

UNITED FACULTY OF EVERGREEN

Digest of Changes in 2012 – 2014 Collective Bargaining Agreement

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INTRODUCTION AND OVERVIEW

Throughout the development and negotiation of this contract we've been driven by the goal of protecting and enhancing the academic mission of the college through student recruitment and retention, with a focus on faculty vitality. A vibrant faculty can engage and inspire students. This two-year agreement reflects institutional support of faculty, which in turn supports students and enhances the mission of the college, even in uncertain financial times.

This tentative agreement is for two years, expiring in September 2014. UFE advocated a four-year contract, while the Administration wanted a two-year agreement, based on budget uncertainty and the new academic initiatives on retention and advising. Both parties agreed that this two-year contract would focus on the academic vitality to recruit and retain students. Many important issues were either left as status or quo or left to be bargained in two years.

There are articles in the new 2012-14 collective bargaining agreement that remain unchanged from the 2008-2011 CBA (aside from their new Article number). They are listed below with the new number:

- Article 7: Faculty Teaching Load
- Article 20: Parking
- Article 21: Conflict of Interest
- Article 22: Discipline and Discharge
- Article 23: Reduction in Force
- Article 26: UFE Rights
- Article 27: Management Rights
- Article 28: Terms of Agreement

The following are also included with no text changes:

- Appendix A – The Five Foci and the Six Expectations
- Appendix B – Statement on Professional Ethics as adopted by the AAUP June 1987
- Appendix C – Just Cause Guidelines

In some articles small amounts of text were added, removed, or adjusted to achieve better clarity or reflect current laws. Again they are listed here under their new Article number:

- Article 1: UFE Recognition
- Article 2: Shared Governance
- Article 3: Academic Freedom
- Article 4: Nondiscrimination and Affirmative Action
- Article 13: Retirement and Insurance Benefits
- Article 14: Medical and Other Leaves
- Article 18: Workplace Safety and Health
- Article 19: Personnel Files
- Article 24: Grievance Procedure
- Article 25: UFE Management Committee

Three new articles were added:

Article 8: Scope of Faculty Work

Article 15: Eligibility for Faculty Development Opportunities

Article 29: Academic Statement Initiative

One article was split, with some language changes, into two articles and reorganized. Article 8 in the 2008-11 CBA entitled “Regular Faculty Reappointment and Conversion” has become:

Article 9: Regular Faculty Review and

Article 11: Regular Faculty Appointment, Reappointment, and Conversion

The process of revising this section of the contract consumed a considerable amount of time. The goal was to work through the language that was imported from the faculty handbook for the first CBA to make these sections clearer and more effective for faculty and deans when consulting the CBA on regular faculty appointment, reappointment, conversion, and review processes.

One article was eliminated and partially reconfigured:

Article 13: Good Standing – eliminated, becomes:

Article 15: Eligibility for Faculty Development Opportunities

There is also an agreement on addressing summer work that will be discussed below.

CONTRACT HIGHLIGHTS

What follows are some highlighted changes in the new Collective Bargaining Agreement between The Evergreen State College and the United Faculty of Evergreen 2012-2014.

COMPENSATION

Article 12: Compensation

- Step increase for 2012-13 academic year; Grid remains the same (per MOU June 2011)
- Step increase for 2013-14 academic year with a 5.5 % increase to the grid
- 3.0 % to make some progress for low salaries
- 2.0% for academic year work connected to the Academic Statement Initiative
- 0.5% for movement of summer curriculum planning days into governance time carved out during the academic year

(Please note: the dates on the grid itself are incorrect in the draft and need to be changed to 2012-13 and 2013-14).

FACULTY VITALITY

We removed the word “consultation” from the sections on Sabbatical, Faculty Development and Travel.¹ This means that funding for faculty development and travel will remain constant during the term of this agreement and sabbatical lines will also be protected. Curriculum planning days are moved to the regular academic year and governance time is reserved.

¹ 15.1.1 Funding for all state/tuition-supported faculty development opportunities described in this Article is budgeted within the academic division and is tied to biennial funding cycles. A decision to change these budgeted base allocations will be reached only after consultation with the UFE. (*The Evergreen State College/United Faculty of Evergreen Final Agreement 11/12/08 – 8/31/11*, pg. 32)

1. Travel funds increased -- Article 17: Faculty Development and Travel

- The good news is that faculty travel funding available to each faculty member has increased – from \$750 under the last contract – to \$1000 annually (can be combined for a total of \$2000 for use during either the first or second year of the biennium).
- Beginning 2012-13 the annual pool for faculty travel funds will be increased to \$100,000 – this means that the annual award per faculty has increased by 1/3 and the pool of funds has also been increased by 1/3 so that the pool should cover the same number of faculty travel requests as funded in the last few years

