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Union AAUP (American Association of University Professors)

Local Fort Hays Chapter

Occupations Represented
Librarians
Teacher assistants
Teachers—postsecondary

Bargaining Agency Fort Hays State University, Kansas Board of Regents

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

Memorandum of Understanding

Between

**Fort Hays State University Chapter
of the American Association of University Professors**

and

**Fort Hays State University/
Kansas Board of Regents**

**Fiscal Year 2002
July 1, 2001 to June 30, 2002**

Preamble

This Memorandum of Understanding for fiscal year 2002 memorializes the agreements between the certified bargaining unit representative, the Fort Hays Chapter of the American Association of University Professors and the employers, Fort Hays State University, the Kansas Board of Regents and the Kansas Department of Administration.

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ARTICLE I: CONTRACT TERM

The term of the initial memorandum of understanding between the administration and the faculty bargaining unit is for one year, fiscal year 2002, July 1, 2001 to June 30, 2002.

The current Faculty Handbook will govern the mandatorily negotiable terms and conditions of employment on all unresolved issues until modified by the meet and confer process.

The parties will exchange notice of items to be negotiated for the next contract term no later than March 15, 2002 (3.5 months prior to the end of the contract term) and no earlier than February 1, 2002 (5 months prior to the end of the memorandum of understanding term, June 30, 2002). All terms of the memorandum of understanding that are not "noticed" for meet and confer will continue in the memorandum of understanding in that form.

ARTICLE II: RECOGNITION

Section 1. The Employer recognizes FHSU-AAUP as the exclusive representative for the University Faculty Bargaining Unit for the purpose of meeting and conferring with respect to grievances and conditions of employment as certified on May 5, 2000, by the Kansas Public Employee Relations Board (PERB) in case number 75-UDC-1-1999.

Section 2. As provided in the Unit Determination Order in case #75-UDC-1-1999, dated April 12, 1999, the PERB ordered that the appropriate unit for the Faculty of Fort Hays State University shall consist of the following classifications:

INCLUDE: All full-time non-temporary university employees who have appointments as Professor, Associate Professor, Assistant Professor, Instructor, Program Specialist, Research Scientist, Curator, Lecturer, Librarian and Academic Director.

EXCLUDE: All persons who have appointments as: President, Provost, Vice Provost, Vice President, Associate Vice President, Assistant Vice President, Dean, Associate Dean, Assistant Dean, Department Chair, Director of the Library, Assistant Director of the Library, and Head Reference Librarian. Further exclude Program Specialists and Academic Directors with assigned unit supervisory duties. Exclude all other persons with temporary or part-time administrative contracts, persons who are confidential employees or whom are members of the classified service of the State of Kansas.

Section 3. At the beginning of each Fall and Spring semester, the University Administration agrees to provide upon request and without cost to FHSU-AAUP a list of University Faculty Bargaining Unit eligible employees, based upon the above unit determination order. Lists of employees requested by the FHSU-AAUP more frequently than twice a year shall be subject to processing charges as provided by the Kansas Open Records Act.

Section 4. Following reasonable efforts to resolve disputes arising among the parties concerning the composition of the appropriate unit, the dispute may be submitted to PERB for resolution.

ARTICLE III: NON- RETALIATION

The University Administration and the FHSU-AAUP agree that no coercion, harassment or discrimination shall be directed against Unit Members because of FHSU-AAUP membership or because of their participation in any grievance, complaint, or meet and confer activities, or for the exercise of any other rights granted to public employees under the provisions of the Public Employer Employee Relations Act. It is further agreed that neither party will interfere with, restrain or coerce any Unit Member in the exercise of their right to become or not to become a member of the FHSU-AAUP. Unit Members, however, will remain subject to discipline for inappropriate conduct not otherwise justified by the exercise of their rights as public employees.

ARTICLE IV: DUES DEDUCTION

The University Administration agrees to deduct FHSU-AAUP dues from regular payroll checks of each member of the University Faculty Bargaining Unit who has submitted a written authorization-assignment of membership in FHSU-AAUP in accordance with procedures established by the University Personnel Office and the Division of Accounts and Reports.

