



Representing Wayne State Faculty and Academic Staff

NEWSBRIEFS

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Financial Aid— *Again* Anatomy of Grievance 233

This time last year in our lead *Newsbriefs* article titled “Who Will Fix Financial Aid?” we chronicled the long, turbulent history of collective-bargaining-agreement violations by management within the Office of Student Financial Aid (OSFA). The article also reported the resignation of the ninth OSFA director (including interim and acting directors) in the past 16 years. We were cautiously hopeful that new leadership would bring improvement.

Within the past year, Interim OSFA Director Catherine Kay has continued the office tradition of lackluster management, including arbitrary procedures, improper assignment of duties, and disregard for due process. Financial Aid Officers (FAOs, the academic staff classification in OSFA) who question any management practice or call for compliance with the collective bargaining agreement put themselves at risk for their jobs. Management’s response to grievance 233 exemplifies the anti-union animus that continues to thrive in OSFA.

The Origin of Grievance 233

More than 18 months ago, the union became aware of an administration-commissioned report titled “Financial Aid Office Effectiveness Review.” Written by two outside contractors [then employees of Atlanta-Georgia-based Financial Aid Services] who were hired by the administration to serve as director and associate director of OSFA, the

report advocates abolishing or eroding bargaining positions in OSFA.

The report is the administration’s blueprint for de-professionalizing and eroding the FAO classification by (1) shifting certain FAO duties to management and lower-paid non-bargaining-unit members and (2) replacing FAO IIIs and FAO IIs, the top and middle ranks of the classification, with managers. Notably, the managers hired as replacements do not meet the contractually required qualifications to be hired into the

FAO II or FAO III ranks. Particularly disturbing is the administration’s denial under oath at a related grievance arbitration that a plan for eliminating OSFA bargaining-unit positions exists. When the union discovered the report, policy grievance 233 was

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filed.

Grievance 233 requests (1) the termination of the performance of bargaining-unit work by non-bargaining-unit positions in OSFA, (2) that such work be returned to bargaining-unit positions, and (3) that the management positions that replaced FAO positions be placed within the bargaining unit.

Management’s Response to Grievance 233

The administration has been reluctant to meet with the union to establish a date for arbitration of

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grievance 233. The delay has given the administration time to take action to “resolve” the grievance in a bid to look good on paper while continuing business-as-usual within OSFA.

* To “resolve” grievance 233, the administration recently hired into the FAO I ranks the same people that had previously been used, when they were clerical staff/technicians, to erode the bargaining unit by performing FAO duties. To effect these hirings, the administration called into question the credibility of the OSFA and the Divisional ESS/Promotion Committees, both of which are contractually required to advise the administration concerning the hiring of academic staff. The administration in OSFA and in the office of the Associate Provost ignored the committees’ guidelines for hiring.

* OSFA administrators created yet another management position and transferred to it more work from Financial Aid Officers. In December 2003, a position was posted at the FAO I rank with federal loan coordination as the primary duty. The position was not filled. In October 2004 these same loan-coordination duties appeared in a Manager II posting. Candidates for the Manager II position have been interviewed. If the Manager II position is filled, ***there will be one management position in OSFA for every 1.6 FAO positions.*** Most independent observers would regard this as gross overstaffing of the management ranks.

* OSFA Management refuses to acknowledge the 2N Committee on Academic Staff Restructuring. The committee is contractually required. It has the charge

of assuring that (1) each office/division/college/school with academic staff members has Employment Security Status (ESS) and promotion factors written by the academic staff and (2) that the factors contain clear information on the requirements for promotion from one step to the next within each academic staff classification. Via arbitrary transfer of FAOs’ duties to managers, the OSFA administration assures that distinctions among the three FAO ranks cannot be maintained.

* OSFA management allows student assistants to perform selected FAO duties. Performance of FAO duties requires financial-aid-update capabilities within the Banner system, which only OSFA management can authorize. The union acknowledges that the administration’s non-compliance with the Family Educational Rights and Privacy Act (FERPA) is beyond the scope of the collective bargaining agreement.

The Prognosis for OSFA

The passage of time has not helped to eradicate poor management practices within OSFA. Following a failed search for a new director, the timing for a second search is at the discretion of the Provost. We hope the search will not be delayed and that a new director will have the managerial skills and professional savvy to repair the damage caused by years of mismanagement.

“Soft Money” Group Meets

A “soft money” caucus of AAUP-AFT members on the main campus has been formed to discuss issues relevant to positions conditioned on grant funding. The first meeting was held on December 9 with six people in attendance. The issues raised were:

1. Increase the time for notice and pay when the grant funding stops, from 30 to 60 to 90 days depending on length of service. The specific service time for each level of paid notice was not defined.
2. If the Administration gives a member a contract that goes beyond the funding of the grant, the University should be made to honor it.

3. Statement of duties: duties are sometimes changed even though the funding agency is specific as to what the duties should be.

4. Governance issues and voting rights need to be defined for employees on soft money who currently cannot earn tenure or ESS, but have a commitment to the University. If a unit/division/school/college has a large number of soft-money members, they are disenfranchised. Members should be able to serve on some committees within the local unit/division/school/college.

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Lecturers Meet to Discuss Bargaining for Recognition of Their Service

Members of the AAUP-AFT Lecturers' Caucus met on December 14 to discuss bargaining issues related to their positions as lecturers and senior lecturers at Wayne State University.

The overwhelming concern expressed by the participants was the lack of any reliable mechanism for recognizing the contribution of lecturers who have served the University capably and loyally over many years.

The current system now at Wayne is that lecturers with less than 3 years service are terminated annually every February through Certified Mail, and lecturers with more than 3 years are given limited, and not very reassuring, contracts of 2-3 years. This means that every 2-3 years these established lecturers continue to receive the dreaded certified letter telling them that their employment at the university will be terminated in May of that year. Needless to say, this causes great anxiety and a genuine sense that they are not regarded as contributing "real" value to Wayne State's educational mission. Many regard the current process as a vote of no confidence for their professional skills and abilities.

Some lecturers at the meeting had over 25 years of dedicated, loyal service to Wayne State, and they were still put on 2-3 year contracts with no prospect of employment security or sense of respect for their teaching and departmental contributions over decades of service. It was agreed that this was not the way a major university should treat loyal, longtime employees in the 21st century.

Much of the discussion focused on the fact that lecturers have been part of the university infrastructure for years, and they will continue to be a vital part of higher

education well into the new century. This means lecturers are essential and play an important role in keeping universities across the country running smoothly. Lecturers teach several of the basic and required courses in their respective departments each year. This allows tenure-track and tenured professionals to pursue their research and to teach higher-level undergraduate and graduate-level classes.

Essentially, lecturers would like to negotiate something comparable to the system of employment security that currently protects other non-tenured academic staff here at Wayne. Lecturers, and especially Senior Lecturers, feel that having a contract hanging over their heads every 2-3 years is extremely unproductive to their own teaching, to their dignity as professionals in their fields, and to the overall morale of workers in our university community. It was also noted that lecturers at Oakland University, the University of Michigan, and other area universities, through their faculty unions, have won contractual language that gives them the prospect of continued employment once they have successfully worked full time at the university, with good evaluations and regular contributions to their departments, for a significant number of years.

Our lecturers believe WSU can at least match what other universities provide for their lecturers, and what WSU already provides for other non-tenured academic staff represented by the AAUP-AFT.

M.L. Liebler, Executive Board

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"Soft Money" Group Meets

5. Length of term renewals. They should be for multiple years when the funding is available for more than one year.

A second meeting will be scheduled for the medical school.

Naida Simon, Vice President

Please RSVP:

Offsite Meeting:
Preparing for Bargaining

Join your colleagues on Feb. 12 in a wide-ranging discussion of the opportunities and challenges we face in the upcoming negotiations for a new collective bargaining agreement. The agenda includes presentations on crucial matters of university budgeting and contract compliance, as well as focused discussion on key issues of tenure, compensation, term renewals, academic freedom, workloads, and more. There will be breakouts for academic staff and faculty issues.

Saturday, Feb. 12

9:00 am – 2:00 pm

WSU Oakland Center, Room 622

33737 W. 12 Mile, Farmington Hills

**(Exit 696 at Orchard Lake Rd., northbound
to 12 Mile, west on 12 Mile)**

Continental breakfast and lunch will be provided

Members Only

RSVP by phone (577-1750) or email (aupaft@wayne.edu)

Wayne State University Chapter

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