



# FA Courier

## *Thank You for an Amazing Experience*

Dear Faculty Colleagues,

Thank you for the opportunity to serve as your CMUFA president for the past two academic years. It has been a privilege to have a campus-wide vantage point to witness your professional dedication and commitment to students' education. Your commitment to the future of Central Michigan University was demonstrated with unprecedented faculty unity and collective action. Thank you colleagues for being FA Strong!

My positive experience as FA President is the result of committed teamwork. Thank you to the FA Executive Board, the FA Department Representatives, Melvina Gillespie (MEA Uniserv Director), Julie Fairchild (local MEA office staff), Cheryll Conklin (MEA Central Zone Director), Art Przybylowicz and MEA legal services, our 12 C/E Coordinating Council, and our Michigan Education Association leadership team in the Lansing.

Special thanks to Tim Connors, who completed a 4-year stint in FA leadership (president-elect, president, 2 years as past-president). As you know, Tim agreed to stay on for a second year in the role of past-president. This was an immense help to me.

I am happy to welcome Dr. Joshua Smith as your new CMUFA president. Join me in working with Joshua, your 2013-2014 FA Executive Board, and your FA Department Representatives to continue our 40+ year foundation of CMU collective bargaining strength:

- Work together to support each other in the face of the new right-to-work climate.
- Step forward to serve each other in various capacities: being a part of the bargaining team, the FA Board, or other FA committees. Instead of a few doing the work for many, we need many hands and heads together to make for easier work for ALL!
- Engage and talk to our colleagues about the benefits of remaining a dues paying member.
- Resist attempts by the administration and outside agencies to demean and diminish the importance of unions (including the Faculty Association).
- Support our fellow on-campus unions in their struggle for fair and equitable treatment.

Remaining FA Strong!

Laura

This Courier is recap of the CMUFA work during the 2012-13 Academic Year.

## **CMU FA Campus Involvement & Outreach**

CMU FA activity during the 2012-13 Academic year included:

- Article 7 Meetings: FA Leadership, Grievance Committee, MEA Uniserve Director meet monthly with Faculty Personnel Services
- FA Leadership monthly chats with President Ross
- University Community Advisory Panel
- Joint Union Council
- ORSP Advisory Committee
- Global Campus Study Group
- Shared Governance and Communication Committee
- Smoke Free Campus Policy Committee
- RPT Luncheons
- MESSA Information Sessions
- College-Level FA meetings
- Forum on Variable Workload Proposals
- MEA Central Zone Initiatives
- MEA 12 C/E Coordinating Council
- Protect Working Families

## **CMU FA Grievance Committee**

Our CMU FA contract warriors! During the 2012-13 academic year, nearly 100 members of our bargaining unit contacted the FA Grievance Committee for assistance with issues related to the collective bargaining agreement (see Article 8 of the 2011-14 Agreement). Those contacts with the Grievance committee included:

- About two dozen faculty members contacted the Grievance Committee with problems or questions as they were going through the reappointment, tenure, and promotion process.
- About three dozen people asked for more information about specific parts of the contract or interpretations of the contract.
- The Grievance Committee represented eight faculty members when they were being questioned or investigated by administrators.
- About a dozen group and/or individual grievances have been filed on behalf of members of the Faculty Association.

Thank you to Roger Hatch, John Pfeiffer, Phil Squattritro, Rob Noggle, Anne Alton, Brigitte Bechtold, Bill Dailey, Harry Mika, Guy Newland, Judy O'Dell, and David Smith. Additional thanks to Maureen Eke, Kevin Love, and Mary Senter who provided particular expertise on important grievance-related matters.

### **Article 7 Meetings**

Article 7 in your 2011-14 Agreement is an agreed upon “Informal Meeting” process for the Association and CMU. “Representatives of the ASSOCIATION and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this Agreement. Such informal meetings shall be held at other times after a request of either CMU or the President of the ASSOCIATION for the purpose of maintaining and improving relationships.”

Your Article 7 team for the 2012-13 Academic year consisted of: Laura Frey, Tim Connors, Joshua Smith, Roger Hatch, John Pfeiffer, Phil Squattrito, Rob Noggle, and Melvina Gillespie. This team met monthly with the FPS representatives on your behalf, discussing a wide range of topics to ensure adherence to your 2011-14 Agreement.

### **Services from our MEA Uniserv Director**

These highly trained professional labor relations consultants help teachers and education support professionals access a wide variety of services available only to members. UniServ directors help members with: contract bargaining and interpretation; grievance processing; job security protection; retirement concerns; employee counseling for work-related problems; arbitration; unemployment compensation representation; assistance in governance matters; processing civil rights violations; and much more. CMU FA UniServ Director: Melvina Gillespie, [email: MGillespie@mea.org](mailto:MGillespie@mea.org); local office ph.: 989-772-5922

### **MEA Legal Services**

MEA employs several full-time attorneys and also retains prestigious law firms to help protect members’ legal rights: wage and hour laws; unfair labor practices; layoff and recall; retirement; fringe benefits; unemployment compensation; education funding; negotiations; discrimination; health and safety; civil rights; and contract enforcement. MEA advocates for us on many levels: contract bargaining and interpretation; grievance processing; job security protection; retirement concerns; employee counseling for work-related problems; arbitration; unemployment compensation representation; assistance in governance matters; processing civil rights violations; and much more.

