

The CMU FA Courier

SUMMER

Your Union Brings ^ News You Can Use!



Jennifer Schisa, Biology (CSE)

PRESIDENT'S AWARD
for Outstanding Research
and Creative Activity
2022-2023



Kirsten M. Weber, Communications (CAM)

CONGRATULATIONS
2022-2023 P&P AWARD
WINNERS!



Heather Trommer-Beardslee, Theatre and Dance (CAM)

PROVOST'S AWARD
for Outstanding Research
and Creative Activity
2022-2023



Chanseok Jeong, Engineering and Technology (CSE)

WHAT A YEAR!

2022-2023 was a **WHOPPER!**

Happy Summer Season, 2023, friends! Whether you're in the libraries, over in Rose, checking in with students online, or visiting your faculty office in Pearce a little less frequently, we hope the tempo change is welcome! We had an interesting year in **2022-23**. Changes to the Board of Trustees makes for a different tone to the decisions made on our campus. The full academic year with a new Provost revealed what we know to be true: no one expects what they come into at **CMU**, for better or worse. We watched executives walk away, and saw big changes in some of the operating offices on **CMU's** campus. We watched students struggle and triumph, colleagues get promoted and retire, friends coming and going. Here's to another year away in our scrapbooks, and the bright edges of the horizon for what is to come.

Happy Different Tempo Season, my friends!

The Invaluable Benefits of the Academic Conference

An Opinion

Recently, a friend of mine told me that they did not have the professional development funds needed to attend the single national-level conference they'd planned during the academic year. Professional Development funds differ from college to college, so some faculty might have different experiences with this than others. We are hearing more and more from faculty all over campus about the decreasing dollars they receive for Professional Development and its impacts on their research and ability to meet expected professional benchmarks. My friend told me that, not only was their means of transportation more expensive, they also could not afford to eat out with their fellow conference colleagues, and could not afford to stay the number of nights required by the obligations of the conference. Their ability to network, socialize, and make connections was greatly impacted by the lack of professional support provided by CMU. Our ability to "hang out" at conferences with colleagues, strange and familiar, and converse with students, is part of how we continue to develop as academic professionals. If we cannot afford to travel to our respective conferences (and keep up our memberships in our professional organizations), how many of us will opt to save our pocket money and not attend conferences at all? How will the decline in this funding change our ability to do the research and networking required of our profession? While we might be inclined to imagine professional development monies a luxury not afforded other professionals, as academics, our success relies on our "promise to the discipline" to grow them, change them, and cultivate space for new generations. Professional development support is an essential part of our work as academics, and we should expect no less from our employer.

Summer Bargaining Issues Survey

June 1-August 30, 2023

The **Bargaining Issues Committee (BIC)** has developed a comprehensive survey, released to the membership June 1, 2023. The **survey** is intended to find out what issues are most important to us and what we would like to see in the upcoming negotiations toward a new contract. The **BIC** is interested in finding out from us what we like about the contract now (you can find the current contract **here**), what we want to protect, and what we might want to see done differently. The **survey** will provide direct links to the Articles in the contract and ask us to provide feedback, questions, suggestions, and concerns around the articles of our contract that affect our everyday lives and working conditions. Our responses to this survey will help the **Bargaining Issues Committee** further develop additional tools to best understand what we want to see in our next contract, and provide guidance for strategies and planning, building up to Bargaining in Summer 2024.



THE 2023 Michigan-ACE Distinguished Woman in Higher Education Leadership: Dr. Maureen Eke!

Our own Action Officer, **Maureen Eke** (ENG), was this year's recipient of this prestigious award, recognizing acts of service that lead to policy changes toward equity in education, government, and the community at large. **Dr. Eke** has worked for four decades to ensure that all women and People of Color have access to opportunities that will make a better future for them, their families and their communities. **CONGRATULATIONS, Dr. Eke!** Thank you for making **CMU** look SO GOOD!

Know Your Contract!

Article 3

Rights of CMU (pg 2)

(Link [Article 3 Contract Language](#))

There are many Articles in the contract that are short, yet powerful. *Article 3, "Rights of CMU"* is one of these brief but mighty, frequently used and sometimes frustrating provisions that provides protection for the university.

Section 1 of Article 3 asserts that **CMU** "reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions." *Article 3* is most often referred to simply as "**management rights**."

As indicated in the second provision of this Article, there are many operations and functions that **CMU** considers under the purview of "management rights." Some of the rights **CMU** holds as part of *Article 3* include "size and type of academic and nonacademic staff...standards of employment-related performance... promotion...[and the] discharge or layoff of employees," "modification or abolition of programs and courses of instruction," and comprehensive control over grounds, facilities, along with the management of all allocations of funds for said properties (2).

One look at the list, and it's obvious that the rights held by **CMU** are extensive. What's interesting is that, while **CMU** asserts these rights as a blanket over operation and function, this is a negotiated contract. The **FA** agreed to the language and understanding of *Article 3*.

WHAT?! you might be yelling out loud, how could the FA forfeit its negotiating power over 'discipline'? 'Termination'? 'Classroom assignments'?!'

