

AAUP

NEWS

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AAUP "Have a Heart" luncheon takes place Feb. 14

The third annual "Have A Heart; Do Your Part" day sponsored by Cincinnati State AAUP will occur on Monday, February 14.

All members of the faculty bargaining units are invited to visit the Point Room (adjoining the ATLC Overlook Cafe) between 11 a.m. and 1 p.m. on Monday to enjoy a free lunch and to consider making a contribution to the Sick Leave Bank or to the AAUP Scholarship Fund.

"All faculty members are welcome to stop by for lunch, and we hope that those who are able to will contribute to the Sick Leave Bank or the Scholarship Fund," said AAUP Chapter President Pam Ecker.

The Sick Leave Bank was established with the signing of the Faculty contract in 2002, and is described in Article X(E)(2) of the AAUP Unit 1 contract.

Faculty bargaining unit members with at least 35 days of accumulated sick leave may donate up to 10 non-refundable days each year to the Sick Leave Bank by filling out a form.

Any College employee (not just faculty members) who has fewer than 10 days of accumulated sick or personal leave, and who anticipates the need for more, may submit a request to the Human Resources Office to use time from the Sick Leave Bank.

"During the past two years, the Human Resources Office has allocated over 100 days from the Bank," Pam said. "Those days were used by faculty and non-faculty employees of the College who requested additional leave days because they were having surgery or dealing with serious illness, and had used up their own available sick leave and personal leave days."

Pam added, "It's gratifying to

know that the Faculty initiative to start a Sick Leave Bank has provided assistance to numerous members of the Cincinnati State community."

"Although the Bank is not 'empty' now, we hope all faculty members with at least 35 days of accumulated leave will consider donating some days to the Bank this year," Pam said.

This year, faculty members also will have the opportunity to donate to the AAUP Scholarship Fund.

"The AAUP established a scholarship award for outstanding students several years ago, but the award has not been given during the past few years," Pam said.

Pam said the scholarship criteria and application process have been reviewed and the program will be implemented again this year, with a \$2,000 award for the selected recipient.

"The AAUP Scholarship is now a program that faculty can support through payroll deduction contributions, if they choose to do so," Pam said.

Additional information about the Sick Leave Bank and the AAUP Scholarship will be available at the lunch on Monday.

"Have a Heart, Do Your Part"



Monday, February 14
The Point Room
in the ATLC
11 a.m. - 1 p.m.

AAUP signs MOU to resolve Area Chairs workload problems

The Cincinnati State AAUP has signed a Memorandum of Understanding (MOU) with the College administration that is intended to resolve some workload problems that began last year, when the College's "financial crisis" led to numerous changes in faculty assignments and compensation.

The MOU concerns calculation of workload for faculty members who serve as Area Chairs. This designation applies to eight faculty department heads in the Humanities and Sciences Divisions, as well as the Biology department head in the Health and Public Safety Division.

AAUP Chapter President Pam Ecker said the discussions which led to the MOU began in Summer 2004. The discussions were precipitated by the fact that several Area Chairs resigned their positions at the end of Winter Term 2004

because the College administration unilaterally changed the methods that had been used to assign workload units.

The MOU includes some numerical standards for determining the "base units" assigned to each Area Chair. Factors taken into consideration include items such as the number of full-time and part-time faculty teaching in the area, the number of different courses offered each term, the number of sections offered each term, and other quantifiable factors.

The MOU also includes a job definition for Area Chairs that describes the "base duties" and the possible "extra" duties and responsibilities which may be included for some Area Chairs.

Pam said, "Like many faculty positions at Cincinnati State, the Area Chair jobs have not been carried out in identical ways for all departments."

"Although some Area Chairs were recognized as having 'extra' responsibilities, there was no agreed-upon method for determining how to allocate contractual special project units for those Area Chairs whose duties went beyond the norm," Pam added.

"The Program Chair role is described in our contract with a numerical formula for equating the number of workload units earned with the size of the program. In contrast, the Area Chair job, as described in the contract, left a lot to the discretion of administrators," Pam said.

"When the College's financial problems became evident last winter, the administration made some arbitrary changes to Area Chair compensation that were a significant departure from past practices," Pam said.

see *Area Chairs MOU* 3

Overload issue goes to arbitration for the second time

Another workload problem that emerged from the College "financial crisis" will be the subject of an arbitration hearing scheduled for March 16.

AAUP Chapter Grievance Officer John Battistone said the arbitration case concerns how to calculate 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.

The key issue going to the arbitrator concerns "how to count overload units," and

whether overload compensation is owed for an entire course or only for units above the contractual term maximum of 20.

"The administration started using 'new contract interpretations' last Spring when we were dealing with financial problems," John said.

