

AAUP

NEWS



Volume XVI No. 2 Dec. 9, 2004

AAUP seeks arbitration of another overload grievance

Cincinnati State AAUP has filed a grievance and requested arbitration of an overload issue similar to one on which an arbitrator has already ruled in AAUP's favor.

The new grievance was filed because the College administration refuses to recognize the previous arbitrator's ruling as a precedent.

Chapter Grievance Office John Battistone said that the new grievance is related to calculating workload, overload, and compensation for two faculty members who usually teach courses that range from 3 to 6 contact hours each, and who have regularly taught and been compensated for at least one overload course.

According to John, the key issue in this contract interpretation dispute relates to the administration's refusal to

pay overload compensation for an entire course. Instead, the administration is claiming that overload compensation is owed only for the number of units above the term maximum of 20.

"For example," John said, "consider a faculty member who has an assigned workload of 16 units, and then agrees to teach an additional 6-contact-hour course."

"The AAUP believes that contractually, this faculty member must be paid overload compensation for the entire 6-unit overload course," John said. "However, the administration's view is that overload compensation is owed only for the 2 units that are above the contractual term maximum of 20."

John said, "Even though Dr. Wright has stated several times that the College's financial crisis is over, the administration is

continuing to apply the 'new contract interpretations' that they started to use last Spring when we were in crisis mode."

"The AAUP has filed this grievance in hope of resolving some of these contract interpretation questions once and for all," John said.

John continued, "In August, an arbitrator ruled that the AAUP's interpretation of the contract is correct regarding the correct way to calculate overload for a faculty member who usually teaches five courses per term."

"In that case, both the AAUP and the administration asked for an expedited process, because of a shared belief that similar contract interpretation problems could arise in the future," John said.

"The arbitrator this summer ruled in favor of the AAUP, but because we had agreed to use an expedited process, the arbitrator did not give a detailed written rationale for his decision. Then, the administration said in a memo sent to the AAUP that the facts of the summer workload case were 'unique' and that the

**Coming in January . . .
new Froggie shirts,
and more
(see p. 4)**



see *Overload grievance* / 2

Overload grievance / continued from 1

administration would continue to use their own interpretations to determine workload and overload compensation," John added.

"For the new grievance case, we are not seeking an expedited arbitration," John said.

"It will take longer to get the case resolved, but we think it's important to get a detailed arbitrator's report on the

reasons for the decision," John said. "Then, the administration will have a harder time claiming that they can continue to interpret the workload provisions of the contract in any way they wish to."

Chapter President Pam Ecker said, "Some of the difficulties caused to faculty members as a result of the administration's 'new interpretations' of the

contract are not problems we can resolve through the grievance process."

"However," Pam said, "the Chapter Executive Committee remains committed to using every possible means to ensure that all members of the faculty bargaining unit have fair and equitable access to overload compensation if they wish to take on these additional assignments."

Contract Compliance Corner

Should I be getting paid for overload this term?

That depends. According to the AAUP Collective Bargaining Agreement, Article VIII (B), if you are a faculty member whose work is measured in units, the maximum number of courses that may be assigned to you is five (5) per term. So in general, if you're teaching more than five sections, you should be getting paid overload for anything above the five course maximum.

Your overload pay should cover the total number of contact hours you are teaching above your five course maximum.

I'm teaching the exact same load as I taught this time last year, but last year I was being paid overload and this year I'm not. What's going on?

Until Spring 2004, it generally had been the practice of the College administration to pay for overload during the term it was assigned. Starting last Spring, and continuing into this academic year, the administration's approach is to pay as much overload as

possible at the end of the academic year, in August.

Is the administration allowed to do that?

In some cases, yes. According to contract Article VIII (B), "workload for each member of the bargaining unit whose work is measured in units shall not exceed twenty (20) workload units per term to a maximum of sixty-four (64) during the four (4) contract terms of any contract year unless agreed upon by the faculty member."

This means that as long as your total workload does not exceed 20 units per term and your total number of courses does not exceed five per term, your overload pay may be delayed until your total number of units for the year exceeds 64. According to the current contract, the compensation for units over 64 "shall be due and payable at the end of the academic year."

The contractual definition of an academic year is "the date on which an Early Fall term begins until midnight on the day before the next Early Fall term begins."

So if I carry 20 workload units in each of my first three terms of the year. . .

That's right, if you have 60 workload units going into your fourth term, you would be obligated to teach only four units. Anything above that would have to be paid as overload.

I hear that some faculty are still getting their overload pay during the term they work overload. What's up with that?

