

The Faculty Voice

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AAUP-KSU

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AAUP-KSU is Under New Leadership!

The Fall Semester is here, and it has brought along the new...new classes, new students, and new leadership at AAUP-KSU!

Kara L. Robinson was elected President of the Association and began her duties on August 23rd. Kara is a tenured Faculty member in the University Libraries.

Additionally, there are a few changes to the Executive Committee. Tim Smith is the First Vice President, Eric Mintz is the Second Vice President, Jayne Moneysmith is the Secretary, Joel Hughes is the Treasurer, Paul Fehrmann is the Membership Chair and

the Action and Media Committee Co-Chairs are Cheryl Casper and Robert Miltner.

Continuing their duties on the committee are Deborah Smith as Grievance Chair, Mary Rooks as the Committee W Chair, Vickie Ellison as the Chair of the Racial and Ethnic Concerns Committee and Frank Lambert as the Chair of the Lesbian, Gay, Bisexual, and Transgender Committee.

We would like to officially welcome all the new Executive Committee members and we look forward to another prosperous year!

The President's Perspective

Hello to all of you. I hope your semesters are going well! As for me, I'm having a hard time believing it is October already.

These first couple of months as President have been a learning experience (and mostly in a good way). One of the things that I have learned is that as well as I thought I knew the contract, there are still things of which I was unaware. One of the things we hope to accomplish in these newsletters is to share with you aspects of the Collective Bargaining Agreement (CBA) that you might not be as familiar with.

It seems really basic, but questions regarding the Success Pool bonuses,

made me go back to the Definitions and Recognition and Dues Deductions Articles the of the CBA. The Recognition and Dues Deduction Article (Art. II, Sect. 1, CBA page 6) spells out who is not a member of our collective bargaining unit. In the Definitions Article (Art. I, Sect. 1, CBA page 4), item E gives a definition of "Continuing Faculty/ bargaining unit member." The combination of these two CBA sections spell out who will receive a Success Pool Bonus this fall. These bonuses will go to all Faculty in our bargaining unit who were in the bargaining unit during the 08/09 academic year and who are still in the bargaining unit now, during the 09/10 academic year.

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Grievance Report

Faculty Professional Improvement Leaves:

AAUP-KSU filed a grievance last semester over the wide spread cancellation of FPIL (sabbatical) leaves and URC research and creative activity awards. The University refused to process this grievance and AAUP-KSU had to file a motion with the Portage County Court of Common Pleas to compel arbitration. A hearing on the motion is scheduled for October 19, 2009. We are continuing to use every means available to us to protect Faculty rights under Article XVIII of our Collective Bargaining Agreement. In the meantime, Faculty whose FPIL was denied by the Provost last year are eligible to reapply this year.

University Motion to Vacate Binding Arbitration:

On August 11, 2009, Kent Graham, Magistrate for Judge John Enlow denied the University's motion to vacate the award of arbitrator Gerald Chattman in the case of grievance G-078-U2. Arbitrator Chattman

had ruled that the University violated the CBA when hiring an individual with tenure at the time of appointment who had not previously held the rank of Professor. In his decision, Magistrate Graham made clear that "the arbitration award is hereby confirmed in all respects." Not content with the Magistrate's ruling, the University filed objections to the decision with Judge Enlow. On October 8, 2009, AAUP-KSU learned that Judge Enlow has denied the University's objections and upheld Magistrate Graham's ruling confirming the arbitration award.

Other Arbitration News:

In other arbitration news, we continue to await a ruling by Robert Berger, Magistrate for Judge Laurie Pittman, on the University's motion to vacate the decision of Arbitrator Richard Sambuco in the case of combined grievances G-067-RC1 and G-078-U1. Arbitrator Sambuco had ruled that the University violated the CBA when President Lefton

decided not to accept two Joint Appeals Board panel recommendations that Faculty members be awarded tenure without citing compelling circumstances wherein the best interests of the University would not be served in accepting the recommendations. In the case of grievance G-078-U3, the University opted not to file a motion to vacate the decision of arbitrator Hyman Cohen within the statutory deadline. Arbitrator Cohen had sustained our grievance and ordered the University to cease and desist holding University level appeals of negative promotion recommendations for Regional Campus Faculty without convening the University-wide Promotion Advisory Board. Associate Provost Sue Averill has since undertaken a fairly radical revision of the University's guidelines on reappointment, tenure, and promotion in an effort to ensure that the guidelines better conform to University Policy.

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The President's Perspective (continued...)

Having clarified who is eligible to receive a bonus check, we are now working with the Administration to finalize the bonus amount itself. An announcement about that will be forthcoming. Faculty should keep in mind that the announced bonus amount will be subject to withholding at the Faculty member's usual tax rate.

