
AAUP Bulletin

Unfair Labor Practice Filings

Those of us who were optimistic about the future of faculty-administration relations at Western have been disappointed. It appears that the "new" administration is no more interested in resolving disputes amicably than the old. In fact, the Administration's preferred tactic in addressing faculty complaints is to ignore them. We certainly have been patient with the Administration in waiting for grievances to be addressed. Perhaps to a fault. So now the time has come to take a new approach.

As you may know, the Administration is contractually obligated to meet within 10 days to discuss any grievance that is duly filed, and this has been part of the time-line of the grievance process at Western for many years. In May and June the Chapter and individual members filed a total of 8 grievances. However, despite its responsibility to hear grievances in a timely manner, the Administration failed to respond to 5 of these 8 grievances. Not within the 10 day time limit, but for weeks, literally. Despite numerous reminders from the grievance officer that meetings needed to be scheduled. In fact, we still have not had a response to 4 of these 5 grievances.

Because of this Administration's refusal to follow the grievance procedure, the Executive Committee authorized the grievance officer to instruct the Chapter's attorney to file charges of unfair labor practices with the Michigan Employment Relations Commission (MERC). One of these alleges that Western "has breached and repudiated the collective bargaining agreement by failing and refusing to provide to the Union information necessary to administer and enforce the Collective Bargaining Agreement, specifically including, but not limited to, the negotiated health care Benefits Summary and Benefits Guides," and "the price list for approved fees." The other alleges that Western "has breached and repudiated the Collective Bargaining Agreement by failing to respond to grievances as required by the Collective Bargaining Agreement," and that certain administrators have "attempted to restrain, coerce and discriminate against officers and members of the Union as a result of their attempts to enforce the Collective Bargaining Agreement," and to "undermine the WMU-AAUP as exclusive bargaining representative of the faculty. . ."

We were informed today that a hearing has been scheduled for March 16, 2007. Interestingly, the Administration has yet to contact us about resolving these matters through dialogue and compromise. Under the circumstances, it is hard to believe that the Administration is committed to re-establishing good relations with the University's faculty. The Interim President's skill as a rhetorician is well-known. But talk is cheap. What is needed now is a clear demonstration that the Administration values good relations with the University's faculty. Faithfully following the grievance procedure, and letting the deans and vice-presidents of our University know that knee-jerk endorsements of the actions of subordinate administrators are neither expected nor desirable, would be meaningful steps in that direction.

It is regrettable that the Administration guards its prerogatives so jealously that it is unable to bring itself to meet with your representatives to resolve legitimate disputes collegially and in good faith. The membership should know that we did not take the decision to file these charges lightly. The Administration left us no choice.

For your information, an arbitration of a tenure denial took place on Friday, October 6. This is the first grievance taken to arbitration by the Chapter in many years. In the Chapter's view, the faculty member was not given a fair and thorough review by the Administration in that his professional recognition was not evaluated with regard for his teaching and service loads. Though this individual was responsible for developing a new graduate program and burdened with teaching graduate courses every summer, his teaching load was reduced in only 3 of the 12 semesters of his probationary period. Therefore, this person was not given any reassigned time to achieve the professional recognition that the Administration expected of him. This experience makes it clear that in the next round of negotiations the contract needs to be emended to make the standard for professional recognition to which a faculty member is held contingent upon his teaching and service assignments.