If you have more than 20 units in a term, and it's agreed by you and your Dean that the units over 20 are definitely overload (meaning that it's not a "heavy load" term that will be balanced with a "lighter load" term elsewhere in the academic year), then the contract says "compensation for such overload shall be due and payable within the term in which it was incurred."

Is there anything I can do if I think my workload or overload or paycheck is being calculated incorrectly?

Sure. Any member of the AAUP Executive Committee or the Grievance Officer will be happy to help you clear up questions about individual workload or compensation.

Letters



To the Editor:

As many faculty members have come to understand during the past several terms, our faculty contract does say that annual overload earnings can be “held” until summer.

However, nothing in the contract **prohibits** the administration from paying for portions of annual overload in the term in which it occurs. This had been the practice in the Business Technologies Division, and elsewhere in the College, for many years

Our contract also obligates the administration to provide to each full-time faculty member, by June 1, a workload plan for the upcoming academic year. These “long-term plans” have been and continue to be developed through discussion between academic administrators and faculty members in each of the Divisions.

Given the fact of these workload plans, it seems quite reasonable to me that the administration should continue to pay for agreed-upon overload work in the term when the overload course is delivered.

I am in my 29th year at Cincinnati State, all but six of which have been as a faculty member. I have been through many ups and downs in College enrollment.

Not once in all those years did my annual load ever come up “light.”

Certainly, there is plenty of work for faculty in this College. If we really are still in such a precarious financial condition that the College must “save money for Spring,” then the senior administration needs to explain the facts of the situation, and be held accountable.

I believe that the only reason the administration is choosing not to pay us now for our

projected overload is because they can.

I would also like to point out to all faculty whose overload is being “held back” that we have the contractual right to choose to teach fewer classes later.

In my case, it’s theoretically possible that I will only have to teach one course in Spring term, because I will have completed my contractual workload obligation in the prior three terms.

It might be possible for some faculty members to choose to take two terms off rather than one, because they will have delivered all of their 64 required units in the first three terms of this academic year, and don’t wish to stick around to earn overload in Spring or Summer.

More likely, the trend will continue that full-time faculty members who can no longer count on receiving their overload earnings when it is needed will instead seek part-time employment elsewhere, or that they’ll leave Cincinnati State entirely to seek a different work environment. I am aware of a few faculty members doing so. Given administrative attitudes at the College, it wouldn’t surprise me to see the number increase.

Frankly, I find this trend especially discouraging. The skills and expertise of some of Cincinnati State’s best teachers are now being provided to our competitors, rather than to our own students.

I do not understand why the College administration thinks that their poorly-justified and seemingly punitive behaviors toward faculty do not have consequences. They do, and they will.

Marc Baskind,
Business Technologies

New Chapter officers elected

Elections for Cincinnati State AAUP Chapter officers were completed in Early Fall Term, with these results:

- Joyce Rimlinger,
Vice President
- Geoff Woolf, Secretary
- Jason Caudill,
Member-at-Large

Chapter President Pam Ecker said, “The Executive Committee that will guide the Chapter in this year of contract negotiations includes faculty members from throughout the College. The AAUP officers represent varied professional background and years of

experience at the College, and they have differing perspectives on issues of concern to faculty.”

“Every member of the Executive Committee has participated in more than one of the training programs offered by the National AAUP, so this group is well qualified to set direction for the Chapter as we look to the future,” Pam said.

Pam also thanked Ron Craig for his service as the Executive Committee Member-at-Large for the past two years. “We expect that Ron will continue to be a valued contributor to AAUP leadership and direction-setting,” Pam said.

Mark your 2005 calendar now!

Wednesday, January 12, 3 p.m. or

Thursday, January 13, 11 a.m.

AAUP Chapter Meeting

(Two sessions, to accommodate varying schedules)

- New Froggie shirts for all Chapter members
- Introduction of the Bargaining Council structure, and the process for member participation in negotiations planning
- Refreshments and surprises



Tuesday, January 25

Pre-BOT Pizza Party - 4:15-5:15 p.m.

College Board of Trustees Meeting - 5:30 p.m.

**CINCINNATI STATE CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
3520 CENTRAL PARKWAY
CINCINNATI, OHIO 45223-2690**

EXECUTIVE COMMITTEE

PRESIDENT

PAM ECKER

PHONE: 513.569.1722

VICE PRESIDENT

JOYCE RIMLINGER

GRIEVANCE OFFICER

JOHN BATTISTONE

SECRETARY

GEOFF WOOLF

MEMBERSHIP CHAIR

DAVID SIMMERMON

TREASURER

PAUL DAVIS

MEMBER-AT-LARGE

JASON CAUDILL

PAST PRESIDENT

BOB EVESLAGE

CHAPTER WEBSITE

WWW.CINSTATEAAUP.ORG