. Where this fails, we either pursue a formal grievance and, when necessary, take the case before an impartial arbitrator; or, when the contract language doesn't cover the matter, we bargain in the next round of negotiations for improved language.

**Take a look on pages 2-4 at some of the issues we are currently addressing**

Which means that even when you are not being directly represented in these cases, you are still being represented by the union - in the formal negotiations, the informal discussions, the committee meetings, the grievance hearings, and the arbitration cases that codify and protect due process and fair treatment at WSU.

***"Will Teach For Food"***

***Competitive Bidding on Summer Teaching***

Article XXXIV of our contract requires that faculty who teach spring-summer courses be compensated at a rate of 3% of their nine-month salary per credit hour. However, in some colleges only a few of the full-time faculty who volunteer are hired - it is simply cheaper to employ part-timers or graduate students. Senior faculty members who want summer teaching are understandably frustrated when administrators announce that the 3% rule makes them too expensive, and several faculty members in one college recently responded by agreeing to teach for less. Some administrators argue that this is their individual right. The problem, of course, is that individual "bidding" inevitably produces a race to the bottom, forcing all other "bidders" to lower their pay as well. Where would it end - *"Will teach for food"*? For this reason, the union intervened and persuaded all concerned that collective bargaining is preferable to individual begging. We will address this issue in the next round of negotiations.

***"Yellow Dog" Term Agreements  
Mandatory Spring-Summer Teaching***

Administrators in another division of the university are insisting that they can obligate non-tenured faculty to teach in the spring-summer within load. In doing so, these administrators have also violated Article XXXIV of the collective bargaining agreement, which requires, a) that the college or school

first convene a joint committee of administrators and unit faculty to determine if such a requirement is necessary, and b) if it is necessary, that nine-month faculty who are obligated to teach in the spring-summer will have their load reduced in the fall-winter. The administration claims that this language only applies to tenured faculty and that they can force non-tenured faculty to sign individual term contracts that violate the collective bargaining agreement. Labor historians would term these "Yellow Dog" agreements, similar to practices in the 1920s that forced individual workers to sign away their rights as a condition of employment. We are presently taking the case through the grievance-arbitration process and anticipate that this issue will also be on our negotiating agenda next year.

***"Give an Inch, Take a Mile"  
Fractional Tenure for Non-Clinical  
Faculty***

In 1992 and 1994 bargaining, the Adamany administration asked the union to make an exception to contract language that prohibited "fractional tenure" - that is, tenure that protects less than 100% of a faculty member's salary. The administration wanted to make an exception for clinical faculty in the School of Medicine (SOM) who were performing clinical duties in affiliated hospitals and were compensated accordingly out of SOM's practice plans. We agreed to this *sole* exception, as specified on page 145 of the collective bargaining agreement. The School of Medicine has unilaterally expanded this exception to include newly hired non-clinical faculty by giving them joint appointments in a clinical department - with fractional tenure of only 25%. As the administration should know, we never intended that PhD-prepared faculty would be

subject to fractional tenure, and we have notified the SOM that we regard this use of joint appointments as a subterfuge. If SOM persists, we will have to file a grievance and take it to arbitration. In any case, this too will be on our bargaining agenda next year.

***"You are required to volunteer"  
Mandatory Participation in the  
Practice Plan***

In a continuing case that began over two years ago, non-tenured faculty in the Psychiatry Department were informed that, to be renewed, they had to either join the Practice Plan or comply with a policy that prevented them from engaging in any outside consulting. In effect, they were being pressured to join the Practice Plan in violation of official university policy specifying that it is voluntary. In fact, when the AAUP some years ago sought to negotiate improvements to the Practice Plan, the Michigan Employment Relations Commission ruled that the administration did not have to bargain the Plan precisely because it was supposed to be voluntary. We filed a grievance and the administration conceded the point - new contracts, we were told, would restore the voluntary nature of the Plan and abide by university policy permitting one day a week of outside consulting. In the meantime, however, four non-tenured members of the Department who were not participating in the Practice Plan were selectively reduced in load, making them fractional employees, while others who joined the Practice Plan were not reduced. We have taken the case to arbitration and are confident that the arbitrator will rule against this discriminatory and punitive policy.

