

**Summary of 2021-2025 Tentative Contract Agreement Between  
CSU-AAUP & CSCU-BOR  
and  
SEBAC Change to Prescription Drug Policy (pages 6 & 7)**

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**General**

- Four year agreement from August 26, 2021 to August 26, 2025
- Either party may reopen Article 12 (salary figures) to negotiate salaries for 2024-2025.
- Minor grammatical changes, and correction of omissions throughout
- Salaries for full-time members increased by 4.5% for 2021-2022
- Salaries for full-time members for 2022-2023 and 2023-2024 will increase by 2.5%, + increment determined by 12.5.3
- Salaries for part-time members for 2021-2022, 2022-2023, and 2023-2024 will increase by 4.5%.
- Full-time members will receive two lump sum payments, totaling \$3500, pensionable
- Part-time members will receive one or two pro-rated lump sum payments, pensionable
- Special funds will increase by 4.5% for 2021-2022, 2022-2023, and 2023-2024
- Pause in tenure clock now possible
- Prior service on special appointment *may* be claimed
- Emeritus status for part-time members
- Clarification of retrenchment language
- Part-time faculty may teach up to 8.75 load credits
- Improved working conditions for counseling faculty
- Tenure track searches for some special appointment positions must be completed within a specific time period
- Modification of coach evaluation calendar
- People may apply to sick leave bank if additional time is needed for recovery from childbirth

**Article 1 – Definitions**

1.6.1 Definition of full-time faculty is now those who are employed for a semester and earn more than 8.75 load credits

1.6.2 Definition of part-time faculty is now those who are employed for at least six days and who earn no more than 8.75 load credits

1.6.3 Same load credit change for full-time coaches and non-instructional athletic trainers

1.6.8 Same load credit change for part-time coaches and non-instructional athletic trainer

1.10 Notice can be given by a return receipt required email delivery. If receipt is not received with 5 business days, notice will be served with a certified return receipt requested mail or hand delivery.

**Article 3**

Title change to Diversity, equity, and inclusion

3.3 Name of procedure processing allegations of article 3 changed from Affirmative Action/Non-discrimination complaint procedure to Discrimination/Affirmative Action/Sexual Misconduct procedure

**Article 4**

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4.2.3.4 Names of experts in academic freedom violations deleted; now, experts will be chosen from 4 provided by CSU-AAUP and 4 provided by BOR

4.4.1 Deleted

New 4.4.1 Up to three years' full-time service at any accredited college or university may be applied toward the probationary period (including full-time service on a prior special appointment)

Old 4.4.3 renumbered to new 4.4.2

Old 4.4.4 renumbered to new 4.4.3

New 4.4.4 allows for a pause in the tenure clock

4.8.2 Special appointments can be three years, but if the special appointment is an emergency appointment to a successful affirmative action search, that search must be completed within 3 years. Special appointment recruitment shall include a consideration of credentials, experience, and teaching merit of current part-time members within the department.

4.13 A special assessment must be conducted within a timely manner

4.14.2.10 Information pertaining to disciplinary matters or alleged misconduct in personnel files may be subject to FOIA. This changed was necessitated by changes in state law

4.15 Endowed chairs may be appointed as part-time

#### **ARTICLE 5 FACULTY PARTICIPATION PROCEDURES**

5.3.2, 5.3.3, 5.3.4 Standards for appointment as an assistant, associate or professor counselor changed

5.7 Emeritus status now possible for some retired part-time faculty

5.17.2 Class size limits shall be determined on "peer reviewed research and educational best practice principles"

5.19 Addition of "by the University Administration" to language about when departments are divided or merged

5.23 Minor grammatical changes

#### **ARTICLE 6 ATHLETIC COACHES AND NON-INSTRUCTIONAL ATHLETIC TRAINERS**

6.2.1 deleted (no one left that this applies to)

6.2.2 renumbered to 6.2.1

6.2.4 deleted (no one knows why it was there in the first place)

TABLE 2 changed evaluation schedule

#### **ARTICLE 7 COUNSELING FACULTY**

7.1 description of load credit activities modified, and limitations on percentage of time spent on scheduled direct services introduced

7.3.2 Counseling Faculty Evaluation Committee changed to Department Evaluation Committee, and faculty from related disciplines may serve on Counseling DEC's in hardship cases.

