PSU and PSUFA Collective Bargaining Agreement

7/1/2015-6/30/2020

Overview

- The recently completed contract between PSU and PSUFA contains significant changes in several areas. This presentation provides information about the following changes:
  - Professional Evaluation: A faculty member who has been employed as a faculty member by PSU for 3 years or 20 credits, whichever occurs first, will be offered a professional evaluation by their Chair.
  - University Awards for Part-time Faculty: An annual university award (or awards) specifically for adjunct faculty will be available.
  - Appointments:
    - 1-year appointments after faculty have taught 8 credits or for 2 years, whichever comes first;
    - 2-year appointments after faculty have taught 20 credits or for 3 years, whichever comes first plus received an evaluation
  - Economics: Across the board increases and additional compensation triggers
Article 7 - Member rights

- Workspace - if available. If office space is available in a department it may be made available to adjunct faculty use.

- Library Privileges and Affiliated Access - one calendar year upon hire, a faculty member may request an extension through their Chair.

Article 7 - Member rights, cont.

- Committees and Extra-Instructional Activity - the University encourages voluntary participation of faculty members in extra-instructional activities and work and will provide compensation with Chair approval as described in Article 8, Section 1 and Article 12, Section 6.

- ANY work an adjunct faculty member performs that is in addition to the teaching and teaching related duties (grading, class prep, etc.) included in their appointment letter should be discussed with the chair prior to the work occurring to determine what/if additional compensation is warranted.

- If additional work is assigned and approved prior to the appointment letter being issued it will be included in the letter.
Article 7 - Member rights- Evaluations

Section 7. Professional Evaluation-
- An Adjunct faculty member who has been employed as an Adjunct by PSU for 3 years or 20 credits, whichever occurs first, will be offered a professional evaluation by their Chair. Evaluations should be offered and completed during the term immediately following the one in which the faculty member has completed the requirements.
- We are currently in discussions with PSUFA to create a timeline for implementation.
- HR is reviewing the feasibility of centralizing this notification, in the meantime depts. will be responsible for tracking and notifying faculty of evaluation eligibility.

If an Adjunct faculty member elects not to have an evaluation at that time, they will be offered another opportunity for an evaluation after they have been employed for an additional 2 years or 12 credits, whichever comes first.

There will be no repercussions for an Adjunct faculty member who elects not to have an evaluation. Future appointments will continue to be offered on a full academic year basis, once the faculty member has completed the initial requirements as set forth in Article 8, Section 2. Adjunct faculty members who opt out may be offered a two-year appointment at the discretion of the Chair.

Information about the process for professional evaluations is now included in each Adjunct faculty members’ letter of appointment.
Article 7 - Member rights - Evaluations

- Evaluations will be based on the following materials:
  - a) Current CV or Resume
  - b) Summary of student evaluations with short written reflection (not applicable to research faculty)
  - c) Short statement on teaching or research experience and/or why they teach
  - d) A current syllabus for each course taught during the corresponding academic year (not applicable for research faculty).
  - e) Two items from the following list. The faculty member may choose which of these to provide and is encouraged to discuss this selection with their Chair:
    - Classroom observation by a peer of the faculty member’s choice;
    - Letter of support by a peer of the faculty member’s choice;
    - Examples of special assignments, projects, or research;
    - Description of how the faculty member is staying current in their field.

- Results -
  - In writing and will be signed by the chair.
  - A faculty member will be given the opportunity to acknowledge the evaluation results and/or create a written response.
  - Either party may request the results will be shared at an in-person meeting.
  - Negative results may be appealed.
  - Once an Adjunct faculty member has received a successful evaluation, future appointments will be offered for a term of two academic years, subject to the provisions of Article 8, Section 2.
  - Further evaluations may be conducted every four years if initiated by the Chair.
  - A faculty member who receives a negative evaluation will not be issued a two-year contract, but will be offered the opportunity to teach one additional course and offered re-evaluation upon completion of the course. All negative evaluations must include a written explanation of the reasons for the evaluation result and a statement that the faculty member is not eligible for a two-year contract.
Article 8 - Appointments

- Letters of appointment to employ or re-employ shall, when feasible, be sent at least five (5) weeks prior to the first class meeting of the course to be taught.

