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The Right Flier

The Newsletter of AAUP-WSU

Volume 14, Number 3
2013-2014

Editors: Marty Kich and Linda Farmer

A Look Behind, a Look Ahead

by Jim Vance, Communication Officer, AAUP-WSU

Miles Behind Us: first workload frustration, then unionization election, next negotiation, now CBA and workload policy in hand

"Lately it occurs to me: What a long, strange trip it's been" ... Robert Hunter, circa 1970

Wright State's NTE faculty have come a long way in less than two years. Let's review the timeline:

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|----------------|---|
| November, 2011 | NTE leaders, unable to reach a satisfactory workload policy agreement with the WSU administration, approach the AAUP-WSU Executive Committee about collective bargaining for NTE faculty. |
| February, 2012 | Following consultations with AAUP-WSU's labor attorney, a core group of NTE organizers is assembled to lead a unionization campaign. |
| April, 2012 | A "card campaign" begins: each NTE faculty member is invited to sign a "Collective Bargaining Authorization Card" supporting unionization under the auspices of AAUP-WSU. |
| May, 2012 | The administration imposes a workload policy on NTE faculty, ignoring the policy developed by the Faculty Affairs Committee and approved by the Faculty Senate. |
| June, 2012 | After an overwhelming majority of NTE faculty sign cards, AAUP-WSU files for a unionization election with SERB. |

CBA? MOU? NTE? WT*??

This newsletter and other documents you receive from AAUP-WSU are replete with acronyms. Please see <http://www.wright.edu/administration/aaup/acronyms.pdf> when you encounter one whose meaning you don't know.

Sept. - Oct., 2012	In SERB-conducted secret ballot voting, over 75% of NTE voters approve unionization.
November, 2012	SERB officially creates the new NTE Bargaining Unit under the auspices of AAUP-WSU, and the RCMs vote to amend the AAUP-WSU Chapter Constitution and Bylaws accordingly.
March, 2013	Negotiations toward a first CBA for NTE faculty begin.
April, 2013	Parallel talks regarding a workload policy for NTE faculty begin.
August, 2013	Tentative agreement is reached on a CBA and companion workload policy for NTE faculty.
September, 2013	RCMs in the NTE Bargaining Unit vote overwhelmingly to approve the CBA and workload policy , and those documents are formally signed by representatives of AAUP-WSU and the administration.

Our hats are off to the NTE leaders whose determination led to the sequence of victories delineated above!

Highlights of the new CBA and workload policy for NTE faculty

Workload

It is perhaps appropriate that we begin with the matter of workload. After all, it was this issue that led NTE faculty to seek collective bargaining rights.

For Visiting Faculty, workload will be specified in the offer letter. But for all other NTE BUFMs – Instructors, Lecturers, Senior Lecturers, and Clinical Faculty in CoNH – the workload policy, incorporated into an [MOU](#), specifies teaching and service obligations. For Instructors in their first four years of service, a typical teaching load will be eight courses per academic year of three semester hours each. For all others, the teaching load will be lighter (typically, seven courses at three hours each, with particulars specified on a college-by-college basis) paired with a greater service expectation. All NTE BUFMs would be well advised to examine the [actual workload MOU](#).

Importantly, the MOU prohibits either the administration or AAUP-WSU from unilaterally changing the workload policy for NTE faculty. As is the case for changes in other terms and conditions of employment, *negotiations* are required.

CBA

The [new CBA for NTE faculty](#) is modeled on the [existing CBA for TET faculty](#); in many sections, the two CBAs are identical. Here are some of the new CBA's more important provisions.

About "Significant Service" Appeals

The workload [MOU](#) states that the usual workload for Instructors who have completed at least four years of employment at that rank, Lecturers, Senior Lecturers, and CoNH's Clinical Faculty is "Standard Teaching" plus "**Significant Service**". The latter term is defined beginning on page two of the workload [MOU](#). If you are among these NTE BUFMs, then your department chair (or dean) should have asked you to specify whether (1) you are currently engaged in "significant service" (with a description of that service), or (2) you plan to begin engaging in "significant service" no later than January, 2014 (with a description of that service), or (3) in the 2013-2014 academic year, you will teach an additional class in lieu of "significant service".

*If you specified (1) or (2) above but nonetheless are told that you will be assigned an additional class in lieu of "significant service", you have the **right to appeal!*** See part "D Alternative Workloads" in the workload [MOU](#), especially item "4 Appeals" for the particulars.

Further, after the appeals process has run its course, if you believe that the outcome violates the workload [MOU](#) or the CBA, you can **file a grievance** pursuant to [CBA](#) Article 16 "Grievance and Arbitration".

Job security: From the beginning of the seventh year of service, an NTE BUFM will have a “continuing appointment with no identified date of termination” and can be dismissed only if appropriate criteria are met and appropriate procedures are followed. These criteria and procedures will provide tenure-like job security. One can see the details in Article 15 of the new CBA.

Compensation: The raises 1-3 below will be retroactive to August 1, 2013 (to July 1, 2013 for those on Fiscal Year appointments).