The forthcoming bonuses seem to indicate that the University is doing well, but many others among our students and in our communities are not. I'd like to ask each Faculty member to consider giving back, whether to the students by donating to one of KSU's scholarship funds or to the community by donating to a local charity of his or her choice. I personally intend to make such a donation. I hope others will as well. And since I don't know if not knowing ex-

actly what the bonus will be makes that decision harder or easier, I can give you some idea of what the bonus will be before taxes: between \$2000 and \$2999.

Speaking of giving back, I have agreed to be "jailed" by the Muscular Dystrophy Association on October 22nd. I have been charged with raising "bail" – if you wish to contribute to my bail (and see my wanted poster) go to the News section of the AAUP-KSU website ([http://www.aaupksu.org/AAUP-KSU News Folder/index.php](http://www.aaupksu.org/AAUP-KSU%20News%20Folder/index.php)). There is a link underneath to my bail page where you can donate. Thanks!

Kara

Ask Coleen...

Dear Coleen,

I've heard that there may be changes regarding the costs of the Health Benefits, can you explain this?

Perplexed Professor

Dear 'Perplexed',

Please note that Health benefits are **NOT** changing. The proportion of health care premiums to be borne by the employees is increasing from 10% to 12%. This means that premiums will increase an average of 20%, plus any increases due to actual increases in the cost of coverage. The amount of this increase will vary depending on the specific plan you elect as well as the salary 'tier' the employee is in. Additionally, there has been a substantial decrease in the cost of the dental plan, but you should check to make sure that your dentist is in the new plan network.

Dear Coleen,

I have received a negative recommendation for tenure from my department. I don't know what I need to do next. Can you help?

Worried and Waiting

Dear 'Worried',

If you receive a negative recommendation at any level for reappointment, tenure and/or promotion, you should contact the AAUP-KSU office immediately. After getting some information from you, we will then assign you to an 'RTP Counselor.' All of our Counselors are trained in the appeals process and he or she will guide you through from start to finish. Your counselor will be able to answer any questions you may have as well as help you write the letter specifying errors of procedure or fact. Please note that your local administrator must send you copies of the ballots as well as the recommendation letter. Additionally, you have five working days from your receipt of the negative recommendation to provide such letter and ten working days from your receipt of the negative recommendation to provide a notification of your intent to appeal.

Dear Coleen,

My administrator told me that I need to fill out a form for Outside Employment. What does that mean?

Hard-Worker

Dear 'Hard-Worker',

According to University Policy 3342-6-24, "Prior to accepting continuing remunerative employment, each member of the faculty or academic administrative officer shall seek and obtain approval from the chairperson, school director or regional campus dean, the appropriate academic dean, and the vice president for faculty affairs and personnel or designee." It further states that outside activities of a professional nature are encouraged if the activities are consistent with your responsibilities to the University, however you cannot accept any employment or pursue any activity, whether professional or not, that interferes with your responsibilities to the University.

Dear Coleen,

I believe that there is a possibility that an administrator has violated my rights as illustrated in the *Collective Bargaining Agreement*. What should I do?

Fretting Faculty

Dear 'Fretting,'

If you believe that any portion of the *Collective Bargaining Agreement* has been violated, you should contact our office immediately. All conversations will be held in strict confidence and no action will be taken using your name/ information without express permission.

If you have any questions, please call AAUP-KSU!

Ask Coleen is written by AAUP-KSU Chapter Coordinator, Coleen Casey.

WEINGARTEN RIGHTS!

The Weingarten rights were established under a Supreme Court ruling in the case of NLRB v. J. Weingarten Inc. These rights give employees the right to union representation during “investigative interviews.” An investigative interview is any meeting at which an administrator asks questions of a Faculty member to obtain information that could be used as a basis for a disciplinary action (a sanction) against the Faculty member or asks the Faculty member to defend or explain his or her conduct.

WHAT YOU NEED TO KNOW!

- If you have a reasonable belief that you have been summonsed to a meeting with an administrator where you may be asked to defend or explain your conduct or that adverse consequences to you may result from what you say, you have the right to request representation by AAUP-KSU.
- To ensure your Weingarten rights, you must make a clear request to the administrator for representation by AAUP-KSU before or during the interview.
- You cannot be punished for making this request.
- After you have made your request, the administrator has three options:
 - 1) Grant the request and delay the interview until your AAUP-KSU representative is able to attend and has a chance to consult privately with you; or
 - 2) Deny the request and end the interview immediately; or
 - 3) Give you a choice of: 1) having the interview without representation or 2) ending the interview.If the administrator chooses option 3, you are advised to end the interview immediately. Choosing to continue the interview without representation effectively waives your Weingarten rights.
- AAUP-KSU will provide representation regardless of membership.

It is an unfair labor practice for an administrator to continue to ask questions once a Faculty member has requested AAUP-KSU representation at an investigatory interview. The Faculty member has the right not to answer such questions. The administrator cannot legally discipline a Faculty member for his or her refusal to answer questions once he or she has invoked his or her Weingarten rights.

If you believe that you need AAUP-KSU representation at an investigatory interview or that your Weingarten rights have been violated, contact AAUP-KSU (330-673-9118).

