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# The Right Flier

Newsletter of the WSU-AAUP

Volume 6, Number 1, October 2005

Editor, Anna Bellisari

**Administrative Assistant, Connie Jacobs** 

## Message from the President

I would like to begin by welcoming our new colleagues and thanking those who have joined in recent weeks. For those who have not yet joined, we urge you to do so soon. Remember, it costs you nothing, but it benefits everyone.

I would also like to thank the members of the Bargaining Council, the Negotiating Team and the Executive Committee who devoted countless hours to making our third Agreement with the administration a success. The faculty response to the new contract has been overwhelmingly positive. For those of us directly involved in the process, however, there were more than a few disappointments; in particular, the administration's continued refusal to provide domestic partner benefits and to negotiate over workload -- provisions commonly found in the contracts of other Ohio institutions. With your active support, we will continue to pressure the administration on these issues.

This newsletter is devoted to informing you about some modifications in the new contract such as changes in overall compensation, minimum salaries, health benefits, the grievance process, the disciplinary process, and professional development leaves. In addition, we are currently working with the administration to develop a paid parental leave policy. The newsletter also provides an explanation of how merit raises are calculated. Other items of interest are sprinkled throughout the newsletter to keep you informed of what's happening at the chapter, state, and national levels.

As always, we welcome your comments, feedback, and active participation in our chapter. Our membership continues to grow, but it relies on a handful of devoted but over-worked faculty. Please get involved. It is the most rewarding "service" that you will ever do at WSU!

My best, Paulette Olson, President, AAUP-WSU

## Why We Do Not Have Domestic Partner Benefits at WSU

By Rudy Fichtenbaum, Chief Negotiator, AAUP-WSU

Why don't we have domestic partner benefits at WSU? AAUP-WSU has consistently negotiated for domestic partner benefits, and each time the administration has refused to offer Bargaining Unit Faculty at Wright State University domestic partner benefits.

The position taken by President Goldenberg and his administration on this issue is truly reprehensible and irresponsible. AAUP-WSU asked for domestic partner benefits in negotiations for our first CBA and again for our second CBA. Each time the administration said no, taking the position that they did not want to be the first university to offer domestic partner benefits. Having used that excuse for six years, the administration came up with a new excuse this time. They claimed that they wanted to offer domestic partner benefits and were about to agree to offer domestic partner benefits, but the passage of Ohio Issue 1 made it illegal.

The facts are that Cleveland State, Youngstown State, Ohio State, Miami University, and Ohio University are all offering domestic partner benefits despite the passage of Issue 1. When this was pointed out to the administration, the response was that all of those schools had domestic partner benefits before the passage of Issue 1. This is truly a shameless excuse for an administration that has no moral compass and has allowed our University to be buffeted by the winds of narrow-minded people. There is no grandfather clause granting special status to institutions that had domestic partner benefits before the passage of Issue 1.

The reason these institutions have domestic partner benefits today is because either they had leaders who were "willing to do the right thing," or they recognized that their institutions would be at a competitive disadvantage when it comes to recruiting the best faculty. The leadership at these institutions made the judgment that moral standing and quality were more important than political expediency.

If the Goldenberg administration truly wants domestic partner benefits, why didn't it ask AAUP-WSU to negotiate domestic partner benefits before the passage of Issue 1? Recent events further reveal that the excuse used at the negotiating table was a total fabrication and show the total lack of Presidential leadership on this issue.

Beginning January 1, 2005, after the passage of Issue 1, Cuyahoga Community College started offering its faculty and staff domestic partner benefits.

AAUP-WSU has informed the administration of the courageous stand taken by Cuyahoga Community College in offering its faculty and staff domestic partner benefits. We have on numerous occasions since the signing of the CBA expressed our willingness to negotiate with the administration over domestic partner benefits. There is absolutely nothing that would stop the administration from signing a Memorandum of Understanding extending domestic partner benefits to Bargaining Unit Faculty. By refusing to negotiate with AAUP-WSU over this important issue, our administrators have clearly shown that they are willing to pay little more than lip service to diversity. Continued inaction on this issue will in the long run hurt our ability to recruit or retain the best faculty, once again allowing expediency to triumph over quality.

