

NEWS

AAUP files two grievances related to tenure processes for Bargaining Units 1 and 2

In April 2016, Cincinnati State AAUP filed two grievances related to the tenure processes for faculty members in both AAUP bargaining units.

Both grievances have been rejected by the administration in the first step of the contractual grievance process and one has advanced to the second step of the grievance process.

If the grievances are rejected by the administration at the second step, the AAUP Executive Committee will decide whether to appeal one or both cases to an arbitrator.

Unit 1 grievance: BOT did not meet contractual requirement to provide reasons for tenure denial

On April 7, AAUP filed a grievance concerning the Board of Trustees' denial of tenure to two members of AAUP Unit 1 who applied for tenure in Fall 2015.

These faculty members were recommended for tenure by the Faculty Tenure Committee, by division administrators, and by the Interim Provost, but were not recommended for tenure by the Interim President.

The final step of the tenure process is review by the Board of Trustees, as described in contract Article 14-C-6.

The contact article says that when the Board's decision to award or deny tenure is not the same as the Tenure Committee's recommendation, the Board must provide written reasons for its decision.

Both of the faculty members who were denied tenure received, on March 28, virtually

identical letters signed by Board of Trustees Chair Mark Walton.

Both letters said the reason for denial of tenure was "... the Board concluded that you failed to provide satisfactory evidence of professional responsibilities consistent with professional standard[s] and the mission and objectives of the College."

The AAUP grievance stated that the vague language of the

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Remembering John Battistone

Retired faculty member and AAUP chapter leader John M. "Jack" Battistone died May 15.

Chapter President Pam Ecker said, "John's tireless efforts were essential to AAUP becoming the faculty union. His work as our first Chief Negotiator, during nearly a year of bargaining that led to our first contract, resulted in most of the contract provisions that still provide the foundation for our rights and responsibilities as faculty members."

John served as the AAUP Chapter Grievance Officer for 10 years, and he continued as Chief Negotiator for several successor contracts, and for the first Unit 2 contract.

John was a Professor of English prior to his retirement in 2012, and he established the first Writing Center at Cincinnati State.

A memorial service for John will take place on June 4 at 11 a.m., at the Gwen Moody Funeral Home Chapel, Spring Grove Cemetery.

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Board denial letter provided no evidence that the Board had applied the contractual guidelines for tenure (as stated in Article 14-B-5), and provided no specific reasons for the denial of tenure.

AAUP Contract Compliance Officer Geoff Woolf said, "The denial of tenure to a faculty member is a very serious matter. It means that someone who has been a full-time faculty member for five years ends their employment at the College."

"We recognize that the Interim President and the Board have the right to reach a different decision than the Tenure Committee," Geoff said.

"However, after a faculty member spends five years contributing to the College, has documented those contributions in their tenure application materials, and has met the standards set by the Tenure Committee, the Board has a contractual obligation to provide clear and credible reasons for denying tenure," Geoff said.

Geoff continued, "If a student failed a course and asked for an explanation from their instructor, every faculty member would be expected to provide specific reasons that the student could understand."

"Similarly, when an employee with five years of experience is told they don't meet the Board's criteria for tenure, they are entitled to understand why."

Geoff said the administration conducted a Step 1 grievance hearing and subsequently

denied the grievance.

The grievance denial report, received from Human Resources Director Betty Young on April 27, said that similar letters of denial had been issued by the Board in the past, and were not grieved by the AAUP, thus making this grievance not timely.

The grievance denial from Ms Young also stated that denial of tenure is not grievable because the language of contract Article 13 states that a non-renewal of an untenured faculty member is not grievable.

If the Board cannot provide a detailed explanation of why tenure was denied, that opens up other questions about whether the Board's process for reviewing tenure applicants was fair.

"The Human Resources office seems to be misunderstanding some fundamental elements of the contract language," Geoff said.

"While it's true that the AAUP cannot grieve a non-renewal of a faculty member, as stated in Article 13, that language does not automatically extend to Article 14."

"The tenure process has an entirely separate contract article because the steps leading to approval or denial of a tenure application are a unique element of a faculty member's relationship to the College," Geoff said.