ARTICLE: IV INFORMATION TO BE PROVIDED

1. Advance copies of the Kansas Board of Regents agenda and minutes for each Kansas Board of Regents meeting is available on the Kansas Board of Regents web page, <http://www.kansasregents.org>, for all open meetings of the Kansas Board of Regents.
2. The University Administration will provide the FHSU-AAUP President with an executive summary of the operating budget request submitted to the Kansas Board of Regents after it has been submitted to the Kansas Board of Regents.
3. The University Administration will provide the FHSU-AAUP President with an executive summary of the operating budget summary request that is presented to the Governor's State Division of the Budget.
4. The University Administration will provide the FHSU-AAUP President with a copy of the Annual Operating Budget at the same time it is placed in Forsyth Library as a public document.
5. The University Administration will provide the FHSU-AAUP President with a list of all the members of the Bargaining Unit within 30 days after the start of the fall and spring semesters. This listing will provide the unit members name, department, rank, position or title.

In the event there is a disagreement regarding those included or excluded in the list to be provided, the University Administration and FHSU-AAUP will meet and discuss those disagreements to reach conclusion.

6. The Memorandum of Understanding ("MOU") will be posted for faculty use on the FHSU web page. Notice of the posting will be distributed to all faculty_members via electronic mail. Faculty members may print all or portions of the MOU for their use as they see fit. The parties agree that each unit member will be provided a copy of the Memorandum of Agreement. In addition, the parties will agree on an additional number of copies to serve the needs of each party. The Memorandum of Agreement will be printed and provided, as soon as possible, after the Agreement has been approved by FHSU-AAUP, the Fort Hays State University Administration, The Kansas Board of Regents, and the State of Kansas Department of Administration. The parties agree that the cost of printing these copies of the MOU will be split evenly between FHSU-AAUP and the University Administration. Parties may make additional copies of the MOU as they see fit.

ARTICLE V: CONTINUING COMMITTEE

The parties agree to provide for continued meetings throughout the contract term as a joint faculty/administration problem solving committee. The committee make up may include up to four members of FHSU-AAUP and up to four members of the FHSU administration. Either party may appoint new members to this committee as they see fit.

The committee is designed to address and resolve problems that may arise in the course of the memorandum of agreement between the parties. It is the intent of this article to provide a forum to address problems that arise in the normal course of a memorandum of agreement term, to attempt to find solutions and to continue the dialogue that has developed through the meet and confer process. The committee may wish to seek out additional training, bring in consultants, or in other ways explore means to expand the relationship between the parties and enhance the meet and confer process. Solution and resolution of problems by this committee is not mandatory, and may not be the subject of impasse proceedings through the Kansas PEERA statutes.

Committee sessions should be held on a regular basis, at least four (4) times per year. Additional meetings will be decided as needed as agreed upon between the parties.

ARTICLE VI: PERSONNEL FILES

1. Purpose:

The purpose of this article is to provide a statement of access and contents of personnel files for faculty. The University acknowledges the existence of a number of personnel files at the University. These files include three major types of personnel files, but are not limited to, the files designated as:

- Departmental Files
- College Personnel Files
- University Official Personnel Files

2. Major Types Of Personnel Files

a. Departmental Evaluation Files

Departmental files may contain, but are not limited to, information associated with faculty evaluations within the department of the specific college, for appointment, merit, tenure, and promotion. The file may also include, but is not limited to, self-appraisals, colleague appraisals, summaries of student course evaluations, advisor evaluations, summaries of professional development activities, and documentation of committee and other service activities. In addition, files may include departmental leave reports and annual departmental agreements of expectations and responsibilities.

b. College Personnel Files

College files may contain, but are not limited to, initial letters of employment; records of professional development revealed by annual reports; evaluations for tenure and promotion conducted by department, chair, college committee, and dean; conflict of interest statements; unclassified faculty and staff development plans; and agreements of expectations and other matters of concern at the college level.

c. University Official Personnel Files

This file is designated as the official file for personnel purposes and should contain all information that summarizes the appointment, salary, merit adjustment, tenure and promotion and other evaluation and other related material or matters related to decisions regarding faculty. In addition, this file may also contain, but is not limited to, letters of recommendation, formal resume, official transcripts, personal data information, contracts, appointment and acceptance letters (originals), and other materials pertaining to the role of the individual as an unclassified faculty or staff.

d. All materials contained within the above files will be attributable to an identified individual or group. Notice of additions to the files will be given to the faculty member. Faculty members may review and respond to file contents. File access will be granted as soon as practicable to files, upon faculty request, reasonable delays excepted.