"In August 2004, an arbitrator ruled in a similar case that the AAUP's interpretation of the workload and overload provisions of the contract is correct."

"However, the AAUP and the administration had agreed to

use an expedited arbitration process, so the arbitrator did not give a written rationale for his decision," John said. "Then, when the AAUP became aware in fall of a similar 'unit-counting' problem and filed a grievance, the administration said the summer arbitrator's ruling did not apply."

"Since we will ask the arbitrator to provide a written ruling this time, it's going to take a while to get this workload issue resolved," John said. "We hope the result will let us put an end to having to grieve each new 'overload counting' case individually."

Area Chairs MOU/continued from 2

“Several of the Area Chairs did not believe they could provide the same level of quality services for students under the conditions imposed by the administration. After some unsuccessful attempts to resolve the problems last winter, several of the Area Chairs resigned.”

“For at least two terms, a number of services for students and some other aspects of providing direction for departments were not provided at the same level they had been when all faculty Area Chairs were on the job,” Pam said.

Pam said the MOU was able to be completed successfully

because of a significant amount of collaboration with Academic Vice President Monica Posey.

“Dr. Posey recognized from the beginning that the work done by faculty Area Chairs is not a luxury item; it’s a essential part of how the College provides quality educational services for our students,” Pam said.

“Dr. Posey also wanted to establish reasonable and appropriate ways to ‘measure’ the work of Area Chairs that would allow for departmental differences in carrying out this role, but would provide fair

expectations and fair compensation for the work.”

The AAUP had a number of meetings with Area Chairs, and numerous drafts of proposed solutions were exchanged with the administration before reaching an agreement.

“To make sure that new problems don’t emerge, Dr. Posey has agreed to have a meeting of Area Chairs and administrators during this Winter Term to be sure that everyone has a shared understanding of how to implement the new agreement,” Pam said.

Contract Compliance Corner

How many different courses can I be assigned each term?

That’s an issue for you and your dean to work out together. But remember, if you teach more than three different preparations as part of your regular load, you are entitled to overload compensation.

According to the AAUP Collective Bargaining Agreement, Article VIII(D)(2), faculty shall receive “one unit for each different preparation more than three per term, unless the extra preparation results from a compensated overload assignment. (Faculty members shall be compensated for extra preparation units during the term in which said unit(s) are incurred.)”

On Wednesdays this term, I am required to teach an 8:00-8:50 a.m. class and a 6:00-10:00 p.m. class. That’s a pretty rough day, isn’t it?

Actually, it’s more than a rough day, it’s a violation of contract Article VIII(C)(1), which says:

“Administration shall not assign to faculty members

classes as part of regular workload such that from the beginning of the first assignment to the end of the last assignment of the day, more than twelve (12) hours would elapse, unless agreed upon by the faculty member.”

Well, to make matters worse, on Thursday mornings I have an 8:00 a.m. class. What a pain!

Painful, yes, but also another possible contract violation according to contract Article VIII(C)(1), which says:

“For classes assigned by the administration as part of regular workload, at least eleven (11) hours shall have elapsed from the end of the last assignment of one day to the beginning of the first assignment of the next day, unless agreed upon by the faculty member.”

I’ve heard that the contract allows faculty members to keep virtual office hours. What are virtual office hours?

Virtual office hours are set times when you are available to your students, but not necessarily in the office. Virtual

office hours can be kept in a variety of ways. You could make yourself available by phone, by email, in chat rooms, or by instant messenger services. Remember, virtual office hours are real office hours, so you must remain accessible to your students during these times.

I’ve heard that virtual office hours are only allowed to faculty who are teaching online courses. Is that true?

No, it’s not. Here’s what contract Article VIII(F)(1) says: “A faculty member whose work is measured in units must also be available for eight (8) office hours per week, two (2) of which may be ‘virtual’ office hours, but the faculty member must be present in the building for a minimum of six (6) office hours per week.”

The contract language makes no other qualifications about who may keep virtual office hours and who may not.

Have a question about your contractual rights? Talk to any member of the AAUP Chapter Executive Committee!

Mark Your Calendar - 2005 AAUP Events

Monday, February 14

"Have A Heart; Do Your Part" luncheon

11 a.m. to 1 p.m., The Point Room in the ATLC

Donate to the Sick Leave Bank or the AAUP Scholarship Fund

Tuesday, February 22

Pre-BOT Pizza Party - 4:15-5:15 p.m. - Main 376

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

Monday, February 28

"4 by 4 Forums" on Bargaining Issues Begin

March - Education-related Program - Details coming soon

April 7-8 - Ohio Conference AAUP Meeting at UC

May - Cincinnati State AAUP 15th Anniversary Celebration

Plus - The AAUP Film Festival!

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