

The Roar

UFF/Saint Leo University Chapter

When there is no work, there is no dignity.

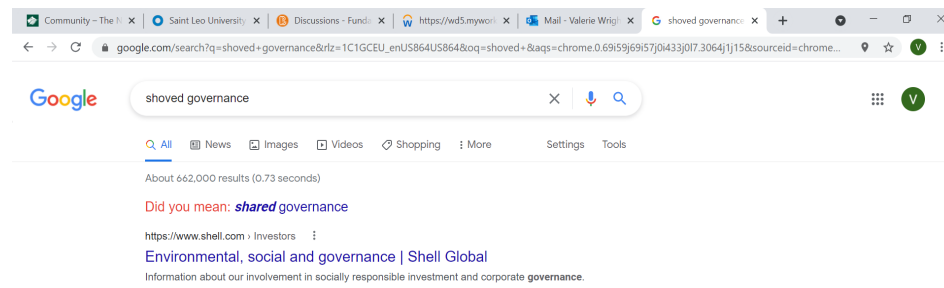
— Pope Francis

President's Message

by Valerie Wright

What a year this has been! I am confident in saying that we are all glad that the 2020-2021 academic year is now over. I think faculty and staff did a tremendous job during this stressful time and met the needs of students to the best of our ability. I am looking forward to a somewhat relaxing summer and hopeful return to normalcy in the fall.

Having said that, there were a great deal of changes that took place in the final weeks of the spring semester. Not a good time to throw at faculty who are in the middle of final grading and exams. First, we got a revised Faculty Handbook that was approved by the BOT without any vote of approval from faculty, then a new mission statement out of the blue, and finally the reorganizations of departments and colleges. Is this what they mean by shared governance? More like **“shoved”** governance! Below you can see my google search for the term “shoved governance.” What an interesting result!



This edition will be focusing on the truth of what is in, or more importantly, what has been removed and lost with the Faculty Handbook versus the CBA. First, I would like to take issue with what was shared through the FAQs on the



Union Elections

Elections were held during April 2021. Congratulations to the following officers for the next year!

2021-2022 Officers

President: Valerie Wright

Vice President: Thomas Humphries

Secretary: Carol McLeish

Treasurer: Kelly Atkins

Senator: Angel Jimenez

At Large: Patrick Crerand

At Large: Chris Miller

Grievance Officer: Patrick Crerand

Did you know . . .

. . . that a recently retired full professor has been denied the honorary title of *Professor Emeritus*? It seems that administration thinks we give that honor out too much. Really?

Handbook dated 3/8 in the Academic Affairs shell. According to #2 on the tenure process, it is stated that *“one thing that has not changed: faculty still get two opportunities to apply for tenure. As you probably know from your colleagues at other universities, this is rare, but we continue to honor this at Saint Leo.”* This is not completely true. There is a caveat to this that continues to be obscured. If a faculty member decides to not go up “early” or in the first year of eligibility, then they do **NOT** get a second chance. This is what happened to Michael Novak and at least one other faculty member recently. Bad advice to wait one more year to improve your portfolio can potentially end your career here. For number #7 on health benefits, it is still not 100% guaranteed like it was in the CBA. In our comparison table below, you will see the specific language we had where an exact amount was identified and that if there were any increases, faculty would split the difference with the university. Now they just state that we *may* participate with what is offered and available. It does **NOT** say they have to offer anything. What if they decide to no longer offer benefits? They are no longer legally obliged to do so. Same thing with the matching retirement contributions. There is definitely some gaslighting going on here.

Charges Filed with the NLRB

Here, again, are the nine charges the union filed against the university.

Party Filing: United Faculty of Saint Leo University, NEA/FEA/AFT/AFL-CIO

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a)(5) and 8(d) - On or about October 23, 2020, the above-named Employer unlawfully withdrew recognition of the employees' exclusive representative as certified by the National Labor Relations Board (Case No. 12-RC-4999).
2. 8(a)(3) - On or about October 23, 2020, the above-named Employer through its agents, representatives, and employees, engaged in discriminatory conduct that was inherently destructive of employee rights under the National Labor Relations Act.
3. 8(a)(5) and 8(d) - On or about October 23, 2020, the above-named Employer unlawfully refused to bargain with the employees' exclusive representative over a successor agreement.
4. 8(a)(1) and 8(a)(5) - The above-referenced Employer, since on or about October 23, 2020 and continuing to present, through its agents, representatives, and employees, made changes to the status quo and repudiated long-standing past practices by unilaterally modifying and changing employees' wages and terms and conditions of employment including: work schedules, work assignments and preferences, evaluations, outside employment rights, sabbatical and leave, health insurance, discipline and termination procedures, elimination of the agreed-upon grievance and arbitration procedure, layoff procedures, job duties of bargaining unit employees, Emeritus status criteria, and procedures to obtain tenure and

promotions without providing the Union notice or the opportunity to bargain and without bargaining to impasse.

