

AAUP News

Cleveland State University Chapter

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A Message from Jeff Karem, **Chapter President**

Greetings and welcome.

I hope you had a productive summer and that your new academic year is off to a great start. This is the CSU-AAUP's first newsletter of the year, and we have a lot of important news. As you may know, we are currently in the process of negotiating a new Collective Bargaining Agreement (contract) for faculty with the University administration. We have mixed news on that front. The negotiating team succeeded in obtaining an extension of 2006-2009 Collective Bargaining Agreement for the duration of the current negotiations. With the exception of salary items, which are currently under negotiation, all provisions (e.g., grievance, tenure, promotion process, benefits) of the 2006-2009 contract apply. As part of the extension, recently promoted faculty received their promotion increments or rank minima and faculty are eligible to make use of their professional development funds in the amount of \$1000. These amounts are guaranteed, and they may be increased at the conclusion of negotiations. Unfortunately, we have reached an impasse in negotiations at this point, and we are currently planning for mediation and/or fact-finding. Paul Doerder provides a report on how that process works in a separate column in this newsletter.

On the positive side, I hope that you feel the excitement around campus as we start a new year. The new buildings, new students, and re-designed campus show the dynamism and potential of our institution. At the same time, I am concerned that while the university has given a significant focus to upgrading its building and administrative infrastructure, it runs the risk of neglecting an even more essential infrastructure: the faculty, who teach and mentor our students, add to the pool of knowledge via research and creative activity, and serve our university and local communities in so many important capacities. While CSU's enrollment is at an 18-year high, hiring of full-time, tenure-track faculty has declined steadily at CSU. For Academic Year 2010-2011, only 12 full-time, tenure track faculty have joined CSU. You will no doubt hear in upcoming discussions on campus the possibilities of budgetary shortfalls at the state and university levels. Many of those fears are genuine, and the CSU-AAUP shares those concerns with the administration. At the same time, we observe that the Administration has found sufficient funds to expand itself significantly this year, with five more

national administrative searches reportedly planned. It is clear then, that the university has the resources to fund new positions and expand employment at the University; we think that the administration should set priorities that will most effectively develop the core of the University.

The CSU-AAUP believes in a strong faculty for a strong university. Our students just absorbed a significant tuition increase last year, and the university revenues are up from a peak enrollment, so it is only fair for them to have a pool of strong and strongly supported faculty to meet their educational needs. Because CSU is at such a pivotal juncture, faculty participation is crucial for guiding our institution towards a stable and successful future. Now, more than ever, it is vital that faculty be active in communicating their concerns and aspirations for CSU with administrators in their departments and colleges. I encourage all non-members to join the CSU-AAUP. While all faculty enjoy the benefits of the contract, only CSU-AAUP members can participate actively in the process of discussing,

developing, and improving our contract. Most significantly—especially with a contract currently under negotiation—only AAUP members can vote on contract issues or ratify contracts. Becoming a member costs nothing extra, but gives you the chance to become an active participant in protecting and improving our academic workplace. Please, take a moment to fill out a membership form and join the CSU chapter of the AAUP. It does not cost any extra dues, and will give you a chance to vote on the upcoming contracts.

Let your voice be heard!

**A Message from Paul Doerder,
Chief Negotiator**

Negotiations are headed to mediation.

Unless there is a last minute settlement, negotiations for a one year contract will go to mediation. With only three issues on the table (salary and benefits, term faculty, and academic workplace environment), one might think that 4 months of negotiations would produce some positive results. We thought so, particularly since we have gone without a pay increase for over a year, and one of the administration's reasons for a 1-year contract was to get money to faculty sooner rather than later. When, on September 23, the administration conceded that they would have no more substantive proposals, our team canceled any future sessions in favor of mediation. The first mediation session is scheduled for October 8.

What is mediation?

Mediation is a dispute resolution procedure in which an independent mediator (paid 50% by each side) attempts to find common ground for resolution of the dispute. Typically, the mediator alternately meets with each side and offers suggestions (or "supposals") for compromise. Mediation may take several weeks, depending upon the mediator's availability, and the willingness of both sides to work with the mediator.

What happens if mediation fails?

In this case, the parties have agreed that the mediator will then act as a “fact finder.” In a formal setting, the fact-finder will receive presentations by each side, after which the fact-finder will write a report in which he/she decides upon a resolution of the dispute. Unless rejected by a supermajority (60%) of either CSU-AAUP members or Board of Trustees members, the fact-finder’s report becomes the new contract language.

Can the parties get back together and decide the issue themselves?

Yes, the parties can reach an independent resolution.

A Message from Jeremy Genovese, Grievance Officer

Grievance Report

The grievance procedure gives faculty members an avenue to address violations of our contract.

Our contract specifies many of the conditions and terms of our employment, as well as certain faculty rights. The grievance procedure helps make sure that the various contract provisions are enforced and faculty rights protected.

