

# AAUP Oakland Newsletter

September 25, 2009



## The Tentative Agreement

### Inside this issue

3

Frequently Asked Questions

4

Professional Implications of  
the TA

5

The Issue of docking pay

5

Your Weingarten rights

After a particularly grueling negotiation, the team has presented us with a Tentative Agreement. This is a document that assures faculty a continued role in governance at the university. It required a number of compromises, but achieved a number of important concessions from the administration.

During this the week the Negotiating Team began the process of explaining the provisions of the Tentative Agreement to the membership. A vote will be scheduled soon to determine whether this will become the 2009-2012 contract.



# “We must now concentrate our efforts in quickly moving the ratification process forward.”

Now that a Tentative Agreement has been reached, the next step will be to hold a ratification vote. We are working to provide the membership with enough information to make an informed decision.

We have posted a summary of provisions and the proposed language changes at the AAUP website. Additionally, we have held two meetings for the discussion of the TA—on Monday, September 21 and Thursday, September 24.

After the meetings, members have at least 7 days to review the changes per our by-laws. If the TA is ratified, it is then submitted to the Board-of-Trustees for their approval. After the board votes the 2009-2012 contract becomes effective retroactively to August 15, 2009.

In the event that the membership votes down the TA, we would be operating without a contract, and the membership of the AAUP

would need to constitute a new Bargaining Team to re-start negotiations. It is the established practice to continue under the conditions of the prior contract with two important exceptions. First, and more importantly, the grievance process would not be available. Second, dues collection by the Oakland administration would cease.

There are also implications for health care. The open enrollment season is approaching, and it is not certain how long it would take to bargain a second TA. This raises the potential for the administration to declare an impasse on this issue. While they might offer the choices contained in the Tentative Agreement, they would not be obligated to do so.

We have voted down a TA once. At that time we had an administration that shared our values. It did, however, take until April to reach a new Tentative Agreement.

## Frequently Asked Questions

**Why were we concerned about the President's signature in 1999?** In 1999 we entered into a settlement agreement to resolve a grievance. President Russi signed an agreement with the AAUP that in the future, all actions that would have a major impact on the academic mission of the university would be decided through the governance process. During the negotiations this year the administration tried to rescind that agreement, arguing that the AAUP should have no role in monitoring violations of governance procedures. The AAUP's grievance process is currently the only mechanism for enforcing the governance process.

**Why will the medical school not be included in this contract?** Last fall the administration demanded that the basic science faculty of the SOM be included in the faculty contract. We agreed to do this through a special vote last fall. However, when we attempted to construct a more complete integration of the SOM (including issues such as their faculty's role in governance, the implementation of tenure and promotion procedures, and definitions of who could utilize the grievance process) the administration refused to provide the key documentation describing the structure of the SOM. Without those documents, the AAUP Negotiating Team could not incorporate the SOM into the faculty agreement.

**How did the Special Lecturers fare in the TA?** Unfortunately, we were able to do little more than provide a small raise in the 3 years of the contract. The national headquarters of the AAUP is leading a nation-wide push to provide more equitable treatment for long-term part-time faculty, including some form of job security. However, the bargaining climate this year did not allow us to pursue this direction with any success.

**How does the contract treat the issue of domestic partners?** Because the OU Board of Trustees is the only public university board in Michigan that has not recognized the rights of domestic partners, the only protections that are afforded are through the faculty contract. Access to health insurance was secured. All HMOs provide coverage for "other eligible adults." However, there are limitations on other benefits such as tuition remission and bereavement leave. All other benefits for "other eligible adults" are conditional to the use of health insurance benefits.

**What will happen to health insurance coverage?** Blue Cross traditional will only be available through the 2011 open enrollment. The Blue Cross PPO will be available in 2 forms—one with lower monthly payments and higher faculty contributions, the other resembles our current plan. HAP will remain essentially the same. Two "healthy choice" HMO options will be available—one offered by BCN and the other by Priority Health.

# Professional implications of the TA

The TA provides a number of important professional protections to the faculty. Changes range from questions of intellectual property to teaching load.

One of the more contentious questions raised in the negotiations involved the administration's control over the intellectual property of the faculty. Under the TA the faculty retain control over traditional material such as books, articles and lecture notes. Obligations concerning patentable material have been made clearer. Prior to application for a patent, the faculty member and the administration must come to a written agreement defining ownership, and shared rights and responsibilities. Such an agreement must take into consideration Oakland's contribution as well as any appropriate third-party claims.

Oakland will increase the amount of money available for both conference travel and research. Faculty will be able to be reimbursed for new categories of travel expenses, such as internet connection fees.

Faculty workload policies have been strengthened. The units and administration

must develop changes in workload policy jointly. Until new policies are developed, the recently approved policies remain in effect.

The status of Research Scientists was made clearer. These titles may only be granted to those who are funded by external grants and who are not principal investigators.

The definition of Adjunct Professors was clarified. The number of Adjunct Professors was limited to 5% of the fulltime faculty. The School of Nursing and the School of Health Sciences each reserve three of these positions for their units. Faculty in this category must be hired according to established university practice.

Limitations were established on the use of graduate students as instructor of record.

Faculty may not be compelled to teach online courses or distance learning courses. These courses must meet the same standards of rigor and quality as those offered by more traditional means of instruction. These courses must be counted according to the department's workload policy. The university must provide support equipment, such as essential computer hardware or software.

# The Issue of Docking Pay

On the last day of negotiation, the administration insisted that the faculty had to be punished for engaging in a protest of recent unfair labor practices. An agreement could not be achieved without the inclusion of this punishment.

Although it was not written into the contract, part of the settlement between the administration and Oakland's faculty was an agreement that the faculty be docked two days pay.

This was a nearly unprecedented event in labor relations at Oakland. Normally, any missed classroom time is merely added at the end of the term, thus eliminating the rationale for a docking of pay.

The agreement proved difficult to enact. More importantly, it further damaged the already fragile relationship between Oakland faculty and the administration.

After extensive talks, the administration agreed to withdraw its demand for pay docking on September 18.



Some of the Oakland University marchers in the 2009 Labor Day Parade

## Your Weingarten Rights

We have had little need to use the Weingarten Rights at Oakland University. However, it is important for the membership to understand that they exist. They are called "Weingarten Rights" based on a 1975 Supreme Court decision (NLRB vs. J. Weingarten).

In the event that you are called into a meeting with a supervisor and you believe that the purpose of this meeting is to investigate your behavior for possible disciplinary purposes or to question your conduct, you may insist to have a union delegate present.

Immediately announce to the supervisor your Weingarten Rights:

"If this discussion could in any way lead to my being disciplined or terminated I respectfully request that my delegate be present at the meeting. Without representation present, I choose not to respond to any questions or statements."

Do not say anything more without your delegate present. Immediately call Scott Barns at 370-2005.