SUMMER Your Union Brings ^ News You Can Use!





Jennifer Schisa, Biology (CSE)

PRESIDENT'S AWARD

for Outstanding Research and Creative Activity 2022-2023

CONGRATULATIONS 2022-2023 P&P AWARD WINNERS!





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



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"s 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

2022-2023 was a WHOPPER!

interesting year in 2022-23. Changes to the come into at **CMU**, for better or worse. We CMU's campus. We watched students struggle bright edges of the horizon for what is to come.

Happy Different Tempo Season, my friends!



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

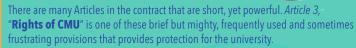
Our own Action Officer, Maureen Eke (ENG), was and the community at large. Dr. Eke has worked for four decades to ensure that all women and and their communities. CONGRATULATIONS, Dr. **Eke!** Thank you for making **CMU** look SO GOOD!

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Know Your Contract!

Article 3 Rights of CMU (pg 2)

(Link Article 3 Contract Language)



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 folx 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 "wiggle-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!



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

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



Dear John, my brother and friend, I'm grateful to

My people say "mbido obula nwere ngwucha" (every beginning has an ending).

You have gracefully declared your own closure. I honor you.

I imagine you telling us in the words of the old spirituals, "Soon I'll be done with the troubles of this world . . ./ Goin' home to live with God."

And, yes, John, there is "No more weepin' & awailing . . ." for you've joined that "train bound for glory."

I have called my ancestors and I said to them: Here comes my brother, please watch over him. Welcome him with a celebration for he has earned one.

I said to my people whose cultures and rights you fought to safeguard while you were here: Here comes OUR brother

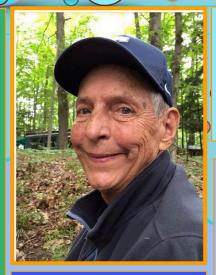
Please hold him close that he may not cry he may not be alone

he may not be lost

Welcome him home that he may find rest.
So, go home

my brother, kindred spirit
Dr. Professor John Pfeiffer
Laa n'udo (go in peace)
Maureen N. Eke, May 2023

term was also a term's prayer when he reached that was plugging regularly we set a date for a couple of sets. At the end, with memorable precision, he said. "We'll I see. It's not that you are good at term's you just like to play."



Because of John's leadership and guidance, I become involved in the union. I have grown so very much as a person due to John's willingness to create a path for others to follow. He brought me into the union family. He pushed me to challenge myself and become more involved in a variety of ways. The union is my family and I have John to thank!

John Pfeiffer, Professor of English, great champion of our union and a near-founding member, died on Sunday, April 30, 2023. John worked at CMU from 1971 until 2015, changing lives for the better, all along the way. We wanted to share some of your thoughts on John: memories, wishes, and expressions of gratitude.

This is a tribute to John.

Remembering John will always bring a smile to my face. I was new to the FA and he took me under his wing, invited me to his office, even invited me into his home to chat and learn more about faculty life. I joined the FA board and I wanted to serve others due to connecting with him and his special, kind, and gentle way of being a dynamic human being. He will be missed, but never forgotten. Thank you John for helping me and countless others during your time at CMU.

In his later years, John served as a member of the Grievance Committee including several years as a co-chair at the end of his career. It was there that I worked most closely with him and saw his passion for union advocacy. John's grievances were epic documents and no one was more fearless in speaking truth to power. He was truly one of the Titans of the FA.

John already had a record of distinguished service to the FA when I became Membership Officer in 2000, he having been president and a member of several bargaining teams by then. That fall in 2000 a group of FA leaders, including John, drove down to Ypsilanti to meet with some Eastern Michigan faculty who wanted to pick the brains of the FA folks who were coming off a successful negotiation in 1999. Although I was new to FA work at that time, I was invited to tag along. I don't remember much of the conversation, but what I distinctly remember is John on the way down turning around and asking me "So, when are you going to be on a bargaining team?" I think my reaction was along the lines of no time soon (it would be eight years, in fact), but John was planting the seed. One of his prominent characteristics was consistent support and encouragement for those coming behind. If he had vanity and professional territoriality, they were well hidden. What showed was a man who unselfishly shared his knowledge and celebrated the success of others.

I had the great fortune of knowing Dr. John Pfeiffer as a mentor and friend. When I started my appointment as assistant professor at CMU in 2014, John generously spent time providing me with thoughtful guidance, support, and advice. These acts of selfless kindness towards a junior faculty member were indicative of his character and related to his broader work as a dedicated union leader. It should be known that part of John's legacy is that he was a tireless and courageous champion for the rights and working conditions of faculty members. His contribution as a labor strategist and intellectual was tremendous. John always stressed that it was important for all faculty members to understand the contract. In the 2006 edited volume Academic Collective Bargaining, John and Dr. Roger Hatch wrote, "Every administrative act is potentially a serious change in working conditions. Protecting working conditions requires an informed, persistent union leadership and membership" (p. 302). The concluding remarks of their essay offer a timeless and invaluable mantra: "In sum, we urge faculty unions to be vigilant at all times. [...] be ready for administrative efforts to try to take back these earlier faculty gains in subsequent bargaining" (p. 307). Upon his retirement, John gave me his personal copies of ten FA contracts, starting with the 1984-87 contract that was negotiated under his leadership as FA President. To make these contracts widely available, I scanned them, and Drs. Heather Polinsky and Marian Matyn kindly made them easily accessible via the FA website https://www.cmufa.org/agreement-archive and the Clarke Historical Library. John and Roger's essay, "After the Contract: Vigilance," is available via ProQuest https://www.proquest.com/docview/199674752

With gratitude and in solidarity - thank you, John!
April Burke

John served on the CMU FA Board and Grievance Committee during my early years at CMU. He was a pillar of strength during some very tough times. John encouraged me to see above the daily struggles, to be the best me I can be, and to trust him and the system. I admire John's wisdom, foresight, and willingness to give so much of himself for the good of everyone. Seeing John always brightened my day and added a smile to my face. I miss his sense of humor and perspective on education, society, and unionism.