

# NEWS

## Fact-finding report expected by Oct. 14; six contract articles remain in dispute

The fact-finder's report on how to resolve the contract issues still in dispute is expected to be completed by approximately Oct. 14.

Following a 5-hour fact-finding hearing on Sep. 23, fact-finder Charles Kohler said he intended to complete the report with his recommendations for settling the contract within three weeks.

At the AAUP Chapter Meeting on Sep. 23, Faculty Chief Negotiator Geoff Woolf told faculty members that Faculty and Administration team members presented six contract articles to the fact-finder. (See table on p. 4.)

"The positions the administration presented during fact-finding were the same as the past five months at the bargaining table," Geoff said. "They want faculty to do more work, for less money."

### Compensation & workload

Geoff said Faculty proposals presented to the fact-finder seek a raise that keeps up with the cost of living, and workload adjustments that recognize increasing demands on faculty.

Factors that affect faculty

workload include additional students who are less prepared for college, and additional requirements and expectations placed on faculty related to increased use of instructional technologies.

Another element affecting workload is the fact that Cincinnati State's unique

calendar requires faculty to teach more course sections and more students per year than any other two-year college faculty in Ohio.

Geoff said that in negotiations three years ago, the administration agreed to proposals that reduced workload for some faculty (those who

**see *Fact-Finding* / 2**

## A view from the fact-finding hearing

-- Geoff Woolf, Faculty Chief Negotiator

In the days since fact-finding ended, many faculty members have asked me to describe the administration's approach to the hearing.

Observing a fact-finding hearing is roughly comparable to watching a court case (with fewer formal procedures), and it's difficult to summarize so many hours of discussion.

But one word from the administration's case keeps popping back into my head.

Excess.

When the administration presented the fact-finder with all of the reasons that the faculty are underworked and overpaid, they displayed a chart

with information about faculty compensation.

One column of the chart listed individual faculty members' "Contract Gross" (meaning the faculty member's contractual base pay for the year) and another column listed "Excess."

If our fact-finder seeks a dictionary definition of the term "excess," he will learn that it means "immoderate indulgence" or "more than or above what is necessary."

And if our fact-finder chooses to apply a strict definition of this term to the administration's salary chart, he might reach the conclusion that Cincinnati State is "indulging" the faculty in  
**see *View from the Hearing* / 3**

## Fact-Finding / continued from 1

predominantly teach 3-unit courses) by 10 percent.

At the conclusion of the 2005 negotiations, the administration announced that all faculty had benefited from this 10 percent workload reduction.

"This year, we are attempting to make changes for the faculty whose loads were not appropriately adjusted in prior negotiations," Geoff said.

"The administration has claimed that the AAUP team didn't try to reduce everyone's load three years ago, but that's simply not true," Geoff added.

Administration workload proposals included a change to calculating load for faculty members in the Health & Public Safety division who perform clinical coordination duties.

"The administration's change would greatly devalue the specialized work performed by these faculty members, and would create a highly subjective formula for calculating this component of workload," Geoff said. "It's not an acceptable solution to the administration's perceived workload problems."

### Tenure

The administration presented to the fact-finder their proposal to create non-tenure track faculty positions within the AAUP bargaining unit.

"We explained to the fact-finder that this College has a 42-year history of full-time tenure-track positions," said Faculty Team Member John Battistone.

"The administration's

proposal would create a divisive, two-tier system among faculty, for no good reason," John said. "The administration claimed they need 'more flexibility' to respond to ups and downs of enrollment, but they didn't support that claim."

John noted that during the fact-finding hearing, AAUP attorney Don Mooney asked the administration team what sort

**The administration told the fact-finder that "flexibility" means they want to be allowed to fire full-time faculty members any time they feel like it, and deliver the majority of faculty work with adjuncts.**

of 'flexibility' a non-tenure track would provide that the current contract language for reduction in force does not.

According to John, the administration responded that the current language requires that they fire all adjuncts in a struggling program before full-time faculty members could be released.

"Evidently, the administration's need for flexibility simply means that they want to be allowed to fire full-time faculty members any time they feel like it, and get the majority of faculty work done with adjuncts," John said.

### Distance education

Other issues presented to the fact-finder included the cost of health benefits and the distance

education article of the contract.

"As distance education expands at the College, we must take steps to ensure continuing quality," Geoff said.

"We proposed that bargaining unit faculty be given the first opportunity to develop new distance courses, rather than giving this work to those who might not be the best qualified course developers."

"Also, we proposed recognizing the work required to provide high quality distance instruction, by providing a minimum of one additional workload unit each time a distance class is delivered," Geoff said.

### Contract length

The fact-finder was asked to recommend whether the new contract length should be 2 or 3 years.

"The potential change to a semester calendar would require extensive reworking of many contract elements," Geoff said. "We think it would make sense to do that in conjunction with bargaining."

### Next steps

Geoff explained that Faculty team proposals take into account that fact-finders typically try to satisfy both sides when writing the fact-finding report.

