



SCCAAUP

WHAT CAN BE NEGOTIATED?

While we all would like better pay and benefits, these are NOT the primary topics of negotiations. The AAUP collective bargaining units at our sister institutions post their collective bargaining agreements on their websites. Reading such agreements affirms that a strong faculty voice has guaranteed principles such as: a strong faculty voice in decision-making, the protection of academic freedom, codified faculty senate procedures, domestic partner benefits, protection of faculty's intellectual property, detailed workload issues, protecting the tenure system, regulating the cost of health care, just to name a few. We encourage you to access the contracts of sister institutions in Ohio at our website at <http://sccaaup.org/samplecontracts.html> (in particular, you may wish to check out http://www.cinstataaap.org/contract/AAUP1_CONTRACT_08_011.doc).

Virtually every aspect of our intellectual work has actually been negotiated on one campus or another, despite the administration's claims that such advocacy is not possible.

Here are some things that other Ohio AAUP collective bargaining chapters have negotiated as part of their contracts:

* Any College-wide committee or Quality Management Team which is intended to address curriculum, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process shall have a majority of appointments by the Faculty Senate.

* Notice of Teaching Assignments. The University will make a good faith effort to inform Bargaining Unit Faculty Members of their teaching assignments at least four weeks before the beginning of any quarter.

*The Administration shall create a budget advisory team, consisting of no more than fifteen (15) members, which shall provide on-going input into the College's budget building process. Five (5) members of this team shall be appointed by the Faculty Senate.

* Faculty review of Chairs and Deans

* Language guaranteeing intellectual property rights, particularly with respect to distance learning courses.

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MYTHBUSTERS II

In our discussions with colleagues at Sinclair, we continue to hear myths about the issues surrounding a collective bargaining process. To help us clarify common misconceptions, we contacted faculty at sister institutions that have an AAUP collective bargaining unit. We attempt to set the record straight by addressing the following myths:

MYTH #1: Having a collective bargaining unit with AAUP will only add an extra layer of bureaucracy, especially with outside negotiators coming in.

FACT: Faculty negotiating teams are made up of volunteers from the faculty, including the chief negotiator. Nothing "outside" about it. The AAUP model is based on shared governance. The assumption is that faculty are quite smart enough, and know their own campus and issues well enough, to negotiate their own contracts.

From Cincinnati State Technical College: "We have never, EVER had an outside negotiator speak for us at the table, not even our attorney. It is our contract. It creates work for us. It creates responsibility for us, BUT IT IS OURS."

MYTH #2: Having a collective bargaining unit creates an "us versus them" situation.

FACT: While we do not always agree with our administrative colleagues, by having a collective bargaining unit we would have the right and the mechanisms to resolve those disagreements.

From Akron: "Our former provost, who just left the university for greener/different pastures stopped me and a colleague on campus just after the three of us had finished our work on the institution's accreditation preparations to express how much she thought the union and contract had done to make us all work together. She said, paraphrasing, 'Everyone knows what the rules are now - it's right there in black and white - no more questionable decisions.'"

MYTH #3: The handbook will be thrown out, and every little thing will have to be renegotiated.

FACT: When faculty unionize at any institution, all the terms and conditions of their employment remain in place, and any changes to those terms and conditions must be negotiated by both parties. All policies and provisions then become part of a legally enforceable contract.

"When it comes to handbook issues nothing changed at Cincinnati State, except for the fact that it is now in the contract and can only be changed if we negotiate the change. It is all about codifying the rules, and having a voice."

MYTH #4: Having a collective bargaining unit will mean that we have to come to campus every day, and put in an 8-hour work day on campus.

FACT: We say again: when faculty unionize at any institution, all the terms and conditions of their employment remain in place, and any changes to those terms and conditions must be negotiated by BOTH parties.

MYTH #5: Having a collective bargaining unit will render the senate useless.

FACT: A collective bargaining unit will strengthen the Faculty Senate by enabling it to participate in real shared governance of the college, instead of functioning as an advisory body. With collective bargaining, the relationship between the Senate and the administration will become a genuine partnership between peers of equal influence and impact.

“At the University of Akron, our Senate still exists as before. The Senate deals with all of the academic and curricular matters that it has always dealt with, and then some. It is important to note that the union was never intended to be a replacement of the senate, but rather an additional mechanism to strengthen the faculty voice. The senate should be informed by the union leadership, and in fact, many senators occupy status in the union beyond being members of the bargaining unit.”

MYTH #6: Having a collective bargaining unit means that we will have to pay 2-3% in dues; and we are already enjoying salary raises that faculty under collective bargaining agreements dream of.

First, joining an AAUP union as a member is voluntary. Second, most dues range from 0.5% to 0.75% of annual salary. Third, if our faculty vote for fair share fees (meaning non-member faculty have to contribute something to support the bargaining effort and the support of the contract), it is inevitably something less than the full membership dues. Fourth, just one salary increase of 0.5% or 0.75% more than one would have gotten otherwise will pay for one's fair share fees or union dues for the remainder of one's career. Fifth, for faculty to have true and equal rights on campus, we need the wherewithal to enforce our rights, via grievances or, ultimately, arbitration. Without a solvent faculty union, our only recourse in the worst case is to spend our own money to take an issue to court. With a solvent faculty union, a legitimate issue is taken up by the faculty union, which will pay any fees involved in carrying it through to completion.

Faculty unions work for faculty. They might not be comfortable to those who feel they have a stake in leaving the status quo undisturbed.

Without a contract, the status quo can change for the worse in a moment; changes to a contract, on the other hand, have to be agreed to by both sides.

WHAT CAN BE NEGOTIATED? (cont'd. from page 1)

* Faculty right to write their own departmental merit pay guidelines (based on their assessment of relevant criteria in their discipline)

*"Partial unpaid leave" a.k.a ability to work part-time at 1/2 pay with full benefits for a limited period of time

* Criteria determined by faculty for annual evaluation and promotion and tenure -- these criteria are in department bylaws, which are extensions of the Collective Bargaining Agreement

*The ability to file a grievance over the violation of terms agreed upon in the collective bargaining agreement, which is legally enforceable.

* Control over the student evaluation instrument

* A professional development fund -- \$900 per faculty member per year for travel, books, software etc. The fund rolls over and can accumulate up to \$3,600.

*Development of distance learning courseware, instructional software, and other multimedia works involving significant University resources requires a written agreement between the University and the creator(s) outlining the rights and responsibilities of the parties. A distance learning course that is taught using materials developed by a Bargaining Unit Faculty Member shall be taught by that Member unless he or she has agreed in writing to an alternative arrangement. Maximum and minimum class size for a distance learning course will be negotiated by the Bargaining Unit Faculty Member and the Department Chair.

The fact is, as a grassroots movement, Sinclair faculty would determine which issues we considered important enough to be incorporated into a legally enforceable contract. Those issues might include the codification of certain provisions of the faculty handbook (especially those governing faculty rank, promotion, tenure, and evaluation) as well as faculty workload, full-time to part-time faculty ratios, distance education policies and procedures, due process and grievance procedures, and other issues of concern to our faculty.

What issues would you want to negotiate?

PLEASE SIGN THE CARD.

If you did not get a card, or lost one and would like a new one and a return envelope, please contact us at sccaaup.comm@gmail.com

Please continue to check our website over the summer break for news, articles, and information:
<http://sccaaup.org/>