



Representing Wayne State Faculty and Academic Staff

NEWSBRIEFS

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Another Dues Decrease As "Fair Share fees" Are Implemented

For the second time in three years, the AAUP-AFT is lowering membership dues. We did so three years ago as we recruited more members, and we do so now as we implement the new contract provision for Fair Share fees. The new rate will be 0.009 of gross salary, down from 0.0095. Dues will soon be 10 percent lower than they were in 1999, when they equaled an even 1% of gross salary. [Note: these rates only apply up to a cap of \$97,920 for twelve-month employees and \$81,600 for nine-month employees.]

Fair Share Fees

Implementation of Fair Share fees begins this month for new hires and current employees with less than one year of service. As the Fair Share provisions in the new collective bargaining agreement are introduced in stages over the next three years, the union's legal obligation to represent all faculty and academic staff will be matched by an equivalent obligation for all who benefit to support their fair share of the cost.

Current union members are not affected by these new provisions, except for the welcome decrease in dues as financial support for collective bargaining widens. After shouldering the entire cost of union representation for three decades since the

1972 union vote, members can now look forward to a more equitable distribution of these costs across the entire academic workforce.

The cost of representation can be substantial, as enumerated in the accompanying article (p. 3) describing the successful reinstatement of Dianne Hayward's term contract in the College of Nursing. The total cost to the union of the two grievances and the arbitration hearing that we pursued on Dianne's behalf comes to more than \$15,000. It is money well spent, since we defended due process and fair treatment for a non-tenured employee with an exemplary work record.

The principles we protected in this case apply to faculty and academic staff across the university – and now, with Fair Share, so do the costs.

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Frequently Asked Questions...

About Union Membership & the Fair Share Fee

Who is protected by the union contract at WSU?

Everyone among the faculty and academic staff who works half time or more, including new hires. By Michigan law and by our own principles, the AAUP-AFT automatically represents all academic personnel at Wayne State.

Why is there a union?

In 1972, faculty and academic staff voted by an overwhelming majority to establish collective bargaining at Wayne State. Under the election proceedings of the Michigan Employment Relations Commission, 85% of those voting and 66% of the total eligible to vote cast a ballot for union representation. The "no union" tally was only 15% of the vote and just 12% of all faculty and academic staff.

What does the union negotiate?

In addition to salary minimums, benefits, and annual increases, the union negotiates for the individual protections that were so lacking before 1972. Absent the union, there was no university-wide standard or legally binding due process for such things as tenure, promotion, and layoffs – wayward administrators could unilaterally impose whatever process suited them. Under the collective bargaining agreement we have since negotiated and revised, procedures are codified and members can seek union representation – formally and informally – when they believe their contractual rights have been violated. In addition, the AAUP-AFT contract is the last line of defense for the academic freedoms and collegial governance that have traditionally defined our profession.

Does everyone have to join the union?

While all faculty and academic staff are encouraged to become members of the AAUP-AFT, there is no obligation to join the union. Those who do not wish to become members can pay a "Fair Share" fee that is 90% of dues, covering their share of the cost of union representation. Those who decline to pay either dues or the Fair Share fee will still be protected by the contract, but are obligated to pay an amount equal to 110% of dues (100% for those hired before September 1995) into a designated university-wide scholarship or research fund. Failure to meet any of these obligations will result in a two-day layoff and a corresponding loss of pay.

Is Everyone Immediately Covered by the Fair Share provision?

No. For now, it applies to new hires and current employees with less than one year of service. Phase-in of Fair Share will apply to all faculty and academic staff according to the following schedule:

- * **September 1, 2003:** all faculty and academic staff hired after Sept. 1, 1999;
- * **September 1, 2004:** all faculty and academic staff hired after Sept. 1, 1995;
- * **September 1, 2005:** all faculty and academic staff hired before Sept. 1, 1995.

Would individuals pay the Fair Share fee even if they don't call on the union for representation?

Yes. Even those who have no reason to call for the union's direct representation at any one moment are still being represented – 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. "Policing the contract" is a lot like "general police protection": if it is effective and impartial, it is also invisible, since violations of the contract are discouraged and fair practices are reinforced.

What are the advantages of membership?

Only union members who pay full dues are eligible to vote in union elections for new leadership and to ratify revisions to the collective bargaining agreement. They also receive the magazines and bulletins of the AAUP and the AFT, and can take advantage of non-contractual perks that are available to members only. These include a wide range of discounted prices for everything from legal services to home mortgages to restaurant dining. In addition, dues-paying members are automatically covered by the AFT's occupational liability insurance for claims up to \$1 million arising out of their professional activities. For more information on these members-only benefits, call 577-1750.

Member Reinstated After Union Files Second Grievance Settlement Reverses Denial of Term Renewal and Protects Non-Tenured Across Campus

As it turns out, "justice delayed" isn't always "justice denied"—even when it takes three years, two grievances, one arbitration hearing, and more than \$15,000 in legal costs and staff time for the union to win it.

With the resolution of this prolonged dispute, Dianne Hayward, a non-tenured member of the faculty in the College of Nursing, will be able to continue her teaching career at Wayne State with a new two-year term agreement, thus reversing the Administration's initial refusal to renew her contract.

This final chapter in the union's defense of the collective bargaining agreement began ten months ago at the point when it really should have ended: with the successful resolution of the first grievance that we had filed on Dianne's behalf. At the time, we couldn't know that the union's success in winning a favorable ruling from a neutral arbitrator, instead of ending the matter, would lead to Dianne's termination.

We immediately filed a second grievance on her behalf, charging that the Administration was retaliating for Dianne's filing – and winning – the first grievance.

First Grievance

In this particular case, the College of Nursing sought to impose mandatory spring/summer teaching on three non-tenured faculty without convening a committee of faculty selected jointly by the Provost and the Academic Senate 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 Dianne Hayward and two other lecturers 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).

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."

Second Grievance

Having won the principle, we were in danger of losing the battle – and Dianne – when the Administration responded to the arbitrator's decision by refusing to renew her term agreement. Instead of the multi-year term renewal that the contract calls for in cases like Dianne's, the Administration offered only a one-*semester* contract for the Fall of 2002, and even that was after the initial hearing of the grievance.

While the union cannot file grievances over non-renewals based on legitimate considerations of merit or departmental needs, it can and will in cases where due process has been ignored or where, as in this case, non-renewal is a retaliatory measure designed to discourage future grievances.

At the Step 1 hearing for this second grievance, the Assistant Dean assured everyone that there was no retaliatory intent—the College of Nursing (CON) simply did not require Dianne's services, and the college's strategic plan required that the CON hire only PhDs. The union argued that both of these statements were false: according to our review of the evidence, the faculty never voted on such a PhD-only rule, and the College of Nursing had, in fact, replaced Dianne with people who also lacked PhDs. Failing to agree on these matters, the union and the Administration took the dispute to a Step 2 hearing before a neutral arbitrator.

In the meantime, however, it appears our arguments on Dianne's behalf had turned some heads in the Administration. The weekend before the Step 2 hearing, the CON indicated they were prepared to settle the case, and the final result was a two-year contract renewal starting in the fall of 2003.

Welcome back Dianne, and thanks for your principled and successful defense of the collective bargaining agreement.

MEMBER-ONLY BENEFITS

Three of the member-only benefits available are featured below.
For more details, contact the AAUP-AFT Office @ 313-577-1750.

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