

AAUP - KSU

Newsletter Special Edition

Arbitration Update

Over the last six months, AAUP-Kent State Chapter has taken four grievances to three arbitrations. AAUP-KSU won two of the arbitrations and is awaiting a decision in the third case. Each grievance was filed and pursued to arbitration to safeguard protections provided to AAUP-KSU members by the Collective Bargaining Agreement (CBA) and University Policy. Pursuing these grievances and winning these arbitrations protect all of us from the University's arbitrary actions, which are in violation of existing provisions of the CBA and University Policy.

As we reported in November, Arbitrator Richard Sambuco rendered a favorable decision in two cases involving the denial of tenure to the affected Faculty members. Each professor worked diligently for the University for six years and was a member of the AAUP.

In each case, the respective Joint Appeals Board (JAB) panel had recommended that the Faculty member be awarded tenure. In each case, President Lefton's letter to the Faculty member reiterated the Provost's reasons against tenure and stated that he found no compelling reason to overturn the Provost's decision. AAUP-KSU maintained that the President, in deciding not to accept the JAB's recommendation, violated Article VII, Section 2.F.5 of the CBA. This section provides that "normally, the President will accept the recommendation [of the JAB] and proceed accordingly."

In his decision, Arbitrator Sambuco agreed with AAUP-KSU stating that the University misinterpreted and misapplied the language in the CBA. He concluded that President Lefton's letter did not meet the contractual requirement set forth in Article VII, Section 2.F.5. The arbitrator noted that the word "except" and the phrase "compelling circumstances" establishes a high standard before the President can decide not to accept the JAB panel's recommendation. "If the language of the CBA provided for the President to simply reiterate the rationale of the Provost, then the importance of the JAB panel takes on a rather specious role . . . [and] renders an appeal to the JAB somewhat meaningless." AAUP-KSU believes that, based on the JAB panels' recommendations, the two professors should be granted tenure. To date, the University has taken no action on the Arbitrator's Decision.

In early 2008, AAUP-KSU learned of the University's intent to hire Vincent Quevedo with automatic tenure at hire in the School of Fashion Design and Merchandising. Prior to any offer being made, AAUP-KSU notified the School of Fashion Director Elizabeth Rhodes and College of the Arts Dean Timothy Chandler that the granting of tenure at hire in this case would be a violation of the CBA. Additionally, AAUP-KSU Grievance Chair Deborah Smith and AAUP-KSU Chapter President Lee Fox-Cardamone sent letters to President Lester Lefton and the KSU Board of Trustees notifying them of the violation of the CBA before the Board approved Quevedo's hire. Despite AAUP-KSU's attempts at preventing a contractual violation, Quevedo was hired and granted automatic tenure. Consequently, AAUP-KSU filed a grievance with KSU.

Continued on page 2

AAUP - KSU

Newsletter Special Edition

Continued from Page One...

In his December 9, 2008 ruling, Arbitrator Gerald B. Chattman found that KSU violated the CBA by hiring Quevedo with tenure. Chattman found that only someone who previously held the rank of Full Professor can be awarded automatic tenure at hire. Prior to being hired by KSU, Quevedo was an Associate Professor at Oklahoma State University and had not held the rank of Full Professor at any accredited institution of higher education. In his ruling, Chattman states that KSU “could have offered a shortened tenure track, but it could not eliminate a contractual requirement in its competitive zeal to secure this candidate.” Consequently, Chattman ruled that Quevedo be given a probationary period of one year before being allowed to apply for tenure in accordance with the provisions of the CBA.

Shortly after the release of Chattman’s ruling, KSU contacted AAUP-KSU to discuss the potential hire with tenure of Dr. David Griffith as the Borg-Warner, John Fiedler Chair of Global Business. Dr. Griffith is currently an Associate Professor at Michigan State University and holds the John William Byington Endowed Chair in Global Marketing. He has not held the rank of Full Professor at any other accredited institution of higher education, and therefore is not eligible to receive tenure at hire under the CBA.

Given the importance to the University of filling this endowed chair and also given the apparent support for this hire by the Faculty in the Department of Marketing, AAUP-KSU agreed to give the hire of Dr. Griffith special consideration and engaged KSU in talks on this matter.

By mid-December, AAUP-KSU and KSU had reached a meeting of the minds on the broad outlines of an agreement that would: (i) allow the hire with tenure of Dr. Griffith as an exception to the CBA, (ii) allow Quevedo to retain tenure, and (iii) settle the remedy portion of the two additional grievances sustained by Arbitrator Richard Sambuco. Unfortunately, KSU rescinded its agreement to the broad outlines and suddenly withdrew from the talks without adequate explanation.

In late December, AAUP-KSU learned that the School of Communication Studies desired to offer Dr. Rebecca Cline an appointment as a tenured full Professor. Dr. Cline is currently an Associate Professor at Wayne State University, and is also ineligible to receive automatic tenure at hire under the CBA.

In an effort to jumpstart the prior talks with the University, AAUP-KSU made a proposal that included the three elements of the earlier proposal and in addition would have allowed the School of Communication Studies to hire Dr. Cline with tenure. The University rejected the offer and refused to engage in any further talks on these matters.

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