## What is new in the CBA

By Rudy Fichtenbaum, Chief Negotiator AAUP-WSU

This article explains some of the important changes in our new collective bargaining agreement (CBA). This article will not deal with changes in Article 13 (Promotion and Tenure) since these changes will be covered in a separate article.

<u>Compensation:</u> In each of the next three years all Bargaining Unit Faculty will receive a 1.5 percent across-the-board raise. There will also be a 1.5 percent merit pool for each department in each of the next three years. In addition, every Professor will receive a market adjustment of \$1284 in 2005-06, and every assistant and associate professor will receive \$320 in 2006-07 and 2007-08. Also in 2006-07 there will be 0.4 percent allocation for "equity". The process for distributing this equity money will be the same as what was used in 2004-05 of our last CBA. Finally, there is language in the CBA which guarantees that the average salary for each rank in years 2006-07 and 2007-08 will be 1 percent above seventh place among eleven state universities in Ohio.

This contingency language was written in anticipation of the fact that (we believed strongly) other schools in Ohio would be receiving raises in excess of 3 percent a year, particularly in 2007-08. There is no telling whether this contingency language will result in additional raises, but if it does go into effect it will result in a dollar amount being added to a BUFM's salary before calculating any of the percentage increases mentioned above. Being 1 percent above seventh place in each rank guarantees at a minimum that we will be in 6<sup>th</sup> place in all ranks. In 2004-05 our Assistant and Associate Professors were 4<sup>th</sup> in the state and our Professors were 7<sup>th</sup> in terms of salary.

There were also changes in minimum salaries which resulted in raises for 26 of our lowest paid BUFM ranging from \$2 to \$5,530, with an average raise of \$2,428. This amounted to another 0.2 percent raise for BUFM. In addition, the minimum salaries will be adjusted each year.

Overall the average raise for 2005-2006 was 3.8 percent. At a minimum, the average raise for 2006-07 will be 3.7 percent, and for 2007-08 the minimum average raise will be 3.3 percent. Of course the actual averages for 2006-07 and 2007-08 will depend on whether our contingency language is triggered.

<u>Health Benefits</u>: We agreed to pay higher premiums starting January 1, 2006. Although the administration had asked for a sliding scale on the basis of income, we negotiated one rate for all BUFMs. The schedule of premiums is listed on page 71 of the new CBA. Starting in 2006 the lowest cost plan is the Anthem PPO, followed by the United Healthcare PPO and the Anthem HMO (Lake Campus BUFMs also have the option of Anthem Traditional which is the high cost plan). We calculated that these premium increases would cost the average BUFM \$640 over three years, providing the rationale for giving each Assistant and Associate Professor \$320 in 2006-07 and 2007-08. In effect we told the administration that we would agree to the increases they had already imposed on the rest of the employees at WSU only if they agreed to pay for the increase with a "market adjustment." Part of the \$1,284 for each Professor also was negotiated to pay for the increased cost of health care, with the remainder being used to raise the ranking of our Professors in the state.

As part of the health care package we were also able to hold the line on all co-pays and deductibles, and the administration agreed to no increase in drug co-pays. In addition, we have some benefit improvements in our dental coverage. Beginning January 1, 2006, there will be 100 percent coverage for all preventive care (exams, emergency palliative treatment, cleanings, X-rays and sealants).

Another important change in a health related benefit is that BUFMs may now use the fitness center free of charge with a reduced rate for family memberships.

