

NDNU/Local 1021
T/A to Resolve the CBA
June 22, 2020

*Agreed for NDNU
Muh/Vato
6/22/2020
III. D. 4 revised
MNV 6/22*

JUNE 22 T/A TO RESOLVE THE CBA

I. Current CBA: Current CBA to roll over as is, except insert new expiration date of August 14, 2021; except as modified in II and except as modified in the below Side Letter in III. Side Letter is effective July 1, 2020 and expires August 14, 2021.

II. Article I of CBA, add:

“The obligations stated in the Layoff and Severance Article to negotiate on effects have been fully discharged. During the term of the Agreement or after, the University might decide to exercise its right to further reduce its educational services and/or to close all operations or to try to continue educational services in academic year 2021-2022. If the decision is to try to continue educational services, the parties will meet in February 2021 to negotiate a successor CBA, including provisions addressing future faculty vacancies and job opportunities. If the decision is to close, the parties agree to meet to negotiate on effects for both part-time and full-time faculty, with meetings to take place 30 days after University notice to Union.

III. Side Letter to state:

A. FT Workloads

1. Fall workload letters will be issued by July 21; December 15 for spring.

B. FT Reduced

1. Full -time faculty may be assigned for 20-21 to a reduced workload with pro rata reduced base salary. These full -time faculty are referred to as “FT Reduced”. A full-time teaching workload will remain at 24 units for the academic year.

2. FT Reduced Severance Advancement: FT Reduced will have their severance pay based on their 2019-2020 base salary, not on pro rata base salary. FT Reduced

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faculty will receive a notice of permanent layoff effective August 14, 2021. The notice of layoff will provide for right to advance during 20-21, a portion of the severance pay that the FT Reduced will become eligible to receive on August 14, 2021 if they accept and complete their pro rata workload. The portion of severance so advanced will be the proportional between Fall and Spring semesters and will be the amount that is equivalent to the total severance pay that the faculty member will become eligible to receive on August 14, 2021, less the amount of expected pro rata base salary for 20-21 and less interim unemployment earnings. The balance of total severance pay, less the amount advanced, will be paid by August 14, 2021 unless NDNU rescinds the layoff notice or unless the FT Reduced fails to perform the responsibilities.

3. FT Reduced will have their health benefits maintained for academic year 2020-2021 at NDNU-wide benefit levels, with normal employee premium contribution.

4. FT Reduced faculty may in writing by July 28 inform the VPAA to decline the entirety of the reduced workload assignment and receive immediate permanent layoff on August 14, 2020. To decline, the FT Reduced faculty member will make good faith efforts to assist the VPAA to locate other unit faculty who are readily available and willing to teach the entirety of the reduced workload with equivalent quality. Note: C. 1 does not apply here._

C. Layoff and Severance –General Terms

1. Notices of permanent layoff will give minimum 30 days' notice of effective date. E. g., the date of notice can be July 15 effective August 14.
2. FT Faculty will receive severance based on 2019-2020 base salary. FT Faculty elect to receive severance payout in equal pay period portions during the full academic year (meaning August 15, 2020 to August 14, 2021) following date of permanent layoff or they can elect to receive 100% thereof on August 15, 2020 or on May 15, 2021. Elections shall be made by email to HR by not later than July 31.
3. FT Faculty Reduced receive severance based on 2019-2020 base salary. If they do not decline their reduced workload, FT Faculty Reduced can elect to advance the severance payout in equal pay period portions over the 12 months' academic year (August 15-August 14) or to elect to receive the severance payout in equal pay period portions over the 12 months' academic

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year. (August 15-August 14) following date of permanent layoff. Elections shall be made by email to HR by not later than July 31.

4. Severance pay conditions precedent are the signing of general release of NDNU and affiliates and the successful performance of responsibilities. For FT Reduced, a supplemental release upon conclusion of employment is also required.
5. Severance pay is not paid (and is repaid) if with NDNU assistance, the FT faculty member accepts a regular (not adjunct) faculty position elsewhere of substantially equivalent salary or if the faculty member is offered such a position in a Bay Area university to which the University is in effect transferring the program.
6. Effective July 1, 2020, the "split the difference" severance formula will be placed into the language of the CBA (Layoff and Severance Article) along with the general release requirement. This new formula and release will also be retroactively applied to the two Grievants' pending arbitration as full settlement of that dispute.
7. Effective July 1, 2020, eligibility of FNNTT for Layoff and Severance (whether they have or do not have annual appointment letters) into the language of the CBA (Layoff and Severance Article) along with the general release requirement.

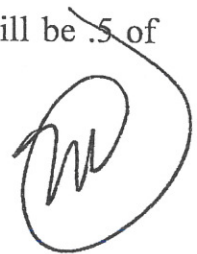
D. Other Terms of Side Letter

1. John Kagel as first choice arbitrator.
2. No sabbaticals or development funds during 2020-2021.
3. Professional development/research and scholarship assignments are not part of workload this year. Already approved research grants will remain.
4. Service assignments for FT faculty (not FT Reduced) will include JLMC, IRB and Education Committee, etc. If FT Reduced is assigned to committee by mutual agreement, stipend is paid of ~~\$1500~~ *\$2500* *kgv*
5. Course assignment process 2020-21: Most times taught in past 4 years, tie goes to FT.

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6. Article 25: Functions and Responsibilities: Part-time Faculty will timely complete and file hours of work time reports to permit the University to convert their fixed fee payments to hourly wages, if so decided by the University; if so, course assignment letters will see related change in language.
7. Current class action lawsuit. SEIU 1021 will actively promote opt-out by part-time faculty of pending lawsuit to be replaced by "Pick up Stix" grievance and a settlement negotiation thereof. Settlement will be negotiated to reflect reality of CBA as the comprehensive pay mechanism.
8. Sabbatical arbitration decision deemed settled.
9. Rollover of CBA includes the 403b language of CBA. If senior administrators get no contribution, FT faculty do not get a contribution.
10. Greg's Small Group I/S proposal: Under Appendix D Special Compensation for FT faculty, NDNU pays \$500 to FT per each student for I/S and \$ 2500 for Small Group in teach out situations. Parties will consider NDNU entirely in teach out situation. If FT Reduced choose to not exercise their right under III. B. 4 to decline the entirety of the FT Reduced assigned workload, then they agree to do the Small Group assignment. For FT, Small Group class size is 4 to 7 students; 8 and up is a full course. For PT, 4 and up is a full course.
11. AUL Units: For programs in reduction mode, release units will be .5 of unit for each 15 majors in the program.



Revised 1/16