



Representing Wayne State Faculty and Academic Staff

# NEWSBRIEFS

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## The Union Challenges Appointment of Interim Dean of the Medical School

By Charles J. Parrish, Professor of Political Science and President

President Jay Noren announced the appointment on July 29, 2009, of Dr. Valerie Parisi as Interim Dean of the School of Medicine (SOM) for three years. The Union filed a grievance the following day, citing the Administration's failure to enlist the participation of faculty and academic staff in the selection process, as called for under the Collective Bargaining Agreement (CBA).

### Due Process v. Unilateral Action

I sent an email to Dr. Parisi explaining that the Union was not objecting to her personally and was certainly not offering a judgment on her qualifications to be Dean. I emphasized that our objections were based entirely on President Noren's violation of the CBA.

First, President Noren failed to establish a search committee as is required when a dean resigns and a new one is to be appointed (Article XVIII, Selection Advisory Committees, Section B. 1).

Second, President Noren failed to satisfy the terms of the CBA with respect to consultation with the appropriate committee prior to appointing an Interim Dean (Section B.2). On the sole occasion when he consulted with the SOM Executive Committee, he discussed several candidates, including Dr.

Parisi. He violated the CBA by failing to subsequently consult with an established search committee on the specific proposal to appoint Dr. Parisi as Interim Dean. (Section B.1. "S/he [the President] shall seek the advice of the committee on the qualifications and suitability of any person s/he seeks to appoint.")

Third, Dr. Parisi has been appointed, in effect, as a new Dean. In the past, Interim Deans have been appointed to one-year terms; a three-year appointment is unprecedented. Some interim deans have been *reappointed* if a new dean has not been found, but a multiple-year contract has never been offered at the outset. It is a clear violation of past practice in dean selection under the CBA.

I concluded the message to Dr. Parisi by reiterating that the grievance was not filed against her personally, and by expressing the sympathy of the Union leadership for her as she addresses the formidable challenges confronting the SOM. The Union will do everything it can to assist her, but we cannot countenance the actions of President Noren in riding roughshod over the provisions of the CBA.

### What Happens Next?

My expectation is that we will proceed to a Step One hearing where the grievance will be turned

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down by the Administration. We then will go to arbitration, which will take at least six months. Then there will be an arbitrator's decision that will come toward the end of Dr. Parisi's first year as Interim Dean.

If the decision goes our way, the arbitrator will order the Administration to establish a search committee and Dr. Parisi (if she chooses) will be a candidate while serving as Interim Dean, if she is appointed for a second year. If there is a developing stability in the SOM under her leadership and Dr. Parisi consolidates her position politically, she could then get a normal five-year appointment.

In any case, she is likely to have at least two years in which to prove herself as Interim Dean. The leadership of the Union wishes Dr. Parisi good luck in her role. Her success would be a very good thing for the School of Medicine and the University.

All of this could have been thought through by President Noren and his advisors, but it obviously was not. The President could have come to the Union and asked that we consider a deviation to the agreed-upon provisions of the CBA for appointing an interim dean. This has been done in the past in relation to other issues and we have not been adamant where circumstances have warranted such deviations. But this avenue was not followed.

President Noren has begun to show a pattern of indifference to the provisions of the Collective Bargaining Agreement. After we signed a Tentative Agreement (TA) at the end of the recent negotiations, he attempted to overturn the TA by demanding the addition of a provision that had little purpose. We did not accept this because of the unfortunate precedent it would have set. A signed Tentative Agreement can only be rejected by management governing bodies or by a union membership vote, not by the unilateral backtracking of the President who was a party to the agreement in the first place.

***“These negotiated rules need to be respected. They provide for substantial input by faculty and academic staff in decisions of importance...”***

There are other issues looming that make us hope that President Noren will choose a path of consultation rather than confrontation. For example, he has reiterated, in a number of settings, his view that too many faculty members are not teaching up to the “maximum.” When asked to identify the units in which this was happening, he declined to do so.

According to some chairs, they have now been asked by their deans to lay out departmental policies on teaching loads. We can appreciate that the President, in response to a question from the Board of Governors, is trying to gather data on this matter. I can only hope that in the future he makes the effort to gather the data *before* he announces a conclusion. In any case, changes in teaching loads are regulated under Article XXIV of the CBA and the Union is committed to enforcing its language.

Deans report that he is interested in instituting new procedures for “post-tenure review” of faculty members. Article XXIV of the CBA deals with these issues and procedures are in place for addressing them. We expect President Noren to honor these agreed-upon procedures and not unilaterally take actions that will violate the CBA again.