<u>Grievances:</u> There is new language on grievances filed on annual evaluations. In the past, a number of faculty members filed grievances each year regarding their annual evaluations. We were able to win grievances over annual evaluation when it was clear that a chair had blatantly disregarded criteria in bylaws. However, we were unable to win the grievances which alleged that the chair's annual evaluation was inconsistent or involved

prejudicial treatment. This left us in a position of deciding to take a case to arbitration, which could cost \$15,000 in legal fees while the faculty member might only receive additional compensation of \$200 per year. In virtually all of these cases, the Executive Committee decided that it would not be a wise use of members' dues to take such cases to arbitration, which effectively left these members without a remedy. The new CBA includes a procedure modeled after our promotion and tenure appeals process, which allows a BUFM to file a grievance if he or she believes that there has been a pattern of inconsistent or prejudicial treatment over a period of at least three years. When such a grievance is filed, a joint committee will be formed consisting of two BUFM selected by AAUP-WSU and two faculty members selected by the administration. This Committee will have the power to make a binding decision concerning the grievance. This will give BUFMs an additional avenue to pursue grievances over annual evaluations. At the same time, if the chair has simply not followed the criteria in department bylaws a grievance can still be filed without waiting for three years.

<u>Discipline</u>: There is also new and important language in the article on Discipline. We now have language stating that the University subscribes to the principle of progressive discipline. This means the administration must take into account the severity of conduct and whether a BUFM is a repeat offender. There are also some additional protections which go beyond the legally mandated minimum rights defined in Ohio labor law. As before, a BUFM always has the right to refuse to discuss an incident and to be represented by AAUP-WSU in any meeting that might ultimately result in discipline. However, the new language also defines the term *formal investigation*, and requires the administration to notify the BUFM and the AAUP-WSU in writing of any allegations unless the administration has reasonable suspicion of unlawful or criminal activity. This important new language will allow AAUP-WSU to inform a BUFM of his or her rights when the administration is conducting an investigation that could lead to discipline.

<u>Outside Employment</u>: Under the old CBA a BUFM engaged in outside employment must obtain approval of his or her department chair. The new CBA specifies that approval has to come from the Dean, and that BUFMs should make every effort to avoid outside employment activities that compete directly with the academic functions of the University.

Professional Development Leaves: One of the most important changes in the new CBA is Article 29 dealing with professional development leaves (PDL). In the past each college received a certain number of quarters of PDL, and in addition there was a University pool of supplemental leaves. Supplemental leaves were granted on a competitive basis by the Bargaining Unit Faculty on the University Promotion and Tenure Committee. This meant that the members of the University P & T Committee had to compare proposals from all disciplines and choose winners and losers, although the Committee members may not have had the expertise to evaluate the merits of each proposal objectively. In the new CBA supplemental leaves have been eliminated and all quarters of PDL are distributed to the Colleges. The new CBA requires that College P & T Committees rank each proposal (high, medium, low or unsatisfactory) and recommend the number of PDL quarters that should be granted (3, 2, 1 or 0) using criteria listed on page 79 of the new the CBA. The P & T Committee then provides this information in the form of a recommendation to the Dean who will grant PDL using the criteria in the CBA. A Dean may request that additional quarters be awarded from unused allotments in other Colleges. These requests will be made to the Provost, and if the requests are less than or equal to the number of unused quarters the requests will be granted. If the requests exceed the number of quarters available, the Bargaining Unit Faculty Members on the University P & T Committee will award the unused quarters on a competitive basis using the criteria in the CBA but without changing the priority order set by the Dean. This means that the University Committee cannot award someone whose proposal was ranked second in a College while denying a proposal from the same College that was ranked first. The language in the new CBA provides about the same number of guarters of PDL as under the previous CBA, but allows them to be distributed based on recommendations made by faculty who should have a better understanding of the merits of each proposal.

More Faculty Positions: As many of you are aware, one of the key issues in negotiations was our demand that the administration hire more tenure track faculty. Although we did not get specific language in the CBA that would require the administration to hire more tenure track faculty, we did demand and receive a letter from President Goldenberg instructing the Provost and the Vice President for Business and Finance to hire a "substantial number" of new tenure track faculty in each of the three years covered by the new CBA, barring any unforeseen financial difficulties. Although we would have preferred to have more specific language in the CBA this is still a major victory for everyone who is concerned about the quality of our institution.

<u>Domestic Partner Benefits</u>: Finally, there is one area in which we were unable to make significant progress and that was in the area of domestic partner benefits. The CBA provides only that, if the Ohio Supreme Court issues a full and final opinion that state universities may grant domestic partner benefits, the administration will reopen negotiations for the extension of domestic partner benefits.