2. Language changes

- As you may remember, the last CBA had some weak language that didn't protect faculty development opportunities from budget cuts.
- The language tied the funding to both state and tuition support, linked it to biennial budget cycles and said the funding could be changed after "consultation" with the UFE.
- You may also remember that in the last biennium (2008-2010), items in this category were reduced by 25 percent (travel and sponsored research)
- With the removal of the consultation language, this can no longer happen, any change needs to be negotiated – so funding will remain constant

3. Professional Leave protected from budget cuts unless renegotiated

- Article 14: Professional Leave – weak language that allowed "consultation" and changes/reductions was also removed²
- The administration made cuts to sabbatical lines in the past as a way to address budget shortfalls, and sabbaticals were considered for further cuts in the 2008 budget cutting scenarios
- The new CBA makes 22 quarters of sabbatical leave available per academic year (the same number per year was offered during the last contract period)

4. Curriculum Planning days – see Article 7 – Faculty Teaching Load – Sect. 7.5

- Curriculum Planning days will be removed from summer work
- Compensated during the regular academic year – protected in base pay increase of 1/2 percent
- Not all faculty could take advantage of curricular planning days in the summer, so the parties agreed to reserve governance time exclusively for curriculum planning: one Wednesday afternoon in fall quarter, one Wednesday afternoon in winter quarter, and two Wednesday afternoons in spring quarter. This is the equivalent of two planning days.
- "No governance or program activities will be scheduled on the dates chosen."
- It is important to note that the College indicated during negotiations that the funding they use for curriculum planning days AND summer institutes has been moved to this increase to base compensation
- Therefore, funding for summer institutes is not guaranteed (nor was it under the last CBA); yet we don't expect summer institutes to disappear, and will be negotiating summer work separately (see below)

5. Student Retention Initiative – see Article 7 – Faculty Teaching Load – Sect. 7.4

- Important to central themes, student recruitment and retention, faculty vitality

² 14.2.5 During each biennium, the College shall plan to grant the maximum number of sabbaticals permitted by law. A decision to reduce the number of sabbaticals below that number will be reached only after consultation with the UFE. (*The Evergreen State College/United Faculty of Evergreen Final Agreement 11/12/08 – 8/31/11*, pg. 28)

- Student-faculty ratio reductions of 18:1 First-year, 20:1 lower-division piloted in 2012-13
- “will be repeated in 2013-14 IF sufficient number of faculty participating, sufficient number of students retained, and “institutional resources have not been materially reduced by budget cuts or enrollment shortfalls.”
- Important role for UFE, we have a voice in reviewing the outcome of the pilot – “The parties will jointly evaluate these criteria to determine if the second year trial will take place.”
- We see this as significant recognition, that the faculty, as represented by UFE, are partners in evaluating the retention and curricular implications of the ratio reductions.

GOOD STANDING, GRIEVANCE PROCEDURE & SUMMER WORK

1. Elimination of “Good Standing”

- Article 13, formerly titled “Good Standing”, is now Article 15 titled “Eligibility for Professional Development Opportunities.”
- The stigmatizing practice of conferring a “not in good standing” status on faculty has been abolished
- Instead, the parties have agreed that eligibility is the appropriate approach to awarding professional leave, sponsored research awards, professional travel funds, summer institutes, faculty exchanges, and post-retirement contracts (5.4).
- To be eligible for these opportunities, faculty must satisfy expectations or requirements described in Article 6: Professional Responsibilities regarding the submittal of student evaluations, team teaching, and teaching students at varying points in their educational development.
- Summer school is not included in Article 15: Eligibility for Professional Development Opportunities because both parties agreed that teaching in summer school is a work opportunity and not a professional development opportunity

2. Post-Retirement Faculty – see Article 5: Faculty Membership, Section 5.4

- The “good standing” criterion for determining eligibility for post-retirement contracts has been eliminated. Faculty with continuing contracts may be denied a post-retirement contract only where they have received timely notice that they have not met their responsibilities as described in Article 6.

3. Article 24: Grievance Procedure – change to step one

- The first step is to submit the grievance to the Dean for resolution (24.4.6) rather than the office of the Associate Vice President for Academic Budget and Planning. The deans are regularly implementing the contract and this keeps the grievance at this level for resolution.
- Failing resolution at this level, step two goes to the Provost’s office as before

4. Summer Issues

- The parties agreed to form a committee to evaluate bargainable issues regarding summer session and to recommend any changes to current practices by the end of fall quarter. Here is the language of our agreement:
Summer Session – the parties will form a committee to evaluate bargainable issues regarding summer session (including compensation, the availability of summer institutes, time commitments associated with instruction, etc.), and to recommend any changes to current practices to the respective negotiating teams by the end of fall quarter 2012. The parties will meet promptly following their receipt of the committee’s recommendation to bargain over any changes to the

College's summer programs with an expectation that any resulting agreements will take effect for summer 2013.

