

9-1-2004

## Right Flier: Newsletter of the AAUP-WSU Volume 5, Number 1, September 2004

American Association of University Professors-Wright State University

Follow this and additional works at: <http://corescholar.libraries.wright.edu/rightflier>

---

### Repository Citation

(2004). Right Flier: Newsletter of the AAUP-WSU Volume 5, Number 1, September 2004. , 5 (1).  
<http://corescholar.libraries.wright.edu/rightflier/30>

This Newsletter is brought to you for free and open access by the American Association of University Professors at CORE Scholar. It has been accepted for inclusion in The Right Flier Newsletter by an authorized administrator of CORE Scholar. For more information, please contact [corescholar@www.libraries.wright.edu](mailto:corescholar@www.libraries.wright.edu).

# The Right Flier

Newsletter of the WSU-AAUP

Volume 5, Number 1, September 2004

Editor, Anna Bellisari

Administrative Assistant, Connie Jacobs

## ***THE PRESIDENT'S MESSAGE***

By Paulette Olson

On behalf of the Executive Committee (EC), I would like to welcome everyone back for another academic year, and to extend an especially warm welcome to our new colleagues. I would also like to thank those who have recently become members of our Chapter of AAUP. For those of you who have not yet joined, we encourage you to make that commitment as we enter into contract negotiations. The greater our numbers, the greater our strength at the negotiating table; it's that simple!

Our second annual fall social was a great success, and provided a fun beginning for what will be a challenging and exciting year. Our contract expires on June 5, 2005, and the negotiating team is preparing to enter negotiations with the administration in January. Meanwhile, the Bargaining Council (BC) has begun its weekly meetings to review the contract and make recommendations to the negotiating team. This might be a good time to find your copy of the contract, dust it off, and read it. During the fall quarter, bargaining unit faculty members (BUFMs) are encouraged to contact their college representatives on the BC with their contract-related concerns and suggestions. How can we improve the contract? This is the main question! Rest assured that over the last few years, members of the EC have been busy making notes about what is and isn't working in the contract, and we have attempted to draft language to address the problems. However, if you have initiatives that you would like to see discussed at our next BC meeting, please submit them to your college representative (see roster of BC members below). We welcome your input and participation.

By the end of the academic year, we will be voting on whether to ratify the new contract. If you are not yet a member of the chapter, it's not too late to join and gain the right to vote. If there was ever a great time to join, this would be it. What are you waiting for? Join and Vote!

## ***BARGAINING COUNCIL MEMBERS AND MEETING CALENDAR***

<b>Name</b>	<b>Department</b>	<b>Email Address</b>	<b>Campus Phone #</b>
Abinash Agrawal	Geological Sciences	abinash.agrawal@wright.edu	3452
Scott Baird	Biological Sciences	scott.baird@wright.edu	4171
Donna Cole	Teacher Education	donna.cole@wright.edu	3998
Travis Doom	Computer Science	doom@cs.wright.edu	5105
John Feldmeier	Political Science	john.feldmeier@wright.edu	2229
Steve Frederick	Health-Physical Education	steve.frederick@wright.edu	3258
Thomas Hangartner	Bio Med & HF Engineering	thomas.hangartner@wright.edu	208-2257
Steven Higgins	Chemistry	steven.higgins@wright.edu	2479
Barbara Hopkins	Economics	barbara.hopkins@wright.edu	2080
Kenji Oshiro	Urban Affairs & Geography	kenji.oshiro@wright.edu	2845
Amber Peplow	Communication	amber.peplow@wright.edu	2264
Lawrence Prochaska	Biochemistry & Molecular Bio	lawrence.prochaska@wright.edu	2551
Mark Sirkin	Political Science	mark.sirkin@wright.edu	4222
Hans Sprohge	Accountancy	hans.sprohge@wright.edu	2365
James Steinberg	Lake Campus	james.steinberg@wright.edu	419/586-0342
Larry Turyn	Mathematics & Statistics	larry.turyn@wright.edu	2775

### **Bargaining Council Meeting Schedule:**

09/28 10/04 10/12 10/18 10/26 11/01 11/09 11/15 11/23 11/29

# FALL FUN

By Anna Bellisari, Vice President

The WSU chapter of AAUP started the Fall Quarter with a social gathering in the Millett Atrium on September 10. The crowd was large, food was delicious, and music by the Wright Profs was great. Special chapter members were recognized for their outstanding contributions to the growth and development of our union.



Picture clockwise: Mel Goldfinger, Adrian Corbett, Al Spetter, and Dan Voss.

*Melvyn D. Goldfinger* served as President of AAUP-WSU from 1992 to 1998. He led the organization from a small advocacy chapter with barely a dozen members to a formally recognized Collective Bargaining Unit. He has been a tireless advocate for the faculty, and he is truly the Father of our Union.