- An Adjunct faculty member will receive additional compensation, as provided in Article 12, Section 8, if the letter of appointment is offered less than two weeks prior to the first class meeting, or if the class is cancelled less than two weeks prior to the first class meeting or within the first two weeks of class. Does not apply to summer.

- The assignment of FTE for Adjunct faculty members shall be on the basis that 1.0 FTE equals forty-five (45) course credit hours per academic year. All additional, approved activity is included in the maximum credit load per year, the total credit hours for teaching and additional activity must be within the above parameter.

Article 8 - Appointments - Rank

Academic Rank for Instructional Faculty Appointments:

- Adjunct faculty are eligible for the following ranks - Instructor, Assistant Professor and Senior Instructor. Specific criteria, degree held and comparable experience will be considered when determining rank. Departmental guidelines will inform the Chair’s determination.

- Adjunct Instructors will be eligible for advancement to the rank of Adjunct Senior Instructor upon the completion of a minimum of 3 years or 24 credits, whichever occurs first, at the rank of Instructor at the University. Breaks in service of less than 4 terms, excluding summer term, will not impact progression.

- If a successful performance evaluation, as described in Article 7, Section 7, was done before the faculty member is eligible to advance in rank the Department Chair will consider those materials in their determination of advancement in rank consistent with Department guidelines.
Article 8 - Appointments- Rank and Reappointment

Academic Rank for Research Faculty Appointments:

- Adjunct faculty are eligible for the following ranks - Research Assistant and Research Associate. Specific criteria, degree held will be considered when determining rank. Departmental guidelines will inform the Chair’s determination.
- All Adjunct faculty member may request consideration for adjustment of rank from their Department Chair as provided in the CBA.
- Faculty members entering the AFT bargaining unit or who retire from a ranked position at PSU with an academic rank other than those listed above will be given the opportunity to retain their previous rank or be assigned a comparable rank at the discretion of the Department Chair.

Article 8 - Assignment and Appointment rights

- HR is implementing an online adjunct applicant tracking system. When established, course offerings will be posted for the full upcoming academic year. Additional courses may be necessary and will be posted. Faculty members will express their availability and desire to teach courses by applying to adjunct pools through the applicant tracking system.
- Initial appointments for Adjunct faculty may be granted on a term-by-term basis.
- Beginning the academic year following the term in which an Adjunct faculty member has been employed by PSU for 2 years or 8 credits, whichever occurs first, future appointments will be offered on a 9-month, academic year basis. The assignment for this 9-month appointment will be at minimum the average annual course load taught during the period in which the faculty member completed the two years or 8 credits referenced above.
Article 8 - Assignment and Appointment rights

- The right to a professional evaluation (see Article 7) is acquired when an Adjunct faculty member is employed for a total of 20 credits or 3 years, whichever occurs first. The two-year appointment will include a minimum assignment of the greater of two courses per academic year or the average annual course load taught during the period in which the faculty member completed the 20 credits or 3 years referenced above.
- Faculty hired prior to September 16, 2014 have slightly different appointment rights, please refer to Article 8, Section 3, item 5 for specifics.

Article 8 - Assignment and Appointment rights - cont.