5. 8(a)(5) - Since on or about October 23, 2020, the above-named Employer has bypassed the exclusive bargaining representative and engaged in direct dealing with employees over their wages and terms and conditions of employment.
6. 8(a)(1) - The above-referenced Employer, since on or about October 23, 2020 and continuing to present, through its agents, representatives, and employees, interfered with, restrained, or coerced employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act by failing to allow its employees the right to self-organization and to assist a labor organization and to bargain collectively through representatives of their own choosing.
7. 8(a)(5) and 8(d) - Since on or about October 23, 2020 and continuing until the present, the above-named Employer, through its agents, representatives, and employees, failed to meet with the union at reasonable times and reasonable intervals and failed to bargain in good faith with the Union concerning mandatory subjects of bargaining.
8. 7(2)(1) - Since on or about October 23, 2020 and continuing until the present, the above-named Employer, through its agents, representatives, and employees, interfered with, restrained, or coerced employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act by announcing that it would no longer recognize the employees' exclusive bargaining representative.
9. 8(a)(5) - Since on or about October 23, 2020 and continuing until the present, the above-named Employer through its agents, representatives, and employees, repudiated and terminated the collective bargaining agreement through its notice, its conduct, and its actions.

Knock, Knock...

by Patrick Czerand

My kids (8, 10, 11) are into jokes and this is one of their favorites. "Why did the chicken cross the road? To get to the idiot's house." Then they say, "Knock, knock?" I ask "Who's there?" and they reply, "The Chicken." Uproarious laughter ensues (on their part), as it dawns on me that I'm the idiot of the house. It's the subtle misdirection that makes the joke work, and I have to give them credit that it's pretty funny.

It made me think a little about our current situation with the old contract and the new handbook. Listed below are some of the main differences between the old and the new. In short it leaves me with a rewrite of the joke above: Why did the administration remove the old contract and replace it with a handbook? To get to the idiot's house. We'll only realize who we are when they start knocking on our door.

| | Under Old CBA (Union Contract) | Under New Faculty Handbook |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Negotiating Team | Union members from open election. Negotiation meetings open to any faculty member. | Members appointed solely by VPAA. |
| Who's in the Room during Negotiations? | Union labor contract specialists, faculty negotiating team, any full-time faculty member wanting to observe. Together they revise/rewrite sections in spirited back and forth with administration over a period of years. | Faculty input considered. It is clear that many sections have been crafted entirely by university administration and lawyers or referred to administrative HR pages unaffected by handbook. |
| Approval of Contract: | Voted on by every member of Faculty and BOT. | Voted on solely by Board of Trustees with no Faculty approval. |
| Senate Elections: | Open elections voted on any full-time faculty member. | Faculty Senate By-Laws Committee appointed by VPAA now to determine election procedure. |
| Benefits: | \$550 a month [including HR contributions] towards the total premium charged for each faculty member's health insurance. University and faculty share any health insurance premium increases. | No guaranteed contribution cited in handbook. Instead, any benefit is linked to HR policy intranet page that is not available for negotiation. |
| Retirement: | University matches faculty contributions with table provided in contract. | Nothing in writing guaranteeing contributions. Again linked to HR policy intranet page. |
| Reduction in Force: | In cases of man-made disasters, acts of God, financial exigency (sustained, long-term, institutional threatening financial peril). 60 day notice. | The University may reduce the faculty workforce at any time as a result of reallocation of resources, reorganizations of degree or curriculum offerings or requirements, adverse financial circumstances, reduction or elimination of programs or functions, epidemics or pandemics, man-made and natural disasters, or acts of God. The reduction may be at any organizational level and may impact one or more faculty members, as well as either or both non-tenured or tenured faculty. |
| Furloughs: | None. | "The University will provide at least thirty (30) days' notice whenever possible; however, because a furlough is a temporary workforce adjustment that will generally be used in response to an emergency or unforeseen situation, such notice may not always be possible." |

| (cont.) | Under Old CBA (Union Contract) | Under New Faculty Handbook |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Grievances: | In matters starting or advancing to higher administrative levels (VPAA & President) could be settled via 3 rd party arbitration ruled on by appointed federal arbitrator. | President of university is final authority on any grievance. |
| PDF Funds | \$1250/\$2000/\$2500 for attending, presenting domestic, presenting international respectively. | \$1500 with approval from Faculty Senate committee members. |
| Teaching Preferences: | Faculty given first preference to teach courses they develop. \$1000 stipend for teaching more than 50 miles from campus. | None. |

Financial Corner

To better assess where we are in terms of our financial stability, it helps to go directly to the source, the federal government. Here is *ProPublica's* page for the university's 990 nonprofit financial reports: <https://projects.propublica.org/nonprofits/organizations/591237047>