*Adrian M. Corbett* served as first President of the Collective Bargaining Unit from 1998 to 2000 and again from 2002-2003. Her guidance through negotiations for our first contract and her many other services are deeply appreciated.

*Allan B. Spetter* presided over the chapter from 2000 to 2002, during the years leading up to the second Collective Bargaining Agreement. We are grateful for his patient, deliberative, and dedicated leadership.

*Daniel T. Voss*, chapter President from 2002 to 2003, guided the chapter to record membership levels. We recognize with gratitude his steadfast dedication to the chapter during turbulent years.



# ***What Faculty Need to Know About Ohio's Collective Bargaining Law***

By Rudy Fichtenbaum, Chief Negotiator

Collective Bargaining for public employees in Ohio is governed by Ohio Revised Code (ORC) 4117. This law gives public employees certain rights, but it places certain limitations on them as well. As we begin negotiations for our new contract it is important that Bargaining Unit faculty understand the basic features of ORC 4117 as they pertain to contract negotiations.

It is the stated goal of ORC 4117 to promote "orderly and constructive relationships between all public employers and their employees."

**Collective bargaining means that employers and the employees must meet to negotiate about "wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement." Neither side can be forced to accept the position of the other side; however, they must negotiate with the intent of reaching an agreement.**

How does the negotiations process begin? At least 60 days prior to the end of an existing contract, if either party wishes to modify the existing agreement, they need to provide written notice to the other side stating their intention. Once this notice has been served the parties are required to begin negotiating.

Since neither party is required to accept the position of the other side, ORC 4117 has a built-in dispute resolution procedure. It allows the parties to agree to an alternative dispute resolution procedure, which is acceptable to both parties including binding interest arbitration. Without an alternative dispute resolution both sides are governed by the dispute resolution procedure contained in ORC 4117.

The dispute resolution procedure contained in ORC 4117 states that if the parties cannot reach an agreement within 50 days before the expiration of a contract, either side can request intervention by the State Employee Relations Board (SERB). If SERB determines that both sides have been bargaining in good faith but have reached an impasse or they have not reached an agreement 45 days before the end of an agreement then SERB can appoint a mediator. The job of the mediator is to try and help both sides reach an agreement on outstanding issues.

**If the mediator reports to SERB that an impasse exists or that the sides have been unable to reach an agreement 30 days prior to the expiration of the contract then SERB must appoint a fact finder (or fact finding panel) selected by the parties from a list provided by SERB.**

The fact finder(s) may engage in mediation efforts. If these efforts fail then a fact-finding hearing is held. The fact finder(s) must make a recommendation no later than 14 days after his or her (their) appointment by SERB unless both parties agree to extend the deadline.

When a fact-finding report is issued it is in the form of a recommendation to both sides. Either side may reject the fact-finding report by a three-fifths vote of its total membership. This means it takes three-fifths of the Board of Trustees or three fifths of the WSU-AAUP membership to reject the fact-finding report. If neither side rejects the report then it is determined by SERB that both parties have reached an agreement. If either party rejects the fact-finders report they can then voluntarily agree to resume negotiations, adopt an alternative dispute resolution procedure or go on strike after a ten-day written notice to the employer.

**It is critical for WSU-AAUP members to understand that unless one of the sides rejects a fact-finding report we are prohibited from going on strike.**

Rejecting a fact-finder's report is a necessary condition, according to ORC 4117, to give public employees the right to strike. However, rejecting a fact-finders report does not automatically mean that we must go on strike.

**Members of the 2005 WSU-AAUP Negotiating Team are: Rudy Fichtenbaum, Chief Negotiator, Jeannette Davy, Margaret Clark Graham and Jim Vance -- and Barry Milligan, whose name was inadvertently omitted from the version of this newsletter circulated in printed form.**

***Remember to VOTE on November 2.***

## ***Do you have a grievance?***

**By David L. Barr, Grievance & Contract Administration Officer**

The Collective Bargaining Agreement (CBA) between the University and AAUP-WSU is meant to insure fair and responsible performance by both the faculty and the administration. There are two mechanisms for insuring things run smoothly. When an administrator believes a faculty member has violated the contract, there is a process for Discipline (Article 14). When a Bargaining Unit Faculty (BUF) believes an administrator has violated the contract there is a process called Grievance (Article 16). A grievance is not the same thing as a gripe; a grievance is a specific violation of one of the terms of the contract (including the terms of your departmental by-laws). Grievances have arisen over many issues from chalk and textbooks to issues of tenure and annual evaluation.

