

Summary of 2016 – 2021 Tentative Contract Agreement Between CSU-AAUP and CSU-BOR

General

- Five-year agreement beginning August 26, 2016 through August 26, 2021.
- Minor grammatical changes throughout.
- There will be no salary increase for full- or part-time faculty for 2016-2017, 2017-2018, 2018-2019.
- For continuing full-time members there will be a one-time \$2,000 bonus in 2018-2019, pensionable.
- For continuing part-time members there will be a pro-rated one-time \$2,000 bonus in 2018-2019, pensionable.
- 5.5% increase to base payroll for full- and part-time faculty for 2019-2020 and 2020-2021.
- 5.5% increase for special funds or 2019-2020 and 2020-2021.
- April 2018 longevity will be paid in July 1, 2018, no other delays.
- Change the term “Chancellor” to “President of BOR”.

Article 1 – Definitions

- 1.6.1 Definition of full-time Teaching Faculty is now those who are employed for a semester and earn more than eight (8) load credits (definition no longer tied to number of courses).
- 1.6.2 Definition of part-time Teaching Faculty is now those who are employed for at least six (6) days in a semester and earn eight (8) or fewer load credits (definition no longer tied to number of courses).

Article 4 – Professional Rights and Responsibilities

- 4.2.1 Assurance of academic freedom for part-time faculty.
- 4.2.3.2 During Academic Freedom process any additional materials submitted by either side at any stage of the complaint must also be provided to the opposing side at the time submitted.
- 4.6 Addition of language recognizing the significant role that part-time faculty play a significant role in the institutional life of the University;
If a course is not available, a part-time member may be offered an alternative assignment including alternative bargaining unit work;
Reduces number of semesters from ten (10) to six (6) for the offering of four (4) semester contracts.
- 4.8.2 Provides for evaluation of members on special appointment, at department’s option, up to and including Step “F,” without renewal recommendations.
- Table 1 Assignment of supervising vice president in evaluation process for Coaches and Counseling Faculty (footnote 5)
One month extension of dates for Dean and Provost for professional assessment.
- 4.11.9.6 Addition of record of disciplinary action as evaluation category
- 4.12.1 Requires department bylaws to contain procedure for evaluation of part-time faculty members.

Article 5 Faculty Participation Procedures

- 5.8 Establishes part-time member representation on Senate.
- 5.16 Provides for part-time representation in department matters.
- 5.18 Expands role of University Commission and remedies in case of programmatic adjustments and redeployment of resources.
- 5.18 For involuntary separation, provides for one (1) year severance pay value of pay and fringes
- 5.22 Requires departments to issue agendas prior to departmental meetings.

Article 6 – Athletic Coaches and Non-Instructional Athletic Trainers

- 6.2.2 Ties renewals to evaluations;
- 6.2.2 Provides severance plus value of vacation leave, plus healthcare benefits (COBRA minus employee share up to a maximum of six (6) months' coverage) for assistant coaches terminated early due to departure of head coach;
- 6.2.2 Clarifies conditions of twelve (12) month appointments;
- 6.2.2 Provides for compensatory time for working on paid holidays.
- 6.2.2.1 Provides severance for early termination of Head Coach health care benefits (COBRA minus employee share) to be paid.
- 6.7 Head coaches not on DEC can submit a separate evaluation for assistant coaches.
- 6.7.1 Renewal decisions shall be made after the conclusion of evaluations;
Table 2 Evaluation Process Due Dates for Athletic Coaches -- Three (3) evaluation schedules, for seasons over by December 31st, March 31st, and June 30th, respectively.
- 6.8.6 Addition of record of disciplinary action as evaluation category (Coaches).
- 6.9.6 Addition of record of disciplinary action as evaluation category (Athletic Trainers).

Article 7 Counseling Faculty

- 7.1 “Duties” changed to “load credit activities”.
- 7.2.1 “Counselors” changed to “Counseling Faculty”.
- 7.3.1.6 Addition of record of disciplinary action as evaluation category.
- 7.3.2 Establishes Counseling Faculty Evaluation Committee (CFEC).