An Open Letter

By Dr. Audrey Shor

Dear Drs. Spoto, Wright, and the Saint Leo University Board of Trustees,

This past Academic Year has been fraught with continuous University Leadership-inflicted change imposed with little to no faculty input. The fact that so many voiceless changes have been imposed on us during a time of great anxiety, the need to constantly adapt to meet the more important contributions faculty make in our professions; teaching and meeting the learning needs of our students, and societal turmoil was a true disappointment. Imposing these changes; some of which include no longer recognizing the Union, dissolving departments, changing Departmental Leadership, presenting a Faculty Handbook fraught with significant concerns and a significant lack of clear articulation while the faculty devoted themselves to raising to the occasion to support our student body and greater community has resulted in many of the faculty questioning the commitment the University has towards us, especially those of us who have devoted ourselves to the University for much of our professional lives and have gained or hope to achieve the mutual commitment that is awarded with a tenured status.

After a semester, scratch that, whole academic year and more, fraught with unique challenges that presented themselves on a constant basis, I have had an opportunity to devote significant effort in reviewing the proposed Faculty Handbook. Ideally, we would not have been subjected to complete a thorough review of a document that will significantly impact our lives during such a challenging time – a time during which our focus should have solely been on providing the empathy, adaptability and devotion to our students' academic needs. I chose to put my students' needs first

and held off on distracting my time from their best interests and chose to invest my personal time into carefully reviewing this document. Now that I have had the time to devote this important investment of time, I have several concerns about the current state of the proposed Faculty Handbook and hope that the University Leadership will listen to these concerns. The goal of my feedback in this letter is the truly help heal the vast separation that has been wedged between University Leadership and faculty. This feedback is provided to contribute to rebuilding trust within the University community. Whether Leadership wants to believe this or not, the impositions placed on faculty have eroded our trust in them and after reading through the handbook, it appears the feeling is mutual. Ever the optimist, I hope to help steer the Leadership towards rebuilding this trust within the community and growing in a more positive direction with their faculty.

I have attempted to summarize and cite my concerns regarding the currently proposed Faculty Handbook below and encourage the Leadership to strive to connect with me and other faculty who have expressed concerns to work together to find a more inclusive approach to this mutual agreement:

XIII. TENURE AND PROMOTION

Page 29, Lines 722-724: "The President has the sole discretion and authority to deny a faculty member's application for tenure and/or promotion."

Please elaborate. How will this decision be communicated to the faculty member? Will ANY feedback or rationale on this decision be communicated to the faculty member? As written, this statement is entirely insufficient for adequately communicating to the faculty member why a life-impacting decision has been made. As academics and according the University's mission the "University seeks balanced growth in mind, body and spirit for all members of its community. On its home campus and regional education centers, Saint Leo University offers a practical, effective model for life and leadership in a challenging world, a model based on a steadfast moral consciousness that recognizes the dignity, value, and gifts of all people."

- How can faculty exercise this mission and demonstrate growth unless provided with guidance on actions they are exhibiting that miss this mark in the eyes of the President, when provided with feedback from their Chair, Dean and others who have up until this decision, supported the faculty member's application for Promotion and/or Tenure?
- Steadfast moral consciousness – how will faculty demonstrate growth if the distinction between the good or bad, right or wrong behaviors that the President observes, yet is overlooked by the Tenure and Promotion Committee, the faculty member's Chair, Dean and peers, is not communicated to them? If the University is deliberately committed to this mission, is it not also the University's obligation to offer models for achieving these goals by valuing this growth in their faculty?
- No Due Dates for Dossier Submission indicated in the handbook (Page 30, Line 772)
- No Due Date for letters of comment by Chair, Dean or VPAA indicated (page 31, Lines 773-775)
- No Due Date for letters of comment by T&P Committee indicated (page 31, Lines 776-777)

XV. FACULTY ASSIGNMENTS

Page 36, Lines 937-938: "Faculty assignments will be made known to faculty in writing prior to publication of course schedules for student registration."

- What is the plan for realizing this goal? Historically, this has not been possible.

Page 37, Lines 964-967: "A faculty member will not be required to accept an overload assignment. Faculty may, however, be asked to accept an assignment due to an unexpected circumstance, such as an increase in enrollment, a sudden resignation, or to maintain compliance with accreditation requirements."

- Clarification is required here. Is this statement indicating that if faculty are asked to teach an overload under these circumstances, the faculty must accept the overload? If this is the case, please remove the first sentence of this section, as the rest of the section conflicts with the initial statement and creates unnecessary confusion upon interpretation.

XVII. EVALUATION OF FACULTY PERFORMANCE

Page 42, Lines 1126-1130: "There shall be one (1) Evaluation File containing each Annual Performance Dossier and any Performance Improvements Plans, if applicable, as well as any disciplinary actions, improvement notices or agreements, grievance decisions, or final determinations of any investigations, if these are related to performance. All documents shall be signed where applicable."