### ***This Past Year***

We have processed 39 cases, 27 involving grievances, 9 involving discipline, two tenure appeals, and one arbitration. Of these, 6 related to promotion and tenure, 7 related to compensation, and 14 to a variety of other issues. Of those already resolved, the tenure cases split 3 in favor of the faculty member; 3 against. The majority of the rest were resolved in favor of the bargaining unit member. Most were resolved through a process of reasonable compromise.

### ***Getting Involved***

The AAUP executive committee has authorized me to expand the Grievance Committee by finding a grievance advisor in each college. This individual will be trained and will be the primary contact for initial consultation. These advisors will constitute a committee, which I will chair, that will meet periodically for training and for discussion of cases. If you are interested in being a part of this very important aspect of our union's work, contact me for further information (david.barr@wright.edu or 775-2293).

### ***Summary of the Process***

In general terms, the grievance process consists of 3--possibly 4--stages. The preliminary stage attempts to resolve the issue through a meeting of the bargaining unit member and the administrator involved. It is important at this stage that you formulate your complaint as precisely as possible and base it on some provision(s) of the contract. (See the Grievance Form at: <http://www.wright.edu/admin/aaup/GrievanceForm.pdf>) We are available for consultation at this stage. The next stage--called Step One in the contract--involves the filing of a formal grievance and a meeting that involves the administrator, the grievant, and one of the grievance officers who will be handling the case. This grievance must generally be filed within 40 days of the event giving rise to the grievance. (See the contract, Article 16.4 for the official details.) If the grievance is not resolved at this level, it proceeds to Step Two, a meeting of the grievant and the grievance officer with the provost. Nearly all grievances are resolved at or before this stage. If it is not, and if it is of sufficient importance and merit, the AAUP may submit the grievance to binding arbitration. This action is taken only by the authorization of the Executive Committee.

This summary is meant only to give a broad view of the grievance process. You are encouraged to study the official description in Article 16 of the contract. If you want a copy of the contract, contact the AAUP office by email (connie.jacobs@wright.edu) or phone (775-3608), or just stop by 016 Millett Hall--next to the mailroom. Or read it on line at: <http://www.wright.edu/admin/aaup/Contract.html>

## ***Results of Regular Chapter Member Survey***

**By Audrey McGowin, Secretary**

Regular chapter members (RCMs) who returned their WSU-AAUP surveys last June had some very strong opinions regarding several issues.

- It is extremely important that faculty compensation (salary and benefits) be competitive with compensation at comparable public universities in Ohio.
- Adequate limits on the university's reliance on non-professorial personnel (adjuncts, instructors, lecturers, and staff) to teach students should be in place.
- Opportunities for faculty development (sabbaticals, research and travel support, etc) should be increased.

Most RCMs who responded said that the CBA has improved the promotion and tenure process by making it more fair and transparent. Yet, the annual evaluation process and the summer compensation policy could be improved. Respondents were split evenly regarding how professional development leaves (PDL) should be awarded. Under the current system, supplemental quarters are allocated by Bargaining Unit Faculty on the University Promotion and Tenure Committee. Under the proposed system, supplemental quarters would be allocated to individual colleges and awarded at



the college level. The issue of academic support facilities received mixed reviews. While most RCMs who responded agreed that the support facilities are adequate, they feel that there are still some very important issues to address.

**Thank You**

Many thanks to all of you who responded to the survey last spring. Your participation is very important and much appreciated. Congratulations to the four respondents who won Barnes & Noble gift certificates – Jackie Bergdahl, Marietta Langlois, Gary Pacernik, and Jim Runkle.

