

Faculty Petition for Representation

December 10 Forum with University Leaders

Introductions



Executive Vice President and
Provost Don Leo



Senior Associate General
Counsel and Director of
Employee and Labor Relations
at Ohio University Mike Courtney



Vice President for University
Communications and Marketing
Robin Oliver

Meeting Agenda

- Anticipated Timeline
- Leadership Statement: Provost Don Leo
- Overview of the Voting Process
- Topics of Interest
 - The Bargaining Unit
 - Issues Subject to Collective Bargaining
 - Impacts to Existing Faculty Processes
 - Impacts for Chairs and Directors

Status and Timeline

- Petition for election filed with the State Employee Relations Board (SERB) March 8 by United Academics of Ohio University, affiliated with AAUP/AFT.
- Ohio University responded May 9 with its Position Statement.
- Through the SERB process, the two entities negotiated this fall to settle disagreement on the makeup of the bargaining unit.
- A tentative agreement was reached in early November.
- **January** – Both parties will file a consent election agreement.
- **February 12** (anticipated) – Election ballots mailed to all eligible bargaining unit employees.
- **February 18-March 4** – Voting period.
- **March 17** – SERB will open and tally all votes.

Leadership Statement



Voting Overview

- Voting is confidential and votes remain confidential regardless of outcome.
 - Ballots are returned to the State Employee Relations Board.
 - Neither the University nor UAOU/AAUP/APT have access to ballots.
 - Ballots are not subject to public record.
- The winning outcome is based upon the majority of ballots cast.
 - Example: If the union has 800 eligible members and 200 eligible members vote, 101 yes votes would result in the formation of the union.
 - If you are an eligible member and opt not to vote, you will still be included in the bargaining unit and subject to collective bargaining.

The Bargaining Unit

INCLUDED:

- Full-time tenured or tenure-track faculty
- Full-time non-tenure track instructional faculty
- Full-time Non-Tenure Track Clinic Faculty (Clinical Professor, Associate Clinical Professor, and Assistant Clinical Professor), not otherwise excluded.

EXCLUDED:

- Faculty in the Heritage College of Osteopathic Medicine
- Faculty in the College of Health Sciences and Professions (except for full-time faculty in the Department of Social Work, Department of Social and Public Health, and Department of

Interdisciplinary Health Studies)

- All part-time faculty, visiting faculty, instructors, special appointments, adjuncts, librarians
- Faculty participating in an early retirement program
- All supervisors and management level employees
- All ranks of presidents, all ranks of provosts, all ranks of deans, all school-level directors, all department chairs, all administrators
- All faculty holding multiple appointments where one appointment is also an excluded category; and all other employees.

Issues Subject to Collective Bargaining

Mandatory Bargaining Issues:

- Wages
- Hours
- Terms and Conditions of Employment

Under Management Oversight (not typically subject to collective bargaining):

- Functions and programs
- Standards of service
- Utilization of technology
- Organizational Structure
- Adequacy of the workforce
- Faculty Workload

Uncertain Impacts to Existing Faculty Processes

- There may be Faculty Handbook impacts to the extent that there are topics or conflicts with a possible Collective Bargaining Agreement. Existing terms may be replaced and go up, down or stay the same.
- Possible changes to Faculty Senate Bylaws.

Note that terms and conditions of employment currently addressed in the Faculty Handbook may be impacted in whole or in part by a possible CBA for all members of the bargaining unit.

Impacts for Chairs and Directors

- Chairs and Directors will need to be familiar with the terms of the CBA.
- Deans, Chairs and Directors will no longer have the same ability and flexibility to discuss and set various terms and conditions of employment directly with faculty without involving union representation.
- Change from an individualized approach to managing to a more uniform approach; may be less flexibility in tailoring assignments.
- Chairs and Directors may play a role in addressing grievances files through the formal union process.

Questions Received

Q: Why were faculty not consulted on the decision to “remove graduate waivers across the university”?

Q: How do you see (annual raises / faculty compensation) being addressed if a union is not formed versus if a union is formed?

Q: You said both sides would start bargaining “at zero.” Does that mean education benefits or the standard 9-month contract might change?

Q: Can you please clarify what things CAN change during negotiation that might be a negative impact to faculty? (Question mentions teaching load, access to overload opportunities and employee benefits.)

Q: If OHIO faculty vote to unionize, would FFL (Faculty Fellowship Leave) be available during negotiations, or should we expect FFL would need to be negotiated as a benefit.

Questions

Thank You

