

Eastern Michigan University Federation of Teachers

Step 3 Grievance (October 1, 2014)

This serves notice that the agreement between the Eastern Michigan University Federation of Teachers (EMUFT) representing Part-Time Lecturers, and Eastern Michigan University (EMU) has been violated.

Facts of the case:

In the Fall 2014 semester EMU utilized an electronic system, FLAC, through which all part-time lecturer work assignments were processed. In the Fall 2014 semester, all part-time lecturers who are employed by EMU were required to utilize this system in order to accept their appointments and to be paid.

The FLAC system entails a series of screens and links to a large number of data fields. The system does not include a capacity to see and capture all of the information in one screen or one document prior to accepting the work offered, nor can the information be printed in one document (e.g., as a pdf or Word document) either before or after an employee accepts the work assignment. The FLAC system does not produce a formal letter of offer that can be retained on a permanent basis by the Employee. Part-time lecturers are, therefore, unable to fully review the work being offered, nor can they retain a copy of an appointment offer in its entirety for their own files.

The FLAC system allows the employer to unilaterally change the offer of work at any time without providing a formal record of any such changes to the offer or opportunity for part-time lecturers to review, accept, reject, or counter such changes. Part-time lecturers, therefore, have no way to document the specifics of an offer of work.

The FLAC system does not correctly identify the status of part-time lecturers who hold the rank of "Lecturer B." Rather, all part-time lecturers are coded as "Lecturer A." For those part-time lecturers who actually hold the rank of Lecturer B, the FLAC system incorrectly indicates that they are accepting a one-semester appointment, rather than appointment for the full academic year (Fall and Winter semesters) to which they are entitled by virtue of their rank as Lecturers B. Additionally, there is no indication of who the Department Head making the offer of appointment is, and there are no signatures by the Department Head or other authorized representative of the Employer.

Other information describing the specific responsibilities and duties of the assignment, such as the starting date of the appointment and whether the classes being offered are online or on the main EMU campus or on one of EMU's satellite campuses, is not readily apparent to employees prior to accepting the work offered.

Still other data fields, such as the "workload," "responsibility %," and "department" fields, are either inaccurate, unclear, or empty.

Additionally, while there is a section for Employee comments, these comments are not permanent and do not appear when Employees log into the system at a later date. There is no record or indication of whether the comments have been received by any individual in EMU's administration, nor is there a way for Employees to document disagreement or alterations to the terms they are accepting.

This action by the University violates the agreement in the following way(s):

Article XV section B.2 (mp 159) states that *"The specific work to be performed will be described to the selected candidate in a letter of offer, which will include an initial salary, the period of time for the work to be performed, and specific responsibilities and duties, and will include by reference his or her rights*

under this collective bargaining agreement. The letter of offer shall be signed by the Department Head or other authorized representative of the Employer.”

As noted above, the FLAC system does not constitute a letter. The FLAC system does not create a permanent record of the work being offered or accepted. Additionally, the system does not accurately describe the period of time for the work to be performed in the case of Lecturers B (whose ranks are incorrectly listed in FLAC), does not effectively communicate specific responsibilities and duties of the position, and does not include signatures of the Department Head or other authorized representative.

Article XV section B.4b (mp 163) indicates that Lecturers B will “*be offered a one (1) academic year appointment (Fall and Winter Semesters)*”. The FLAC system does not indicate that Lecturers B (whose ranks are incorrectly listed in FLAC) are being offered a one year appointment.

Article XV section B.6 (mp 168) notes that Lecturers B cannot be demoted to the rank of Lecturer A. The FLAC system incorrectly lists all part-time lectures as “Lecturer A” rank, and Employees were told that if they do not accept the appointment with this erroneous information included in it, then they would not be paid. Further, since the “comments” box does not seem to permanently capture any Employee comments, there is no systematic way for Employees who are actually Lecturers B to document, in writing, that they accept appointments in FLAC only at the corrected rank of Lecturer B.

Remedy sought:

1. EMU shall immediately provide an accurate appointment letter, including all contractually required categories of information in either Word format or pdf format, to every part-time lecturer employed in the Fall 2014 semester. Letters for Lecturers B shall clearly reflect the fact that Lecturers B receive a one academic year appointment including both Fall 2014 and Winter 2015 semesters. A copy of the appointment letter shall be included in the personnel file of each part-time lecturer, and shall be cc'd to EMUFT. In all future semesters, EMU shall continue to provide accurate appointment letters in this format.
2. EMU shall immediately correct all inaccurate, incomplete, unclear, or missing information in the FLAC system, for each part-time lecturer, in compliance with the requirements of the collective bargaining agreement between EMU and EMUFT.
3. EMU shall prominently post written notice, the wording of which shall be negotiated with EMUFT, in every department, school, or program offices, lounges, and common work areas, clearly indicating that all Lecturers B continue to hold this rank and that EMU has no intention to demote any such employees, despite the erroneous misclassification in the FLAC system. This posting shall be clearly and continuously displayed in the above locations for a period of two months. Additionally, EMU shall provide the same notice to all part-time lecturers, department heads, school directors, program heads, and deans via email.

cc:

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Tara Fulton, Dean, Halle Library
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