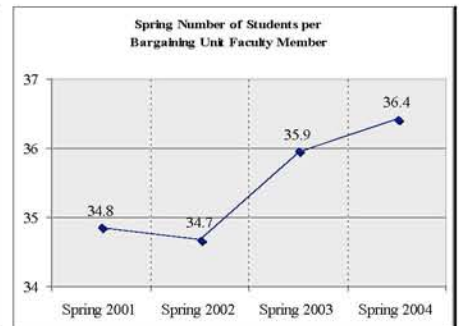
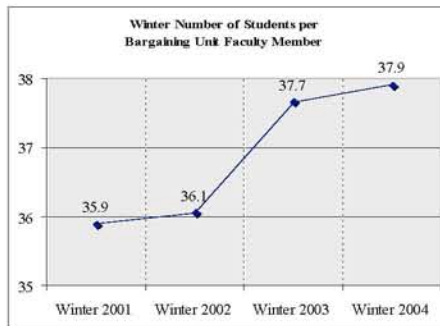
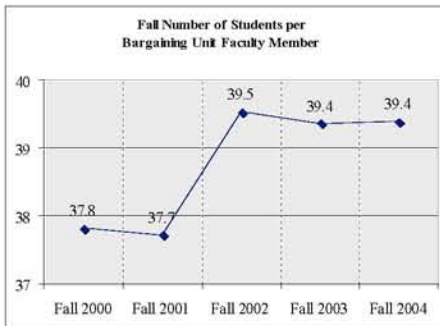
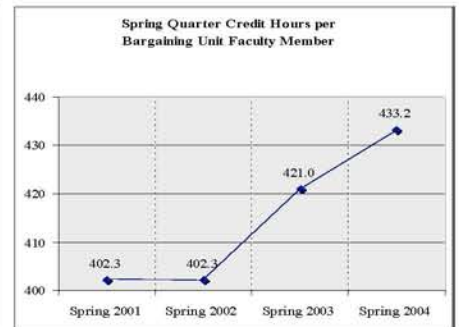
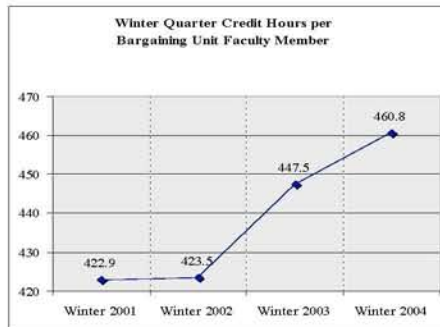
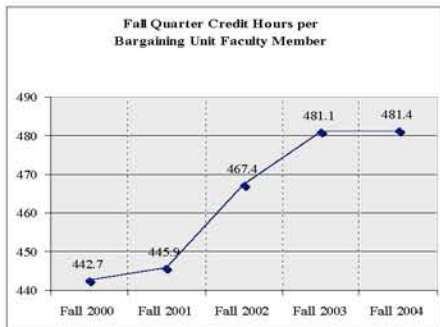
**Six Telling Graphs**

By Jim Vance, Communication Officer

The graphs below tell an obvious tale regarding the number of Bargaining Unit Faculty at Wright State vs. the number of students and the number of credit hours for which they have enrolled. We are working harder, and students are less likely to be taught by professorial faculty – a disservice to students and faculty alike.

Our sources of information are two-fold. First, we used AAUP-WSU data about the number of Bargaining Unit Faculty, tracked accurately from week to week year 'round and compiled with ongoing cooperation from the administration. Second, we obtained the university Registrar's 14th day enrollment data about the number of students enrolled at WSU and the number of credit hours they are taking. For both these figures, School of Professional Psychology and School of Medicine students are *not* included. Because some School of Medicine courses are taught by Bargaining Unit Members, our collective workload is actually slightly under-stated by the data shown.

Here's an example illustrating how the numbers in the graph were determined: The first graph "Fall Quarter Credit Hours per Bargaining Unit Faculty Member" shows the figure 442.7 for Fall Quarter 2000. The university Registrar reports from that term's 14-day enrollments, students had registered for 174,853 quarter hours of classes, School of Professional Psychology and School of Medicine not included. AAUP-WSU's own tracking of the Bargaining Unit shows that there were then 395 Bargaining Unit Faculty Members. The net is  $174,853 \div 395$  or 442.7 credit hours per Bargaining Unit Member.



## ***Congratulations***

The following Bargaining Unit Faculty Members were awarded professional development leaves for 2004-05. Best wishes for a happy and productive year!

Maher Amer – Mechanical & Materials Engineering  
Glen Cebulash – Art & Art History  
Marlese Durr – Sociology  
Barbara Fowler – Nursing  
Ardeshir A. Goshtasby – Computer Science & Engineering  
Chris Hall – English Language and Literatures  
Michael Hennessy – Psychology  
William Irvine – Philosophy  
James Larsen – Finance  
Paul Lockhart – History  
Tom Macaulay – Art & Art History  
Chamdler Phillips – Biomedical, Industrial, and Human Factors Engineering  
Patricia Renick – Teacher Education  
William Slattery – Geological Sciences  
Tracy Snipe – Political Science  
Raghavan Srinivasan – Mechanical & Materials Engineering  
Debra Steele-Johnson – Psychology  
Vincent Yen – Operations Management and Information Systems

## ***WSU-AAUP Executive Committee Members for 2004-05 are:***

President	Paulette Olson	2409
Vice President	Anna Bellisari	2923
Secretary	Audrey McGowin	2791
Treasurer	Larry Weinstein	4598
Member-at-Large	Virginia Nehring	2634
Member-at-Large	Henry Ruminski	2950
Chief Negotiator	Rudy Fichtenbaum	3085
Grievance & Contract Administration	David Barr	2293



MAIL TO:

