

April 29, 2013

Tentative Agreement between the AAUP and the University for a Collective Bargaining Agreement for a Term of Three Years from July 1, 2013 through June 30, 2016

The following presents changes to current provisions *Collective Bargaining Agreement* (CBA) and new provisions in the tentative agreement. It provides summaries of changes and new provisions. New contract language is in quotation marks.

Article 3.3: Terms of Employment of Non-Tenure Track Faculty

Additions are made to the current Article 3.3 in the conditions of employment of non-tenure track faculty. The additions require that any change in employment conditions in the Faculty Handbook that are approved by the provost must also be approved by the AAUP. Also, a committee is established to make recommendations on incorporating the policies in the Handbook on CNTT faculty into the Collective Bargaining Agreement.

“The Faculty Handbook shall contain a complete copy of the policy governing the terms of employment for individuals holding primary appointment as full-time, continuing non-tenure track faculty. Any change to the policy governing conditions of employment for Continuing Non-Tenure Track Faculty that are approved by the Provost during the term of this contract must also be approved by the AAUP.

The AAUP and the University agree to this letter of understanding:

In general, the CBA regulates conditions of employment and the Faculty Handbook regulates academic issues. However, in the case of continuing non-tenure track faculty, conditions of employment are currently listed only in the Faculty Handbook. It is agreed that a committee will be formed with three faculty members appointed by the AAUP, at least one of whom must have continuing non-tenure track appointments, three faculty members appointed by the President of the University Faculty Senate, and three members appointed by the Provost. This committee shall make a recommendation on how best to incorporate the terms of employment for continuing non-tenure track faculty members (currently described in the section 4.1.6 of the Faculty Handbook). This committee shall be chaired by one of the faculty appointed by the AAUP and will begin work by October 31, 2013. The committee shall submit a final report with its recommendations to the AAUP, the

University Faculty Senate and the Provost no later than October 31, 2014. The committee recommendations will be considered during collective bargaining for the CBA that succeeds the one which expires on June 30, 2016. If needed, the committee will work with the University Faculty Senate to create resolutions to change the Faculty Handbook.”

Article 5.8: Course Reductions for AAUP Activities

This article provides course reductions for AAUP members engaged in AAUP activities. The article has been revised so that s-contracts shall be provided for these course reductions if deemed necessary by request of the chair or director. This new language should provide departments/schools with s-contracts for course reductions for AAUP activities.

Article 5.9: Advisory Vote on Chairs/Directors

Revised to require the Administration to inform the AAUP of appointment/reappointment of chair, interim chair, director, or interim director of a department or school.

Article 5.9a (new article): Searches

This new article requires that all materials be made available to all faculty members eligible to vote on the appointments of faculty members to fill a faculty position and appointments for chairs/directors. By letter of understanding, it establishes a committee composed of designees by the AAUP, the Senate, and the Provost to “develop and recommend a policy that provides for meaningful representation of faculty in searches for academic administrators, including Provost and Deans, to ensure a broad range of views.”

Article 5.11: Accessibility of CBA and Handbook

Revised to require that the CBA and Handbook be clearly and prominently available on the University website under Faculty Resources along with the websites of the UD-AAUP and the University Faculty Senate.

Article 5.12: Information to be provided to AAUP by Administration

Revised to stipulate the dates when information required by the CBA shall be provided to the AAUP by the Administration. AAUP no longer has to request this information.

Article 8.2: Step 3 Grievance

Step 3 grievance appeals to go to Provost or Designee (Deputy Provost/Vice Provost). For grievances filed against the Provost or the President, appeals go to Associate Vice President for Human Resources.

Article 9: Benefits

Change “same sex domestic partner” to “civil union spouse.”

Article 9.5: “Stop the Tenure Clock”

Revised so that extension goes into effect “upon submission of an electronic web form by faculty member to chair/director.” The submission of the electronic web form is not a request for an extension. It is a means of notification. In addition, an extension may also be provided “for any reason approved by the appropriate chair/director and dean.”

Article 9.6: Accommodations for illness or injury

This provision was in the 2010-2013 CBA for the first time. The language in the provision is clarified. The new provision also considerably lessens responsibilities on faculty members for arranging that his/her assignments be covered. If able, the faculty member has to “discuss” these arrangements rather than “make arrangements” as stipulated in the current contract.

Article 9.8: One-Time Retirement Payment

The language regarding the one-time retirement payment is clarified. Stipulates when payments are to be made.

Article 9.8b: Coordinating Disability Benefits and Retirement

This is a new provision that codifies existing practice to the benefit of faculty members who become disabled.

“Should a faculty member be disabled, the faculty member shall be paid his/her full salary for six months before going on disability insurance. Should the faculty member be eligible for retirement, he or she shall be able to take retirement before collecting disability insurance.”

Article 9.12: Benefits and Cost Containment Committee

The current CBA stipulates that the Benefits and Cost Containment Committee may be reconstituted by the University and the AAUP to consider changes in health care programs. The new provision would redefine the charge of the committee to

include all benefits and not only health care. Both the University and the AAUP would have to agree to reconstitute the committee.

Article 9.16: FMLA Policy

Language strengthened to include relief from “assigned teaching and service responsibilities.” The current contract covers only assigned teaching responsibilities.

