

► Bargaining Update: In Pursuit of a Transparent and Consistent Review Process

Stevens Wandmacher

One of the most important parts of the current UM-LEO contract is Article XIX—Performance Evaluation. This article establishes the requirements for and nature of our annual reports, interim evaluations, and major reviews. In laying out the major review process, the article calls for “Employees to provide evidence of high quality instruction that fosters students’ intellectual development.” On the surface this sounds great: who wouldn’t find this expectation for what we should be doing and how well we should be doing it reasonable?

But if we scratch beneath the surface, ambiguities emerge. What type of evidence is needed and how is quality measured? The contract doesn’t provide enough clarity on these questions. As it turns out, the criteria that constitute evidence for the evaluation of lecturers’ performance, as well as the benchmarks for level of achievement, are not as well defined as first appears. Furthermore, as recent experience has revealed in the case of Kirsten Herold’s dismissal, the contract provides no protection against shifting, or even hidden, criteria that can undermine a lecturer’s success in the review process.

The contract does call for the creation of “specific written criteria” by each unit and provides some “general criteria” that the specific criteria used in evaluation could address, such as “command of the subject matter” and “ability to communicate and achieve appropriate student learning goals.” It also speaks to the benchmarks for evaluating teaching quality, here too in only the most general terms: the “[p]rocess and procedure of the evaluation should be consistent with commonly accepted standards within The University of Michigan

for evaluating teaching.” Not many units, however, have provided criteria and benchmarks of the sort that can be used by lecturers to guide them in fulfilling their job requirements or by evaluators to make fair judgments.

To rectify this problem, in the current negotiations the Bargaining Team has asked for stronger, more precise language regarding evaluation criteria and benchmarks. The Administration clearly is uncomfortable with this request. They tell us that they need a lot of flexibility because it is tricky to establish the criteria for a lecturer’s performance and to measure it. One wonders what is especially “tricky” about this process as compared with that for tenure-track faculty members—unless the Administration’s claim belies the value that it places on the teaching quality of tenure-track faculty members. Indeed, the claim gives the LEO Bargaining Team pause, since flexibility can lead to a lack of transparency in the review process, as well as to inconsistency in the application of criteria and benchmarks.

Despite this difference in views, we believe that positive headway can be made in negotiations. The Bargaining Team is exploring other avenues toward building transparency and consistency. One is that in addition to clear, written communication of criteria and benchmarks to a lecturer, if some criteria are weighted more heavily than others, this differential must also be laid out so that lecturers know where to focus their efforts and what adjustments are needed for them to meet the unit’s expectations. Another avenue is the “no blindsiding” provision. This provision calls for a supervisor to inform a lecturer in a timely fashion when a performance problem has been identified so that the lecturer has an opportunity to correct the problem.

The principles of transparency and consistency are critical to the concept of fair performance evaluation. As with employees of any organization outside of academia, lecturers should know if their performance is not measuring

up—and in time to do something about it. It is unfair not only to a lecturer to conceal evidence of sub par performance but also to the students that would benefit from the improved performance. Transparency and consistency help ensure fair performance evaluation for lecturers and high quality instruction for students.

“Bargaining Framework” is on hiatus and will return with the next issue of LEO Matters— if we are still at the table!

► AFT-Michigan Higher Education Organizing Update

Catherine Daligga

Tip O’Neill, the great Speaker of the House, famously observed that “all politics is local.” Applied to the arena of higher education, this insight might become “all union organizing is local.” While each university presents its own distinctive challenges, we can certainly support—and learn from—the recent successes of our sisters and brothers elsewhere in Michigan. Newly organized non-tenure-track faculty (NTTF) are on their way to securing their first contracts. The details of each negotiation demonstrate what concerted activism can achieve despite seemingly intransigent opposition.

Contracts (Nearly) Signed

The PIO (Professional Instructors’ Organization) at **Western Michigan University** reached their first tentative agreement in April. The contract was ratified by PIO members, then approved by the WMU Board of Trustees in May. This contract achieves significant increases in baseline pay, from \$700 to \$750 per credit hour; a limited tuition waiver; discounts for bookstore purchases and on-campus events; and access to campus health, psychological, and pharmacy services. The PIO membership of approximately 450 includes all NTTF teaching between 3 and 9 credits per semester.



May 20, 2010

In this issue

• Article XIX:
Not for Ourselves
Alone

• Michigan
Universities
Get Organized

• LEO Links

• “Why Me?”



We're calling all members! If we haven't reached you by phone to catch up, give us a call.

