We have made no progress at all in mediation sessions. Therefore, we told the lawyer hired by the Board of Trustees to serve as its chief negotiator that we would participate in the scheduled October 20 mediation only if, 48 hours in advance, in accordance with the ground rules signed by the parties in January, he provided us with actual proposed CBA articles that he would negotiate about. To put it more bluntly, we were unwilling to drive to Columbus and waste a third day only to find that the Board-chosen chief negotiator was again not prepared to actually negotiate specific articles with us.

Just before the 48-hour deadline, this lawyer sent us a narrative “presentation” of the Board’s position with respect to resuming negotiations. Since this “presentation” contained no specific CBA proposals whatsoever, we promptly informed the mediator that we would not attend the October 20 session.

The narrative presentation, while containing no specific CBA proposals, does outline the Board’s position regarding the status of each CBA contract article — and the separate workload agreements as well.

Before continuing, it is important to understand that before beginning negotiations, the parties have always agreed on the ground rules to govern the negotiations. This year was no exception; you can see a signed copy of these ground rules at


In particular, rule 4 “Document Exchange” required the parties to propose all changes to non-economic articles by March 10 — which the parties did in fact do — and to exchange proposals on a specified list of five economic articles on April 7. The negotiations were thus confined to the non-economic articles the parties had exchanged by March 10 plus the five specified economic articles.

Now, back to the “presentation.” It states

The Administration reserves as “open items” various Articles that contain provisions that have economic impact and have been presented to date by either party but, given the change in financial circumstances of the University, may and/or will be modified, rejected, accepted, or countered by the Administration during the future economic bargaining phase of negotiations (and not during this non-economic phase). Further, any current Articles with economic impact that have not been presented to date by the Administration also remain open and reserved for the future economic bargaining phase of negotiations, and “new” Articles yet to be proposed by the Administration on yet to be introduced economic topics remain open and reserved for the future economic bargaining phase of negotiations.

This is nothing less than a unilateral re-write of the ground rules. In particular, the Board’s position is that it can unilaterally declare virtually any CBA article as open for negotiation, signed ground rules notwithstanding. We categorically reject any attempt by the Board to re-write the rules governing negotiations, and we emphatically reject the Board’s wish to open virtually any CBA articles for negotiations.

One of the more outrageous examples of their attempt to unilaterally re-write the ground rules is the following statement from its “presentation”:

As the parties also need to address the issue of combining the NTE and TET contracts, to avoid confusion the Administration deems the NTE contract provisions as open (unless a TA has been
What does it mean to say the NTE contract is “open”? It means that the Board can propose modifications of all provisions that cover NTE faculty, even if they had previously not proposed any changes.

Another outrageous example pertains to the workload memorandums of understanding (MOUs). The Board’s “presentation” lists these MOUs as open for negotiations. But the workload MOUs are not part of the CBA. In fact, the dispute resolution process is different for the CBA and the workload MOUs. In the case of the CBA, unresolved issues go to a fact-finder who recommends language to resolve outstanding issues; and, if either side rejects the fact-finder’s report, faculty have the right to strike. In contrast, if either party wants changes in the workload MOUs and agreement cannot be reached, the differences go to binding arbitration.

Now why might the Board want to change the workload MOUs? To increase faculty workloads so they can reduce the number of faculty — faculty who continue to teach our students and perform research with distinction! Meanwhile, at the October 20 meeting of the Board’s Finance Audit and Infrastructure (FAI) Committee, the administration’s top three managers of money and property — whose annual base salaries alone are about $0.75 million — continue to report that spending at WSU is still not under control.

Outrageous examples continued: The “presentation” also lists a new economic article but with no specifics – not even a title! The Board is asking us to negotiate a matter to be named at a later date, and you can bet that it will target your paycheck, your health benefits, or both.

Regarding Faculty Governance Article 10, they want to “Modify Administration proposal to further provide flexibility and inherent management rights in faculty involvement in governance provisions.” What does this mean? Article 10 now guarantees the existence of a Faculty Senate. Do they want abolish the Senate? Article 10 also requires administrators to explain reasons for decisions that are made contrary to BUF recommendations. This provision is designed to hold administrators accountable for their actions. Has that provision been targeted by the Board?

In Article 14 Discipline, they want to “Modify Administration discipline proposal to further provide for a less formal more practical process allowing the Administration more flexibility, but still protecting employee due process.” In Article 15 Termination and Unpaid Suspension, they want to “Modify Administration termination and unpaid suspension proposals to further provide for a less formal more practical process allowing the Administration more flexibility, but still protecting employee due process.” At their core, these two articles guarantee that a faculty member accused of wrong doing receives due process. Weakening these protections is a step toward at-will employment, in which an employer can discipline or even fire an employee with impunity.

Finally, consider Article 17 Retrenchment. The administration made no proposal regarding this article by the deadline specified in the signed ground rules. But the “presentation” lists this as another one of the many articles as open for negotiation. Now, this article prevents summary dismissal of BUFMs — thus guarding both our academic freedom and the University’s academic integrity — and provides severance pay when the administration can in fact justify retrenchment-related dismissals. Not many months ago,
the Board eliminated bumping rights for classified employees and cut severance pay for unclassified employees — unilaterally because neither group is protected by a Collective Bargaining Agreement. At the October 20 FAI Committee meeting, the administration would not rule out additional staff layoffs. We can see where the Board wants our protections under Article 17 to go. It is virtually guaranteed that they want to weaken BUFMs’ job security, rolling back protections for NTE faculty on continuing employment agreements, and making it easier to abolish academic programs and to lay off tenured faculty.

**What does all this mean for the Bargaining Unit Faculty?**

One way or the other, the Board will try to divide the Bargaining Unit Faculty, pitting NTE and TET faculty against one another.

**But we are one faculty and we will not be divided!**

At this point, the EC believes we need to focus on preparing for fact-finding. It is unlikely that the fact-finder’s report will recommend language amounting to a unilateral rewrite of key provisions of our CBA. But the unlikely still might happen. So we should be prepared to reject a report that is unfair. Likewise, if the fact finder’s report is acceptable to the RCMs, the Board might reject it. In either case, we should be prepared to strike.

We believe that a very credible threat of a strike is the best way to avoid a strike, which should be a last-resort option. But it is possible that a strike may be the only way to avoid a complete gutting of our contract. If you believe that the risks inherent in a strike are a reason not to strike, you should reconsider your position. If the administration guts our contract, more risks than you are trying to avoid will become the permanent condition of your employment.

It is now more important than ever that we stand united. The Board has repeatedly shown neither respect for faculty nor concern for our students. After all, faculty working conditions are student learning conditions! We understand that the University is facing a financial crisis, but WE didn’t cause it. Over the last five years, the salaries and benefits of full-time teaching faculty have accounted for 16%-17% of the total institutional budget. In the first two of those five years, we received zero raises, and in the last three years, our raises have been offset by attrition. Over those three years, we have lost 71 positions, with the total faculty in our bargaining unit declining from 659 to 588. The Board has acknowledged that the over-spending has not been on instruction, and yet we have already contributed a great deal to resolving the budget issues created by reckless spending on non-instructional initiatives and positions. We and our students generate the revenue for this university. Without us and our students, this University not only does not function — without us and our students, it has no reason for being.