***"An Exit Strategy for Incompetent  
Management"  
Outsourcing Financial Aid Duties***

The University loses students because of

inept management in the Office of Scholarships and Financial Aid (OSFA). Over the last four years, the administration has bounced OSFA around the organizational chart, from the Division of Student Affairs, to the Division of Marketing and Communications, and, most recently (May 2001), to the Division of Student Development and Campus Life (formerly the Division of Student Affairs). The confusion over OSFA's role has been further compounded by a continuing turnover in administrators - there have been six directors and interim directors of OSFA in the last 15 years. Add in chronic understaffing, continual changes in assigned duties, and high turnover in poorly paid entry-level positions, and there is little wonder that academic staff in OSFA are demoralized and frustrated. Apparently unwilling to solve these problems, OSFA's current administrators would rather bail out: incoming calls for basic information on Financial Aid are now answered by contract workers in *Texas*; certain advising and counseling duties are now assigned to contract employees of Atlanta-based "Financial Aid Services"; other duties of OSFA's academic staff are assigned to clerical workers or administrators. We have filed grievances under Article II, Section B of the contract, which prohibits arbitrary changes in classification and requires that changes in the functions of existing classifications be discussed with the union and its members. We are also pursuing an Article XXIV "Review of Professional Duties" related to OSFA.

***And so on....***

These examples underline the degree to which the work of the AAUP-AFT is ongoing, addressing critical issues that define the quality of our worklife - even when it is just an "individual" grievance or departmental issue. There

continued on pg 4.

are many more such examples, and an even larger number of cases where the issue never becomes a grievance because our intervention clarifies the proper procedure or specifies the contractual rights of individual members of the bargaining unit.

*In other words, our informal discussions also help administrators avoid policies or practices that violate the collective bargaining agreement. Some of the issues that we will be monitoring on a day-to-day basis include:*

#### **Term Contracts**

Some administrators are unaware or unconcerned with the procedures stipulated in the collective bargaining agreement for term renewals or notice of non-renewal. Term renewals "under normal circumstances" must be multi-year, and non-renewals must be communicated with adequate notice. See pages 62-69 of the contract.

#### **College of Lifelong Learning**

The pending reorganization of CLL raises a whole host of questions for the college's faculty and academic staff. We are monitoring the process and paying particular attention to issues concerning job security.

#### **ESS Factors**

Some administrators are unaware or unconcerned that academic staff applying for Employment Security Status are supposed to be evaluated according to agreed-upon "factor statements" that specify the particular measures of job performance and professional achievement relevant to the mission of each unit. ESS candidates are not to be evaluated according to the administrator's personal agenda, nor are they to be compelled to demonstrate achievement in scholarship. See pages 69-73 of the contract.

#### **Tenure and Promotion**

Denial of tenure or promotion is not grievable on the merits, but there are carefully specified procedures for due-process and peer review that must be followed. See Articles XXII and XXIII of the contract.

#### **Distance Learning Contracts**

In this uncharted realm of higher education, the AAUP-AFT has been working with the administration to develop consensus standards for work on distance learning projects and courses. In the meantime, however, some unit administrators have unilaterally drafted their own contracts, some of which fail

to protect members' interests with respect to copyright, compensation, and/or workload. See our report on Distance Learning in the March 2001 *Newsbriefs*.

#### **Selective Salary Pool**

These are not always funded correctly, and some administrators forget to even submit salary recommendations, meaning faculty get no selective pay - until we intervene.

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**To Our Members**, we extend our thanks for your support and an invitation to become active in the preparation for next year's collective bargaining. We will be holding an off-site meeting the morning and early afternoon of **Saturday, October 13** for all interested members. Let us know if you'd like to join this important meeting.

**To Non-Members**, we invite you to join us. We represent you already, in all the ways indicated here, and more - salaries, benefits, due process. Don't be a Free Rider! Contact us (see the front-page masthead for phone, email, & web) and help strengthen our union.