The approximately 500 non-tenure-track faculty at **Michigan State University** who constitute the Union of Non-Tenured Faculty (UNTF) are about to announce their first tentative agreement. Negotiations began early in 2010. Progress at the table seemed to occur only after public pressure was brought to bear on the administration to negotiate fairly and respectfully with the fixed-term faculty. The pace of negotiations picked up significantly in May following a lively rally hosted by the UNTF and their allies in front of the Hannah Administration Building. The two sides then had a 20-hour-long bargaining session followed by another marathon. As of May 13, the details of the tentative agreement, including the ratification process and timeline, have not yet been made public.

Election Date Announced

Several weeks of intense activism during April and May by members, organizers, students, and allies helped the Adjunct Lecturers' Organizing Committee (ALOC) at **Eastern Michigan University** reach its goal of leaving no lecturer behind. The EMU Federation of Teachers already represents approximately 100 full-time lecturers. While recently these numbers have held steady, the part-timers have increased from 300 to approximately 450. Sit-ins at the president's office and presentations to the Board of Regents in April convinced the administration to agree that the new bargaining unit would include all part-time lecturers teaching at least 1 credit. Ballots for the ratification election go out this month to be returned and counted

by mid-June. If the election is successful, the new unit will join the full-time lecturers in the EMUFT, and the union will negotiate a separate collective bargaining agreement to cover the new unit.

Contract Negotiations Yet to Start

In February the Union of Teaching Faculty (UTF) at **Central Michigan University** filed for a representation election. However, the election has been delayed by the dispute over the definition of the bargaining unit. The CMU president insists that instructors must have at least a 50% appointment to qualify for representation; the union prefers to include everyone teaching off the tenure-track. Approximately 350 people would qualify under the administration's plan, and another 50 to 100 more under the UTF's plan. Since appointment fractions are unstable, lecturers frequently move from one category to the other—providing a strong argument for a more inclusive definition. So far, the UTF has held rallies and sit-ins on campus for members, students, and community supporters; it has conducted a letter-writing campaign; and it held a protest during commencement ceremonies. But the administration has refused to budge. If you'd like to send a letter of support, follow this link: unionvoice.org/campaign/Ross_letter.

Ferris State (Big Rapids campus only) also filed for election in February, having obtained signature cards from the vast majority of the lecturers in less than a month. Like their counterparts at Central, the 100 members of the Ferris Nontenure-Track Faculty Organization (FNTFO) experienced delaying tactics from their administration. First they dragged their heels on performing a review of employment data. Upon completing their report, they proposed limiting the bargaining unit's membership to lecturers who have taught at least 6 credits during the preceding year. Apparently the logistical nightmare of defining a unit in retrospective terms every year doesn't trouble the administration. Yet the FNTFO members remain enthusiastic, committed, and determined to succeed.



LEO Links

leounion.org

theleosshare.blogspot.com

twitter.com/leounion

Facebook:
Lecturers'
Employee
Organization

LEO office:
734-995-1813



Why Me?

Joe Walls, Ross School of Business, Ann Arbor

Member, Bargaining Team; LEO Media Spokesperson

My life inside UM: *I teach information systems courses—Personal Productivity with Information Technology, Business Information Systems, Decision Support with Excel, and Accounting Information Systems.*

My life outside UM: *I have two kids. My son is a senior majoring in computer science at Michigan State. My daughter has an MS in industrial engineering from Michigan and is a management consultant in Los Angeles. My wife is the LEO Office Manager. My favorite pastime is tent camping.*

Why me? *I've been involved with LEO almost from the beginning for several reasons. In an earlier life, I had been a high school math teacher and a member of the MEA. In my second year, we went out on strike and I walked the picket line. Even before that, I'd paid for college working on a General Motors assembly line as a UAW member. Once I became an adjunct associate professor at UM in 1998, I didn't think a union would do me a lot of good personally. I had a three year appointment, a 2-2 teaching load, and a good salary. I had also received modest salary increases almost every year since I started. In short, I was in a much better position than most lecturers. However, every time my contract came up for renewal, I was concerned that it would not be renewed. There were no clear criteria about how that decision would be made. As sole supporter of a wife and two kids, job security was a big issue for me. Also as a pro-labor liberal, I sympathized with the plight of other lecturers who were not so well off. I supported a union as a way for everyone to get ahead. So, when the decision was made to include the b-school in the bargaining unit, I volunteered right away, and have been volunteering ever since. Without LEO I probably never would have received two 7% raises nor my current five year appointment. LEO has been of great benefit to me and to every lecturer, including those who aren't necessarily strong supporters of a union.*

My favorite...place to camp is Sequoia National Park. **Because...** *the trees are amazing, the mountain air is exhilarating, and it isn't crowded.*