"Fact-finders are obligated by law to listen to the presentations objectively, and weigh the evidence presented to them—but they also know their job is to try to get the sides to settle a contract," Geoff said.

"Generally, fact-finders try to craft a compromise that gives each side a little of what they

**see Fact-Finding / 3**

## ***View from the Hearing / continued from 1***

immoderate ways by paying us “more than what is necessary” under our contract.

So what could the administration mean when they point out “excess” money being paid to faculty?

It’s overload.

That’s correct; the administration has characterized the compensation faculty members receive for their overload work as “excess” payments.

It’s as though faculty were receiving this compensation simply out of the goodness of the administration’s heart. The term suggests a bonanza that faculty receive without bringing anything to the deal.

It was clear from the presentation to the fact-finder that the College administration wants the members of the full-time faculty to feel guilty for the “excess” payments we received and to feel ashamed that the overload budget line is so large.

What the administration never mentioned, however, is how many FTEs are generated by overload. They have never publicly presented information that would illustrate how much revenue is generated by faculty overload.

Instead, the senior administration would have the

Board of Trustees, the Deans, and most importantly, the fact-finder, believe that overload represents only an economic downside.

In this administrative view, overload is money that is rapaciously siphoned from the general fund by the greedy full-time faculty.

I wonder if somewhere in a College administrator’s office there’s a spreadsheet that labels the FTEs generated by overload classes as “excess FTEs.”

If it exists, maybe that spreadsheet also describes the subsidy and tuition revenues generated by overload courses as “excess revenues.”

The notion is absurd, of course. But it shines a light on the complete lack of logic underlying the administration’s approach to management of both money and human resources.

Throughout fact-finding—as in most of bargaining—the administration’s case was built on a foundation of unwillingness to recognize that full-time, tenured faculty contribute to the health of this College.

They prefer to describe us as a burden that should be eliminated by creating a disposable non-tenure track, or even better, by running the

College with an ever-increasing number of exploited adjuncts.

Still, when cheap adjunct labor is not available, they have no qualms about serving the students by loading faculty members with 32 workload units (as they have with one unit member this term)—complaining all the while about the burden of paying us, while they happily tally the revenue (or is it “excess” revenue?) we generate.

We’ve seen plenty of hand-wringing already over drops in enrollment this term, but at no point has the administration been willing to address the question of what would have happened in Early Fall without full-time faculty pitching in by working overload.

Just imagine what might have happened to our enrollment numbers if every full-time faculty member who is currently teaching overload had refused just one extra class in the Early Fall.

So here we are, five months into bargaining a contract and waiting for a fact-finder’s report, and I’m finally tired and frustrated enough to call the administration approach what it really has been from the start.

Hypocrisy.

Someone help the Board of Trustees look that one up.

## ***Fact-Finding / continued from 2***

want—but such compromises often aren’t effective for those who have to live with the results for two or three years.”

“During the past five months at the bargaining table, we did reach tentative agreements with the administration on a number of issues, mostly non-economic,” Geoff said.

“Now we just have to wait and see what the fact-finder has to say about the rest.”

Chapter President Paul Davis said a Chapter meeting will be scheduled as soon as is reasonably possible after the fact-finder’s report arrives.

“We’re asking all of our members to check their

schedules for the time around Oct. 14 to 16,” Paul said.

“If you are scheduled to attend a conference or have other obligations that will take you away from campus during the third and fourth weeks of October, please notify a member of the AAUP Executive Committee,” Paul said.

**Unresolved Contract Articles Presented to the Fact-Finder**  
(see story on p. 1)

	<i>Faculty Proposal</i>	<i>Administration Proposal</i>
<b>Length of Contract</b>	2 years	3 years
<b>Compensation</b>	<ul style="list-style-type: none"> <li>• 6% raise to base each year.</li> <li>• 6% raise to overload rate each year.</li> <li>• 3% longevity raise after completion of 12 and 17 yrs.</li> </ul>	<ul style="list-style-type: none"> <li>• 2.5% raise to base each year.</li> <li>• Overload rate remains the same as current contract.</li> <li>• No new longevity raises.</li> </ul>
<b>Health Benefits</b>	Maintain current 5% contribution for entire contract period.	Increase faculty contribution from 5% to 6% in first year of contract, with no cap on future increases.
<b>Workload</b>	<ul style="list-style-type: none"> <li>• Maximum 16 units per term and 60 per year.</li> <li>• Maintain current language for payment of overload (full payment for the courses that put load over 16).</li> <li>• Maintain current contract language re: health clinical coordination.</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum 18 units per term and 64 per year.</li> <li>• Overload paid for units over 18 within a term.</li> <li>• New formula for health clinical coordination: 20 working hours = 1 unit.</li> </ul>
<b>Distance Education</b>	Add to current contract language: <ul style="list-style-type: none"> <li>• full time faculty have right of first refusal on development of any distance course.</li> <li>• minimum compensation for delivery of distance course is unit value of course plus one.</li> </ul>	Maintain current contract language.
<b>Tenure</b>	Maintain current contract language.	All new positions in bargaining unit are non-tenure track (except first faculty member hired for a new program).

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