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Handout: Workshop Training: Advanced Collective Bargaining Training for Experienced Faculty

David Cecil
University of Oregon

Mike Mauer
American Association of University Professors

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National Center for the Study of Collective Bargaining in Higher Education and the Professions

43rd Annual National Conference

Workshop Training: Advanced Collective Bargaining Training for Experienced Faculty

Presenters:

David Cecil, Executive Director, United Academics of the University of Oregon, AAUP / AFT

Michael Mauer, Esq., Senior Labor Advisor, AAUP

Exercise #1

You are a full-time non-tenure track (NTT) faculty member at a mid-size state university (MSSU), where you have worked as an English Instructor for 7 years. You are part of the bargaining team for your union, which represents all non-tenure eligible faculty with appointments of .2 FTE or greater. This includes 400 instructors, half of whom work at 1.0 FTE, a quarter work of whom are between .5FTE and 1.0FTE, with the rest being community professionals who teach a class or two each year.

Your current CBA has a “job security” provision that provides that non-tenure track faculty who have been employed at MSSU for the equivalent of 5 cumulative years at 1.0 shall receive two-year contracts at 1.0 FTE. These contracts are up for renewal every two years and can be non-renewed for any reason.

In recent years there has been a perception among the contingent faculty that the administration is non-renewing senior NTT faculty in order to replace them with new, cheaper instructors who have no job security. This perception was crystalized when several long-term Romance Languages faculty were non-renewed and replaced with graduate teaching assistants. It is no surprise that the membership of your union voted job security as the number one priority for this round of bargaining.

Shortly before bargaining was set to begin, the MSSU president publicly announced that the school planned to create 70 new tenure-track positions over the next four years.

On the first day in bargaining for what will be a five-year contract, the administration tells the union that they would like to discuss the following idea:

1. The parties would agree to suspend the current job security language in the CBA for a period of four years so that the administration can have the flexibility to replace long-term NTT positions with tenure-track positions.
2. All NTTs currently working for MSSU would be guaranteed an initial interview with the hiring committee for any new tenure-track position that opens in their unit.
3. After four years, the job security language would be restored to the CBA, but would be modified so that faculty who have been employed at MSSU for the equivalent of 3 cumulative years at 1.0 would receive two-year contracts at 1.0 FTE and faculty who have been employed at MSSU for the equivalent of 6 cumulative years at 1.0 FTE would receive three-year contracts at 1.0 FTE.

Questions:

-- What *process* would you undertake to reconcile whatever differences the contingent faculty have with the tenured / tenure track faculty, and / or to find common ground? How does this change in each of the following situations:

- Yours is a combined bargaining unit, including both tenured / tenure track faculty and contingent faculty.
- Yours is a bargaining unit comprising solely contingent faculty, and there is a separate bargaining unit for tenured / tenure track faculty.
- Yours is a bargaining unit comprising solely contingent faculty, and the tenured / tenure track faculty are unrepresented.

-- How might you modify the administration's idea? (Think about what *concepts* might be worth exploring; no need to draft contract language.)

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Exercise #2

You are an Associate Professor in the history department at a flagship university. You are an officer in the union at FU and are on the bargaining team.

In the past year, FU has been rocked by allegations that the school's star quarterback sexually assaulted a freshman at an off-campus party. The local district attorney decided against pressing charges and the administration declined to take any action. These actions caused widespread protests on campus and your union was very vocal in its opposition to the administration's inaction. Your union president was very prominent in the media discussing the sexual assault and abuse crisis on the nation's campuses.

At the same time, the union learned that a philosophy professor was accused of having a relationship with one of his graduate students, who subsequently left the university. After an investigation by the Office of Institutional Equity, the professor was given a letter of reprimand for violating the university's "Appropriate Conduct" policy.

In bargaining, the administration has proposed the following additions to the Discipline article in your CBA:

Section 14. Notwithstanding the previous sections of this Article, upon receipt at the Office of Institutional Equity of a credible allegation against a faculty member of sexual assault of a student, the faculty member shall immediately be placed on paid administrative leave while the university conducts an investigation.

Section 15. Notwithstanding the previous sections of this Article, faculty members who have been found to have sexually assaulted a student will be terminated.

Questions:

-- What is your counter response on the substance of these proposals?

-- Anticipate that the position you take in bargaining may open yourself up to charges of hypocrisy. How do you formulate your public presentation on how you reconcile the union's position in the matter involving the football player and the one at hand involving faculty members?