3. Access to Personnel Files

- a. Faculty will have access to their personnel files at all levels.
- b. Only those officials who have direct-line responsibility for the supervision of a particular faculty member will have access to the personnel files.
- c. Other file access is governed by a need-to-know, regulatory, statutory or judicially ordered basis.
- d. The Official Personnel file will be kept confidential to the extent that it may in light of the above.
- e. Faculty will have access to their Official Personnel files under the supervision of the Provost's Office. Other individuals may be authorized, in writing, by the faculty member to have access to his/her file.
- f. A fee will be assessed to the faculty member for copying of file materials.

4. Faculty Additions to Personnel file

The faculty member has the right to review the faculty member's file and add material to the file in response to any item in the file or to enhance and update material contained therein.

ARTICLE VII: TELEPHONE USE

1. FHSU-AAUP may use their office telephones for making local, non-toll phone calls, which includes conducting committee work, meeting notification and related activities
2. Upon notification, any unit member can ask not to be contracted by telephone by FHSU-AAUP.
3. FHSU-AAUP may not make long distance calls charged to the University

ARTICLE VIII: FHSU- AAUP USE OF CAMPUS FACILITIES.

1. FHSU-AAUP may use a campus location one time per month for general meetings or assemblies.
2. FHSU-AAUP may use a campus room two times per month for executive committee or other related FHSU-AAUP administrative meetings.
3. FHSU-AAUP is responsible for advance scheduling the use of facilities with the appropriate building authority. Room usage is subject to availability.
4. Rooms used by FHSU-AAUP under the auspices of this article will be made available by the University to FHSU-AAUP without charge.

ARTICLE IX: SABBATICAL LEAVE

1. Sabbatical leaves are made available to Unit Members for research, scholarship, creative activity, or other experiences of professional value. The objective of the sabbatical is to increase the Unit Member's value to FHSU and thereby improve and enrich its programs. Sabbaticals are granted at the discretion of the University Administration. However, the University Administration will make a good faith effort to fund all applications that are approved.
2. Sabbatical leave granted will not exceed one such leave of absence for each seven (7) year period of regular employment.
3. Sabbaticals shall not be granted for a period of less than one semester nor for a period of more than two semesters per year, with the sabbatical pay calculated as follows:
 - a. For nine-month faculty, up to half pay of the faculty member's regular salary for an academic year, or up to full pay of the faculty member's regular salary for one semester.
 - b. For twelve-month faculty, up to half pay of the faculty member's regular salary for eleven months, or up to full pay of the faculty member's regular salary for five months.
 - c. "Regular" salary is defined as the salary being paid at the time the sabbatical leave begins.
5. Outside grant funds received by FHSU in support of the individual's scholarly efforts during the sabbatical leave may be used for supplementary salary, but total sabbatical leave salary in these instances may not exceed the faculty member's regular salary.
6. Unless the faculty member receives prior approval from the University Administration, sabbatical leave shall not be used as a means of augmenting personal income (e.g., a faculty member will not be allowed to teach paid course work during a leave period).
7. For sabbatical leave consideration, applying faculty members must meet the following eligibility requirements:
 - a. Be a full-time faculty member at FHSU;
 - b. Have a regular appointment at FHSU;
 - c. Complete a minimum of six (6) years of continuous service with FHSU for each sabbatical leave; and

- d. Faculty members must agree to return to service with FHSU for each sabbatical leave:
 - i. No faculty member will be granted leave of absence with sabbatical pay who does not agree to return to the service of FHSU for a period of at least one year immediately following the sabbatical leave.
 - ii. Persons failing to return to FHSU following sabbatical leave shall refund to FHSU all sabbatical pay.
 - iii. Those who fail to remain for the full year of school service (9 to 12 months depending on annual term of employment) shall refund that portion of their sabbatical pay as represented by the portion of time they fail to serve.
8. Preference for sabbatical leave shall be given to those applying for a full year sabbatical over those applying for a single semester sabbatical if the applications are otherwise deemed to be comparable in merit.
9. All sabbaticals must conform to Kansas Board of Regents policies, in effect at the time of the granting of the sabbatical.
10. Pursuant to Kansas Board of Regents policy, the number of faculty members to whom leave of absence with sabbatical pay is granted in any fiscal year shall not exceed four percent of the number of equivalent full-time faculty with rank of instructor or higher, or equivalent rank for the institution concerned for the fiscal year for which the leave of absence is granted.