- Clarify who shall sign these documents and who shall be notified about the content of these documents.

Page 44, Lines 1184-1186: "Optional Peer Observation. Each faculty member with a teaching assignment may elect to have a certified peer observer to conduct a classroom observation at a mutually agreed upon time."

- Does this mean non-certified peers may not observe their peers?
- Does this mean that non-certified peer observations are obsolete?
 - Concerns regarding this is that there are not certified peer observers for many disciplines and quality feedback on specific discipline related pedagogy input has consistently lacked in the certified peer observation process.
 - While the value of the certified peer observation process is understood, how will we work to provide more inclusive, yet subject specific feedback for improving discipline related pedagogical efforts?

Pages 44-45, Lines 1201-1216: Annual Performance Dossier

- Faculty are assessed on Academic Citizenship, but not provided with sufficient guidance on documentation of this review criteria.
- Please offer formal guidelines on this new point of assessment.

Page 46, Lines 1262-1263: "Tenured faculty will be evaluated once every three (3) Faculty Academic Years unless the faculty member receives a less than satisfactory evaluation."

- Please provide clear guidance on HOW tenured faculty will be evaluated. While an evaluation is indicated in this Schedule section, guidance on how to prepare for the evaluation is not communicated. Provide instructions to tenured faculty on what and how to prepare for this evaluation.

XXI. LEAVE

Page 54, Lines 1489-1491: "Faculty are granted five (5) consecutive days of paid leave for the birth or adoption of a child."

- How is this in line with Catholic values?
- The University is making faculty chose between their newborn or newly adopted child and their commitment to the University!

Page 54, Lines 1494-1496: "Any Faculty involuntarily called to military duty during regular University assignments shall be granted paid short-term military leave not to exceed ten (10) working days."

- How is this in line with the University's support of the US military?
- The University is making faculty chose between their commitment to our Country (which had to have been articulated during the interview and selection process) and their commitment to the University!

XXIII. GRIEVANCE PROCESS RELATED TO DISCIPLINARY ACTIONS OR UNIVERSITY POLICY CLAIMS

Page 58, Lines 1623-1625: indicated that "Termination related to any of the following: reduction in force or expiration of grants, failure to receive tenure, failure to receive a continuing contract, and expiration of employment contracts" is not "grievable".

- While "failure to receive a continuing contract" is not the same terminology of "renewal of appointment", it would be in everyone's best interest to use consistent language and clearly articulate under which conditions faculty may not have a "renewal of appointment" and "failure to receive a continuing contract".

XXIV. PETITION FOR REVIEW OF THE TENURE OR PROMOTION PROCESS

Page 61, Lines 1705-1711: "Neither this Review Process nor the Grievance Process outlined in Section XXI apply to recommendations by the Tenure & Promotion Committee and the tenure and promotion decisions of the President and the Board of Trustees; those recommendations and decisions are not grievable or subject to review. A Petition For Review is a process available to a faculty member whose application for tenure and/or promotion was denied and who has reason to believe this denial was caused by a failure of the tenure and promotion process and/or a failure to adhere to the university's stated policies for promotion and tenure. "

- This section is contradictory; how will faculty come to understand WHY a T&P process was not successful if a negative outcome can only be question under vague conditions. CLEARLY spell out the criteria for when a negative outcome meets the "this denial was caused by a failure of the tenure and promotion process and/or a failure to adhere to the university's stated policies for promotion and tenure." differs from when "recommendations by the Tenure & Promotion Committee and the tenure and promotion decisions of the President and the Board of Trustees;"

The University Leadership has consistently been informing faculty that improving communication is a priority. Yes, the University has cited the number of points of contact made with the University community over the past academic year. However, quantity vs. quality, as well as timing of cited points of contact factor into adequately communicating with the community. Faculty are HUMANS,

all of humanity has been subject to transforming their lives in a manner that very few have been trained to do, yet the faculty rose to the occasion to support the University during a global pandemic, when OUR lives were at stake. I ask the Leadership to please factor this into their perspective in their regard for us. Reconsider some of the stances communicated to their faculty and consider treating us like the humans devoted to the success and excellence the University affords our students and community that we are.

I welcome the opportunity to elaborate on these concerns with those vested in reshaping the Faculty Handbook.

Saint Leo University's Loyal Servant,

A. Shor

Join the Fight to Uphold Catholic Social Teaching

To help with our drive to convince the Board of Trustees to reconsider their decision, we have put together an online Action Network email campaign. Please use the link below to send an email to the three religious leaders who hold a position on the Board. A prewritten email is already done for you, but we encourage everyone to add their own personal response as well.

https://actionnetwork.org/letters/uphold-catholic-social-teaching-at-saint-leo-university?source=direct_link&