

AAP

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AAP Advocate

Association of Academic Professionals
University of Illinois at Urbana-Champaign
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What's In a Contract?

A Primer on the Basic Benefit of Unions

As AAP gets closer to an election and to being recognized as the bargaining representative of academic professionals on campus, questions about a contract arise. What would be included in a contract between APs and the University? By what process would it be written?

If this article does not answer your question, we hope you'll contact us.

The full process of creating a contract is not specified by law. AAP must first identify which issues members want to include in a contract. Then AAP and the University must negotiate the terminology and language to go in the contract. The contract must be approved by a majority of the membership of AAP and by the University Board of Trustees.

Determining issues and goals. The members will decide how and what issues are chosen. The process will be democratic and open to all APs who choose to become involved.

Possibilities include having a representative group from each college/unit compile contract items or having a core group of activists draft a set of contract proposals for criticism and discussion. A contract from another institution, for example, that of the AP union at Michigan State University (see <http://www.msu.edu/user/msuapa/apacontract.pdf>) could serve as a pattern, as could the Academic Staff Handbook for our campus.

Negotiations. After consensus is reached on the contract issues, a negotiating team will be elected to represent APs at the bargaining table with the University. Negotiations involve a lot of give and take. The goal of the AAP team would be to meet all the needs and requests of the membership in a document that the University is willing to ratify. A very formal process outlined by state law require both parties to "bargain in good faith."

Contract contents. Very few items are required in a contract. It must define those people covered, specify the period during which it would be in effect, and state the process for renegotiating it, and it must be signed by the official representatives of AAP and the University. Beyond that there are no requirements.

In other union contracts the University often wants to include language that specifies adherence to federal and state law and Univer-



The Non-Tenure Track
Faculty Association
at SIU-Edwardsville
voted last month to
make the Illinois
Education Association its
sole bargaining agent.

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The Association of Academic Professionals is a group of academic professional employees at the University of Illinois at Urbana-Champaign that is attempting to organize for the purpose of collective bargaining. The AAP is affiliated with the Illinois Education Association and the National Education Association. We are part of a national movement of academic professionals who seek collective bargaining rights.

In order to maintain and improve on the benefits of working at this great university, we believe that we need to organize so that our voice commands attention when administrators make decisions that affect our jobs.

The AAP seeks to ensure certain rights such as:

- ☆ clear paths for career development and advancement
- ☆ third-party resolution of disputes with supervisors
- ☆ fair, timely, and consistent evaluation procedures
- ☆ safeguards against arbitrary dismissal
- ☆ rewards for good job performance
- ☆ compensation for mandatory overtime
- ☆ paid and unpaid leaves
- ☆ *a meaningful voice in decisions that affect our employment*

AAP Advocate—UIUC Association of Academic Professionals

AAP Officers:

Chairperson: **Jenny Barrett**, *Psychology*
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 Secretary: **Rose Morefield**, *Krannert Center*
 Treasurer/Finance Committee Chair: **Roni Kann**, *La Casa Cultural Latina*
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Maeve Reilly, *WILL*
David Schug, *Int'l Programs & Studies*

IEA Staff: **Gene Vanderport**, **Steve Vaughan**, and **David Vitoff**

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sity policy. By referencing these documents the contract need not repeat their content. APs benefit because such language would make these laws and policies enforceable under the contract. University policy without a contract is difficult to enforce, leaving lawsuits as the only recourse for APs whose rights have been violated.

Performance evaluations. Although University policy now requires that supervisors perform a formal performance evaluation each year and that any termination for performance reasons be supported by evidence of declining performance reviews, this policy is not enforceable by law. Whether you have had perfect performance reviews or none at all, if you are terminated you currently have no legal grounds on which to seek reversal of your termination. However, if this policy is made part of a contract, then you will be protected from “termination for cause” if your supervisor does not perform evaluations or if your performance is not in decline. The process of evaluation would be specified, as would the method by which you could register your disagreement with the evaluation.

Pay and job descriptions. Right now the University and, to some extent, supervisors decide the pay increase you will get. Factors include new hire bonuses, retention increases, retirement incentives, bonuses for completing a job (such as the \$150,000 bonus that Rich Mendola will receive with the completion of the UI-Integrate/Banner system), equity raises, or competitive offer raises. The Southern Illinois University faculty union, for example, decided that merit pay is important; therefore, it negotiated a contract that included merit increases in addition to an across-the-board raise. (Their contract can be viewed at <http://www.siuca.org/>.) A contract could specify some or all of these methods and ensure that policies are equitable and available to all APs.

A contract may also prescribe certain minimum salary levels for new hires, probationary periods, and performance bonuses. Some contracts group employees with common duties and common job descriptions, then attempt to gain equity for people doing similar jobs. Currently, the University makes no attempt to have equitable pay for similar duties across units.

How the contract is written will be up to AAP members. If members prefer to leave the language of pay and job descriptions vague and unstructured, the bargaining committee will not attempt to specify these issues.

Grievances. Right now the only formal option open to an AP is to file a grievance with the Council of Academic Professionals (CAP). Unfortunately CAP recommendations are only advisory. Recently CAP heard a

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grievance, interviewed witnesses, and compiled a 140-page report that recommended to the chancellor that the grievant, who had been issued a terminal contract, be reinstated, that notice be sent to his colleagues clearing his reputation, and that his supervisor should be reprimanded and monitored so he could not damage other employees. The chancellor ignored the report, and the AP was terminated.