Applicant Requirements for Sabbaticals

The applicant will prepare a formal request (application) for sabbatical leave, using a form available in the Provost's office, which will contain the following information:

- a. A prospectus with the following information:
 - i. An analysis of how the applicant expects to use the time granted (time line):
 - ii. An analysis or discussion of the breadth and depth of the project;
 - iii. A discussion of the achievability of the project, outcomes, and/or end product;
 - iv. An outline of the travel the project will require; and
 - v. A discussion of the anticipated outcome or end product of the proposed sabbatical leave
- b. An explanation of how granting the sabbatical will benefit the applicant's department, college, and the university.
- c. Full disclosure of all known or expected funding from the sources outside FHSU.

- d. A list of all previous leaves with dates.
- e. A plan for the timely reporting of results of the sabbatical to the faculty member's department, to the dean of the faculty member's college, and to the Provost.
- f. The semester of academic year for which the sabbatical leave application is made with specific dates.

Sabbatical Leave Application and Selection Process

1. Sabbatical leave application forms will be available in the Provost's office.
 - a. Faculty member interested in sabbatical leave for the next school year must submit a completed application for sabbatical leave to their department chair no later than January 31 of the school year receding the year for which sabbatical leave is requested.
 - b. All applications for sabbatical leave received after January 31 will be returned to the faculty member.
 - c. For sabbatical leave consideration, the school year begins with the fall semester of the year (For example, faculty who wish to be considered for sabbatical leave for the school year 2000-2001, the fall semester 2000, or spring semester 2001, must apply for sabbatical leave no later than January 31, 2000.)
 - d. Faculty member may withdraw applications at any point in the selection process.
2. The Chair shall make recommendations on all faculty applications for sabbatical leave.
 - a. The Chair shall review the applications to insure the application meets the criteria established in the "Application Requirements for Sabbaticals" section above. Time permitting, the non-conforming application shall be returned to the faculty member for additions or corrections to meet the application requirements.
 - b. The Chair will consider all conforming applications. The Chair shall make recommendations on all conforming applications and forward the conforming applications, along with recommendations, to appropriate dean by February 14.
3. The Dean shall make recommendations on all conforming applications for sabbatical leave.

- a. The Dean shall review the applications to insure the application meets the criteria established in the "Application Requirements for Sabbaticals" section above. If the Chair has sent forward an insufficient application, the Chair, Dean and Provost shall review the application as a committee and determine if the application is conforming. In the even the application is deemed to be non-conforming, the application will be returned to the faculty member with an explanation of the deficiencies. That application will no longer be considered for sabbatical leave for the period in questions.
 - b. The Dean will review all conforming applications and forward the applications with the Dean's recommendations to the Provost by February 28.
4. The provost will forward al conforming applications and related recommendations to a five (5) member University Sabbatical Committee. This committee shall make recommendations on all faculty applications for sabbatical leave. The University Sabbatical Committee will forward applications with the committee's recommendations to the Provost by March 6. The University Sabbatical Committee will consist of:
 - a. Four (4) faculty members selected by the respective dean of each of the following colleges:
 - i. College of Arts and Sciences
 - ii. College of Business and Leadership
 - iii. College of Education
 - iv. College of Health and Life Sciences
 - b. One (1) faculty member selected by FHSU-AAUP.
 5. The Provost will review the applications and recommendations from steps 1-4 above, formulate recommendations and forward the conforming applications and the Provost's recommendations to the President by March 20.
 6. The President shall have final approval of all sabbatical leave requests. The President is the final authority on sabbatical leaves. Sabbatical leave shall be determined by April 1. Notification of the decision, with an explanation for those application rejected, shall be sent to the applicants and to the member of the University Sabbatical Committee by April 5, barring unforeseen and unavoidable delays.

ARTICLE X: CHRONIC LOW PERFORMANCE

1. Continued failure of a tenured faculty member to perform the faculty member's professional duties as defined in department evaluation criteria and / or failure of the faculty member to accept and implement opportunities for improvement of the deficiencies will constitute evidence of "chronic low performance" and warrant consideration of "dismissal for cause" under University policies.

2. Each department and / or program will develop, with faculty input, a set of guidelines describing the minimum acceptable level of productivity for all applicable areas of faculty responsibility as well as procedures to handle alleged cases of chronic low performance as defined by the criteria. It is also clearly understood that faculty renewal, development, and improvement are personal responsibilities of good academic citizenship and are of critical importance to the University in its pursuit of excellence.

a. Each college will develop procedures for approval of departmental guidelines and implementation of the chronic low performance policy. Both department/program and college criteria must be forwarded to the Provost for final endorsement.

b. Faculty members also have a personal responsibility to maintain or improve performance and are encouraged to participate in professional development activities.

c. Each department / program will develop means of providing feedback to the individual so that he or she can maintain high levels of performance.

d. If requested by the faculty member, the departmental / program faculty will be involved in the decision leading to the identification of an individual as falling below a minimally acceptable level.

e. When a tenured unit faculty member's overall performance falls below the minimum acceptable level, as indicated by the annual faculty member's evaluation, the department Chair shall indicate so on the evaluation form and in writing to the faculty member.

f. The department Chair or program director, after meeting with the Dean of the college, will consult with the individual about development and / or improvement activities and will also indicate in writing a suggested course of action to improve the performance of the faculty member. The chair or program director will assist the faculty member in travel funding requests, for example, if needed.

g. In subsequent annual evaluations the faculty member will be required to report on activities aimed at improving performance and provide a listing of improvement initiatives, efforts and results.

3. The names of faculty members who fail to meet minimum standards for the year following the department Chair's suggested course of action will be forwarded to the appropriate Dean.

a. If the faculty member has two successive or a total of three evaluations in any five-year period in which minimum standards are not met, then "dismissal for cause" will occur subject to the results of appeal, if any.

b. The status of "chronic low performance" may be appealed, using the grievance process outlined in this contract.

4. A finding of chronic low performance must not abuse academic freedom or be used as a cover for discriminatory, unfair, arbitrary, or capricious dismissal.

Article XI: PRIVACY

There are limitations on the amount of privacy that can be expected for individuals who are employed by the University, especially when using State of Kansas computing equipment or resources. The University maintains the right to monitor use of internet and e-mail through the computing systems owned and operated by the University. The Electronic Communications Act of 1986 provides no protection for employees using company online systems.

ARTICLE XII: SALARY

Faculty unit member's salaries for the fiscal year 2002, July 1, 2001 to June 30, 2002, will be the legislatively allocated amounts for FHSU, to be allocated among the unit members using the merit review process in effect and enhancement formula in effect during 2000 and 2001.

The University will provide additional funding for promotions and degree completions, a figure for the bargaining unit of approximately \$37,500.

ARTICLE XIII: PROMOTION STIPEND

Eligible faculty who are approved for promotion, under the terms and processes of this agreement, to the next professorial level, will receive the following amounts of payment added to their salary base in the next contract year:

Instructor to Assistant Professor: \$1,000.00
Assistant Professor to Associate Professor: \$2,000.00
Associate Professor to Professor: \$3,000.00

ARTICLE XIV: SAVINGS CLAUSE

The parties agree that should any provision of this agreement be declared by the proper judicial authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statute(s), all other provisions of this agreement shall remain in full force and effect for the duration of the agreement. Any provision of the agreement, which is based on any statute, whether state or federal, all or in part, directly or indirectly, shall be construed to conform to the statute upon which the provision is based. Such construction is to apply as the statute is presently worded or as it may be amended or changed.

By signing herein, we, the members of the bargaining teams for FHSU-AAUP and FHSU/ Kansas Board of Regents/ Kansas Department of Administration, present this memorandum of agreement for fiscal year 2002 for ratification by the bargaining unit and the employers.

Signed:

For FHSU-AAUP

For Fort Hays State University

For the Kansas Department of Administration

By signing herein, I, Keith Campbell, President of the Fort Hays State University chapter of the American Association of University Professors, ratify this memorandum of understanding on behalf of the bargaining unit represented by FHSU-AAUP. I further acknowledge that the bargaining unit has approved this memorandum of understanding for fiscal year 2002.

Keith Campbell

Date

By signing herein, I, Edward H. Hammond, President of the Fort Hays State University, ratify this memorandum of understanding on behalf of the employer, Fort Hays State University for fiscal year 2002.

Edward H. Hammond

Date

By signing herein, I, _____, Secretary of the Kansas Department of Administration, ratify this memorandum of understanding on behalf of The Kansas Department of Administration for fiscal year 2002.

Secretary
Kansas Department of Administration

Date

By signing herein, I, Clay Blair, Chair of the Kansas Board of Regents, ratify this memorandum of understanding on behalf of the Kansas Board of Regents for fiscal year 2002. I further acknowledge that the Kansas Board of Regents has authorized this ratification through appropriate action of that body.

Clay Blair
Chair
Kansas Board of Regents

Date