Geoff added, "In relation to the claim this grievance was not submitted on time, Article 21-- the Waiver article-- clearly says that just because a right to grieve was not used in the past, it does not mean the same right cannot be used in the future."

Geoff said the AAUP appealed the rejected grievance, and a hearing for the second step of the grievance process took place on May 23.

"At the Step 2 hearing, we explained to Mike Schweinfest, the College's Interim VP of Administration, the reasons we

believe the Step 1 grievance denial was incorrect," Geoff said.

"We believe a neutral arbitrator would agree with AAUP that the letter from the Board did not provide meaningful reasons for denial of tenure," Geoff said.

The remedy sought by AAUP for this case includes a new letter from the Board that gives specific reasons for the denial of tenure.

"If the Board cannot provide a detailed explanation of why tenure was denied, that opens up other questions about whether the review process used was fair," Geoff said.

Unit 2 grievance: Faculty were intimidated into withdrawing tenure applications

On April 28, AAUP filed a grievance stating that over the past two years, three faculty members in AAUP Unit 2 were unable to complete the process

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of applying for tenure because of administrative intimidation, a violation of Article 2 of the contract.

This intimidation led the applicants to conclude that if they remained in the tenure process their applications would be denied-- no matter what their qualifications for tenure were-- and they would lose their jobs as a result.

Rather than risk losing their jobs, all three applicants withdrew their tenure applications prior to the Board's consideration of tenure candidates. As members of Unit 2, they were able to continue their employment, without tenure.

Members of Unit 2 hold faculty positions as Academic Advisors and other non-instructional roles. Unlike Unit 1 faculty jobs, Unit 2 positions are funded (entirely or partially) through grants and are sometimes referred to as "soft money" positions.

The Tenure article of the Unit 2 contract says that faculty members "may" apply for tenure after five years as full-time employees, whereas the Unit 1 Tenure article says that after five years faculty members "must" apply for tenure consideration.

Geoff said, "Two years ago was the first time in quite a while that a member of Unit 2

had applied for tenure. In Fall 2014, one member of the unit applied for tenure. In Fall 2015, two members of Unit 2 applied for tenure."

Geoff continued, "Several years ago, when Dr. Ron Wright was President of the College (1998-2007), he said frequently that Unit 2 faculty should not apply for tenure, because he did not think 'soft money' faculty should be given tenure status. He said that tenure applicants from Unit 2 would not be approved, and those faculty members would lose their jobs."

"We thought the environment had changed," Geoff said. "With the Peer Mentoring process in

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Background: The Unit 2 "tenure problem" isn't new

--Geoff Woolf, CS AAUP Contract Compliance Officer

The Unit 2 tenure problem is not new. In the late '90s and early '00s, former College President Ron Wright expressed his unwillingness to approve tenure for any member of Unit 2, based solely on the "soft money" (grant) funding for these faculty positions.

Tenure in Unit 2 is not the same as Unit 1 tenure. Essentially, tenure in Unit 2 grants only three rights: a 3% raise to base salary, the right to peer review in the event of a disciplinary action, and "last out" rights in the event of a College reduction in force.

No Unit 2 faculty member has a guaranteed right to College employment if the "soft money" funding for their position runs out. Also, Unit 2 members are not guaranteed transfer into Unit 1 in the event of reductions in force.

Two years ago, during bargaining for the current Unit 2 contract, the administration team brought up the possibility of removing tenure from the Unit 2 contract.

After considerable discussion with the unit members, the AAUP bargaining team took to the table proposals for sweeping changes, which would have eliminated the right of Unit 2 members to apply for tenure, in exchange for a small raise at the completion of five years of service in Unit 2.

Like all bargaining proposals, the faculty team's offer was meant as a starting point, with room for discussion and negotiation.

However, the administration team ignored the proposal altogether and didn't even make a counter proposal to continue discussion and move toward resolution.

In the end, the contract was settled with an added provision

saying that the AAUP and the administration would meet for additional discussion of the tenure criteria for members of Unit 2.

