



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

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## Going to Court

### AAUP-AFT Asks Court to Uphold Due Process and Enforce Arbitrator's Decision on Tenure in the School of Medicine

The AAUP-AFT has taken the university Administration to court. On October 31, the union filed a motion in Michigan's Court of Claims asking for a "Summary Disposition" upholding the Arbitrator's award of last March concerning tenure in the School of Medicine (SOM).

As provided for in the contract between the university and the union, disputes over interpretation of the collective bargaining agreement can be taken to a mutually acceptable arbitrator for a binding decision favoring one side or the other. The union took such a case to arbitration in 2002, arguing that the Administration had improperly given 25% fractional tenure appointments to PhD faculty members in the SOM when the contract language negotiated in 1992 was intended solely for clinicians.

Arbitrator June Weisberger ruled in favor of the union and ordered the Administration to meet with the AAUP-AFT "to determine what is an appropriate remedy (or remedies) for this contract violation." The union has called for an immediate advancement to 50% tenure or more for all PhD/Basic Scientists who were improperly appointed at 25% tenure. When the Administration announced it would not abide by the Arbitrator's decision, the union filed an initial complaint with the court in June and a formal

motion this October.

"It is undisputed that the collective bargaining agreement (CBA) provides that there shall be no appeal from an arbitrator's decision if made in accordance with his jurisdiction and authority under the CBA," as the union's brief summarized the case.

"The university essentially seeks a 'second bite at the apple' and invites this court to improperly revisit its unsuccessful arguments at arbitration. Such attempts have been repeatedly rejected by Michigan and other state and federal courts."

Judicial deference to private arbitration is a long-standing principle that has been upheld by both the U.S. and the Michigan Supreme Courts. Calling challenges to arbitration awards "a plague on both state and federal courts," the Michigan Court of Appeals recently noted that "the party that ends up holding the short end of an arbitrator's award may try desperately to fit the facts within the narrow doorway of the courts, but the judicial policy is clear.... Judicial review is limited to whether the award 'draws its essence' from the contract, whether the award was within the authority conferred upon the arbitrator by the collective bargaining agreement."

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# Grievances and Bargaining

Anca Vlasopolos, Faculty Grievance Coordinator and Chief Negotiator

## How We Arrive at Grievances Filed Against the Administration

There are many cases that reach us in which it is clear that a member's life is made hard by a supervisor who does not like him/her. However, unless there is a violation of the contract, or retaliation for union activities (Article XVIII), or a pattern of discrimination, we cannot file a formal grievance.

As Contract Implementation Officer for the last six years, I worked closely with the Grievance Coordinator, Mary Cay Sengstock. Whenever a defensible complaint reached me, I tried to solve it informally by approaching the administrator and pointing out the text

of the contract that the administrator was violating. Sometimes the issue was resolved at that stage (let's call it "heading them off at the pass"). Sometimes, however, an administrator proved recalcitrant, and I then passed on the case to Professor Sengstock, who filed a formal grievance stating precisely what article of the contract had been violated and what remedy the Union and grievant were seeking.

I am now in the position of filing grievances. The current caseload includes issues that range from extremely serious to relatively minor. In the former category would be the case of an Assistant Professor who was assured he could

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The Administration claims that Weisberger overstepped these bounds by ignoring "perfectly clear contract language" and imposing "her own brand of industrial justice." It will be very difficult to prove these claims, however, since the Administration initially described the 1992 contract language in its negotiation newsletter, *The Monitor*, in exactly the same terms as the union and only later changed its interpretation to justify awarding 25% fractional tenure to PhD faculty. The union called a number of witnesses during the arbitration proceedings to buttress its case, including three members of the union's 1992 Bargaining Committee, and the Administration's chief negotiator. The Administration, in contrast, called no witnesses.

The fact that the arbitrator had to interpret the contradictory evidence is hardly unusual in these cases. "The question for the court is not whether one interpretation or another is correct," as Michigan's Supreme Court has ruled, "but whether the parties have agreed that an arbitrator shall decide which of the competing

that an arbitrator shall decide which of the competing interpretations is correct."

Hearings on the case are scheduled for January 11, 2006, before Judge Joyce Draganchuk. Draganchuk, a 1986 graduate of Wayne State's Law School, was elected Circuit Court Judge for Ingham County (Lansing) in 2004. Judges of the Ingham County Circuit Court also serve as judges of the Michigan Court of Claims, which hears cases involving the state government.

The AAUP-AFT will be represented by attorneys Gordon Gregory and Rachel Helton of the Detroit firm of Gregory, Moore, Jeakle, Heinen & Brooks, representing unions in southeastern Michigan. The Administration will be represented by Robert Vercruyse and Ann Nicklas of Vercruyse, Muray & Calzone, a Bingham Farms law firm representing the Detroit Newspapers, Delphi, Northwest Airlines, Daimler Chrysler, and other corporate clients.

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Grievances & Bargaining

continue his tenure-track contract after a leave-of-absence, but was terminated before his return; as we were preparing to file a grievance, the Administration agreed to rescind the termination and grant a two-year contract on his return. Within the last few days we have also settled a minor grievance ("major," however, to those involved) in which an administrator refused for over a year to write a simple letter of apology to a faculty member for violating procedures in the contract. With the belated arrival of an apology (albeit brief), the case is now closed.

### Priorities in Contract Negotiations

The priority issues for the upcoming contract negotiations concern 1) fair compensation; 2) protection of academic freedom and working conditions that ensure productivity; 3) health benefits for retirees; and 4) attention to the needs of faculty both on the main campus and in the School of Medicine.

1) During negotiations, we will hear a great deal about state cuts and the lower budget of the University. However, we need to keep two points in mind. First, the budget of the University has gone up significantly for each of these so-called lean years. In fact, the percentage of the budget going to administrative functions has been increasing, whereas the budgets of schools and colleges have declined or remained the same. Second, if we are to engage successfully with other universities in recruiting top faculty and academic staff, we need to offer an attractive pay package and benefits. The job of the union is to make sure that competitive salaries for faculty and academic staff are given the high priority they deserve in allocating funds within the budget.

2) Article XXIV of the collective bargaining agreement provides a due-process procedure for adjusting disputes over workload and working conditions. We are presently meeting in a joint Labor-Management committee to arrive at recommendations that will guide both parties in negotiating needed revision to this essential article. The mutual interest of faculty and administrators is that faculty are and remain productive, both in teaching and research. However, the Union's interest is that there are clear factors for productivity and that these are applied through fair and transparent procedures.

3) We are also participating in joint Labor-Management meetings regarding health benefits for faculty and academic staff. For the first time, we are looking at possibilities for a health-benefit extension to retirees.

4) We aim to have a contract that takes into account the interests of faculty on the main campus and of faculty in the School of Medicine. The Union has won a major victory in arbitration that safeguards the principle of tenure in the Medical School, where the notion of tenure has been eroding over the years. We are now in court seeking implementation of this decision. Tenure is a common interest of both the Medical School and the main campus, but there are exceptions regarding fractional tenure for clinical faculty. Issues of workload and conditions for conducting research are common to both campuses, but there are substantial differences in the way in which research is conducted. With the collaboration of faculty in the School of Medicine, our new contract will be more specific in addressing the different needs of the two campuses.

### Student Loan Consolidation

**AFT members can lock in a fixed interest rate and cut their monthly student loan payments by half or more. Learn more about the program today by calling your local union office.**

# Mary Cay Sengstock Steps Down as Faculty Grievance Coordinator, to be Replaced by Anca Vlasopolos

After serving as Faculty Grievance Coordinator for seven years, Professor Mary Cay Sengstock has stepped down to take on added duties in the Sociology department, her home base since 1960. Stepping into her role is Professor Anca Vlasopolos.

At the luncheon held in her honor, AAUP-AFT President Charles Parrish thanked Professor Sengstock “on behalf of the WSU community for her tireless efforts in defense of due process and fair treatment here at Wayne State. Mary Cay has been conscientious, thorough, and persistent in her handling of a large caseload of grievances, and her diligent efforts have contributed to a significant improvement in management practices and working conditions here at Wayne.”

Professor Vlasopolos is no newcomer to the task of representing faculty at Wayne State. She has been the AAUP-AFT’s Contract Implementation Officer for faculty for six years, has served on the Bargaining Committee for the last two contract negotiations, and served as Vice President of the AAUP before our joint affiliation with the American Federation of Teachers in 1999. This is her thirty-third year at Wayne, all of them served in the English Department, where she has specialized in environmental writing, nineteenth- and

twentieth-century literature, and theater from classical to modern. Her memoir of immigration from Romania to the U.S., *No Return Address: A Memoir of Displacement* (Columbia University Press, 2000) won the National Writer’s Voice Award and the WSU Board of Governor’s Award in 2002.

Anca will also serve as Chief Negotiator for the AAUP-AFT in the upcoming negotiations for a new collective bargaining agreement. Her observations on her role as both negotiator and grievance officer are featured on page 2.

Continuing in their roles as Contract Implementation Officer and Grievance Coordinator for Academic Staff are, respectively, Doctor Barbara Jones from the Office of Student and Financial Aid and Lothar Spang from Libraries. As with their faculty counterparts, Jones and Spang divide their attention between initial complaints from members, which Barbara investigates and attempts to resolve informally, and contract violations, which Lothar pursues through the grievance-arbitration process.

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