

The Right Flier

Newsletter of the WSU-AAUP

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Process for Distribution of Salary Adjustment Pool

By Rudy Fichtenbaum, Chief Negotiator

Section 23.3.2 of the current collective bargaining agreement (CBA) establishes a pool of money equal to 0.4% of the total annual base salary for all bargaining unit faculty in a given department, which may be used for salary adjustments in the year 2003-2004. "Such money will be distributed to Members in the department whose salaries are inappropriately low according to market considerations or proportionately lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance." Both the WSU-AAUP and the University must agree on the distribution of money from this pool. Any money which is not used for individual salary adjustment shall be distributed across-the-board.

The following agreement was signed by WSU-AAUP and the University concerning the distribution of the salary adjustment pool pursuant to Section 23.3.2 of the CBA.

Who initiates the process?

A Bargaining Unit Faculty Member initiates the process by sending to her/his Department Chair a proposed salary adjustment and supporting information (In the case of the College of Nursing and Health and the Lake Campus the role of the Department Chair will be assumed by the Dean). Taking into consideration all proposed adjustments and supporting information he or she receives, the Department Chair will develop a proposed distribution of the salary adjustment pool in his/her department, including rationale for the choices made. The Department Chair's proposal can include adjustments and supporting information not initiated by a Bargaining Unit Faculty Member. If neither the Department Chair nor any Bargaining Unit Faculty in the department recommends that adjustments be made, the chair's report can simply indicate such, and the available funds will be distributed across the board. Both the information received from individual Bargaining Unit Faculty and the Department Chair's proposal will be sent by the Department Chair to the University and the WSU-AAUP for approval.

Is there a common application form? What information is needed?

There is no common application form. A Bargaining Unit Faculty Member sends information related to performance and time in rank (limit to 2 pages) as well as any market information (limit to 2 pages) relevant to his/her case.

In the Chair's proposal, the following information must be provided for each Bargaining Unit Faculty Member in the department: rank, time in rank, salary as of September 2002, the size of the proposed adjustment (if any), and salary after the proposed adjustment. The chair must also provide the rationale for the proposed adjustments.

Timeline for the process:

All information from Bargaining Unit Faculty Members must be submitted to the Department Chair by January 10, 2003. The Chair's proposal, including materials received from Bargaining Unit Faculty Members, must be submitted by February 14, 2003. This material should be sent to: 1) Adrian Corbett, President, WSU-AAUP, 016 Millet Hall and 2) Bill Rickert, Associate Provost, 254 University Hall. The WSU-AAUP and the University agree to make final decisions about distribution of the raise money by June 6, 2003.

What will be the process for making final decisions?

Two elected voting members of the WSU-AAUP Executive Committee (from different departments) will meet with no more than two designated representatives of the University to finalize salary adjustments. An alternate elected voting member of the Executive Committee will replace either of the two members when that member's department is being discussed. (For that reason, the two representatives and the alternate will all be from different departments). All outcomes will be by mutual agreement between WSU-AAUP and the University. WSU-AAUP and the University agree that all actions and outcome(s) associated with this process are final and not subject to grievance.

To implement the above agreement, the AAUP Executive Committee (EC) anticipates proceeding as follows. For each department, the EC will consider the proposal made by the Department Chair along with the information provided by Bargaining Unit Faculty to formulate a recommendation for salary adjustments. Members of the EC must recuse themselves when their departments are being discussed. Only elected members of the EC will vote, but all members may participate in discussion.

If you have any questions about this process, write to: Adrian Corbett (adrian.corbett@wright.edu) or Rudy Fichtenbaum (rudy.fichtenbaum@wright.edu)

Teaching an Online Course: Are You Properly Compensated?

By: Adrian Corbett, Chapter President

The **new** contract (Appendix C) allows for either compensation or release time for developing an online course, and then additional compensation (\$400/credit hour) for the first time teaching of this course. In addition, if the faculty member “judges that the teaching of an online distance learning course will require extraordinary effort”, he or she “can negotiate for additional release time, compensation or support from the Department Chair or supervisor. In subsequent quarters, the Member can negotiate for continuing compensation, release time, or support for teaching the same distance learning course with the Department Chair or supervisor.” Faculty should pay particular attention to the following clause in our new contract: **“All compensation for developing and teaching a distance learning course shall be determined and agreed to in writing before the Member develops or teaches such a course.”** Most of our faculty are finding that teaching online courses takes more time than teaching a normal class, simply due to answering similar questions from a number of your students through e-mail. Please consider this when you first negotiate to develop and teach this course, because if you do not agree to additional compensation for subsequent teaching **at that time**, you won’t receive any additional compensation for teaching the course other than the **first time** you teach the course.