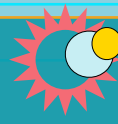
Some might even ask, *what's the point of a contract if CMU can just claim 'management rights' over everything?*

Well, it's not that simple.

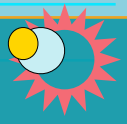
We are contacted regularly with questions about operations and functions that might be listed in *Article 3*. **Members** have questions/concerns about discipline, parking, professional development money, bylaws, and office/classroom assignments, among a whole host of other contentions. For those that are explicitly delineated in the contract (e.g., discipline, bylaws), there is a framework for dealing with them up to and including through the grievance process. For other issues that are not addressed in the contract (access to professional resources, office/classroom assignments), **CMU** is likely to assert that its **management rights** apply in full. It is a frustrating thing for folk to hear that the contract does not speak to process or procedure for course cancellations, for example, as these cancellations fundamentally change the nature of our working conditions.

The last section of this *Article* makes this list of rights contingent on other provisions of the contract. The language reads: "These rights shall be exercised so as to neither substantially expand responsibilities of bargaining unit members nor to conflict with this Agreement." This means that "**management rights**" are not intended to provide a vehicle for **CMU** to violate or otherwise make difficult what is laid out in the contract as an agreement between **CMU** and the **FA**. *Article 3* is not an unmovable piece of our bargaining power. In fact, it makes room for more negotiation in the framing of those rights.

As with all other things, however, and *Section 2* indicates, these "...rights are by way of illustration, but not limitation..." to the negotiated contract; each Article of our contract is connected to all the other parts of the contract to make a holistic agreement that guides our relationship with our employer. Several articles reference others throughout the Contract. This provides the "wobble-room" for the **FA** to address, interpret, challenge, and even grieve decisions that are made by **CMU** over faculty, especially when this union feels **CMU** has exercised a "**management right**" arbitrarily, capriciously, or not keeping in good faith and spirit with our Contract. Those challenges to "**management rights**," help us build better scaffolding for the future in the form of better contracts!



The mini-MISCELLANY



Personal Information

We've been talking with **CMU Police Department** over a number of concerns around **faculty** safety and privacy, on campus and off. In a recent discussion with **FPS** and **Chief Larry Krause**, we were asked about the kind of **personal information** we **faculty** might provide to **students** we are working with or who are in our classrooms?

We thought it would be a good idea to bring this question to the attention of the membership. Our **relationships** with our **students** are some of the most precious to many of us. The establishment of these **relationships** with **professors** is important for our **students'** development of work/life balance in a professional setting. We are the examples of the difference between **personal** and the **professional**. Not only does this demarcation provide a way for us to have a clear line between work and our personal lives with **students**, but it provides examples for our **students** to carry forward in their own work and personal lives. Ultimately, our **relationships** with our students are up to us. We all have different levels of comfort when it comes to what we share (and what we don't) with our **students**. Some of us have **relationships** with **students** that *require* they have our off-campus info-bits. The **Faculty Association** would like to advise membership to continue to use their discretion when **sharing information** beyond our **cmich emails** and **office phone numbers**. We have been advised that **faculty** can use **Teams** as a way to communicate with **students** outside of email and office phones. Also consider that, during the pandemic, many **faculty** used apps like **GroupMe** to provide other ways we can communicate with our **students**, and they with us. These platforms work like texting, but can use **faculty** and **student** cmich credentials, rather than personal cell phone information, to facilitate connections/communications.

TITLE IV

Title IV of the *Higher Education Act (1965)* stipulates that all **Federal Student Aid** dollars awarded to **students** be used for purposes that promote the advancement of educational goals. **CMU** is a **Title IV** school and is responsible for the federal loan dollars allocated to eligible **students**. At the April 4th meeting of the **Academic Senate**, we were informed that enforcement of **Title IV** provisions around **student** participation as part of award monies would take effect as soon as the first summer session of 2023. You can find the language for syllabi [here](#). We advise that not only do **faculty** include this language in their syllabi, but that we send out an email, indicating the policy during the first week of classes. Lastly, it is the responsibility of the faculty to report non-participation of any student. You can find the instructions for reporting [here](#).

LIBRARIES: our collective campus good

As many of us are painfully aware, our **libraries** are forced to cut more and more from our collections, serials, databases, and staff. The short and long-term consequences of these budget cuts are numerous. Perhaps one of the most obvious: an R2 university needs a healthy **library**, where the **librarians** and additional staff have what they need, so that we have what researching **faculty** need. The **library** has seen cuts to **faculty**, without the same speed of replacement, leaving our research librarians stretched further with less. The **library** also faces cuts to **periodicals/serials** that many researching **faculty** use to accomplish their research goals. Even with an increasingly digital landscape, having access to academic journals and other literature is imperative for professional success. Even if the voices of **faculty** can't change the way money is allocated immediately, it's important that we continue to speak at department meetings about the health of our campus **libraries**, including supporting our **librarians** and **library staff**, and participate in the selection of important serials when the time comes to adjust for the budget. We need to demonstrate always that our libraries are essential for our function.