## Thanks to Our Bargaining Council and Negotiating Team!

Chief Negotiator Rudy Fichtenbaum has already reported on the highlights of our new Collective Bargaining Agreement, which is in effect from July 25, 2005 to June 30, 2008. We owe a big THANK YOU for the hard work of our Bargaining Council, led by President Paulette Olson, and the commitment and very skillful work of our Negotiating Team – Rudy Fichtenbaum, Jeanette Davy, Margaret Clark Graham, Barry Milligan, and Jim Vance.





2005 Fall AAUP-WSU Social

## **Calculating Merit Raises**

By Rudy Fichtenbaum, Chief Negotiator, AAUP-WSU and Jim Vance, Communication Officer, AAUP-WSU

#### How are Merit Raises Calculated?

How are merit raises calculated? Our new CBA has a two-part formula that specifies how; see section 11.7, on page 22 of the printed CBA. Our objective here is not to delve into the technical particulars of the formula but to explain its practical implications.

Here is a summary of what the two-part formula accomplishes:

First, a merit pool is calculated for each academic unit by adding up the base salaries of all the Bargaining Unit Faculty Members (BUFMs) in the unit and, for the current CBA, computing 1.5% of that sum. (The calculation of the merit pool is specified by the small formula at the end of the first bullet in section 11.7. The percentage comes from CBA sections 23.1.2, 23.2.2, and 23.3.2.) Next, the larger of the two formulas in 11.7 allocates the merit pool among the department's BUFMs in accordance with the following three principles:

- Half the merit pool is allocated so that two persons with the same overall merit score get the same dollar increase in their base salaries.
- II. The other half of the merit pool is allocated so that two persons with the same overall merit score get the same percentage increase in their base salaries.
- III. If your overall merit score goes up (and everything else stays the same) then of course your merit raise goes up, too.

#### An Example

Let us illustrate how this works by a simple example. The table below pertains to a fictional department having five BUFMs. The base salaries of all five BUFMs add up to \$281,000, so the merit pool for the department is 1.5% of that, or \$4,215. Half the merit pool, or \$2,107.50, is allocated in accordance with principle I above; see column 4 in the table. Notice that BUFMs B and F, who have the same overall merit score in column 3, have the same dollar amount in column 4. This is principle I in action: equal merit scores yield equal dollar increases from the first half of the merit pool. Likewise, notice that BUFM C, who has the lowest overall merit score in column 3, has the lowest dollar amount in column 4; whereas BUFM D, who has the highest overall merit score in column 3, has the highest dollar amount in column 4.

The other half of the merit pool, \$2,107.50, is allocated in accordance with principle II above; see column 5 in the table to see dollar amounts going to the individual BUFMs, and column 6 to view these amounts expressed as a percentage of the respective base salaries. Notice that BUFMs B and F, who have the same overall merit score in column 3, have the same percentage in column 6; that is, the dollar amounts listed for them in column 5 represent not the equal amounts of money but equal percentages of their base salaries (which happens to be 0.825% in this fictional example). This is principle II in action: equal merit scores yield equal percentage increases from the second half of the merit pool. Likewise, notice that BUFM C, who has the lowest overall merit score in column 3, has the lowest percentage in column 6; whereas BUFM D, who has the highest overall merit score in column 3, has the highest percentage in column 6.

|        |           |         | 4             | _              |              | 7           |
|--------|-----------|---------|---------------|----------------|--------------|-------------|
| 1      | 2         | 3       | 4             | 5              | 6            | 1           |
|        |           |         |               |                |              | Total Merit |
|        |           |         |               | Second Part    |              | Raise       |
|        |           | Overall | First Part of | of Merit       | Column 5 as  | (column 4   |
|        | Base      | Merit   | Merit Raise   | Raise          | a percentage | plus        |
| Name   | Salary    | Score   | (principle I) | (principle II) | of column 2  | column 5)   |
| BUFM   | \$45,000  | 2.8     | \$375.86      | \$296.86       | 0.660%       | ·           |
| Α      |           |         |               |                |              | \$672.72    |
| BUFM   | \$48,000  | 3.5     | \$469.82      | \$395.82       | 0.825%       |             |
| В      |           |         |               |                |              | \$865.64    |
| BUFM   | \$55,000  | 2.1     | \$281.89      | \$272.13       | 0.495%       |             |
| С      |           |         |               |                |              | \$554.02    |
| BUFM   | \$65,000  | 3.8     | \$510.10      | \$581.95       | 0.895%       |             |
| D      |           |         |               |                |              | \$1,092.04  |
| BUFM   | \$68,000  | 3.5     | \$469.82      | \$560.74       | 0.825%       |             |
| F      |           |         |               |                |              | \$1,030.57  |
|        |           |         |               |                |              |             |
| Totals | \$281,000 |         | \$2,107.50    | \$2,107.50     |              | \$4,215.00  |

#### Why do we allocate merit raises this way?

First, the formula represents a compromise between higher and lower paid faculty in an academic unit. Lower paid faculty would benefit if the entire merit raise were given in accordance with principle I (equal performance yields an equal raise expressed in dollars). Conversely, higher paid faculty would benefit if the entire merit raise were given in accordance with principle II (equal performance yields an equal raise expressed as a percentage of salary). As it is, our merit raise formula is a 50-50 compromise between these competing interests.

Second, and most important, the formula insures that there is a direct correspondence between a BUFM's annual evaluation and his or her merit raise. In the days before collective bargaining, department chairs could decide to give two individuals who had the same base pay identical evaluations but different merit raises (and would be under no obligation to defend or even explain the decision). This cannot happen under our CBA. In fact, the only influence that the chair has on one's merit increase comes from the overall evaluation score; and the three components of this score that the chair does determine (merit scores in teaching, in scholarship, and in service) must be based upon the annual evaluation criteria in departmental bylaws. Thus, the link between performance and merit raises is transparent and explicit.

## In the interest of full disclosure...

We should point out that in any unit having some Bargaining Unit Faculty on academic year appointments and others on fiscal year appointments, the computation of merit raises is somewhat more complicated. In effect, for purposes of the calculation and nothing else, fiscal year faculty have their salaries scaled down to an academic year equivalent, then merit raises are calculated for all BUFMs in the department, and then the merit raises for fiscal year faculty are scaled up to the fiscal year equivalent. See section 11.7.1 of the new CBA. This procedure avoids an unfair penalty that would otherwise occur when faculty move between academic and fiscal year appointments.

Likewise, the performance of each BUFM who reports to a provost or a vice president is not governed by annual evaluation criteria in departmental bylaws, but instead by annual goals agreed upon by such BUFMs and those to whom they report. All such BUFMs form a single "virtual" department for purposes of determining a departmental merit pool and the allocation thereof. See section 11.2.5 of the new CBA.

#### **Questions are Welcome!**

Let us close with an invitation. If you want to understand the technical particulars of our two-part merit increase formula, or if you have any sort of question about how merit increases work, please get in touch with any member of your AAUP-WSU Executive Committee. Rudy Fichtenbaum and Jim Vance are especially suitable for such inquiries. Contact information for them and all other Executive Committee members is online at www.wright.edu/admin/aaup/Officers.html and we'd be delighted to hear from you.

## **Report from the Summer Institute**

The annual Summer Institute sponsored by the American Association of University Professors was held from July 21-24 at the University of New Hampshire in Durham. A record number of over 150 AAUP members attended the institute, and more than half of them were first-time attendees. Larry Weinstein (a veteran) and Amber Peplow (first-time attendee) represented AAUP-WSU. Here is a brief report from Amber:

Many of our friends and colleagues at higher education institutions around the country are hungry for the rights our AAUP chapter enjoys. They yearn for the right to bargain collectively and to have a fair and open tenure process system. Many of our peers at public and private institutions are denied the right to collective bargaining that we have successfully employed in negotiating three contracts. Labor law provides no legal right for faculty at private institutions to bargain collectively. Moreover, several states such as New Mexico, Nevada, and Colorado have laws in place that forbid our peers at public institutions from participating in collective bargaining. Even though state law may not forbid collective bargaining, some administrations, including Ohio's own University of Akron, refuse to bargain in good faith. The clarity of our tenure process amazed our colleagues because very few institutions specify the requirements for tenure in the amount of detail as Wright State does. The stories of various administrations' misuse and abuse of the tenure system were numerous