Since AAUP was willing to remove tenure from the Unit 2 contract and, in the end, the administration was not, it seemed to us that the College was finally prepared to let Unit 2 members apply and be considered for tenure using a fair review process.

At this point, it appears the College administration was not interested in changing the Unit 2 contract language about tenure because they never intended to fairly evaluate Unit 2 members for tenure-- even if tenure remained in the contract language. That is the definition of bad faith.

And it's exactly the sort of behavior that makes it difficult to establishing a long-term relationship that is based on trust.

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place, as well as administrative evaluation of tenure-track faculty, we thought that members of Unit 2 who applied for tenure would be given fair consideration at all levels of the contractual process.”

The three Unit 2 tenure applicants from the past two years were recommended by the Tenure Committee as well as by division administrators.

However, when Unit 2 tenure applications reached the review by the Provost (in 2014) and by the Interim President (in 2015), applicants were told they would not be recommended for tenure, with no reason given for the denial of a recommendation.

Rather than risk losing their jobs through a denial of tenure, all three applicants withdrew their applicants prior to the Board meeting where tenure applicants were approved or denied.

Geoff said, “Article 2 of both the Unit 1 and Unit 2 contracts lists various forms of discrimination that are not permissible at the College.”

“The list includes protection against discrimination as a result of exercising rights described in the contract.”

Geoff continued, “It now seems clear that if a member of Unit 2 exercises their contractual right to seek tenure, their application will not be given full consideration by the senior administration of the College, simply because they are faculty in Unit 2,” Geoff said.

The administration’s response to the Unit 2 grievance, prepared by Ms Young, was received on May 18. The grievance was denied based on lack of timeliness. The administration response also said that the AAUP had failed to provide evidence to support its claims.

Geoff said, “The administration’s argument is not a valid one since the nature of discrimination is that it is ongoing.”

“It would have been irresponsible for us to file a discrimination grievance before a pattern emerged, but once we saw a clear pattern, we filed our case within the appropriate timelines,” Geoff added.

Geoff said the AAUP has requested a hearing conducted by Mike Schweinfest, which is the second step of the grievance process.

Geoff said the AAUP also has requested additional information from the administration because of “investigations” mentioned in the administration’s denial of the Unit 2 grievance.

Presidential Search process continues

According to faculty representatives on the Presidential Search Committee, interviews have been conducted with a number of candidates, and the consulting firm that is assisting with the search has conducted reference checking activities also.

Additional interviews are expected to take place in June, and finalists are expected to visit campus and interact with members of the College community.

Faculty representatives said they could not provide additional details because of agreed-upon rules for confidentiality during the search process.

Trustee John Silverman, the Chair of the Presidential

Search Committee, said during the open Listening Sessions conducted in April that he hoped the Board would be able to complete the presidential selection process by the end of June.

There was no report on the Presidential Search at the May Board meeting.

AAUP Chapter President Pam Ecker said, “We understand the need for limited communications during early steps in a presidential search, when ensuring candidate confidentiality is an important consideration.”

“However, it’s disappointing that no official updates have been provided by the Board or by the Committee since the Listening Sessions took place in

April,” Pam said.

“If faculty and staff are going to have an opportunity to meet and talk with finalists for the presidency, we hope the details will be made available as soon as possible,” Pam said.

“The last time the College conducted a Presidential Search, in 2010, there was ample opportunity for faculty and other members of the College community to ask questions and provide feedback,” Pam said.

“We appreciated that our feedback seemed to be taken seriously by the Board prior to their final selection of a new president,” Pam added.

“We certainly hope the current selection process will be equally open and inclusive,” Pam said.

FAQ: Filling out Surge Time reports and using leave days

**--Geoff Woolf, CS AAUP
Contract Compliance Officer**

The implementation of the new "Surge Time" system has simplified some aspects of tracking faculty work, but has also raised some questions, which I'll answer here.

If you have other questions, please send me a message (geoffrey.woolf@cincinnatiastate.edu).

Do I have to submit a Surge Time report even if it's my non-teaching semester and I'm not doing any work on campus?