1. Across-the-board: All continuing NTE BUFMs will receive a 2.0% raise to their 2012-13 base salaries. See Article 23 “Compensation,” section 23.1, of the new CBA.
2. Market: There will be a 0.4% “market” raise pool whose distribution must be agreed upon by AAUP-WSU and the administration. If the parties fail to agree on how to distribute some (or all) of this pool, then the monies whose distribution is not agreed upon will be distributed across-the-board, as a percentage of individuals’ 2012-13 base salary. In the most extreme case, in which the parties fail to agree on how to distribute any of this pool, the result would be an additional 0.4% across-the-board raise for all NTE BUFMs, i.e., 2.4% total. See section 23.1.1.
3. Minimum salaries: There will be significant minimum salary figures for each rank. These minimum salaries will provide additional raises for the lowest-paid individuals at each rank and are equivalent to an additional 1.6% across-the-board raise for the entire NTE Bargaining Unit. See Article 24 “Minimum Salaries”.

Promotion raises, overload pay, and compensation for teaching in summer are also specified in Article 23.

Health Care: In 2014, NTE BUFMs will continue to pay premiums for health, dental, and vision care on a sliding scale -- how much one pays depends in part upon one’s base salary -- and the actual amounts will be the same as (or possibly less than) what non-unionized employees pay. In the new CBA, see Article 26 “Medical, Dental and Vision Insurance” and especially the table in Section 26.3.

Professional Development Funds: Each NTE BUFM will receive \$500 per year in professional development funds. Legitimate expenses will include a wide range of teaching-related expenditures. For example, one could obtain a computer that is better than what the usual Faculty Computer Initiative funds would allow, travel to professional conferences, and so forth. Unspent funds will carry over to the next year. In the new CBA, see sections 18.4-18.4.6 in Article 18 “Institutional Environment”.

Miles Yet to Go: negotiations for successors to two CBAs to begin in January

The two CBAs now in effect – the [new one for the NTE Bargaining Unit](#), the [other for the TET Unit](#) – both expire on June 30, 2014. The administration and AAUP-WSU have already agreed to negotiate successors for these two CBAs simultaneously. This is the overwhelmingly practical approach, pending the anticipated merger of the two bargaining units into a single one, if for no other reason because the two CBAs have so much in common.

We fully expect these negotiations to begin in January, 2014, and for AAUP-WSU to be represented by a single negotiating team with members from both bargaining units.

Challenges Anticipated in Negotiations

“A Hard Rain’s A-Gonna Fall” ... Bob Dylan, 1962

CBA negotiations are always difficult. For several reasons, that will be especially so this time. What can we expect? Here are two of the challenges that we will face.

Salaries

In 2011, when we were negotiating the [current CBA for the TET Bargaining Unit](#), the infamous Senate Bill 5 (see sidebar) was threatening our union's very existence and in fact all public employee unions in Ohio. It is a considerable understatement to say that the administration had us at a disadvantage. Weeks after the TET CBA then in effect expired, but weeks *before* the November, 2011 election that would determine whether our collective bargaining rights would be preserved or eviscerated, we settled for next to nothing: although the TET BUFMs were protected against increases in our health insurance premiums and retirement program contributions, we got a grand total of only 1.0% in actual raises over three years.

To the surprise of no one, then, the salaries of our TET faculty have fallen significantly in comparison to those at Ohio's other public universities. We need to make up lost ground for our TET faculty, and we likewise need compensation increases for the NTE faculty, too.

Then there is the matter of inflation. The Bureau of Labor Statistics "CPI Inflation Calculator" shows that we have experienced almost exactly 4.0% inflation in the two-year period from 2011 until 2013, the first two years covered by the [current CBA for the TET Bargaining Unit](#); as we noted above, during that time the TET faculty have received real raises totaling a meager 1.0%. Therefore, **3.0%** in raises would be needed just to restore our salaries' buying power, and that assumes that there will be no additional inflation during the current TET CBA's term.

But we will face more in the way of economic challenges. Effective July 1, 2013, our retirement system contributions increased from 10% to 11%, and three additional one percent hikes will occur on July 1 of 2014, 2015, and 2016. All three of these additional hikes will occur during the anticipated three-year term of the successor CBAs. So, in effect we will start negotiations with a **3.0%** salary deficit.

In total, then, the next CBA will need to include **6.0%** raises just to account for past inflation and forthcoming increases in retirement contributions.

Health insurance

The administration has already signaled that it intends to make substantial reductions in the health insurance benefits it provides for other employees (roughly, those not protected by collective bargaining agreements) *and* to increase what they pay in monthly health insurance contributions. It is hard to imagine that they will not try to do the same to us.

In this context, let us note that the administration has not yet implemented a meaningful wellness program, i.e., a program to help employees and their dependents enjoy healthier lives *and* thus to reduce medical expenditures. This is

About Senate Bill 5

Senate Bill 5 was legislation introduced in the Ohio Senate in February, 2011. Briefly put, if enacted it would have stripped public employees in Ohio of their right to collective bargaining. This bill was eventually passed, albeit narrowly, by the two houses of the Ohio legislature and signed by Governor Kasich in March, 2011.