Article 11.4: Workload, Promotion and Tenure, Peer Review

The current Article 11.4 contains only the first sentence that appears in the new provision. The new provision includes a new second sentence that requires the consideration of assigned workload in promotion and tenure and peer reviews consistent with the department’s criteria. This second sentence replaces the requirement in Article 11.5 of the current CBA that, in promotion and tenure decisions, the weighting of teaching, research/scholarship/creative activity “be proportionate to its weighting in the applicants assigned workload.” This change in location and wording of Articles 11.4 and 11.5 is the result of committee recommendations, including a committee established by letter of agreement in the current contract.

“An individual’s workload shall be assigned with the expectation that the faculty member will have the opportunity to meet the criteria for promotion and satisfactory peer review. An individual’s assigned workload shall be considered in the promotion and tenure and peer review process in a manner consistent with the promotion and tenure and peer review criteria written by each department to fit its particular circumstances and needs.”

Article 11.5: Workload, Annual Evaluation, and Merit Pay

Promotion and peer review are removed from Article 11.5 and, as stated above, change and moved to Article 11.4.

“In annual evaluations and in the distribution of merit pay, the weights assigned to teaching, research/scholarship/creative activity and service must be directly related to the workload developed with the faculty member for the period of review. The relative portions of teaching, research/scholarship/creative activity and service necessarily vary widely across the faculty. The merit criteria written by each department to fit its particular circumstances and needs must accommodate all possible combinations of workload.”

Article 11.8: Accounting for Teaching Workload Assignments

Article 11.8 is changed so that credit contact hours becomes the common measure or currency for accounting for teaching workload assignments. It does not require that departments or schools revise their current workload policies.

“The express purpose of the agreement is to maximize flexibility among chairs and directors on the one hand while protecting the rights of faculty members on the other. Teaching workload assignments are accounted for in terms of credit contact hours, are articulated in departmental workload documents, and are administered through departments. In the development of workload documents, faculty must consider the fair allocation of credit for teaching, advising, supervising dissertations, clinical instruction, and other significant forms of activity that support the instructional programs of departments. Thus, these specific instructional activities need to be converted into contact credit hours.

Except by mutual agreement, teaching and advisement of each individual’s workload will not average more than 12 credit contact hours per week for the academic year, nor shall the average teaching load of the unit exceed the approved workload policy of the unit. If a teaching assignment results in an overload, extra compensation will be awarded at the prevailing rate. Overload may not be assigned without consent of the individual.

The 2010-2013 Collective Bargaining Agreement (specifically footnote 4 to Article 11.8) contains credit contact hour conversions for several common instructional activities. These conversions are available in Appendix () to this Agreement. Should units not have a detailed policy on credit hour conversions, the conversions in Appendix () shall apply.”

Article 11.10: Eliminate (Course limits for 500 level and above courses)

The limit of 35 students for 500 level courses and above is eliminated.

Article 11.11: Assignment of S-contract courses

This article is revised to make it clearer and to add online courses.

“Before assigning instructors, the appropriate chair, director or dean shall inform full-time members of their academic unit of opportunities to teach overload courses for S-contracts, including Study Abroad courses (exclusive of language based programs) and online courses, during regular semesters and winter and summer sessions. These opportunities to teach overload courses shall be broadly announced, and efforts made by the appropriate administrator to fill them with qualified full-time members of their academic unit.”

Article 12.10: Salary Disparity Study and Equity Adjustments

Specify scheduling of disparity study. Provide average salaries and ranges for academic ranks in academic units to the AAUP.

Article 13: Use of Part-Time and Full-Time Temporary Faculty

Administration is required to provide information on numbers of part-time and full-time temporary faculty in each academic unit and the duration of their employment to the AAUP.

Article 14.4 (New Article): Termination

This is a new article that puts in place procedures that the University must follow in terminating faculty members when a program or department is discontinued. The procedures, which are modeled on national AAUP recommendations (*AAUP Policy Documents and Reports: Tenth Edition*, 2006: 25), provide very robust employment security under conditions of program or department discontinuance.

“Before the University issues notice to a faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the University shall make every effort to place the faculty member concerned in another suitable position. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training shall be provided. If no position is available within the University, with or without retraining, the faculty member’s appointment then may be terminated. The AAUP shall be kept fully informed about the implementation of this provision. A faculty member who contests a proposed relocation or termination resulting from discontinuance has a right to a full hearing before the Welfare and Privileges Committee of the University Faculty Senate.”

Online Instruction and S-Contracts (New)

Page 37 of the current CBA, which provides for payment for distance learning and online instruction, is eliminated and the following is added:

“Online instruction is a recognized category of instruction and may be assigned as faculty workload in conformity with Article 11.3. When online instruction is conducted as an overload, instruction shall be compensated based on S-contract rates (Appendix A) on the condition that a threshold enrollment specified by the appropriate dean is reached. Overload courses may, at the discretion of the dean, be compensated with fractional S-contracts should enrollment be below the specified threshold. The fraction of the S-contract amount will be the actual enrollment as a fraction of threshold – e.g., enrollment of 12 when the threshold is 20, would lead to 60% of an S-contract. Colleges will provide the specific thresholds for enrollment annually, and at least six months in advance of the start of the course.”

Salary

First Year	1% across the board salary increase
Second Year	1% merit, and 1% structural Structural Distribution: Instructors -- \$500 Asst. and Associate Professors -- \$1,000 Full Professors -- \$1,300
Third Year	Same as second year <u>except</u> structural increase is distributed on January 16, 2016