### **Professional Liability Insurance**

MEA strongly believes that employers should provide school employees with insurance to protect them from personal financial liability stemming from employment-related lawsuits. However, this is not always the case, that’s why MEA provides all members with \$1 million in professional liability insurance as a benefit of membership. The NEA Educators Employment Liability program, administered by MEA, protects members from personal financial liability for most incidents arising out of their educational employment activities or duties. The insurance includes attorney’s fees, so members won’t have to pay a dime out of their own pockets to defend themselves from frivolous civil lawsuits related to their employment.

### **What the New Right-to-Work Law Means for the CMU FA for 2013-14**

- Our current collective bargaining agreement ("Contract") remains fully in effect through June 30, 2014.
- All coaches, counselors, librarians and regular faculty (with the exception of the CMED faculty) remain in our collective bargaining unit (see Article 5 of the 2011-14 Agreement).
- All coaches, counselors, librarians and regular faculty (with the exception of the CMED faculty) hired before July 30, 2014, become members of our collective bargaining unit (see Article 5 of the 2011-14 Agreement).
- All members of our collective bargaining unit will continue to receive all of the protections provided by the current Agreement.

### **What the New Right-to-Work Law Means for the CMU FA after July 1, 2014**

- The CMU Faculty Association will continue to represent all regular faculty (with the exception of the CMED faculty), counselors, coaches and librarians in negotiations with the administration on the next collective bargaining agreement.
- After July 1, 2014, member of our collective bargaining unit will have the choice to opt out of membership in the Faculty Association.
  - Those who elect to stay in the union will continue to pay dues.
- After July 1, 2014, member of our collective bargaining unit will have the choice to opt out of membership in the Faculty Association.
  - Those who elect to stay in the union will continue to pay dues.
  - However, those who choose to leave the union will continue to get all the benefits and protections of a negotiated contract without paying their fair share.
  - Those who choose to leave the union forfeit their right to vote on contract ratification.

### **Recommended Statement for Syllabi**

The FA Executive Board recommends that all faculty include a statement in their course syllabi that protects faculty and students from being recorded without their permission. We have included a sample statement to be considered for use in course syllabi:

“In order to protect the intellectual property interests of the instructor, the privacy interests of student members of the class, and to encourage an open and fair exposition of all student views in the classroom without fear that student views expressed will be recorded and possibly posted in another forum, recording of classroom lectures and conversations is not permissible without the express, prior written consent of the instructor. Unauthorized recording of classroom activity shall be considered a violation of the CMU Student Code of Rights, Responsibilities, and Disciplinary Procedures as disruptive of a student’s right to learn under **3.2.3 Disruption of Learning.**”

### **Use of Established Quality Journal Lists for RPT**

CMU Faculty, as a community of scholars, inspire excellence and innovation by example in their display of quality through: (a) teaching, (b) creative and scholarly endeavors, and (c) service. The CMU FA Executive Board fully supports the expectation of quality creative and scholarly endeavors; furthermore, the CMU FA Executive Board recognizes that faculty have a responsibility to address the quality of their work in these areas as delineated in Article 14, Paragraph 37:

“It is the responsibility of the faculty applicant to document both the quantity and quality of activities and achievements. Quality must be demonstrated by more than a statement of activity or achievement. The quality of the applicant’s research/creative activity must be demonstrated by evidence, which may include description of the review process, documentation to support the quality of the venue or other evidence appropriate to the applicant’s discipline.”

The CMU FA Executive Board, however, objects to the use of developed journal lists, (external lists, quality journal lists, pre-established quality lists, etc.) as a comparator to judge the quality of faculty professional accomplishments in RPT. The quality and expertise demonstrated by faculty cannot be accurately represented in established lists of quality journals. Such lists dramatically oversimplify complicated considerations.

The generation of quality journal lists assumes, incorrectly, that a body of so-called experts can determine the quality of journals based on factors such as number of citations, acceptance rate, etc. These factors are less than objective and can be/are manipulated by authors and journal editors. Moreover, the use of quality journal lists assumes that all scholarly work is geared primarily toward academic researchers as opposed to practitioners in the discipline and, in some disciplines, there are no such lists.

To fulfill the documentation of quality, the CMU FA Executive Board supports the use of department bylaws as the foundation for faculty in terms of guidelines for RPT. The best interpretation of quality resides with the review of faculty experts at the department level without the use of developed journal or other such lists.