Some commonly asked questions which should clarify whether or not you *should* receive additional compensation and *how much* that compensation may be are below:

What is considered an “online course”?

An online course uses a wide spectrum of instructional technologies to reach students who are separated by physical distance from the teacher. However, teaching a normal class in which a video link (IVTL) is provided for students at a different WSU campus (eg Lake Campus) or other sites (video-based distance education) is **not** considered an online course. Many faculty members make limited use of the internet when teaching a course, usually directing students to use resource pages: such a course would **not** be considered an “online course”. Thus far, any course in which most of the teaching occurs through the internet, without the necessity for classes on campus for the majority of the quarter, has qualified as an “online course”.

What should the compensation be for developing an “online course”?

The compensation will, **at a minimum**, be either: 1) release time equivalent to one standard course within the college, or 2) salary equal to a customary course overload contract in that faculty member’s college. The course release can be taken prior to teaching the online course or when the course is taught. If the faculty member chooses salary compensation, the compensation will be paid to the member within 45 days after the course development is finished. Please take special note of the “at a minimum” language in the first sentence, which comes directly from our new contract language in Appendix C: this clause sets a *minimum* compensation but not a *maximum* compensation. *You should negotiate for a compensation which you believe will adequately reimburse for the amount of time the course development will take!*

What should compensation be for teaching the “online course”?

The first time you teach an online course, you should receive \$400/credit hour in additional compensation. Subsequently, you will only receive additional compensation **if** you negotiated for additional compensation prior to teaching the course (see the first paragraph in this article and the paragraph labeled “1” in Appendix C of the CBA).

The Chapter will be continuing negotiations on what constitutes an online course and what is appropriate compensation for different forms of online courses. This negotiated language must be in place before June 5, 2005, when the Appendix C language is voided. We are currently trying to appoint AAUP members to the Distance Learning Committee which will look at this issue and recommend language to the Executive Committee. The Executive Committee has appointed Rudy Fichtenbaum to this committee and will appoint one additional bargaining unit member to this committee. **If you are interested in serving on this committee, particularly if you have experience developing and teaching online courses, please contact Rudy Fichtenbaum at 775-3085 or rudy.fichtenbaum@wright.edu.**

Fall Quarter Chapter Meeting

The Fall Quarter Chapter Meeting will be held at noon on November 22 at 146 Russ (main Campus) with a video link to 151 Dwyer. The Chapter will provide pizza and soft-drinks. The agenda for this meeting is:

1. Minutes of Spring Quarter Chapter Meeting
2. Vote on Chapter Budget (for 2003 calendar year): Martin Maner, Treasurer
3. Membership Report: Paulette Olson, Vice-President
4. Executive Committee Report: Adrian Corbett, President
5. Remaining Negotiations: Rudy Fichtenbaum, Chief Negotiator
6. Grievance Report: Mel Goldfinger, Grievance Officer

Please note: Only regular Chapter members (members of WSU-AAUP) may attend this meeting and vote.

BECOMING A MEMBER COSTS YOU NO ADDITIONAL MONEY, BUT IT ALLOWS YOU TO VOTE ON CHAPTER BUSINESS AND THE CONTRACT!!!

News From around the State and Nation

By: Adrian Corbett, Chapter President

Akron-AAUP Files Collective Bargaining Cards with SERB. The University of Akron began a Collective Bargaining Campaign last January, and, for the first time in its history, received cards supporting Collective Bargaining from a significant majority of its faculty. The Akron-AAUP filed the cards on Tuesday, October 22nd, with the State Employees Relations Boards (SERB). The next phase will be an agreement on the election date and finalizing who is eligible to vote in the election. If Akron-AAUP is successful in the Collective Bargaining election, they will become the 7th 4-year Ohio University represented by AAUP in collective bargaining.

Ohio Conference Meeting Examines Changes in Health Benefits. The Ohio Conference Meeting in Deer Creek Resort, October 19th, focused on changes in Health Benefits across the state, including proposed changes in Health Benefits at STRS. Changes under consideration for 2004 and beyond in STRS health coverage include requiring retirees to pay more toward their premiums; gradually eliminating the premium subsidy for spouses; and raising the years of service required to qualify for access to health care coverage. The Ohio Conference AAUP, like the Inter-University Council, have asked STRS to hold off on changes

in health care benefits until actuarial reports and the assumptions underlying these reports are made available to constituent groups and the constituent groups are given a reasonable opportunity to respond. It was also suggested at this meeting that university faculty in Ohio should work together to get a member elected to the STRS Board. A summary report of this meeting will be available in the next *Ohio Academe*. In recent news, responding to concerns expressed by the constituent groups, STRS will hold regional meetings beginning in 2003 to address concerns about changes in health care coverage: Dayton will be one of the regional meeting sites. STRS has also incorporated an e-mail address specifically for individual concerns about the proposed health care changes (HCcomments@strsoh.org).