The CBA provides a binding set of rules that govern a wide variety of important academic activities and rules of employment, among them: the tenure and promotion process, the salary decision process, the grievance process and academic governance procedures. These negotiated rules need to be respected. They provide for substantial input by faculty and academic staff in decisions of importance, and when one side or the other approaches the CBA with the view that it is something to get around or to ignore, we all are losers.

If there are questions about the Union's position on this or any other matter, do not hesitate to contact me, members of our Executive Board, or our Executive Director, Michelle Fecteau.

# New Collective Bargaining Agreement Approved by 90% Vote

By Charles J. Parrish, Professor of Political Science and President

The new Collective Bargaining Agreement (CBA) for 2009-2012 has been endorsed by over 90% of the union members who voted (Yes, 125; No 13). The contract provides for an across-the-board (ATB) annual salary increase of two percent, up to the agreed cap. By agreement with the Administration, the amounts above the cap will be distributed in accordance with the procedures for selective raises.

## The Raise

A two percent annual raise is significantly below the salary increases we have negotiated in recent years. Obviously, the Michigan economy greatly weakened our ability to do better. The University is facing difficult times, and we needed to respond to that reality.

Our top priority was to get a contract early. We feared, correctly it turns out, that a delay would only weaken our bargaining position as the State's financial situation worsened. In addition, a long delay would create unnecessary uncertainty for the University, which needed to know its contractual obligations before setting tuition for the coming year. Other Michigan universities that are in bargaining are facing administration demands for no increases over the next several years.

Your union did attempt to obtain an additional one percent for selective raises, partly as a one-time bonus from the Federal stimulus funds being made available to the University (25% to base and 75% as a one-time bonus). That additional amount would have been used for selective raises. We concluded in our discussions with the Administration, however, that President Jay Noren had shown no interest in negotiating this matter.

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Some have suggested that the union could have converted some or all of the two percent ATB raise into selective raises. That deal, if it had been available, would have been unacceptable to us. In our view, the two percent raise is the minimum amount needed to prevent members of the bargaining unit from suffering an effective pay cut from the impact of inflation on their purchasing power. We do favor selective raises, but we are unwilling to fund selective raises through ATB pay cuts. It should be noted that there will be some small selective raises from the ATB amounts that will be over the salary cap (see discussion below).

## Voter Turnout

We were disappointed, although not surprised, at the low turnout for the vote on the ratification of the contract. The method used for the vote was the traditional method used by the union for past CBA approvals. It required members to attend the meeting at which the Tentative Agreement (TA) was presented and discussed, or to come to the union office to cast their votes during the two weeks following that meeting.

The Tentative Agreement was available on line for several weeks prior to the vote, it was summarized in the newsletter, and an email was sent to all bargaining unit members informing them of the pending vote and discussing the TA.

The traditional method that we followed was not conducive to a big turnout, largely, we believe, because many people were away from the university during the balloting period. We also believe

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that the new CBA did not generate a lot of controversy, which may have led many members not to bother to vote. Most members I have talked to found the contract acceptable under the current economic circumstances.

Some have suggested that we conduct the vote online so that our members can vote more easily. We agree in principle and actively explored that possibility.

There is a reliable university online voting system that has been used in the past couple of elections for the Academic Senate. We were wary of rushing into a voting system on union matters that ultimately was under the control of the Administration. We very much doubt that any administrator with jurisdiction over the voting system would interfere with the CBA endorsement vote. However, we thought that the principle of an independent vote in such union matters was a sound one. We explored other online systems, but they could not control duplicate voting if different machines were used.

After much debate, and with time running out, we decided to use the traditional method. We will work on an online system for the future.

## The Cap on Raises

There have been some complaints about the ATB being capped for salaries over a certain amount. We have tried over the years to get the cap increased so that higher-paid members of the bargaining unit would get more of the ATB. The Administration has opposed this because the ATB money over the cap goes into selective salaries controlled by them. Over strong Administration resistance we were able to get the amount increased substantially in the 1999 negotiations, from \$74,052 to \$96,000 for 12-month employees, and in the 2006 negotiations, from \$99,879 to \$120,000. Incremental increases since then have brought the current 12-month cap to just over \$130,000. It will rise over the next three years to over \$135,000.

Since the 1988 contract year we have been able to raise the cap by 106% for 12-month members and by 85% for 9-month members. The disparities between these two figures reflect the vagaries of the bargaining process.

In any case, the CBA has been ratified and I think that we did relatively well considering the highly uncertain economic environment in which we must exist.

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