- All one and two year appointments will be based on the academic judgment of the Chair, taking into account enrollment issues, shift in FT teaching loads, whether the Adjunct faculty member has been disciplined in accordance with Article 16 (Progressive Sanctions), and pedagogical or curricular changes.
- If, due to such changes, a faculty member is not offered re-appointment, the Chair and the faculty member shall discuss, at the member’s option, whether other teaching opportunities exist in the Department for them based on what they are qualified to teach.
- A Department’s intent to re-appoint or not to re-appoint Adjunct faculty for the following academic year should be communicated at least one term prior to the end of the faculty member’s appointment or as soon possible.
- A decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement.
### Article 12 - Compensation

<table>
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<tr>
<th>Year</th>
<th>Instructional Adjunct or Emeritus Faculty</th>
<th>Research Faculty</th>
<th>Faculty above the minimum</th>
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<td>FY17</td>
<td>Per credit rate of no less than the following: Effective Fall Term 2016 $892</td>
<td>Research Assistant, Effective September 16, 2016 $20.99 per hour Research Associate, Effective September 16, 2016 $22.63 per hour</td>
<td>Instructional +$9 per credit Research Assistant +.20 per hour Research Associate +.22 per hour</td>
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<td>FY18</td>
<td>Per credit rate of no less than the following: Effective Fall Term 2017 $928</td>
<td>Research Assistant, Effective September 16, 2017 $21.83 per hour Research Associate, Effective September 16, 2017 $23.54 per hour</td>
<td>Instructional +$9 per credit Research Assistant +.21 per hour Research Associate +.23 per hour</td>
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<tr>
<td>FY19/FY 20</td>
<td>Economic Reopener</td>
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### Article 12 - Additional Compensation

Adjunct Faculty Members employed on September 30, 2017 will receive a salary increase based on years of continuous service at the University, as of that date, as follows:

- Three years of service or more, but less than five years of service: 0.25%
- Five years of service or more, but less than seven years of service: 0.50%
- Seven years of service or more, but less than nine years of service: 0.75%
- Nine years of service or more: 1.00%

Course Cancellation / Late Notice Compensation.

- An Adjunct instructional faculty member will receive compensation in the amount of $50 per credit, if their letter of appointment is offered less than two weeks prior to the first class meeting, or if the class is cancelled less than two weeks prior to the first class meeting or within the first two weeks of class. This provision only applies during fall, winter and spring terms.
Article 12 - Additional Compensation

- Committee Service - Adjunct instructional faculty who participate in committee service for the University upon University request and Department Chair approval will be compensated for such participation through a salaried wage agreement. The salaried wage agreement must be negotiated and executed in advance of the faculty member’s service. The agreement must include an estimate of the anticipated time commitment and a corresponding fixed salary based on a per credit equivalency.

- Compensation for Independent Study Supervision - Adjunct instructional faculty who supervise student independent study, with approval of their Chair, will be compensated through a salaried wage agreement. The fixed salary will be the greater of $100 or $50 per approved credit.

- Academic Excellence Awards - Each academic year, the University will recognize two Adjunct faculty members for academic excellence, one for demonstrated excellence in teaching and one for demonstrated excellence in scholarship. The recipients of the Adjunct Academic Excellence Awards will each receive a payment of $1000, funded by the University.

Article 12 - Economic Reopener.

- The parties agree to renegotiate the economic provisions of this Agreement beginning no later than February 28, 2018 or such date thereafter as may be mutually agreed upon by the parties. For the purposes of this Section, the “economic provisions of this Agreement” are Article 12 (Salaries and Payroll Administration), Article 13 (Faculty Education Fund and Professional Development) and Article 14 (Health Insurance Stipend and Fund).

- The parties will promptly bargain replacement economic provisions of this Agreement. The parties will make every effort to complete bargaining within 90 calendar days. The economic provisions of this Agreement will be frozen at the levels that were in effect on February 28, 2018 until the bargaining process is concluded.
Article 13/14 Professional Development, faculty education and health insurance fund

- Faculty Education fund will be $45,000 per fiscal year for each year of this agreement for the payment of tuition for members of the bargaining unit.
- Professional Development fund will be $100,000 per fiscal year for each year of this agreement for the payment of tuition for members of the bargaining unit. Unused funds may be carried over to the next year.
- The University will provide a Health Insurance Fund of $225,000 per fiscal year to provide a health insurance stipend to members of the bargaining unit.

Questions?