The grievance procedure is spelled out in detail in Article 9 of our contract. All discussions of grievance issues are handled in strictest confidence, and contacting a grievance officer does not commit you to filing a grievance.

Please note that there are time limits for filing a grievance (25 working days from your discovering the violation). Consequently, it is important that your concerns be brought to the union's attention as soon as possible. In addition, faculty can request an AAUP representative be present at any meeting with the administration.

If you believe that your contractual rights may have been violated, please feel free to contact Jeremy Genovese at j.genovese@csuohio.edu.

Policy on Nonmember Objector Fees

Applicable law provides that although employees represented by a union for the purpose of collective bargaining and related activities are not required to be members of the union, they may still be required to pay their fair share of the costs of operating the union. The Cleveland State University chapter of the American Association of University Professors (CSU-AAUP, the “Union”) policy in complying with the law, including Ohio Revised Code Section 4117.09, is as follows:

1. Employees who are not members of the Union, but who pay financial core fees, may request an adjustment in that fee based on their objection to Union expenditures they believe are not reasonably related to collective bargaining, contract administration, and grievance adjustment.

2. If you wish to object, the objection must be made within forty-five (45) calendar days of the date of this instrument. This notice normally will be sent in September of each year. It also will be provided at such other times as required by law. If the objection is timely filed, the advance reduction in the objector's fee shall be effective for that calendar year, and will be based upon the Union's expenditures for the preceding fiscal year (August 1 – July 31). Unless objections are made during the 45-day window period, there will be no adjustment of fees for that academic year; you will be charged the normal full monthly dues amount. Objections must be made on an individual basis only. No group objections will be considered. Objections must be renewed annually; there can be no rolling objections.

3. The financial core fee payable by objectors will be based on the Union's expenditures for those activities or projects normally or reasonably undertaken by the Union to advance the employment-related interests of the employees it represents or are otherwise germane to collective bargaining. These are referred to as "chargeable" expenditures.

4. Chargeable expenditures include but are not limited to collective bargaining, contract administration, and grievance-arbitration. "Nonchargeable" expenditures include but are not limited to those in support of partisan politics or ideological causes not germane to the work of employee organization in the realm of collective bargaining. In the fiscal year (August 1 2008– July 31 2009), a minimum of **52.2%** of the Union's expenditures was made for chargeable activities. 47.8 was spent on non-chargeable activities. Therefore, nonmembers who file objections will be charged 62.2% of the normal full Union dues amount during this academic year. However, in order to be charged the adjusted amount, you must send the Union a written objection within the time limits described herein. Otherwise, you will be charged the full dues amount.

5. Upon receipt of your objection, the Union will send you a full explanation of the basis for the fee charged to you. That explanation will include a detailed list of the categories of expenditures deemed to be chargeable and those deemed to be nonchargeable, and include the accountant's report showing the Union's expenditures on which the fee is based.

6. Following receipt of the information described in the previous paragraph, objectors will have thirty (30) calendar days in which to file a challenge with the Union to its calculation.

A. Preliminary Step: Executive Committee Review. The Union Executive Committee will hold a hearing on a challenge within thirty (30) days of the date the challenge is received by the Union. The purpose of the hearing is to allow the challengers to explain why they believe the reduced fee has not been properly determined.

The Executive Committee will consider all the evidence and issue a written decision within thirty (30) calendar days of the hearing. The Executive Committee may direct that any or all of the challenges received be consolidated for hearing.

B. Request for Arbitration. Any challenger dissatisfied with the Executive Committee's decision may request a determination by an impartial arbitrator. The request must be in writing and must be received by the Union within fifteen (15) calendar days following receipt of the Executive Committee's decision. The request must specify the factual and/or other grounds upon which the challenger contests the Union's calculation of the chargeable fee and must state what portion of the

chargeable fee the challenger disputes. Requests must identify the Union, must include the challenger's name, address, employer and social security number, and must be signed by the challenger. Requests may be made only on an individual basis. Group or class requests for arbitration are not allowed. All challenges will then be consolidated into a single proceeding and submitted to an impartial arbitrator chosen in accordance with the American Arbitration Association's rules for impartial determination of union fees. A portion of the objector's fee equal to the amount which is challenged will be held in an interest-bearing escrow account while the objector pursues the challenge. The objector will be notified of the date, time, and place of the hearing. The objector and the Union will each bear all individually incurred costs in connection with presenting the challenge (travel, witness fees, lost wages, etc.) and may split all arbitration fees. Objectors may, also at their own expense, be represented by counsel or other representatives of their choosing. A court reporter may make an official transcript of the hearing before the arbitrator. The decision of the arbitrator shall be final and binding to the extent permitted by law.

7. Objections, challenges, and any other correspondence must be sent to the Union at:

CSU-AAUP
Cleveland State University
2121 Euclid Ave. KB1402
Cleveland OH 44115

In your letter of objection challenge, and request for arbitration, if any, please print and sign your name, address, employer, and social security number.

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2121 Euclid Ave. KB1402
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VISIT US ON FACEBOOK:
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