7.4, 7.4.1 deleted: counseling faculty no longer may join a department as a member

7.4.2 renumbered to 7.4, minor grammatical changes

7.4.2 renumbered to 7.4.1

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7.5 full-time counseling faculty may teach a course that is scheduled outside of the operating hours of the Counseling Center

7.7 secretary changed to administrative support assistance

**ARTICLE 8 LIBRARY FACULTY**

8.3.1.6 article number added

**ARTICLE 9 WORKING CONDITIONS**

9.1.2 New first sentence: Universities are locations of congregation and close proximity of people and CDC included as one of the bodies whose standards must be met

9.1.3 “extreme heat” changed “extreme environmental conditions (OSHA standard).

9.4.7 Equipment and Supply Budgets “fiscal exigencies” changed to “a financial crisis”

9.7.1 Use of State Vehicle: Existing language deleted. New language: Access to and use of state vehicles shall be in accordance with Department of Administrative Services regulations in place at the time of request

**ARTICLE 10 WORKLOAD**

10.8 Part-time Faculty Percentage. For Western the part-time percentage will be computed with the exclusion of faculty from the School of Visual and Performing Arts. The method of computation for Central, Eastern, and Southern remains unchanged.

10.15 existing language detailing the technologies used in distance learning changed “University and Board approve remote learning audio and video technologies”

**ARTICLE 11 SUMMER SCHOOL AND INTERSESSION**

11.2 Increase is summer and intersession pay of 4.5%

11.4 Last line of existing language deleted because it never happens, anyway (Offers for summer courses not accepted in writing by April 10 will be deemed refused—this has been deleted)

**ARTICLE 12 COMPENSATION**

12.3 New minimum salaries for 2021-2022, 2022-2023, 2023-2024

12.4 New maximum salaries for 2021-2022, 2022-2023, 2023-2024

12.5.3 For 2021-2022, salaries for full-time members shall increase by 4.5%. For 2022-2023, 2023- 2024, salary will increase by the amount of increase of the max for the member’s rank (which will be 2.5%) plus the rank multiplier times the biweekly increment unless the resulting salary exceed the max, in which case the max salary will be the member’s new salary. Added language that stipulates that if either party wishes to reopen Article 12 for the fourth year of the contract, that article, and no others, will be reopened.

12.8 Part-time member pay rates increase by 4.5% for 2021-2022, 2022-2023, and 2023-2024.

12.10 Travel, faculty development, research grants, curriculum-related activities and retraining funds will increase by 4.5% for 2021-2022, 2022-2023, 2023-2024

12.10.3 Title changed to Minority Recruitment and Retention, and Diversity Equity and Inclusion Funds

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12.12 existing language deleted; new language describes lump sum payments. First lump sum is \$2500 and is paid after ratification by legislature. Part-time members will receive a pro-rated payment based on workload. Second lump sum (\$1000) (effective July 14, 2022, will be paid in the 1<sup>st</sup> pay date for the 2022-2023 year. Part-time members employed during the Fall 2022 semester shall receive a pro-rated payment based on member's workload.

**ARTICLE 13 LEAVES AND FRINGE BENEFITS**

13.2 Counselors included in sick leave accrual. 13.2 last paragraph: Period of time to provide a certificate shortened from thirty calendar days to 15 business days.

13.3.1 The following is added to the first sentence: "to include the period of disability resulting from a pregnancy and childbirth as certified by the medical provider."

13.10 "fees" changed to "payment received"

**ARTICLE 15 GRIEVANCE PROCEDURE**

15.1 Grammatical change

15.2 "the appropriate" added in front of "administrator officer"

**ARTICLE 17 RETRENCHMENT**

17.1 changed to "When a severe financial crisis exists, meaning an urgent financial situation that fundamentally compromises the academic integrity of the institution as a whole and that cannot be alleviated by less drastic means (including but not limited to reducing the number of part-time faculty to be hired, and meeting with CSU-AAUP to discuss voluntary incentives), which may warrant the involuntary separation of non-tenured members prior to the end of a specified term (Article 4.0) or tenured members, the BOR shall promptly notify CSU-AAUP that it believes such a condition exists.