However, the Ohio Constitution enables the citizenry to vote on whether to overturn certain legislation and, pending the vote, to prevent the legislation in question from being implemented. The *We Are Ohio* organization – a citizen-driven, community-based, bipartisan coalition – was formed to overturn Senate Bill 5. In the months leading up to the November 8, 2011 general election, *We Are Ohio* and its many backers – among them AAUP-WSU – strove to do just that. By a 62% to 32% margin, the voters did indeed kill Senate Bill 5. Thus, Senate Bill 5 was never actually enacted into law, and our unionization rights were persevered.

Notably, the [existing CBA for TET faculty](#) was being negotiated during these months, and it was not agreed upon even tentatively until mid-September, more than ten weeks after the previous CBA had expired. *We did not know if our unionization rights would be preserved until the general election of November 8*, so the administration had us at a more-than-considerable disadvantage in those negotiations.

so despite the fact that as long ago as 2007, the virtues of a wellness plan had been brought to the administration's attention, and in fact AAUP-WSU raised this issue during the CBA negotiations of spring 2008.

How Can We Get Good CBAs?

Success at the negotiating table does not stem primarily from having bright minds or eloquent orators on one's negotiating team. To the contrary, *negotiating is all about power*. Negotiating our CBAs is, in many ways, like a game of chicken. Each side is trying to guess how far the other side is willing to go to achieve its negotiating objectives. If the two sides have approximately equal bargaining power, then the tendency to compromise on both sides will be roughly equal. However, if one side is more powerful than the other, then the more powerful side feels less pressure to compromise. We, the faculty, have the ultimate power in an academic institution simply because if we refuse to offer our services, the main work of the institution grinds to a halt. This does not mean that the faculty want to exercise that power, but negotiating from a position of strength absolutely facilitates our goal of obtaining the best possible CBAs.

Aside from our willingness to utilize our "ultimate weapon," withholding our services (i.e., going on strike), there are three additional dimensions to our power as a union.

The **first** dimension of our power is the size of our membership. Well over a decade ago, during negotiations for the first CBA for the TET bargaining unit, our membership hovered around fifty percent of the TET BUFMs. This put us in a relatively weak position, and indeed the first TET CBA was, well, mediocre in several respects. Over the years since then, though, our membership has grown considerably, and our ability to obtain better CBAs has likewise grown. Now this increase did not just happen; it was part of a strategic plan developed by the elected leadership of AAUP-WSU. However, credit for the success of our membership growth lies entirely with individual members. Indeed, it was the action of individual faculty who joined our union which has strengthened our position at the bargaining table.

So, if you are already a member – an RCM – good! Encourage your colleagues to join you in belonging to AAUP-WSU. And, if you have not yet joined, please do so! It's fast and easy; just print out, fill in, and return a [membership form](#). Importantly, both our CBAs specify "fair share" fees for all persons in the two bargaining units, and those fees are identical to membership dues. So, joining AAUP-WSU will not cost you anything extra, and it will bring you full rights of participation, including for example voting to determine who holds our various elected offices and on whether to ratify tentative CBAs.

But having a high membership rate marks only the beginning of building our union's power. The **second** dimension of our power is the membership's willingness to participate in the important work of the union. To begin, BUFMs can help by simply reading the current CBAs and offering suggestions for improvement. In this regard, each member is welcome to contact anyone on the [Executive Committee](#) and anyone on our new [Chapter Council](#). Each member can also help establish the priorities we will take to formal negotiations by responding to the forthcoming pre-bargaining survey. When negotiations actually begin, you'll be able to learn about them on our web site; please see the sidebar, right. If you have a question, spot a problem, or get an idea, let us know!

More importantly, we need members to run for union offices and to serve on union committees such as the [Chapter Council](#). Every time the administration sees a new face representing AAUP-WSU, we send a signal that our power is growing and that they will have to take us more seriously during the upcoming negotiations. In addition, the more members who share union responsibilities, the more democratic our collective voice will be. And every new participant

How Can I Keep Abreast of Negotiations for Successors to our Current CBAs?

When negotiations begin early in 2014, you can expect to be well informed about what transpires. In fact, during actual bargaining, we regularly post both the union and the administration proposals on our [web site](#) and prepare summaries of the issues discussed in each negotiating session.

who undertakes some of the work done by AAUP-WSU allows our union to do more. In short, even more than joining our union, volunteering to work for the union helps to get better CBAs.

The **third** dimension of our power lies in our membership's willingness to actively and publicly support the positions we take during actual bargaining. Your Negotiating Team is in a much stronger position if, for example, we can tell the administration that "we received two hundred emails from our members rejecting your proposal to increase parking fees." In follow-up newsletters, we will share examples of how concrete actions taken by our members during negotiations have won the day. To get better CBAs, then, we will rely on you to track the progress of negotiations, provide feedback, and participate in actions to support our negotiating positions.