AAUP Collective Bargaining Congress:

Possible Affiliation with AFL/CIO. A full discussion of a possible affiliation of the AAUP Collective Bargaining Congress (CBC) and the AFL/CIO will take place at the December 6-7 AAUP-CBC semiannual meeting. Our Chapter will be represented by Paulette Olson, Vice-President, and Rudy Fichtenbaum, Chief Negotiator. Paulette will report to the Chapter about this meeting through the Winter Quarter newsletter (The Right Flier) as well as the Winter Chapter meeting. According to material sent out by National AAUP:

- Only the Collective Bargaining Congress of AAUP would affiliate
- As a condition of affiliation, all AAUP CB chapters would become part of the AFL-CIO...there would be no "opt out" possible for individual chapters
- Both AAUP, as a whole, and the AFL-CIO would have to approve the affiliation
- As AFL-CIO members, AAUP-CBC members would have the ability to partake of benefits offered by AFL-CIO (see www.unionprivilege.org)
- We would have the option to become a part of the AFL-CIO's Department for Professional Employees (see www.dpeaflcio.org)
- Affiliation would average about \$8-\$19/member/year in additional dues, depending on chapter location and level of participation. If the decision is made to affiliate, the WSU-AAUP Chapter would have to decide if we could absorb an increase of this magnitude at our current dues rate or if we would have to raise our dues rate.

Only WSU-AAUP members will be able to vote on whether or not to affiliate with the AFL-CIO! If you have not yet joined the WSU-AAUP, fill out a membership form and then exercise your right to vote on this important issue!

Outside Employment: What Are Your Obligations Under the CBA?

By Rudy Fichtenbaum, Chief Negotiator

What is outside employment?

Outside employment is defined in the contract as "...professional activities that fall outside of your normal responsibilities of teaching, scholarship and service and that may involve external compensation." Activities which involve public service such as invited lectures, peer review panels, or reviewing textbooks for which Bargaining Unit Faculty receive no compensation or nominal compensation in the form of honoraria are not considered outside employment. Professional activities that are part of approved practice plans are also not considered to be outside employment.

Are there criteria for engaging in outside employment?

Yes! Bargaining Unit Faculty can engage in outside employment if it contributes to a Member's professional development and does not interfere with his or her assigned duties i.e., teaching, scholarship and service.

Are there limits on outside employment?

Bargaining Unit Faculty may engage in outside employment no more than an average of one day per week. For example, a Bargaining Unit Faculty Member could engage in outside employment for about 1.5 hours each day. For Bargaining Unit Faculty with academic year contract this limitation applies only during the normal academic year which begins in September and ends in June. There is no limitation on outside employment for academic year faculty during the summer. However, if you sign a contract to teach during the summer any outside employment must not interfere with your teaching responsibilities.

Can I use University resources if I am engaged in outside employment?

You must make arrangements to reimburse the University for anything other than incidental use of resources. Incidental use of resources generally means that the University incurs no additional cost for your use of resources. For example, using the spreadsheet or word processor on your office computer or making an occasional local phone call would be considered incidental use. Purchasing special software, printing reports, making a large number of local phone calls or making long distance phone calls would not be incidental and

you are responsible for reimbursing the University if you incur these types of expenses.

Do I have to get permission to engage in outside employment?

Yes! The contract requires that a Bargaining Unit Faculty Member submit a request in writing and get written permission from her or his Department Chair before engaging in outside employment. If you fail to get written permission from your Department Chair you may be subject to discipline as described in Article 14.

What if my department chair denies me permission to engage in outside employment because he or she doesn't like me?

You should file a grievance. A Chair can only deny you permission to engage in outside employment if he or she believes that the activity does not contribute to your professional development or it would interfere with your assigned activities.

Does my immunity from civil lawsuits apply when I am engaged in outside employment?

No! Bargaining Unit Faculty Members are personally responsible for any damages or claims for damages which may arise in connection with their outside employment.

If you have any questions about this article please contact: Rudy Fichtenbaum, Chief Negotiator, WSU-AAUP (x 3085) or rudy.fichtenbaum@wright.edu.

Mail To: