

PSUFA 2015-20 CBA DEPT/UNIT RESPONSIBILITIES LIST - 10/25/16

Article Title	Article - Section	Page No.	Requirement as Described in CBA	Guidelines to be Added to	What Should be Added?
Member Rights	7, 2	8	<p>Section 2. Facilities and Amenities.</p> <p>The University recognizes the importance of office space for instructional faculty members. All members will be provided with a desk or other appropriate working table, a filing cabinet, telephone, mailbox, and a room in which the member can meet privately with students. Adjunct faculty will be provided with dedicated workspaces if available. Members shall have reasonable access to duplicating services, office supplies, computers, storage space, and support staff as made available to other members of the Department or administrative unit. All members of the bargaining unit will be provided with electronic mail and voicemail accounts upon request to the Department Chair.</p>	Bylaws	No additional language required. May reference article.
Member Rights	7, 7	9 to 11	<p>1. 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. 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. In departments or schools where there is not a Chair, evaluations will be offered and completed by a Chair-equivalent, Chair designee, or Associate Dean. Evaluations should be offered and completed during the term immediately following the one in which the faculty member has completed the requirements. Once offered, the faculty member may choose whether or not to have an evaluation at that time.3. "Priority consideration" means that adjunct faculty members who have taught previously for PSU will be given first right of refusal according to the order listed in #2 above.</p> <p>4. "Accumulated credit load" means the cumulative number of credits an adjunct faculty member has taught starting from initial date of hire, excluding courses taught during a summer session. "Accumulated credit load" shall include all credits previously taught, excluding summer session, while working as a Non-Tenure-Track Faculty member (NTTF). Breaks in set-vice of fewer than four consecutive terms, excluding summer session, will not impact cumulative credit load calculations for appointments.</p> <p>10. Appeal Process. For the purpose of this appeal process, information provided by email will be considered to have been submitted in writing.</p> <p>a) An Adjunct faculty member who receives an evaluation that results in the Department not offering that faculty member a two-year appointment may appeal to the Chair within 10 days. The Chair shall provide a written response within 5 days of receiving an appeal.</p> <p>Employees who receive a negative evaluation, will not receive a two year assignment, but will continue to receive their one year assignment.</p> <p>b. The 1 year assignment will continue to follow the process for assignment rights.</p> <p>c. The language in Article 7 regarding a course for re-evaluation and the language in Article 8 assignment rights are not intended to negate each other.</p> <p>d. The class required for a re-evaluation becomes part of the 1 year credit assignment.</p> <p>If the faculty member is dissatisfied with the Chair's decision, the faculty member may appeal to the Dean, with a copy to the Chair, within 10 days after receiving the Chair's appeal response. Within 5 days after receipt of the appeal to the Dean, the Chair shall provide the Dean with all documents pertinent to the evaluation, with a copy to the faculty member.</p>	Bylaws	<p>Process and procedures for implementing professional evaluations. *see Article 7, Section 7 no. 6 for evaluation materials.</p> <p>No additional language required. May reference article.</p> <p>(MOU 10/16/2019)</p>