Please post this flier in your department for you and your colleagues!

F.A.Q.

Below are several frequently asked questions and answers. If you have questions that are not listed here or you need further information, please contact our office at 330-673-9118 or office@aaupksu.org.

Q: *Why should I become a member?*

A: The most important benefit of membership is the right to vote on such issues as future collective bargaining agreements, the election of department of campus representatives to the AAUP-KSU Council, which is the governing body of the Chapter, and future AAUP-KSU Presidents. As a KSU Chapter member, you will automatically become a member of the national AAUP, which is a professional organization known for its defense of academic freedom and tenure. Also, as an AAUP member, you will also receive a subscription to *Academe*, which publishes an annual survey of faculty salaries.

Q: *Do I have to become a member to be represented by AAUP-KSU in the event of a violation of my contractual rights?*

A: Absolutely not! Regardless of whether or not you are a member, AAUP-KSU represents every Faculty member to the best of its ability.

Q: *I have heard of additional benefits that I am eligible for if I become a member. What are they?*

A: Such additional membership benefits include free notary services, access to one free legal consultation per year, membership in the Kent Credit Union and/or Seven Seventeen Credit Union, and a complimentary copy of the latest edition of AAUP's Policy Documents and Reports upon request.

Q: *Do I have to be a full-time faculty member to join AAUP?*

A: You have to be a full-time faculty member to join AAUP-KSU as we only bargain for the Tenure Track and the Full-Time Non-Tenure Track units, however, you do not have to be full-time to become a member of National AAUP. Please call our office for more details.

Q: *I have some questions that relate to the Collective Bargaining Agreement, but I am not sure if I should call the office.*

A: Please do not hesitate to call us! We are more than happy to answer any questions you may have! Call or email Coleen and Shannon!

Becoming an AAUP-KSU Member

Through membership in AAUP-KSU, Kent State professors not only receive benefits through both AAUP-KSU and National AAUP, but moreover, a voice.

AAUP-KSU benefits include: information and assistance with faculty concerns, automatic membership in the National and Ohio Conference AAUP, reasonable dues, free legal consultations and notary services, and much more.

Becoming an AAUP-KSU member is easy. Simply go

to the website and click on the "Membership" link. Download the membership form and return a signed copy either through Campus Mail or by fax.

The website contains a more comprehensive list of member benefits as well as testimonials from current members.

For more information, please contact the AAUP-KSU office and ask for either Shannon or Coleen. We look forward to welcoming you as a member!

Grievance Report (continued...)

D/DL Courses and Intellectual Property:

The University has started requiring faculty who develop distance/distributive learning (D/DL) courses to fill out a boilerplate agreement form. The form identifies four types of work covered in Article XIX.4.B of the CBA: Type I Independent Faculty Effort, Type II Joint Effort, Type III Compilation, and Type IV University Sponsored Effort. It then goes on to say: "As compensation for development based upon the selection of Type II, III, or IV, the faculty member will receive the following". The two choices are a flat fee or a number of credit hours of workload equivalency. This suggests that the compensation required by Article XX, Sections 5.1.a or 5.2 of the CBA for

development of a D/DL course cannot be provided to the faculty member **unless** the faculty member is willing to sign away all or part of his/her intellectual property rights. This is simply not the case. Any Faculty member who is asked to fill out such a form prior to the development of a D/DL course should check Type I—Independent Faculty Effort on the form in order to protect his/her intellectual property rights. He/she should then edit by hand the language in the sentence that reads "As compensation for development based upon the selection of Type II, III, or IV, the faculty member will receive the following (select option)" so that it reads: "As compensation for development per CBA, Article XX, Section 5.A, the

faculty member will receive the following (select option)". In the case where a Faculty member is filling out the form in connection with the significant revision of a D/DL course, he/she should select Type I and then edit by hand the language in the sentence that reads "As compensation for significant revision based upon the selection of Type II, III, or IV, the faculty member will receive the following" so that it reads: "As compensation for significant revision per CBA, Article XX, Section 5.A.1.b, the faculty member will receive the following".

This report is written by Deborah Smith, the AAUP-KSU Tenure Track Grievance Chair.

AAUP-KSU welcomes suggestions, ideas and articles!

If you have something you would like to see in the newsletter, submit it via email to: office@aaupksu.org

(Be sure to include "Newsletter Input" in the subject line)

The Kent State faculty have been represented for over 30 years by the KSU chapter of the American Association of University (AAUP-KSU). At the national level, the AAUP is known for its work in protecting faculty against attacks on tenure and academic freedom, as well as for promoting positive academic values and shared governance.

The local chapter of AAUP serves as your "union" with responsibility for negotiating the terms and conditions of employment for all full-time faculty at KSU's eight campuses. The Collective Bargaining Agreement that is negotiated every three years for all full-time faculty encompasses a wide array of salary and benefit provisions, grievance and appeal procedures, and outlines the fundamental principles for shared governance at Kent State at the department, school, college, and campus levels.