

# APSCUF'S COMPREHENSIVE PROPOSAL<sup>1</sup>

Submitted to the Pennsylvania State System of Higher Education June 10, 2016

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## Housekeeping

1. Updating various dates in throughout the contract.
2. Delete obsolete language throughout the contract.
3. Clean up references throughout the contract to "spouse" only to include domestic partners – for example, participants in evaluation committees, votes concerning appointment of faculty, etc.)

## Definitions in "Purpose" Section

Revise definition of "domestic partner" to cover both same sex and opposite sex partner.

Revise definition of "child of same sex domestic partner" to delete reference to "same sex."

## Article 6 – Department Chairs

1. Move chair transition date to one week following Spring commencement.
2. Reasonable increase to chair stipends.
3. Improve chair and assistant chair workload equivalents, and extend to non-teaching chairs and assistant chairs.
4. Size of department to be determined based on head count, not FTE.
5. Clarify<sup>2</sup> that chairs are not required to attend meetings or other scheduled activities over the summer or winter sessions.

## Article 7 – Performance of Bargaining Unit Work

Clarify<sup>3</sup> language to prohibit assignment of bargaining unit work to undergraduate students, and require job descriptions for undergraduates in order to police this requirement.

## Article 9 – Rights and Responsibilities of APSCUF

1. Clarify<sup>4</sup> language to require State System to provide monthly updates to the data currently provided in the complement report.
2. Ensure all new hires receive University-wide orientation.

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<sup>1</sup> APSCUF reserves the right to add to, delete from, alter or amend this proposal. Unless otherwise noted, existing provisions not altered by these proposals would remain unchanged. Each and every proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same.

<sup>2</sup> Clarification of existing intent.

<sup>3</sup> Clarification of existing intent.

<sup>4</sup> Clarification of existing intent.

3. Clarify<sup>5</sup> language to ensure APSCUF access to University's email system for communication with bargaining unit members.

#### Article 11 – Appointment of Faculty

1. ~~Require President to notify local APSCUF of an interim appointment, when department and President cannot agree on candidate.~~
2. Improve 11.G./11.H. procedures
  - a. Require University to provide information regarding eligible candidates for conversion under 11.G. and list of courses taught by adjuncts under 11.H.
  - b. Shorten conversion timeframes, and coordinate schedules for decisions regarding conversion of faculty under 11.G and conversion of positions under 11.H.
  - c. Require department vote on conversion of adjunct faculty member, but allow faculty member to accept or decline conversion without impacting eligibility for rehire as an adjunct.
  - d. Clarify<sup>6</sup> that converted faculty member has until completion of probationary period to attain qualifications for tenure.
  - e. Add the 4/5/2000 "Kelley" memorandum to the list of memoranda that are null and void.
  - f. Three permissible reasons for a President to decline to convert a position under 11.H.:
    - (1) the courses have been eliminated;
    - (2) the courses have been taught by temporary faculty due to the temporary absence of a regular faculty member lasting at least three years; or
    - (3) the courses have been taught by a temporary faculty member who has been converted to tenure-track status under 11.G.
  - g. President's stated reasons for denial of the conversion of a position are subject to challenge through the grievance and arbitration procedure.
3. Preferential rehiring for adjunct faculty who have at least 48 workload hours and satisfactory evaluations.
4. Protect adjunct faculty member from losing step when reappointed after a break of no more than one academic year.
5. Clarify<sup>7</sup> language to reflect that there may be no discrimination against adjunct faculty in order to evade benefits of this Article, or step increases under Article 22.
6. Allow a faculty member to voluntarily accept a visiting faculty appointment at another University within the State System, without loss of bargaining unit seniority,

<sup>5</sup> Clarification of existing intent.

<sup>6</sup> Clarification of existing intent.

<sup>7</sup> Clarification of existing intent.

departmental seniority, pay or benefits. The State System will pay a reasonable housing allowance to the visiting faculty member.

#### Article 12 – Performance Review and Evaluation of Faculty

1. For positions requiring special expertise, where no one else in department possesses that expertise, ~~the evaluation committee must include at least one faculty member from~~ another department in the University who has the relevant expertise. If no one at the University possesses the expertise, then the evaluation committee may, at the faculty member's option, include at least one faculty member from another University within the State System who has the relevant expertise.
2. Where department committee or dean relies on "other relevant data" in evaluation, provide faculty member with notice and an opportunity to respond to such data.
3. Where a substitute for the department chair is needed in the evaluation process due to conflict of interest, the replacement shall be selected by the department (excluding the chair) and must be acceptable to the faculty member being evaluated, as well as the department and management.
3. Clarify<sup>8</sup> language to ensure that interim evaluations are not imposed as discipline, but are limited to issues involving evaluation criteria (teaching, scholarship and service).

#### Article 14 – Renewals and Non-Renewals

1. Adjunct faculty converted to tenure track under 11.G. are treated the same as tenure-track faculty in their third or fourth year of the probationary period with regard to renewal processes and decisions.
2. Adjunct faculty to be notified by April 1 as to whether or not they will be re-employed in the following academic year.

#### Article 15 – Tenure

1. Where a substitute for the department chair is needed in the tenure process due to conflict of interest, the replacement shall be selected by the department (excluding the chair) and must be acceptable to the applicant, as well as the department and management.
2. President must, upon request, notify the University-wide tenure committee and the faculty member of the reason(s) for a denial of tenure.

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<sup>8</sup> Clarification of existing intent.

### Article 17 – Sick Leave

1. Part-time faculty accrue prorated sick leave, with a minimum of one day per semester.
2. Overload for non-teaching faculty who are called upon to replace a teaching faculty member for more than week.
3. Reasonable increase to the number of sick days that may be used to care for a family member when illness is not FMLA covered.
4. Permit faculty member to use any accrued paid leave during FMLA-qualifying absences for sickness in the immediate family.
5. Reasonable increase to rate of payout for accrued, unused sick leave at retirement. For purposes of making the payout, the daily rate shall be 1/150<sup>th</sup> of the salary at the time of retirement.
6. Increase payout of sick leave to beneficiary of faculty member who dies while in active service to 100% of all accrued, unused sick leave.

### Article 18 – Leaves of Absence

1. Pay faculty member on military leave the difference between military pay and regular salary.
2. Provide pay for the first 12 weeks of parental leave, and allow the faculty member to use accrued leave during the unpaid portion of the parental leave and any extension thereof.

### Article 21 – Fringe Benefits

1. Health Benefits
  - a. Jointly explore alternative plan administration options to reduce costs.
  - b. Jointly explore additional plan options for employees who are no longer able to use UPMC.
  - c. Full-time temporary faculty who do not receive notice by April 1 regarding whether they will be reemployed in the fall receive benefits under the summer.
  - d. For purposes of determining eligibility for benefits, continuing education credits are included in the faculty member's workload.
  - e. Reasonable increase to hearing benefit.
  - f. Prorated health benefits for part-time faculty who are not full-time employees under the ACA.
  - g. As to part-time faculty who are full-time employees under the ACA, see proposal dated 6/19/15.
2. Holidays  
Compensation or compensatory time (at faculty member's option) for faculty required to work on a holiday.

3. Personal Leave
  - a. Clarify language to reflect that both regular and adjunct faculty accrue personal leave.
  - b. Full-time faculty on a 10 month contract accrue three personal days.
  - c. Prorated personal leave for part-time faculty.
  - d. ~~Incorporate language of 3/27/12 grievance settlement regarding full-time temporary faculty personal leave accrual.~~
4. Vacation  
All 12-month faculty accrue annual leave, and are subject to the same conditions as administrative faculty.
5. Tuition and Fee Waiver
  - a. Include fees in the waiver.
  - b. Full tuition and fee waiver at any University within the State System.
  - c. Prorated tuition and fee waiver benefits for part-time faculty.
6. Fitness Center Membership  
Free membership for faculty member and his/her spouse/domestic partner; prorated for part-time faculty.

#### Article 22 – Salaries

1. Four year agreement (July 1, 2015-June 30, 2019), with retroactive compensation increases.
2. Reasonable general pay increases.
3. Step increases each year for all full-time regular and adjunct faculty.
4. Reasonable increase to starting salary.
5. Part-time adjunct faculty earn step increases upon completion of 24 credits or two consecutive academic years.
6. Winter session:
  - a. Pay 1/24 of Article 22 salary per credit hour.
  - b. Provide fair compensation to faculty whose basic responsibilities lie outside the classroom when they are required to work during winter session.
  - c. Winter session pay will be paid during winter session, on the first January pay date.

### Article 23 – Workload and Workload Equivalentents

1. All laboratories shall be assigned one workload hour per contact hour.
2. Clarify<sup>9</sup> office hours policy to provide for proration for faculty teaching less than a full course load, and to provide for “virtual” office hours.
3. ~~Improve library department chair stipends, and determine size of department based on head count, not FTE.~~
4. Develop a procedure for a comprehensive review of Coaching and Athletic Administration, Directing Music Activities, and Directing and/or Advising Forensics, Dramatics and Journalism workload equivalencies.
5. Add “Radio, TV” to equivalency for “Advisor to Other Student Publications”
6. Improve alternative work assignments for union positions.

### Article 24 – Summer Employment

1. Pay 1/24 of Article 22 salary per credit hour effective summer 2015.
2. All laboratories shall be assigned one workload hour per contact hour.

### Article 25 – Overload

1. Pay 1/24 of Article 22 salary per credit hour effective with the fall 2015 semester.
2. All laboratories treated the same for purposes of preparation overload.
3. Provide overload for faculty whose basic responsibilities lie outside the classroom.

### Article 29 – Retrenchment

See proposal dated 11/20/15

### Article 30 – Health and Welfare

1. Reasonable increase to employer contributions retroactive to July 1, 2015.
2. Automatic escalator for employer contributions every year.
3. Delete language regarding employee contributions (Section E.3.)

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<sup>9</sup> Clarification of existing intent.

Article 31 – Miscellaneous Conditions

1. If a University exceeds the curriculum committee's recommendation as to the maximum number of students in a section of any particular course, the University will pay a reasonable over-enrollment fee into the University's professional development fund to be used for the sole purpose of funding alternative work assignments for faculty research.
2. ~~State Wide Meet and Discuss to develop guidelines for identifying disciplines in which a degree other than a doctorate is the "terminal degree," for use in decisions regarding promotion, tenure, evaluation, appointment, reappointment and assignment.~~
3. Clarify<sup>10</sup> language to confirm that grant funded faculty may not be immediately furloughed in the event of a governmental budget impasse.
4. Employer to reimburse employees for costs associated with obtaining background checks, if required.

Article 34 – Inter-University Transfers

See proposal dated 11/20/15

Article 44 – Faculty Professional Development Program

Reasonable increase to State System contributions and combine into one fund.

Article 45 – Regular Part-Time Faculty

Clarify<sup>11</sup> language to limit its applicability to its original intent, while protecting incumbents.

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<sup>10</sup> Clarification of existing intent.

<sup>11</sup> Clarification of existing intent.