



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

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January 12, 2004

Happy New Year

## Who Will Fix Financial Aid?

### As Another Director Resigns, Administration Sets New “Lows” for Contract Violations

Many people returning from the Holiday break were surprised to hear of the Director’s sudden resignation in the Office of Scholarships and Financial Aid (OSFA). Some assumed that his departure stemmed from the recent public scandal in which, as reported in *The South End*, an administrative assistant in OSFA exacted cash payments from scholarship recipients to pay for, of all things, a dinner honoring the scholarship program.

As it turns out, that event is only the visible tip of a pattern of mismanagement stretching back over many years—and many Directors. The resignation of both the current Director and the offending administrative assistant may close the book on a public scandal, but they do not resolve the many on-going violations of the collective bargaining agreement that exemplify the same disregard for due process and responsible management .

Directors come and go in OSFA with depressing frequency: a total of 9 (including interim and acting directors) over the last 16 years. The university Administration is ultimately accountable for this unusually high level of turnover, and for the long and dismal record of mismanagement that has accompanied it. Students and employees at WSU deserve better.

#### The Grievance File

The list of current contract violations in OSFA covers the waterfront, from issues of job security and due process, to fundamental questions concerning collegial governance and the anti-union animus of some administrators. As compiled by the AAUP-AFT’s Grievance Coordinator for academic staff (Lothar Spang from Libraries) and Contract Implementation Officer for academic staff (Barbara Jones from OSFA), the

grievance file includes the following cases:

#### Improper Non-Renewal of Term Contracts

Three Financial Aid Officers (FAOs) were improperly denied renewal of their term agreements this summer, but two of these cases could not be challenged through the grievance process because the aggrieved individuals failed to notify the union within the specified 60-day window following the violation of their contract

rights. [A lesson worth noting: when in doubt, immediately contact the union for clarification of your rights.]

In the third case, the individual had received excellent evaluations from

administrators and colleagues, but was told nevertheless that her term contract would not be renewed. When pressed on his reasons for non-renewing this particular FAO’s contract, OSFA’s Director said it was “because we are going in different directions.”

Unfortunately, the union cannot grieve a non-renewal simply because management is vague, unfocused, or mean-spirited, even when the resulting turnover in FAOs undermines morale and efficiency. (Under Michigan labor law, an employee may be non-renewed for no specified reason, so long as there is no evidence of discriminatory intent.) But in this case, the Director had improperly counted the number of years the employee had been at Wayne and had terminated her a year early. She should have been given a multi-year contract that would have carried her to the five-year threshold where she would be eligible for Employment Security Status (ESS). Furthermore, while this individual, a Latina, was denied

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renewal, a white FAO with a similar history of employment and evaluation was renewed. We believe both individuals deserve renewal.

As specified under the collective bargaining agreement, we are taking the case to arbitration before a neutral third party and asking for a binding decision that a) the improper non-renewal be overturned and b) that the grievant be granted ESS.

### **Improper Transfer of Work**

While individual FAOs suffer arbitrary treatment at the hands of OSFA administrators, the entire unit suffers from the systemic mismanagement and anti-union animus that has become an unwelcome tradition in Financial Aid. As reported in this newsletter, continual reorganizations and administrative turnover have plagued OSFA for over a decade, and it appears now that the university's top administrators, rather than fix the problem, have endorsed a policy that transfers work—and employment—from FAOs to administrators and contractors.

The unhappy result of this approach is a top-heavy administrative structure in which, by our estimate, there is one administrator for every 2.7 OSFA employees (FAOs and clerical-support staff). Management has even contracted with non-union phone centers in Texas and Indianapolis to take calls previously handled by FAOs.

The collective bargaining agreement prohibits management from engaging in policies that intentionally “erode the bargaining unit” by transferring work to administrators. There is little doubt that such a policy exists: the “smoking gun” that proves the point is included in the administration's blueprint for reorganizing OSFA, “Financial Aid Office Effectiveness Review,” written by consultants Gwendolyn Francis and John Gottardy. Of special relevance to the grievance we have filed concerning the erosion of bargaining unit jobs is the following passage:

When vacancies occur, we recommend that a position within each major unit on the campus be converted to a front-line, non-represented supervisory position reporting to the Assistant Director. These positions would be classified as Offices] Supervisor I or II and would manage the daily activities of the unit. This would provide the Assistant Director additional time to maintain compliance with federal and state regulations. Also, this would enable OSFA to remain functional during a work stoppage.

This anti-union policy is now being implemented in OSFA, most recently as FAOs serving the Law School and the School of Medicine have been replaced with non-represented supervisors, with no change in essential duties or responsibilities.

There is no reason to believe that supervisors performing the same work as FAOs will somehow “provide the Assistant Director additional time,” particularly when entry-level supervisors replace trained FAOs. There is, however, reason to conclude that the goal of this policy is not one that serves students or WSU employees, but serves instead the short-term interest of OSFA's besieged managers: unrepresented supervisors have no union protection and even less job security than non-ESS academic staff, and so they are less likely to challenge top-down decision making by careless administrators.