Yes. Your Cincinnati State salary is paid year-round, so your personal Surge Time report is due year-round also.

If you know you won't be able to submit your electronic "timecard" when it's due (for instance, you're completing a sabbatical in a remote location with no consistent internet access), you should talk to a division administrator about how to handle this situation.

With the new system, faculty no longer have to electronically "sign in" for every work day, but instead you only need to indicate the days (or half-days) when you are on leave from your scheduled responsibilities.

Therefore, it's important to be aware of situations that necessitate use of your sick leave or personal leave.

If I cannot attend a scheduled on-campus class due to illness, personal issues, etc., and I make alternate arrangements for the class-- such as posting an assignment on Blackboard, or getting a colleague to cover the class for me (as a favor, without compensation)-- do I still need to take sick or personal leave that day?

Yes. If you are absent from scheduled responsibilities on campus that normally require an "in person" presence, you are required to take leave. These activities could include class sessions, office hours, meetings, and a variety of other on-campus activities.

You must use leave when you are not present for class meetings or other traditionally "in-person" responsibilities-- even if you have made alternate arrangements for the class, such as finding a colleague to "cover" your class(es) or creating Blackboard activities in lieu of a class meeting.

Regardless of how you cover the time, if you, personally, are not able to satisfy a contractually required day of work because you are not present on campus, you must use either sick leave or personal leave to compensate for that time.

Arranging for a substitute or providing other alternative coverage of your responsibilities when you can is admirable and shows respect for the students' time, but it does not change the fact that you are not present for a contractually required day of work.

If you miss a day when you have scheduled office hours, but no classes, you might need to take sick or personal leave-- depending on the circumstances.

Let's say you wake up sick on a day you have office hours scheduled, but no other responsibilities. You use your division or department's standard method to "call in sick."

In a case like this, your students and/or colleagues have a reasonable expectation that

they would find you in your office, but you haven't provided significant and reasonable warning that you will not be around.

A day like this is an example of an unfulfilled contractual responsibility, so it does require that you use some form of leave time.

If you miss four or fewer office hours, you may take a half-day of leave. If you miss more than four hours, you must take a full day of leave.

On the other hand, if your absence is planned, and you can provide timely notification to your students and colleagues by email and/or Blackboard and/or calendar updates that your office hours have been re-scheduled, you may reschedule office hours without using leave.

As Contract Compliance Officer, I believe that AAUP is able to support and defend notification of 24 hours or more as "timely notification." Less than 24 hours notice is not timely and you should use sick or personal leave.

Remember: Leave may be taken in increments of half-days (4 hours) and full days (8 hours) only. Faculty bargaining unit members may not take leave of any sort in increments of less than 4 hours, for any reason.



Several contract changes coming in 2016-17 for Units 1 and 2

Several provisions of the current AAUP Unit 1 and Unit 2 contracts will take effect during the upcoming academic year.

For **members of Unit 1**, new provisions that begin in August 2016 include:

- Increase to base salaries of 2%, effective at the start of the new contract year (which is the same as the start of the academic year).
- Reduction in the amount of overload permitted, to a maximum 33 overload units per year (9 units of overload during a teaching semester, 15 units during the non-teaching “semester off”).

Overrides to these limits may be made by the Provost under “extraordinary circumstances.”

- Increase in the overload compensation rate to \$660 per unit (or 10% higher than the highest adjunct compensation rate).

Also, an adjustment to the employee contribution to health insurance coverage will go into

effect Jan. 1, 2017, when the faculty contribution will increase by 2%.

For **members of Unit 2**, the new contract year begins Dec. 23, 2016. A 2% increase to base salaries will go into effect on that date.

Other adjustments for Unit 2 members are on the same timetable as Unit 1 changes:

- Unit 2 members who take on teaching responsibilities as overload will be compensated at the \$660 rate, effective with the beginning of the 2016-17 academic year.

- The 2% increase to faculty contributions for health insurance will begin for Unit 2 members on Jan. 1, 2017.

**Enjoying a summer with
no on-campus responsibilities?**

**Remember to turn in your
Surge Time “timecard”!**

(See page 5 for more info)

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