Article 8 Library Faculty

- 8.3 “Professional responsibilities” changed to “load credit activities”.
- 8.3.1.6 Addition of record of disciplinary action as evaluation category.
- 8.4 Provides examples of flex time; stronger language regarding request and approval.
- 8.8 Stronger language for approval for teaching classes.
- 8.12 Expands snow day language to include if classes are cancelled,

Article 9 – Working Conditions

- 9.1.1 Secure voice mail for part-time faculty.
- 9.2 Secure storage space for part-time faculty for course materials.
- 9.4 Adequate printing, copying & supplies available for both full- and part-time members including evening and weekend access.
- 9.6 Ensures availability of faculty development funds to both full- and part-time members.
- 9.10 Extends deadline for recommendation and announcement of CSU-AAUP Research Grant recipients by one month.
- 9.12 Extend availability of retraining funds to part-time members

Article 10 – Workload

- 10.2 Redefines one (1) class hour of laboratory as one (1) load credit.
- 10.4 Addition of summer program coordination and internships to definition and provides for side letter renegotiation impasse procedures.
- 10.6.1 Provides one (1) month notification, by member or management for members return from 12-month position to 10-month position.
- 10.7.3 Requires Dean’s consideration of students need to graduate on time when scheduling classes.
- 10.9 Requires Chairperson to report member office hours to Dean no later than first day of classes.
- 10.15 Defines the scope of distance learning, codifies the right of a department to schedule distance learning courses with the approval of the relevant dean, and establishes faculty ownership of materials used in distance learning where a separate written agreement does not exist.

Article 11 -- Summer School and Intersession

11.2 Increase in summer session and intersession pay of 5.5% for 2020, and 2021.

Article 12 – Compensation

12.3 Minimum salaries for 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021

12.3 Minimum salaries are seventy-five (.75%) of maximum salaries for 2019-2020 and 2020-2021

12.4 Maximum salaries for 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021

12.8 Part-time Member Pay Rates increase 5.5% for 2019-2020, and 5.5% for 2020-2021.

12.10.1 Travel, faculty development research grants, curriculum-related activities and retraining funds increase remain the same for 2016-2017, 2017-2018, 2018-2019, and increase by 5.5% for 2019-2020 and 2020-2021.

12.12 Three mandatory furlough days to be taken prior to June 30, 2018 to be determined by local AAUP President & University President. Excludes part-time faculty.

12.13 For continuing full-time members, one-time bonus of \$2,000 in 3rd payroll of 2018-19 academic year for continuing full-time members.

12.13 For continuing part-time members, one-time bonus of \$2,000 pro-rated based as a percentage of full-time teaching load for fall 2018 and spring 2019 semesters.

Article 13 – Leaves and Fringe Benefits

13.2.3 Sick leave of eight (8) weeks or more not considered a period of service for tenure eligibility.

13.3.1 Delays new member contribution of four (4) days to Sick Leave Bank until 2nd year.

13.15 Removes sick leave and vacation time from annual reporting of balances.

Article 15 – Grievance Procedure

15.6.1 Gives due consideration of nature and extent of violation in determination of procedures.

Article 16 – Reprimand, Suspension and Termination

16.5.2 Provides procedures for suspending and adjudicating discipline for member who become incarcerated.

16.6 Addresses deadline for conclusion of disciplinary investigations and clarifies provision of evidence.

Article 25 – Term of Agreement

25.1 August 26, 2016 – August 26, 2021.

Appendix D – Part-Time Faculty Appointments

Provides for multi-semester contracts for part-time members if requested or with consent.

Appendix E – Intellectual Property and the Use of Information Technology

Defines “traditional faculty products” as a class of materials over which faculty retain exclusive copyright where a separate written agreement does not exist. Removes archaic language.

Appendix F – Discrimination, Affirmative Action, and Sexual Misconduct Complaint Procedures

Changes title of Appendix, clarifies access to documents, clarifies notification of outcome.

Appendix G – Side Letter Concerning Article 9.4.4 – Electronic Mail

Clarifies collection of metadata.

Appendix H – Updates list of negotiators.