



Table Talk is a communication of CSU-AAUP to its members to inform them of the progress of contract negotiations with the CSCU-BOR.

Negotiations on February 26th included the presentation of remaining AAUP proposals. Despite being admonished in every session that we need to be more expedient, the Board team's negotiator Jarad Lucan never does the same.

THE NEED FOR EXPEDIENCY

Negotiations have been painfully slow, far slower than previous ones. Lucan's responses to our proposals have been long-winded and vacuous. Some of us question how much effort he and the Board's team are putting into negotiations, given how little he knows or cares about our working conditions, his need to take very long caucuses during negotiations to talk to his team, and his reluctance to provide additional dates for negotiations. Because Lucan has been complaining for months about how many proposals we have, we sent him a list of our top priorities. Although it's only a fraction of what we want, the Board's negotiating team doesn't seem capable of handling more.

The need for expediency is clear, not only because the new collective bargaining agreement should have been in force six months ago, but also because of the "framework" being negotiated between Governor Lamont and the State Employees Bargaining Agent Coalition (SEBAC). The governor wants re-election, so he wants a "grand bargain" where all public sector unions finalize their contracts with pay raises and get them to the legislature during the current legislative session. This is a short session, which means that the time to finish bargaining at local tables is quickly running out. To ensure that there is enough time for the individual unions to ratify their contracts, and get those contracts to the legislature, a tentative date of March 16th has been set for final negotiations, which have been referred to as "speed dating". Lucan claimed that he had not heard of this date, but we know he sits at other bargaining tables so it's unlikely that it was news to him. Of all the public sector unions, the higher education ones, which include CSU-AAUP, the 4C's community college faculty, and UConn AAUP, are all lagging behind. It is as if management at the universities made a collective decision to stall as long as they could.

PRESENTATION OF REMAINING AAUP PROPOSALS

Because time is quickly running out, we presented some remaining proposals to get them on the table:

- **Article 10.15** defines the different formats that "distance learning" can take (including online, hybrid with a mix of online and on-ground components, or hyflex where students choose to attend live or remotely) and protects faculty from negative evaluations and hiring decisions based on course modality
- **Article 10.15.2** ensures that faculty retain academic freedom in online courses as they do in the classroom
- **Article 10.15.5** ensures that distance-learning courses have reduced class sizes, so faculty have the time they need to effectively prepare and teach the course in that modality
- **Article 10.15.8** prohibits administrators from entering online courses without compelling reasons and faculty approval
- **Article 10.15.9** prohibits outsourcing the teaching of our online courses to third parties
- **Article 10.15.10** requires the administration to provide a report each year about the number of online courses that were taught
- **Article 18.8** increases the released time for AAUP activities because we have had to perform the Board's job of advocating for state funding in addition to our regular jobs

- **Article 18.9** prohibits the outsourcing or contracting out of our bargaining unit work to people and entities that are not part of our bargaining unit, including online program managers and AI technology
- **Appendix E** affirms that faculty who develop distance learning material shall retain the intellectual property rights to that material – both the content as well as the delivery of it – and prohibits the administration from entering into an agreement with a third party that alters or abridges those rights
- **Appendix H**, adapted from national AAUP recommendations, comprehensively articulates working conditions related to generative AI, including its use, shared governance rights, faculty development, intellectual property rights, rights to audit AI implementation, and protections for job security, workload, surveillance, evaluation, and discipline

In response to the Article 10.15 proposals, Lucan asked several questions. What’s the difference between distance learning and online courses? (There are multiple course modalities which can include some non-online components.) Are there currently courses that are not being taught by a member of the AAUP bargaining unit? (Not that we know of, but we don’t want our courses taught by third-party contractors.) What’s the purpose of the online course report? (We need to know if online courses are increasing.) Isn’t it easier if department chairs give you that report? (Getting one report that can be easily generated by the registrar is more efficient than getting lists from dozens of department chairs.) None of the CSU administrators at the session had anything to say, which isn’t surprising given that almost all of them are HR officials who lack knowledge of what happens in our classrooms.

On the topic of outsourcing our bargaining unit work, Lucan’s reply was, “Given the time we have left, I’m not sure that’s something we can agree to” and “We’re not going to approve any additional language that takes away rights from management”. When asked directly whether it is management’s right to have non-bargaining-unit members do our work, Lucan replied, “Whether or not we’ll use non-union members is something that will have to be examined.” Classic union busting from Shipman and Goodwin.

Lucan’s reply to our AI proposal was disappointing. He insisted that “it’s probably not appropriate” for an individual unit to bargain for this “as opposed to an overall system policy”, that it’s “probably a much bigger issue than you guys”, and that “the Board has a right to implement policy”. AI clearly affects our working conditions, so it is appropriate for collective bargaining.

CONTINUED DISCUSSION OF LIBRARIAN TELEWORK

Two of our campuses (Southern and Western) have memorandums of agreement (MOAs) to allow library faculty to telework up to three days per week, consistent with the operational needs of the library and with approval of the library director. A third campus (Central) has a similar MOA for up to one day per week. The Board’s counter to our request for up to three days (enshrining the MOA into the contract) was to limit it to one day, “because one institution doesn’t have anything and one institution has one” day. The language is “up to three days”, so it allows for one day or even zero days. Instead of considering a compromise, Lucan told us to withdraw our proposal so that the MOAs stand and that the lone institution with nothing (Eastern) can adopt Central’s more restrictive agreement. (Eastern’s only “representative” on the Board’s team is Anna Suski-Lenczewski, who retired from Central and previously worked as Eastern’s chief HR officer on an interim basis two days a week for less than one year. She was not even at Eastern when the administration refused to negotiate the MOA with ECSU-AAUP.)

WHERE WE GO FROM HERE

Although as of the drafting of this issue, there are no more scheduled negotiating sessions, we are attempting to schedule additional sessions with a smaller group ahead of March 16, and we hope you can join us.

Be sure to review future issues of Table Talk to stay informed about contract negotiations and collective actions!