17.2 "exigency" changed to financial crisis, and the BOR must provide five years of audited financial statements, current and following-year budgets, detailed budget estimates for future years with supporting data, and detailed program, department, and administrative-unit budgets."

17.3 "exigency" changed to crisis.

17.4 "severe" added, and exigency changed to crisis, and "appropriate" inserted in from of Curriculum Committee".

**ARTICLE 20 CSU-AAUP DUES, AGENCY SHOP FEE, AND CHECKOFF**

20.1 Existing language deleted, and new language included to reflect the post-Janus world.

20.2 Existing language modified to reflect that dues are only collected from CSU-AAUP members.

**ARTICLE 23 MINIMUM TERMS**

This language was inadvertently deleted last time around, and is now reinstated.

**ARTICLE 24 SUCCESSORSHIP PROVISION.**

This language was inadvertently deleted last time around, and is now reinstated.

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**ARTICLE 25 TERM OF AGREEMENT**

25.1 August 26, 2021 to August 26, 2025

**APPENDIX D**

Change to reflect permissible load credit changes for part-time faculty

**APPENDIX H**

Updated list of negotiators

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**SEBAC Improvement to Prescription Policy (see below):**

**Prudent RX Program Now Option for Health Insurance**

SEBAC and the Lamont Administration reached a tentative agreement to include the voluntary Prudent RX Program in our health insurance. The tentative agreement is contingent on the Coalition and local tables reaching agreement on new collective bargaining agreements. Adding the RX Program is an improvement to our plan. It will reduce the cost of specialty medication, reduce premium costs by saving the plan money, and is completely voluntary. Because it saves money for both members and the plan, members will automatically be opted in on the effective date (which is still to be determined) as well as each open enrollment period. However, any member may opt out if they prefer to keep their current specialty drug coverage.

**What is the Prudent RX program?**

Prudent RX is a completely voluntary program that allows our insurance plan to apply manufacturer assistance to the cost of specialty medications to reduce health plan costs by the amount of the manufacturer assistance while reducing patient out-of-pocket costs to \$0. The program applies only to members who are prescribed specialty drugs and does not apply to any non-specialty drugs they may have.

**What is a specialty drug?**

Generally, specialty drugs are high-cost medications used to treat complex or rare medical conditions. Which drugs are considered “specialty drugs” under an insurance plan can change. The State Employee Plan defines “specialty drug” as a “drug prescribed by a Physician having one or more of several key characteristics, including: (1) Requirement for frequent dosing adjustments and intensive clinical monitoring; (2) Need for intensive patient training and compliance for effective treatment; (3) Limited or exclusive product distribution.”

**Is the Prudent RX Program Voluntary?**

**Yes!** The Prudent RX Program is completely voluntary. Every member will have the choice to opt out and face no penalty for doing so.

**What are the benefits of participating in the Prudent RX Program if you take a specialty drug?**

If you participate, you no longer will have copays for specialty medications, which are currently between \$6-\$40 – almost always the latter. This means members with just one monthly specialty medication can save up to \$480 a year, and some members with multiple specialty medications can save up to \$2,400 a year. There will also be a small cash payment for those that participate and complete the requirements. In addition, the Prudent RX program is projected to save our health insurance plan millions of dollars a year, which will help lower premium costs for everyone on the plan.

**What is required of me if I participate?**

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If you participate, you will be required to complete an application for each specialty medication. The application takes about five minutes to complete, and someone from the Plan will be available to assist you in filling out the application.

**What if I fail to meet the requirements of participation? Is there a penalty?**

You will be ineligible to participate in the Prudent RX program in future plan years, but there are no penalties for failing to meet the requirements. Your specialty medications continue at zero co-pay for the remainder of the plan year.

**If I don't take any specialty medications, how does this affect me?**

If you do not take any specialty medications, this will not affect you except to the extent that the program lowers premium shares for all plan participants. You will not be required to complete an application.

**Does the Prudent RX program apply to retirees?**

The Prudent RX program will apply to pre-Medicare retirees only.