With a contract a process could be defined that would give APs rights to a fair hearing. The contract would set out the steps in a grievance procedure, starting with informal resolutions and culminating in binding arbitration by an outside agency if the parties were not able to resolve the grievance.

Working hours. APs now work “at will,” which means they are not guaranteed a maximum 40-hour work week, or overtime. Professional employees are exempt from the Federal Fair Labor Standards Act, which guarantees these rights to most other workers. Right now you could be required to work extremely long days for six days a week indefinitely, and you have no legal recourse. Some departments are fair and flexible, while others take advantage of the lack of law. As staff is reduced through layoffs, however, more and more APs will be required to perform the work

You may believe you have these rights without a contract, but you do not if the University chooses to withhold them.

of those terminated, with no reduction in their current duties or increases in pay.

A contract could give APs the protections afforded to most employees by specifying working hours and compensation for extra work or flexible work schedules that some but not all APs enjoy.

Visiting appointments. Right now years worked as a visiting AP

do not count toward your terminal leave calculation. Whether you have been a visitor for 3, 4, or 5 years, the clock that determines your terminal notification period starts only when you become a permanent employee. A contract could correct this policy, giving long-term visiting APs more job security.

Why a contract matters. You may believe you already have most of these rights without a contract, but you do not if the University chooses to withhold them. Right now APs are the only major group on campus that is not protected by either a contract or by tenure rights. At present your contract is a take-it-or-leave-it-contract. Through a union, APs can provide input into the terms of their contract. With dialogue and negotiations, both parties can come to an agreement and produce a union contract.

Look for more discussion of contract issues in future issues of the *AAP Advocate*. We look forward to hearing your questions, comments, or suggestions. ■

How Have We Fared?

FY01: Despite a budget among the best ever for the University, the average raise for campus was 3% (according to an April 25, 2000, PRESMAIL). Inflation was approximately 3%.

FY02: The state increase included 3% for “general salary increases,” & additional 3% for “retention of critical faculty and staff.” Inflation was ~2.85%, parking went up 5%.

FY03: Pay freeze. Inflation was 2.3%, parking went up 11.5%.

FY04: 2.5% average raise didn’t keep up with 3% inflation, but no parking increase.

FY05: Campus average said to be 2.5%. Reported AP raises range from 0% to 5%. Prescription costs up from \$5/\$5/\$25 to \$7/\$14/\$28 (40%/180%/12%). Inflation is 3.3%, parking went up 7.25%.

The raises for the AFSCME clerical workers for the last three years are 3% plus 4% on their anniversary date—a total of 7%. They do not yet have a contract for FY05; however, they are fairly confident that they will get their 4% anniversary raise.

What Are Faculty Saying about AAP?

As a young faculty member I resisted joining AAUP because I thought it was unprofessional to do so. I believed that excellence in scholarship, service and teaching would be recognized and rewarded, that I would be treated fairly by administrators.

Over the years I have come to believe differently. **A healthy democratic university requires strong organizations** that can speak up for and protect members. In moments of crisis, bargaining, or negotiation, **unions are needed**.

They are listened to. They have collective power. They have successful histories and expertise in situations when benefits and salaries are at issue.

The **AAP will fight for you** and your interests. Join today.—Norman K. Denzin, Professor of Communications



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AAP  **KTOBERFEST**
Come to the party at Steve & Lisa's,
2003 Burlison, Urbana, (east on Florida,
south on Race, east on Mumford, south on
Burlison) on **Oct. 21, 6 to 8 p.m.**
R.S.V.P. to 390-5942

How Have We Fared?

Look at the numbers on
page 3 and do the math!

Ask AAP

*What does the new
GEO contract include?*

Q: I know that AAP has cited the union contract for academic professionals at Michigan State University as an example of what our own union could achieve, but what about the homegrown University of Illinois contract recently negotiated by members of the Graduate Employees' Organization (GEO)?

A: On August 2, 98 percent of the GEO membership voted yes to ratify a labor contract with the University. They bargained for a minimum 3 percent cost-of-living salary increase each year for the next three years (after two consecutive years of wage freezes). They also received waivers to some current health care costs, for an annual savings of over \$500 apiece. Further, GEO now is guaranteed representation on the University committee that determines the details of health care package.

GEO's contract also addresses fairness in job security. Set procedures now preserve collegiality through proactive methods of resolving disputes over workloads, pay, and performance, and members now have the right to union representation at disciplinary hearings. In case this fails, the contract stipulates a grievance procedure that protects the employees from retribution and ends in third-party binding arbitration.

To ensure that employees have the correct tools and resources, the contract includes provisions not only for one-time training, but also for mentorship with ongoing support and education. A procedure for resolving workload disputes uses the mentorship model. As for resources, contractually the University will pay for any expenses incurred on the job.

The GEO contract also includes some beneficial flexibility, such as even larger cost-of-living increases for those making the minimum stipend. Further, GEO received a contractual guarantee to renegotiate their insurance subsidy amount if insurance costs skyrocket.

The contract also includes a non-discrimination clause and a host of other benefits. That's the idea—a contract allows a group to codify what is most important to keep and prioritize what is most important to change. ■

*This month's answer provided by
David Schug. Send your questions
to aap@shout.net.*