CONTINGENT FACULTY ISSUES

1. Compensation

- Same gains as regular faculty from general compensation increases and step increases (Article 12 Compensation) and increased travel allocation (Article 17 Faculty Development and Travel)
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2. Job security and transparency

- The new contract maintains the eligibility criteria for multiyear contracts but requires that deans collaborate with a faculty committee in awarding multiyear contracts. (Article 10: Adjunct Faculty Review, Section 10.2.2)
- Multi-Year Contracts for Long-Term Adjuncts - The new contract requires that adjunct faculty members who have taught for 10 years (30 quarters within the past 12 years) "shall receive a multi-year contract." There are no conditions. (Section 10.2.3)

3. Other Issues

- The new contract has dropped the inaccurate term, "temporary faculty," and refers simply to Adjunct Faculty. See Article 5 – Faculty Membership – Section 5.3 Adjunct Faculty
- All faculty are now expected to maintain a portfolio and demonstrate professional development (Article 6: Professional Responsibilities, see 6.1.5 and 6.1.6).

INCREASED FACULTY INVOLVEMENT

Overall, the nature and extent of faculty involvement has improved in this collective bargaining agreement. In addition to more transparency of processes, faculty voice and input regarding curriculum planning, summer employment, and the hiring of adjuncts will increase through committee participation. Other areas for faculty involvement include:

1. Article 29: Academic Statement Initiative

- In keeping with the theme of our negotiations, protecting and enhancing the mission of the College, Article 29 captures the work associated with the Academic Statement Initiative while making sure we negotiate workload and compensation
- So, faculty workload and compensation associated with the implementation of the Academic Statement Initiative, including both work during the academic year and summer work will be negotiated. (See 29.3)
- We agreed that 2 percent of the compensation increase to the salary grid covers academic year work that takes place during the implementation phase in 2013-14.
- The agreement also says that: "In the event that there are changes to the scope of the Initiative, the parties will bargain over any such changes."
- "In addition, the parties will bargain over the availability of and compensation for any additional summer work or institutes that may be offered or required as part of implementing the Initiative." (29.3)

2. Student Retention Initiative Review (7.4)

- The UFE and Administration will jointly review and assess the efficacy of the first-year and lower-division student-faculty ratio reduction initiative following the pilot year (2012-13) for continuance in 2013-14

3. Article 8: Scope of Faculty Work

- Important in this round of negotiations was capturing the scope of faculty work in the contract, recognizing that “Distribution of time in each or these workload areas may vary year to year. It is the responsibility of each individual faculty member to achieve a balance of these workload areas.” (8.1)
- This new article recognizes the totality of our work as faculty members and outlines rotations into administrative roles, including Academic Deans, Directors, and Academic Advisor.
- It also addresses other administrative and service work, including roles associated with planning units and academic programs, including Academic Program Coordinators and Planning Unit Coordinators
- Section 8.2.6 addresses an important change to the role of Planning Unit Coordinators. The parties agreed that serving as a PUC will be considered a governance assignment and will not be compensated with release time.
- The deans will assume the coordination functions previously performed by the PUCs
- However, the PUCs will serve on a DTF charged by the provost and co-chaired by a curriculum dean and the UFE president (or designee) and include other faculty members as selected by the Agenda Committee.
- The charge of this DTF will focus on the development of recommendations to support the coordination of future curriculum planning.
- This DTF is expected to engage the faculty in discussion and provide recommendations to management and the UFE in consideration of the successor collective bargaining agreement.

OTHER ISSUES

1. Clarifying Library Faculty Review and Conversion

- Third-Year Review (9.3) clarifies who is on the review panel. “.For the library faculty, the panel will also include all regular library faculty members.” This remains unspecified in the draft but is implied for the Five-Year review panel.
- The section on conversion to continuing appointment clarifies eligibility with regard to teaching partners: 11.3.1 Initial Eligibility Criteria for Conversion: (e) For library faculty members, the candidate has team-taught full-time for at least two (2) quarters with a cumulative total of three (3) or more non-Library faculty members. At least two (2) of these teaching partners must have continuing status either at the time of the teaching partnership or at the time of the candidate’s conversion.
- Section 11.3.2 (e) (2) on procedure clarifies who is on the review panel – All of the available regular faculty members on continuing appointment with whom the candidate has taught at Evergreen including those with whom the candidate may have taught while in a temporary faculty position and, for library faculty, all library faculty members on continuing appointment.

2. Faculty on Term Contracts – Timing of Annual Review Meeting

- The parties signed a MOU permitting but not obligating faculty to complete their reviews during summer months when some faculty are between contracts. The parties agreed the following text will be included in the letters sent by deans when scheduling term faculty reviews:

As you are aware, we need to meet to complete your annual review by October 15. I am available to meet with you to discuss this review at a mutually acceptable time over the summer. If, however, you prefer to schedule your review during the first few weeks of the fall quarter, you are welcome to do so. Please let me know at your earliest convenience when you would like to meet.