### **FA Review of Variable Workload Proposals**

The Agreement (Article 10.14.a) requires departments to review their procedures, criteria, standards, and bylaws (or just “bylaws” for short) every three years. It is during this review that the administration can request departments to consider changes. (Requests for changes at other times are to be restricted to unusual situations such as changes in external accreditation standards – see 10.14.b.)

As per a schedule agreed to by the FA and CMU in 2008, each year departments in two colleges are asked to conduct their periodic reviews. We believe that having the dean show his/her cards to all departments at the same time benefits each department’s ability to respond in the way that best fits its needs.

The colleges conducting reviews in 2012-13 were Science & Technology and Health Professions. Departments in both colleges have been asked to consider adopting a plan for faculty workload with “Research Intensive” and “Teaching Excellence” tracks. Of particular

interest to the FA is that the deans have written college-wide standards of evaluation for faculty in these tracks and have indicated that departments adopting the track plan must also adopt these standards by adding them to their bylaws as appendices. Communications with the CST dean's office have confirmed that they do indeed view these as college-wide standards that could only be changed by mutual consent of the dean and all the departments in the college.

Article 10 makes clear that each department has the right to propose changes to its bylaws according to the process outlined therein. Article 14 makes clear that a department's faculty are best informed about the nature of their discipline(s) and are therefore in the best position to develop the criteria and standards for evaluating the work of faculty in RTP decisions. The chairs of the FA Grievance Committee believe that adoption of college-wide criteria and standards that departments may not individually modify to suit their needs is a violation of these two articles of the Agreement. We filed a grievance to this effect on October 15. Initial discussions with representatives of Faculty Personnel Services (the so-called "Step One" meeting) will take place on November 7.

It is important for faculty to understand that the FA is not objecting to the possibility of research or teaching tracks. The objection is to the imposition of college-wide standards by the administration, which the FA believes is a ceding of the departmental autonomy protected by Articles 10 and 14 of the Agreement. Some departments, notably Psychology, have already developed modified workload arrangements and incorporated them into their bylaws. Other departments, including some in CST and CHP, may want to consider doing so as well. As long as the department freely deliberates and proposes changes that are suitable for its faculty and are consistent with the Agreement, the FA is supportive of this process.

### **External Review of Scholarship**

A number of departments considered adding external review of scholarship to their procedures for reappointment, tenure, and promotion. The Agreement has several provisions that affect how such a review can be carried out. It is important to make sure all bargaining unit members are aware of the issues and to offer advice for bylaw revisions in this area. The relevant passages of the Agreement are:

1. Article 14, paragraph 30 : "All evidence not submitted by the bargaining unit member and used in making recommendations concerning RTP shall be shared with the bargaining unit member normally two weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form."
2. Article 11, paragraph 9 : "All written material used by the dean or Provost in making recommendations concerning RTP and disciplinary matters shall be contained in [the bargaining unit member's personnel] files at the time of these recommendations."
3. Article 11, paragraph 10 : "There shall be no confidential material in these official personnel files except for pre-employment materials."

The first item from 14.30 means that if external reviews are obtained, they must be shared with the candidate who then must be given an opportunity to respond in writing prior to the RTP recommendation.

The language in 11.9 means that the RTP dossier submitted by the candidate (and any materials added to it in accordance with 14.30) becomes part of the individual's personnel file during the RTP process, while 11.10 means that no anonymous material can be added to a person's RTP dossier. Given these provisions, we believe that it would be a violation of the contract to have an external review process where the candidate did not have access to the letters and the identities of the reviewers as well as an opportunity to respond to them in a document that becomes part of the application record.

Although 14.30 appears to leave open the possibility of the department or a dean collecting the letters and then providing a written summary or perhaps the letters themselves with identifying information redacted, we believe that the prohibition of confidential material contained in 11.9/11.10 precludes the use of redacted letters or summaries.

We understand that potential reviewers may prefer confidentiality and that those who agree to write under conditions where their identities will be revealed to the candidate may write different letters as a result. However, we believe that the importance of the protections afforded by the Agreement in this area should take precedence over a department's (or dean's) desire for an anonymous review process. From the candidate's standpoint, it seems clear that knowledge of the identities of the reviewers would be an important piece of information in determining how to respond to the opinions expressed in the letters.

In a larger context, if bargaining unit members display a willingness to forego these important protections by proposing procedures that do not adhere to them, it will not be long before the administration proposes removing them from or modifying them in the Agreement.

For these reasons, we strongly advise departments against proposing procedures for external review that fail to give candidates access to the full letters with their authors' identities.

Phil Squattrito, John Pfeiffer, Roger Hatch (Faculty Association Grievance Committee Chairs)

### **Additional Information**

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Michigan Education Association, <http://www.mea.org>

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