The union is waiting for management's response to our Step 1 grievance, in which we ask that a) management cease and desist from eroding or attempting to erode union-represented positions in OSFA, and b) that the work already transferred to supervisors be returned to FAO positions. Our decision on whether to take the case to binding arbitration depends on the nature of management's response.

### **Failure to Follow Bylaws**

In convening a search committee for a new Associate Director, OSFA management ignored the unit's Bylaws, which specify the procedure for selecting FAOs to participate on such a non-contractual committee. The result was an ad hoc process initiated by the Director that placed an academic staff member on the committee without the legitimate authority to represent peers. (See the accompanying article in this newsletter for details on the case, which underline the importance of unit bylaws.)

### **A Pattern of Deception**

What is especially disturbing in these and other cases is a pattern of deception in which administrators offer only vague or contradictory rationalizations for policies that, in fact, appear to be driven by a clumsy effort to maximize administrative control and stifle dissent. A recent example concerns the attempt by OSFA's Director to transfer Barbara Jones out of Financial Aid and to relocate her in Admissions. The ostensible rationale was that Dr. Jones responsibility for managing student scholarships needed to be coordinated with student recruitment. The union has pointed out that such coordination is readily available through Banner and other routine communication links, and that the transfer apparently has more to do with disposing of a tenured union rep and a frequent critic of OSFA mismanagement. Unfortunately, the Director's recent resignation

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## Unit Bylaws: Write Them, Know Them, Follow Them

Barbara Jones,  
Contract Implementation Officer for Academic Staff

Writing and adhering to bylaws may seem an arcane undertaking, but we ignore the process at our own peril. As provided for in Article XXVII of the AAUP-AFT's collective bargaining agreement, academic members of a department, school, college, division, center, or institute shall adopt bylaws to serve as the rules for that unit's internal governance, subject to the approval of the unit administrator and the President of the University. These rules determine voting rights for contractual committees (Salary, Promotion and Tenure/ESS) as well as committees and procedures for addressing professional matters.

In short, without bylaws, collegial governance is impossible. What can happen when bylaws are neglected or breached? Here's what recently occurred in the Office of Scholarships and Financial Aid (OSFA).

### A Cautionary Tale

In April 2002, Financial Aid Officers (the academic staff classification in OSFA) drafted Bylaws establishing OSFA's "Forum," the collegial body that addresses issues of mutual concern to FAOs and makes recommendations to the Director. In addition to specifying the selection process for contractual committees, the Forum's Bylaws provide for an elected Executive Committee that will, in consultation with Forum members, appoint representatives to all non-contractual committees.

Subsequently, OSFA's Director initiated the formation of one such non-contractual committee to interview candidates for a new Associate Director. However, rather than follow the Bylaws, which call for the Forum's Executive Committee to appoint an FAO representative, the Director organized his own informal "voting" process among some of OSFA's FAOs. The FAO selected in this ad hoc process had not yet worked long enough in the department to achieve Employment Security Status (ESS) and, perhaps in the view of the Director, might be less likely to voice opposition to the lack of an external search, or to the subsequent hiring of a favored candidate from within the department.

The Contract Implementation Officer for Academic Staff made four requests to the Associate Provost for Academic Personnel to ensure compliance with the Bylaws. The responses, in succession, were:

1. The person who served on the committee was elected, and therefore there was no bylaws breach.
2. Academic staff members who were not present at the initial vote were given an opportunity to vote later, and therefore there was no bylaws breach.
3. No election occurred. The process stated in the Bylaws was followed.

In response to these contradictory claims, the union provided the Associate Provost for Academic Personnel with documentation from the unit academic staff members that the process stated in the Bylaws was not followed. Instead, an FAO who was not duly sent by peers to represent them was placed on the search committee, creating the illusion of academic staff agreement with an administrative decision to place an internal manager into a higher level position.

This is part of a larger problem. The August 19, 2002 "Letter of Agreement on Bylaws" between the union and the university administration states that no later than January 1, 2003, the President and his designee would review the bylaws of all departments/schools/colleges/divisions to determine whether they are consistent with the statutes and policies of the University and the collective bargaining agreement. That has not yet occurred. However, in mid-December 2003 the Associate Provost, Margaret Winters, agreed to send a letter to deans and heads of other units that employ academic staff requesting that each unit review its factors statement and, by no later than March 31, 2004, either reaffirm its current factors statement or submit a revised factors statement. **The letter will stress that the reaffirmed or revised statement is to be written by the academic staff members in the unit and/or classification.** It will also stress the concern that the unit and division factors contain clear information on the requirements for promotion from one step to the next within a classification.

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## Who will fix Finance Aid

has not persuaded upper management that this transfer should be rescinded.

These contradictory and short-sighted initiatives to reorganize OSFA are doubly worrisome in light of the Administration's previous commitment, specified in the collective bargaining agreement of 2002, to pursue a collaborative approach in which the restructuring of academic staff positions is to be conducted through a joint labor-management committee. Unfortunately, management suspended its participation in the so-called "2N" committee on academic staff restructuring (called "2N" because, for whatever size N, the committee will be 1/2 union and 1/2 management), while pursuing the unilateral agendas described above.

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