



Some areas where the Collective Bargaining Agreement (CBA) & your rights are under attack!

SPRING/SUMMER 2023

GRIEVANCE REPORT

01

8.18 B RIGHT OF FIRST REFUSAL

Bargaining unit members get priority in choosing their schedule before courses are offered to non-bargaining unit members!

"Qualified bargaining unit members who have expressed such an interest [in teaching assignments] **have the right of first refusal (up to a three contact hour overload per session) before such courses are offered to non-bargaining unit members.**"
(CBA p. 32)

02

18.2 PROMOTIONAL INCREASES

Any bargaining unit member who is promoted must receive the associated raise!

03

8.13 B ADDITIONAL DUTIES

Bargaining unit members shouldn't be asked to submit forms to NYSED!

04

8.15 ONLINE COURSE MONITORING

No "drop in" observations on ground classes or online classes!

05

5.1 NON- DISCRIMINATION

It's always a good idea to include a union representative in all emails and meetings with HR before filing for an accommodation, leave of absence, or disability!

06

7.1 FACULTY SENATE COMMITTEES

"The College recognizes the right of the faculty to exercise that [academic] governance through the Faculty Senate." (CBA p. 4)

"The College may monitor **only the required portion of online**

courses necessary for purposes of determining that the course is being taught as provided in the published course and may otherwise monitor such courses consistent with monitoring for classroom-based courses." (CBA p. 24)

07

SECTION 7 OF THE NLRA

Administrators cannot criticize bargaining unit members for including the union on emails or in meetings!

"Section 7 of the National Labor Relations Act guarantees employees "the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and **to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.**" "
(www.nlrb.gov)

08

NLRA RIGHT TO DISCUSS WAGES

Under the National Labor Relations Act (NLRA), all employees have the right to communicate with other employees at their workplace about their wages!
(www.nlrb.gov)

09

8.13 A TEACHING LOAD

The contract makes it clear that bargaining unit members must be paid for courses *over* their specified load. The term "underload" is something that administrators made up and is not supported by the contract!

"The required teaching load of a full-time faculty member **shall not exceed twenty-four (24) classroom contact hours** per calendar year, except that a Distinguished Professor shall not exceed twenty-one (21) contact hours per calendar year."
(CBA p. 16)

10

8.13 A TEACHING LOAD

Bargaining unit members do not need to teach during the summer (except for major required courses only offered during the summer)!

"Bargaining unit faculty members are **only required to teach during the academic year** except those major required courses in departments that only offer such courses during the summer or winter breaks."
(CBA p. 17)

OTHER RELEVANT AREAS OF THE CBA

11

**8.18 A
WORK
PRESERVATION**

12

**11.
PROGRESSIVE
DISCIPLINE**

13

**8.14
PDC
EVALUATION**

14

**8.16
INTELLECTUAL
PROPERTY**

15

**6.
ACADEMIC
FREEDOM**

THEY SAID WHAT?!

There's no need to cc the union people in all of your emails

FALSE

Most professors over-enroll their courses so you should consider doing so too

FALSE

Some summer meetings may be required

FALSE

The University cannot approve your accommodation request

FALSE

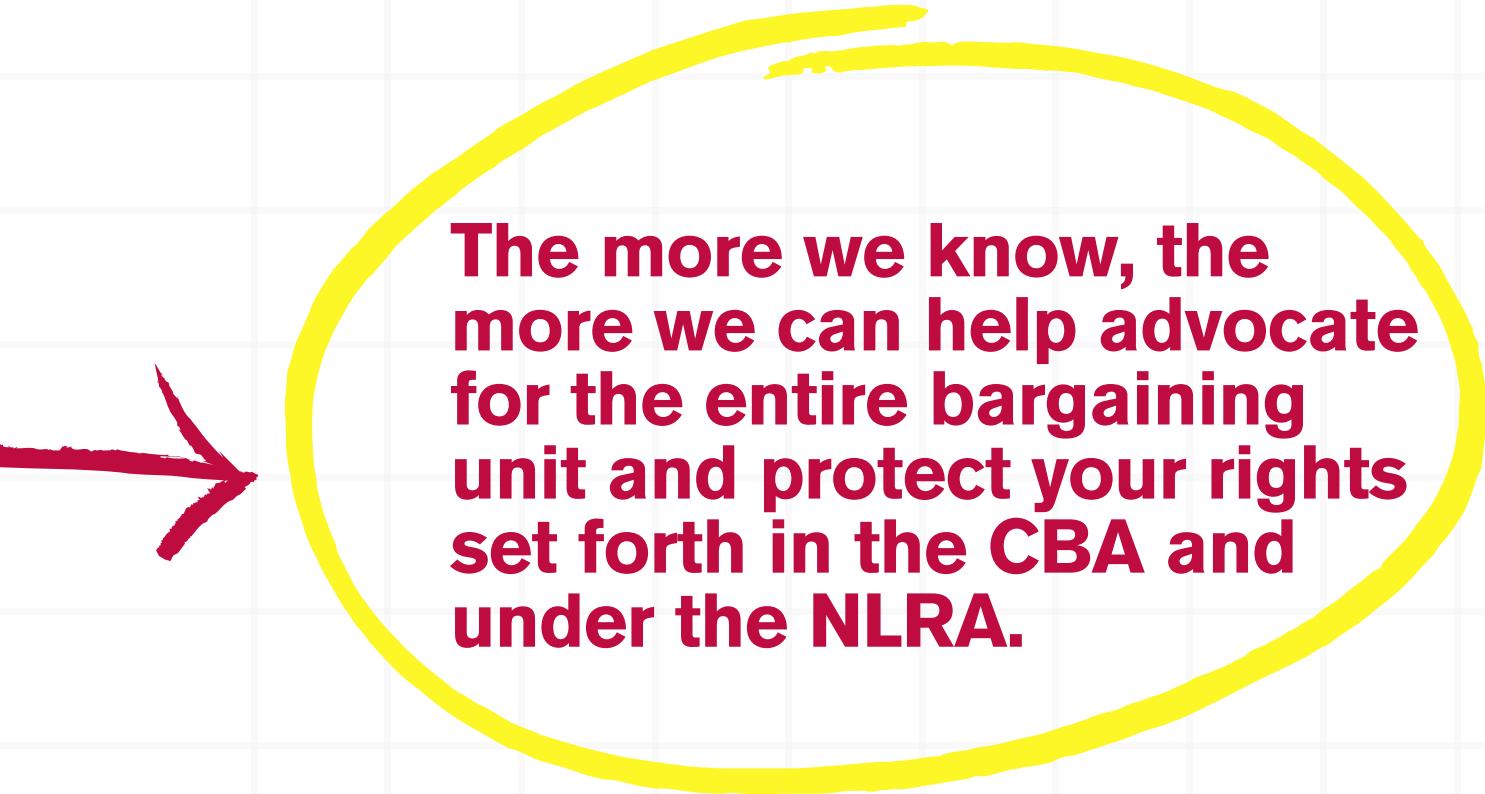
This is not interfering with your Academic Freedom

FALSE

We're not going to check on you but we'll know from your students

FALSE

**Some of these comments have been paraphrased in order to represent multiple statements that were made and to ensure anonymity.*



The more we know, the more we can help advocate for the entire bargaining unit and protect your rights set forth in the CBA and under the NLRA.

IF SOMETHING DOESN'T SOUND RIGHT...



TELL THE UNION!



aauputica@gmail.com