Collective bargaining and our tenure process are just a few of many privileges we enjoy due to the AAUP. While we need to recognize our accomplishments, we should not become complacent. At the Summer Institute, I was exposed to the success of our peers, many of which I hope we may someday imitate. For example, Cuyahoga Community College in Cleveland has made progress towards equalizing pay across disciplines. Pay is determined on a step system, where one's placement is based on education, experience, skills, etc. While the temptation in such a system might be to compress salaries of higher paid fields, the reality has been that the lower paid fields have risen to the level of their colleagues.

But the Summer Institute is more than a pep rally lifting the spirits of the downtrodden and celebrating the success of others. The Summer Institute allows our chapter to benefit from the ideas, knowledge, and skills of other chapters without having to reinvent the wheel. For example, the California AAUP conducted a wonderful session outlining the keys to a successful campaign that could be imitated by our chapter to help us resolve issues with administration in the future. When administrators in California refused to negotiate on some proposed contract changes, the California AAUP successfully used public hearing and teach-ins as a negotiating strategy. In the past contract negotiation, we too experienced the administration's refusal to negotiate on workload, domestic partner benefits, and faculty-to-student ratios, and I'm sure in the future we will experience other impasses at the negotiation table. I left the session inspired and excited by the possibilities, but more importantly, I left this session and others with skills, knowledge, step-by-step manuals, resources and contacts that can benefit our chapter. For these reasons and so many more, the Summer Institute is an invaluable experience, and I hope in the future you will consider attending.

## Congratulations!

We extend our heartiest congratulations to Bargaining Unit Faculty members who were promoted and who have been awarded professional development leaves. Our best wishes for a happy and productive year to all!

#### **Promotion to Professor**

Joseph Coleman, Information Systems & Operations Management William Slonaker, Management Colleen Finegan, Teacher Education Henry Dahlman, Music Paul Lockhart, History John Sherman, History Kristine Scordo, Nursing James Amon, Biological Sciences Herbert Colle, Psychology Steven Berberich, Biochemistry John Turchi, Biochemistry and Molecular Biology

#### Promotion to Associate Professor with Tenure

Marlena Akhbari, Finance and Financial Services Roger Carlsen, Educational Leadership Scott Graham, Educational Leadership Bin Wang, Computer Science and Engineering Mindy McNutt, Organizational Leadership Jacqueline Bergdahl, Sociology Elliot Gaines, Communication Greg Hellems, Theatre Arts Angela Beumer Johnson, English Sharon Jones, English Teressa McWilliams, Theatre Arts Kathryn B. Meyer, History Penny Park, Art and Art History Mary Rucker, Communication Mary Wenning, Urban Affairs Norma Wilcox, Sociology Patricia Vermeersch, Nursing Gregory Kozlowski, Physics Doyle Watts, Geological Sciences

#### Tenure at Rank of Associate Professor

Michael Sincoff, Management

John Martin Emmert, Electrical Engineering

## Professional Development Leaves for 2005-06

Robert Ping, Marketing
Thomas Traynor, Economics
Donna Cole, Teacher Education
Tim Raferty, Educational Leadership
Guozhu Dong, Computer Science
Junghsen Lieh, Mechanical Engineering
Soon Chung, Computer Engineering
Ava Chamberlain, Religion
David Seitz, English

Edgar Melton, History
David Orenstein, Sociology
Theresa Myadze, Social Work
Joe Deer, Theatre Arts
Ron Geibert, Art and Art History
Janice Belcher, Nursing
Makarand Ratnaparkhi, Mathematics
Richard Bullock, English
Kristine Scordo, Nursing

## **Executive Committee**

The following members serve as members of the WSU-AAUP Executive Committee. Contact information for all officers is posted on our web page, http://www.wright.edu/admin/aaup/Officers.html

