

APSCUF Collective Bargaining Agreement (CBA) Proposals

Article 11 – Appointment of Faculty

APSCUF proposes to increase the quality of education by: (1) Converting many temporary faculty positions to tenure-track faculty positions; (2) Putting a cap on the FTE temporary faculty (as of 3/15/00); and (3) Recruiting the best temporary faculty members by, among other things, providing hospital and medical benefits over the summer to treat these temporary faculty members equitably. The Board proposes to let temporary faculty members who have 5 consecutive years go to tenure track, effective fall, 2001. This gives management time to fire them first. Not included are temporaries in grant-funded positions.

Article 17 – Sick Leave

<u>APSCUF (10/2/99)</u>	<u>State System (10/2/99)</u>
<ul style="list-style-type: none"> • Gradually increase payment for unused sick leave at retirement to maximum of 100 days in third year of CBA. 	<ul style="list-style-type: none"> • Payment of unused sick leave upon retirement to maximum payment of 50 days.

Managers receive pay for a maximum of 163 days for unused sick leave as do employees in both AFSCME and PSSU.

Article 21 – Fringe Benefits

APSCUF has proposed: (1) Hospital & medical coverage provided for domestic partners of faculty members and children of domestic partners; (2) Major medical lifetime maximum increased to \$2,000,000; (3) TIAA-CREF faculty may use non-System service for coverage upon retirement; and (4) Total waiver of tuition at University where faculty member is employed and 50% waiver at other Universities for domestic partners and children of domestic partners

Article 22 – Salaries

<u>APSCUF (9/30/99)</u>	<u>State System (10/2/99)</u>
<ul style="list-style-type: none"> • Across board raises of 3.5%, 3.75%, and 3.75% in a 3-year agreement. 	<ul style="list-style-type: none"> • Across board raises of 2%, 3%, and 3.5% in 3-year agreement.

<ul style="list-style-type: none"> • Maintain 5% increments for entire term of CBA (APSCUF believes required by law). Average 1.4%/member 	<ul style="list-style-type: none"> • 5% increments in first year, then 3.5% increments in second & third years on an 11 step schedule; "Z's" still stuck.
<ul style="list-style-type: none"> • Range changes of two steps for Instructor rank and one step for Assistant Professor rank in 1999-2000. 	<ul style="list-style-type: none"> • No range changes, so no help for junior faculty.
<ul style="list-style-type: none"> • Step Z becomes Step H for all ranks and movement to H in one year. 	

The Board's present offer to faculty is less than the raises it gave to PSSU and AFSCME employees whose raises in a four-year collective bargaining agreement were 3%, 3% 3.5% and 3.5%, with increments to all members of 2 ¼% for totals of 5 ¼%, 5 ¼%, 5 ¾%, and 5 ¾%.

No increments for temporary faculty. Beginning salary would only move from \$ 30,823 now to \$ 33,516 in three years (Instructor step A or 1).

Article 24 – Summer Employment

<u>APSCUF (8/25/99)</u>	<u>State System (10/2/99)</u>
<ul style="list-style-type: none"> • Compensation rate shall be ½ of current bi-weekly pay for each summer workload hour. 	<ul style="list-style-type: none"> • Current CBA language (freezing compensation at 1995 rates).

Article 30 – Health & Welfare

Management has proposed that the freeze in the contribution rate to the Faculty Health and Welfare Fund that has lasted for APSCUF's last three-year CBA continue for the next two years with no increase in the contribution rate until the third year of the new CBA (July 2001). This would mean there would be no increase in the contribution rate paid to the Fund since the last increase paid in the 1993-94 academic year. Income to the Fund is also decreasing due to less interest income earned on the smaller reserves with these low 1993-94 contribution rates.

Without an increase in contribution rates, our benefits decrease because they are based on fixed dollar reimbursements, as opposed to contracted reimbursement rates pursuant to other collective bargaining agreements that are adjusted for inflationary medical costs.

APSCUF has proposed increases in each of the three years of the CBA to protect the solvency of the Fund and to maintain benefits at the present level.

Intellectual Property

The parties agree that intellectual property created without substantial support/resources from management is the property of the faculty creator. However, with substantial support/resources from management, APSCUF proposes joint ownership, whereas management proposes that it alone owns such intellectual property.

Management also proposes that faculty must disclose in writing the intellectual property in which the University may have an interest before it is created, where possible. The interesting part of management's proposal states that, if a faculty creator fails to notify the State System/Universities of intellectual property in which it may have an interest, management receives an additional 10% of all net income.