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Appointment and Assignment Rights	8, 1	12	The University recognizes and encourages Adjunct instructional faculty's voluntary participation and input in extra-instructional activities at both the departmental and university-wide levels. These activities may include but are not limited to: attending departmental meetings, serving on departmental or university committees, and/or developing courses. Such participation is not required. In the event that the University requests an Adjunct instructional faculty member to participate and the Chair approves, the faculty member will be compensated for such participation, as provided in Article 12, Section 6. Such participation by Adjunct instructional faculty in addition to their existing appointment must not exceed a total FTE of .49 per year. The exact nature of faculty involvement, including voting rights, will be determined by departmental and/or University policy.	Bylaws	<ul style="list-style-type: none"> • Process and procedures for faculty involvement in extra-instructional activities. • Statement about voting rights of adjunct faculty.
Appointment and Assignment Rights	8, 2	13	<p>1. a) Adjunct faculty members who hold advanced degrees or have comparable experience in the discipline in which they teach (but do not hold terminal degrees in their field) will be hired at a minimum academic rank of Adjunct Instructor.</p> <p>b) Adjunct faculty members who hold terminal degrees or have comparable experience in the discipline in which they teach will be hired at the minimum rank of Adjunct Assistant Professor.</p> <p>c) Comparable experience will be determined by the Department based on the faculty member's professional accomplishments. Departmental guidelines will inform the Chair's determination and a Letter of Agreement will provide additional details for process and criteria in the evaluation of an Adjunct faculty member's experience.</p> <p>f) 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.</p> <p>2. a) Research faculty who do not hold terminal degrees in their fields will be hired at a minimum academic rank of Adjunct Research Assistant. b) Research faculty who hold terminal degrees or a Master's degree and have comparable experience in their fields will be hired at the minimum academic rank of Adjunct Research Associate. c) Research Assistants who obtain terminal degrees in their fields while employed at the University shall advance to the rank of Adjunct Research Associate at the beginning of the term immediately following the award of their degree. d) Research Assistants and Research Associates in this bargaining unit will be employed on, and will abide by, the same standards and employment policies applicable to other professionals in the research unit.</p>	Bylaws and/or P&T Guidelines	<ul style="list-style-type: none"> • Procedures for determining comparable experiences to inform hiring decisions of adjunct faculty. • Add information about ranks. <p>*see LOA #3, pg. 35 for more information on comparable experience for adjunct faculty ranks.</p> <p>Procedures for determining advancement in rank.</p> <p>Description of instructional and research adjunct faculty ranks.</p>
Appointment and Assignment Rights	8, 3	15	<p>7. 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.</p> <p>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 as reasonably possible.</p> <p>8. Neither the University nor its Departments, schools, or colleges shall establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.</p>	Bylaws	Description of decision making process in appointments of adjunct faculty and re-appointments of existing faculty.

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Salaries and Payroll Administration	12	23	<p>New salary rates.</p> <p>Section 6. Compensation for Committee Service. Adjunct instructional faculty who participate in committee service for the University upon University request and Department Chair approval, as provided in Article 8, Section 2, 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. The total amount of compensated service under this Article 12, Section 6, combined with the faculty member's instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.</p> <p>Section 7. 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 salaried wage agreement must be executed in advance of the faculty member's supervision. The agreement must include a fixed salary based the credits of supervision, as approved by the Chair. The fixed salary will be the greater of \$100 or \$50 per approved credit. The total amount of compensated service under this Article 12, Section 7, combined with the faculty member's instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.</p>	Bylaws	<p>*See Article 12, Section 8.1</p> <p>May reference article.</p>
			<p>Section 8. Course Cancellation / Late Notice Compensation. See economic Reopener outcome agreement dated 6.22.2018 for fee schedule.</p>		May reference article.
Faculty Education Fund and Professional Development	13, 1	26	<p>The University will provide a fund for faculty education of \$45,000 per fiscal year for each year of this agreement for the payment of tuition for members of the bargaining unit. Bargaining unit members may apply each term for a grant from this fund to be used for enrollment in career-related PSU courses. Preference will be given to applicants taking courses applicable to the completion of an advanced degree. Requests will be completed by faculty, approved by the Union as to eligibility and amount, and forwarded to the Office of Academic Affairs for processing until funds are exhausted. Bargaining unit members shall submit one application for all courses in that academic term for which a grant is sought.</p>	Bylaws	Notice of opportunity.
	13, 2	26	<p>Members of the bargaining unit will be eligible for professional development funds, which shall include costs for research, travel, and conferences. The fund for professional development shall be \$100,000 per fiscal year. If, at the end of a given fiscal year, all available Professional Development funds are not expended they will be carried over and available for use during the next fiscal year. Requests will be completed by faculty; approved by the Department Chair or designee, and by the Union; and forwarded to the office of Academic Affairs for review. Preference will be given to applicants presenting, performing, or conducting primary research in their respective fields. Grants of professional development funds are limited to \$2,000 per eligible member per year.</p>	Bylaws	Notice of opportunity and approval process.