President: Paulette Olson, Professor of Economics

Vice President: Anna Bellisari Secretary: Audrey McGowin Treasurer: Larry Weinstein

Communication Officer: Jim Vance Member-at-Large: Henry Ruminski Member-at-Large: Travis Doom Chief Negotiator: Rudy Fichtenbaum

Grievance & Contract Adminstration: Barry Milligan AAUP-WSU Administrative Assistant: Connie Jacobs



Barry Milligan, Professor of English is the new WSU-AAUP Grievance and Contract Administrator this year. He can be reached at barry.milligan@wright.edu or 775-4805. He succeeds David Barr, who has assumed the chairship of his academic department.

## Coming Up Soon...

## **Equity Raises**

The new CBA provides for 2006 equity raises for faculty "whose salaries are inappropriately low according to market considerations or proportionately lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance" (Article 23.2.3). Amounts for such raises will be mutually agreed to by AAUP-WSU and the University. Faculty members who plan to apply should consider

preparing their cases for such raises soon. Announcements regarding the procedure and deadlines will appear in the near future. Questions? Please contact any Executive Committee member.

#### **Paid Parental Leave**

The new CBA also provides for development of a Parental Leave Program (Appendix G). A joint committee to negotiate terms of this program is composed of Rudy Fichtenbaum, Jim Vance, and Anna Bellisari representing AAUP-WSU and Bill Rickert, Rich Johnson, and Michele Wheatly representing the University. Negotiations have begun. Your input is greatly appreciated, so look for a survey soliciting your ideas and needs for this new entitlement. If you should have an immediate need for this benefit, please contact AAUP-WSU (Rudy Fichtenbaum, rudy.fichtenbaum@wright.edu or 775-3085)

## **Academic Freedom and Responsibility**

Last month Ohio legislators removed from the agenda Senate Bill 24, the so-called "Academic Bill of Rights" based on the campaign mounted by conservative writer and political commentator, David Horowitz, and his associates in the group Students for Academic Freedom. Such legislation has also been proposed in many other states, but no state has adopted it so far. Existing policies and practices on Ohio's campuses already ensure students' academic rights, as does a long-standing AAUP policy on academic freedom. By turning down this legislation, which proposes to establish government oversight in curriculum, coursework, and classroom discussions on campuses, the Ohio legislature demonstrated its respect for the academic independence of Ohio colleges and universities and their faculties. The American Association of University Professors has joined a coalition of national higher education associations in issuing a joint statement on Academic Freedom and Responsibility which stresses the importance of academic independence from government interference.

## **AAUP-WSU Is Working 4 U!!**

- The previous Grievance and Contract Administrator processed three Promotion and Tenure cases through the
  appeals process; one faculty member was eventually granted tenure and promotion, one was denied tenure and
  promotion, and one was denied promotion.
- Two faculty members were assisted in grievances over bias in annual evaluation; another faculty member was assisted in a disciplinary process.
- A conflict involving faculty members and a department chair was mediated by the GCA. The outcome was a
  positive one for the department faculty.
- Rules for summer employment were clarified in one department and interpretation of bylaws in another.
- AAUP-WSU sponsored a workshop on Promotion and Tenure assisting faculty in following the application procedures. Past workshops have helped to reduce procedural errors and grievances related to P&T.
- Guidelines for the University P&T Committee were spelled out in a conference with the Provost.
- A FAQ on the use of student evaluations in the P&T process was published. Its aim is to assist faculty in calculating distributions of grades and evaluation scores when they prepare files for promotion.
- Numerous errors in calculating the new compensation schedule were identified and brought to the attention of the WSU administration for correction. In particular, merit calculations in Department of Geological Sciences were repeatedly in error.
- The Executive Committee raised concerns with the administration about plans to offer courses during the December "Intersession." Pay rates for teaching outside the academic calendar and the impact of teaching such courses upon summer teaching opportunities were the primary issues.
- The AAUP Fall Social was held on September 16 in the Millett Hall Atrium. Approximately 60 Bargaining Unit Faculty members attended. The Wright Profs provided fantastic musical entertainment.

MAIL TO: