

Commonwealth of Pennsylvania
Pennsylvania Labor Relations Board

In the Matter of the Impasse Between

Harrisburg Area Community College)

) PERA-F-24-190-E

And)

Harrisburg Area Community College)

Education Association

FACT FINDING REPORT AND RECOMMENDATIONS

APPEARANCES:

For the Association:

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PSEA/NEA

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For the District:

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DATE OF HEARING:

September 23, 2024

DATE OF REPORT:

September 30, 2024

BACKGROUND:

On August 20, 2024, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned as Fact Finder pursuant to Section 802 of the Public Employee Relations Act (PERA), ACT 195 of 1970, in the impasse between Harrisburg Area Community College (“College”) and the Harrisburg Area Community College Education Association, PSEA/NEA (“Association”) for the College’s Full-time and regular part-time teaching Faculty/Adjunct Faculty employees, as identified and established in PERA-R-20-306-E by the Pennsylvania Labor Relations Board (“PLRB”) on April 22, 2022.

The parties to this dispute have been engaged in negotiations for their first collective bargaining agreement since January 23, 2023. Prior to commencing negotiations, the parties agreed to Memoranda of Understanding establishing pay increases for the 2022-2023 year as well as providing for definitions of “status quo” and also provisions for a grievance procedure including just cause status for the bargaining unit. The parties have operated under, for the most part, Shared Governance Policies (“SGP”s). When negotiations commenced, the Association presented a comprehensive initial proposal totaling one-hundred-sixty (160) pages of terms, comprised of eighty-four (84) Articles. The College presented its initial proposal in May 2023, comprised of twenty-one (21) pages of terms. Following the presentation of initial proposals, the parties engaged in formal negotiations on twenty-two (22) subsequent dates, with the assistance on many occasions by the Pennsylvania Bureau of Mediation. Following multiple unsuccessful attempts to reach an initial collective bargaining agreement (“CBA”), the Association requested Fact Finding on August 14, 2024, with one-hundred-sixty-two (162) issues being deemed in dispute by the Association at that time. From the College perspective, there is a difference of position on many issues, with the College of the belief that many of the proposals of the Association do not need to be a part of the CBA. To the credit of the parties, tentative agreements were reached on a number of items in dispute, prior to submission of this matter to the Fact Finder.

As mentioned above, on August 14, 2024 the Association requested Fact Finding, and on August 20, 2024, the PLRB granted the request and ordered Fact Finding pursuant to a conference call meeting of the members. The above listed Fact Finder was appointed on August 20, 2024 to serve. The Fact Finding hearing was held on September 23, 2024 at 9:00 AM on the campus of Harrisburg Area Community College (HACC). At that time, the parties were afforded a full opportunity to present testimony, question witnesses and introduce documentary evidence in support of their respective positions. The parties presented extensive documentary evidence and reports as well as testimony. At the conclusion of the hearing, the record closed, and the matter is now ready for the within Report of Recommendations.

OVERVIEW:

Harrisburg Area Community College (HACC) is a public community college in Harrisburg, Pennsylvania, located across five (5) central Pennsylvania campuses. It became the Commonwealth’s first community college in 1964. It is accredited by the Middle States Commission on Higher Education, serving approximately seventeen thousand (17,000) degree-seeking students, as well as more than eight

thousand three hundred (8,300) remedial and workforce development students,¹ offering more than one hundred (100) programs.

The Association indicated that during the previous years of operating under “status quo” and prior, vast inequities have persisted in compensation, including no pay raises while non-unionized employees have enjoyed raises; and inconsistent assignment of classes, especially assignment of classes to Adjunct Professors. The Association argues that “status quo” is the baseline established and that the very nature of the law envisions that through the bargaining process, more gains will be realized, and not less, than before unionization occurred. The Association argues that the law has established that collective bargaining is “for the public good,” and that the Association contends that in many of its proposals, what is reflected is merely a codification of what is occurring, and not an enhancement. The Association adds that the College cannot claim an inability to fund the Association proposals, as outlined in its financial presentation, which establishes a positive financial standing. Finally, the Association argues that its proposal regarding course selection and assignment brings stability, equity, order, certainty and structure to the process, as opposed to what currently occurs.

The College contends that because of the trend of declining higher education funding, as well as declining enrollment, significant challenges lie ahead for the College. The College stresses that its primary strategies are to attract, serve and retain students, while sustaining the College’s resources in order to avoid an alarming trend of college closures. The College argues that it must maintain a bargaining stance in light of fierce competition for students. The College points out that this is the first CBA being considered, and that specific consideration must be given to comparator contracts, in that those comparative terms and conditions were not obtained in an initial CBA. The College advises this Fact Finder to consider the Association demands in light of what can the College afford, and what will the long-term consequences of recommendations be? The College stresses that approximately 76% of its budget goes to salaries and benefits, while over half of its budget is funded by students. Finally, the College seeks to maintain and safeguard its management rights in order to best serve all of its constituents, especially in order to avoid negative consequences to its students by offering programs not necessarily marketable and are non-compliant with Government Regulations.

To arrive at the following Report and Recommendations, this Fact Finder relied upon, among other things, the following criteria:

- The current operative SGP’s, Memoranda of Understandings and “status quo” provisions.
- The reliable and credible testimony provided, the evidence presented at the Fact Finding hearing, discussions with the appointed mediator and further clarifications given to questions of this Fact Finder.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other Community Colleges in neighboring communities, and employees doing similar work, giving consideration to factors peculiar to Harrisburg Area Community College and the Central Pennsylvania market.

¹ Wikipedia excerpt.

- The interest and welfare of taxpayers and students, and the ability of the College to finance and administer the Recommendations proposed, as well as compliance with Government Regulations.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the *initial* collective bargaining agreement created through this process.
- Due consideration for a fair and equitable contract for members of the unit, as well as consideration of retention of valued employees, on the one hand. On the other, due consideration of an ability of the College to appropriately manage the operation of classes, including required flexibility to adjust to changes in student population, requirements and the pressures exerted by external job markets.

The Recommendations that follow constitute the settlement proposals upon which the parties are now required to act as directed by PLRB regulation and statute. A vote to accept the report does not constitute agreement with, nor endorsement of the rationale contained therein. Rather, it represents only an agreement to resolve the issues by adopting the Recommendations, and achieve an initial collective bargaining agreement.

The parties are directed to review the report and within ten (10) days, notify the PLRB of their decision to “accept” or “reject” the Recommendations. The report will be released to the public if not accepted by one or both of the parties. A failure to respond equates to a “reject” vote.

OPEN ISSUES:

As previously stated, the Association cited one hundred and sixty-two (162) open issues, with the College citing much less in the way of open issues, at the time of the Fact Finding hearing. The Association proposal seeks an initial CBA of eighty-four (84) Articles. Encompassed within these proposed Articles are contained multiple “open issues.” The College proposes an initial CBA of forty (40) Articles. The College response to many of the Association proposals is the statement that it believes the CBA does not require the specific sought-after language, nor is it a bargainable issue. In all instances, both parties provide a brief rationale for their respective positions. In many instances, the College believes a given proposal falls under the rights of management to properly operate the College, including the ability to select and direct proper qualified personnel. In many instances, the Association believes specific language is needed in order to attract and maintain qualified and quality instructors; as well as provide a measure of employment security, structure, preferences, and shared governance regarding critical decisions; or that the proposal already exists as a

matter of practice or policy (SGP). Rather than provide extensive explanation and verbiage for one hundred sixty-two (162) open issues in this report, I will focus on the proposed/recommended(84) Articles, with a brief explanation of the rationale for the respective positions, followed by the recommendation of this Fact Finder, with a very brief rationale.

DISCUSSION AND RECOMMENDATIONS:

1.ARTICLE I- DEFINITIONS

ASSOCIATION AND COLLEGE POSITION:

The parties agree and understand that it is beneficial to establish certain terms applicable to the environment at HACC and this specific bargaining unit, and to define their meaning(s). The parties have identified over one hundred (100) terms that they view as beneficial to have part of a CBA. The parties have been successful through their negotiations in agreeing to the specific meaning attached to some specific terms. Both parties expressed interest in continuing these discussions apart from the Fact Finding process in attempting to arrive at amicable definitions.

RECOMMENDATION AND RATIONALE:

Based on the progress established through negotiations, as well as recognizing the benefit in defining these terms, I recommend adoption of Article I, Definitions, as well as I recommend that post-ratification, the parties continue to work diligently and faithfully and meet to arrive at definitions of applicable and appropriate terms .

ARTICLE II- COLLEGE PROVIDED INFORMATION

ASSOCIATION AND COLLEGE POSITION

Both parties propose language to be included in the CBA pertaining to provision of requested information by the Association for the purpose of negotiations or implementation of the CBA. Both parties are in agreement to provide, the only dispute being the number of days required in which to provide the information.

RECOMMENDATION AND RATIONALE:

Based on a common “meeting of the minds” regarding this matter, I recommend adoption of Article II, College Provided Information, with the following language:

“The College shall make available to the Association, upon its request and within a reasonable time, but no later than forty-five (45) calendar days thereafter, such statistical and financial information related to the Bargaining Unit and in the possession of the College,

as is necessary for the implementation of this Agreement, and for the negotiations of a successor Agreement. Under unusual circumstances, the College may issue a notice extending for not more than ten (10) business days, the period during which it shall respond to such a request. The College will make every effort to ensure the information is correct. It is understood that nothing in this provision shall be construed to require the College to compile information and statistics in the form requested, if not already available in that form, unless mutually agreed.”

ARTICLE III-TERM OF AGREEMENT

ASSOCIATION AND COLLEGE POSITION:

The parties have reached prior tentative agreement on most of this Article, the only difference remaining is the proposed term. The Association proposes a term until June 30, 2026, while the College proposes a term until June 30, 2027.

RECOMMENDATION AND RATIONALE:

Based on the fact that a three (3) year term would require the parties to begin at least preparation for negotiations in less than a year, and also the fact that insufficient time would then be allowed to transpire to properly evaluate the current CBA terms and conditions, I recommend adoption of a term expiring June 30, 2027. I recommend adoption of the following language of Article III, Term of Agreement, in addition to the language already agreed upon by the parties prior to Fact Finding:

“This Agreement shall remain in full force and effect until 11:59 PM, EST, June 30, 2027”

ARTICLE IV- ASSOCIATION RIGHTS AND RECOGNITION (HACCEA SECURITY)

ASSOCIATION AND COLLEGE POSITIONS:

The parties have reached tentative agreement pertaining matters identifying bargaining unit/classification distinctions. Those agreements should be included as part of this Article. The remaining areas of disagreement pertain to:

- B. 2. (Association access to bargaining unit members)
- B.3. (Provision to the Association of bargaining unit member information)
- B.4. (Permission of management to attend faculty meetings)
- B.6. (Association use of email system)
- B.7. (When lists of unit members are provided to Association)
- B.8. (compensation for Association negotiating team members)

The College does not believe language pertaining to these matters is necessary to be in the CBA.

RECOMMENDATION AND RATIONALE:

In addition to including the matters previously agreed to outside of Fact Finding pertaining to this Article, I recommend adoption of this Article, to include the following: (re-lettering/renumbering may be necessary by the parties)

B.3. “The Association President or Designee (i.e. Membership Chair for the Association) shall be provided the name, rank (Adjunct or Full-Time), salary, and all available contact information of any new bargaining unit employee within thirty (30) calendar days of the bargaining unit employee’s start date of employment or transfer to a new position.”

B.7. “The College shall provide a complete and accurate list of bargaining unit members no later than ten (10) calendar days of the latest starting part of Fall Term; within ten (10) calendar days of the latest starting part of Spring Term; and no later than ten (10) calendar days of the latest starting part of Summer Term. The list shall include the bargaining unit employee’s first and last name; academic school; discipline (if applicable); professional rank; FT or PT status (FT, Adjunct, 9.5 month or 12 month); department; and date of initial hire, either as an Adjunct Faculty, or first date of hire in a Full-Time Faculty position.”

ARTICLE V – MANAGEMENT RIGHTS

COLLEGE POSITION:

The College proposes to add language providing a comprehensive statement of rights that avoid conflict and potential grievances. The College seeks to have more discretion in its operating decisions, and it provides examples of language agreed to in other CBAs.

ASSOCIATION POSITION:

The Association proposes language recognizing management’s right to direct the workforce, however it also proposes other Articles that provide specific exceptions to areas of the rights of management rights.

RECOMMENDATION AND RATIONALE:

Upon thorough review and consideration of the right to direct the work force, balanced with the terms proposed by the Association in certain Articles, I recommend adoption of the following language under the Article V-Management Rights:

1. It is understood and agreed that the College, at its sound discretion and in accordance with applicable laws, possesses the right to manage all operations, including the direction of the workforce, except where specifically modified by this Agreement; to determine qualifications and hiring and selection criteria; the direction of personnel; the determination of class size(s) and location(s) of work assignments; the modality of the course offering; to decide whether or not a particular course shall be offered; the right to plan, direct and control the operation of all equipment and other property of the College, except as modified by this Agreement; the right to determine the degrees, programs and curriculum offered; the right to discipline, suspend or discharge a bargaining unit employee,

subject to the provisions of this Agreement; and the right to take action to maintain the efficiency of the operations of the College. Matters of inherent managerial policy are reserved exclusively to the College, including but not limited to the right to determine the organizational structure and the overall budget and budgetary and financial procedures utilized; and the utilization of technology.

2. The listing of specific rights in this Article is not intended to be nor should it be considered restrictive or as waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the College in the past.
3. This Agreement supercedes the Shared Governance Policies (SGP) and Handbooks where there is a direct conflict between the terms of the Agreement and SGP.
4. Current bargaining unit employees who have a 100% online instruction component of their workload as of the date of ratification shall be “grandfathered,” as pertains to that specific online component.

ARTICLE VI- VACANCIES

COLLEGE POSITION:

The College does not believe an Article in the CBA pertaining to vacancies is necessary. The College seeks to maximize discretion in its appointment/assignment to classes.

ASSOCIATION POSITION:

The Association proposes several criteria for identifying candidates for vacancies, recognizing preferences for seniority, qualifications, location and modality.

RECOMMENDATION AND RATIONALE:

In striking a balance between management discretion and ability to provide the best services to students, while recognizing some degree of preference for bargaining unit employees, I recommend the following language to comprise in its entirety, Article VI, Vacancies:

1. When a Full-time Faculty vacancy occurs which the College intends to fill, the College shall post a notice of said internal vacancy for fifteen (15) calendar days. Such posting will be made on the College website, at a minimum.
2. ‘Qualified’ (for the purposes of #2 above) shall be defined as fully qualified/certified to teach at the College; fully qualified/certified to teach the specific course(s), within the discipline, based on experience, qualifications, and standards as determined by the College, for which they are applying; as well as to demonstrate competency to teach, as determined by the College.
3. Faculty shall be hired to teach at any location, as determined by the College.
4. Qualified (as determined by the College in its sole discretion) Adjunct bargaining unit employees who apply for new or vacant Full-time Faculty positions that the College intends to fill, and who otherwise meet the minimum qualifications for the

position which they are applying shall automatically move to the 2nd round of the interview process and be treated the same as all other applicants for that position, for the purpose of the interview. This shall in no way be interpreted as a guarantee of selection.

ARTICLE VII- SALARIES

ASSOCIATION POSITION:

The Association proposes salary increases of 8% across- the -board for all bargaining unit employees in each contract year. The Association proposes raising minimum salaries as well as establishing maximum salaries. The Association seeks equity on how its members are compensated, with elimination of less senior employees earning more than their more senior counterparts. The Association seeks CBA codification of adjunct tier rates, differentiation between Assistant/Associate/ Professor ranks, as well as payments for attainment of certifications and degrees. Finally, the Association seeks initial salary placement groups; recognition of relationship between seniority and salary; and stipends for high-priority occupation areas.

COLLEGE POSITION:

The College seeks to maintain its ability to compensate at its discretion, based on competitiveness and reasonableness in the market. The College rejects the Association's proposals as creating undue financial burden on the College. The College proposes across-the board increases of 2.75%; 2.5%; and 2.5% respectively in each year of the Agreement. The College maintains that Adjunct faculty are compensated higher than Adjuncts at comparable colleges. The College wishes to maintain flexibility in compensation for employees as required for high-priority occupation areas, as well as other areas where recruitment is crucial but difficult. The College seeks to retain the ability to adjust for internal equities and external market factors by offering salary adjustments at its discretion.

RECOMMENDATION AND RATIONALE:

Both parties' proposed salary increases border on the extreme. Additionally, the matter of retroactivity is present in both sides' proposals. The Association proposal seeks to remove all discretion from the College regarding compensation. The College proposal ignores much of the Association argument of existing inequities and the concern that they will continue into perpetuity. A fair and equitable resolution demands compromise on one hand, and further discussion and research on the other. Both sides present valid argument to support their positions. This being an initial CBA, the parties would be prudent to take more conservative steps regarding overall salary, but to continue to monitor and document inequities and solutions for future Agreements. Therefore, I recommend the following be adopted:

- A. All bargaining unit employees shall receive a 6% across-the board increase, effective July 1, 2024.
- B. All bargaining unit employees shall receive a 3.75% across-the board increase, effective July 1, 2025.

- C. All bargaining unit employees shall receive a 3.75% across-the board increase, effective July 1, 2026.
- D. There shall be no retroactivity awarded.
- E. The above across-the board increases will be applied to the “Tiers” rates and Professional rank rates, in each contract year.
- F. The minimum base annual salary for full-time 9.5 month bargaining unit employees employed as of July 1, 2024 shall be \$52,000.
- G. The minimum base annual salary for full-time 9.5 month bargaining unit employees employed as of July 1, 2025 shall be \$54,000.
- H. The minimum base annual salary for full-time 9.5 month bargaining unit employees employed as of July 1, 2026 shall be \$56,000.
- I. The minimum base annual salary for full-time 12 month bargaining unit employees employed as of July 1, 2024 shall be \$63,000.
- J. The minimum base annual salary for full-time 12 month bargaining unit employees employed as of July 1, 2025 shall be \$65,000.
- K. The minimum base annual salary for full-time 12 month bargaining unit employees employed as of July 1, 2026 shall be \$67,000.

-Effective contract year July 1, 2024-June 30, 2025 and retroactive to attainment earned July 1, 2022, any bargaining unit member who attains the following educational achievements shall receive the following one-time stipends to be paid in a lump sum payment, and the stipend will be rolled into their base salary, on the first pay of the next Academic year:

Payment for all three (3) contract years:

1. \$500 for the attainment of an Associate, Bachelor or Master’s Degree beyond what is required in the minimum qualifications for the job.
2. \$500 for the attainment of the College-approved ABD (all but dissertation) and an additional \$2000 for the attainment of the College-approved Doctorate Degree.

The granting of these payments are subject to being job-related and relevant, as determined by the College, and receiving prior approval of the College.

- Current Ranks (five (5)) will remain the same for all contract years. An employee must remain in Rank for five (5) years to be eligible for a Rank promotion.

-Bargaining unit employees who were approved for rank/promotion changes during the 2022-2023 and 2023-2024 contract years, which were to take effect during the 2024-2025 contract year, shall have two thousand dollars (\$2,000) added to their 2024-2025 salary after the recommended increase is added. Applicable rank/promotion increases will continue through the term of the CBA.

ARTICLE VIII-SUBCONTRACTING

ASSOCIATION POSITION:

The Association proposes language restricting work to exclusively being performed by bargaining unit members as certified by the PLRB. The Association provides that the only exception would be in a situation of unavailability by a member, and then only after a search and approval by the Association.

COLLEGE POSITION:

The College seeks language granting the ability to subcontract all or any portion of operations and to exercise sole authority on all decisions involving academic matters.

RECOMMENDATION AND RATIONALE:

Experience has shown that some form of contract language, incorporating the positions of both sides, within operational reason, benefits both parties and prevents future voluminous legal challenges. Therefore, I recommend the following language and Article to be included in the CBA:

1. Except as provided for in 2. below, the College may contract assign bargaining unit work for:
 - a. Legitimate operational reasons resulting in reasonable cost savings or improved delivery of services;
 - b. Legitimate operational reasons resulting from technological changes;
 - c. Where there are insufficient numbers of available, competent, qualified bargaining unit employees on layoff, or where there are insufficient number of employees expressing an interest in the work; or
 - d. There are insufficient numbers of employees/candidates qualified to perform the work/instruction.
2. The College may not subcontract bargaining unit work where:
 - a. Such work subcontracted would result in the layoff or downgrading of a current Full-time Faculty employee;
 - b. Such work would prevent the return to work of an available and competent, qualified Full-time Faculty employee; or
 - c. It is work that becomes available as a result of retirement, termination, promotion, resignation, or reassignment that otherwise creates a vacancy that the College intends to otherwise fill.
3. This Article does not apply to the high school/college program, and that program is exempt from the terms of this Article.
4. When the College intends to assign work in accordance with 1. above, it shall provide the Association with as much advance notice as possible. The Association reserves the right to meet and discuss the rationale/reasons for the assignment of work under 1. above. Should meet and discuss occur, the College shall provide the Association with all information in its possession to support a claim under 1. a., b., c., or d. above. The Association shall have the opportunity to provide alternative methods to achieve the College's desired result. The

decision to proceed with the assignment of the work in accordance with 1. above is a matter of the College's discretion, and is subject to the Grievance and Arbitration procedure, to determine if the rationale supplied for assigning work under 1. a., b., c., or d. is reasonable, and did not violate the provisions of 2. a., b. or c. above.

ARTICLE IX- DEPARTMENT CHAIRS

ASSOCIATION POSITION:

The Association proposes establishing of criteria/qualifications for a Chairperson assignment, as well as establishment of a stipend specified in the CBA.

COLLEGE POSITION:

The College maintains that selection and criteria for selection of Department Chairs is a management prerogative.

RECOMMENDATION AND RATIONALE:

Based on evaluation of both sides' proposals, I recommend adoption of CBA language as follows:

- A. The duration of the Department Chair is at the discretion of the College.
- B. The selection of a Department Chair is at the discretion of the College, subject to item #C, and giving due consideration to seniority and work performance.
- C. Candidates for Department Chair must be tenured.
- D. Department Chair vacancies shall be announced internally to Faculty.
- E. An additional stipend, will be provided to an individual awarded the Department Chair assignment, as follows, in each year of the CBA:
 - 1. \$18,000 per year for a 9.5 month bargaining unit employee;
 - 2. \$10,000 per year for a 12 month bargaining unit employee.
- F. Department Chairs shall return to a regular Faculty assignment upon completion of their Chair term.
- G. The Department Chair vacancy announcement shall include anticipated stipend, discipline, and anticipated term of service.

ARTICLE X-SUBSTITUTE PAY

ASSOCIATION POSITION:

The Association proposes substitute pay according to a CBA mandated formula.

COLLEGE POSITION:

The College proposes to maintain discretion in hiring temporary Full-time Faculty on an as needed basis.

RECOMMENDATION AND RATIONALE:

I recommend adoption of the following language for an Article X of the CBA:

1. The College maintains the discretion to hire temporary Full-time Faculty on an as needed basis.
2. The parties will form a Joint Committee as soon as reasonably practical, to establish the pro-rated formula for payment. Should the Committee not reach consensus on a pro-rated formula, the College may institute a formula at its sole determination.

ARTICLE XI-PROBATIONARY PERIOD

ASSOCIATION POSITION:

The Association proposes a minimal probation period for both Full-time and Adjunct Faculty, as well as the requirement to show “good cause” for discipline matters.

COLLEGE POSITION:

The College proposes a longer tenure track probation, which is consistent with current practices, as well as no grievance machinery protection for disciplinary matters.

RECOMMENDATION AND RATIONALE:

For greater consistency with other market institutions, I recommend the following be adopted as Article XI, reflective predominantly of the College proposal, and predominantly rejection of the Association language:

The probation period for tenure-track Faculty consists of annual appointments over four (4) years. The performance of tenure-track faculty members shall be evaluated annually in order to be considered for re-appointment. The Faculty members shall be reviewed for tenure recommendation during their fourth year of tenure process. Time spent on leave of absence by tenure-track Faculty members shall not be included in determining entitlement to appointment with tenure.

- A. The Association shall represent probationary bargaining unit employees for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment. A probationary employee may be discharged or disciplined for any reason deemed proper by the College without recourse to the contractual grievance procedure.

ARTICLE XII-WORK YEAR

ASSOCIATION AND COLLEGE POSITIONS:

Both sides appear to present similar proposals regarding the work year for Full-time and Adjunct faculty. The parties appear to be in agreement on several points.

RECOMMENDATION AND RATIONALE:

Incorporating the parties’ proposals, which seem reasonable and consistent with current operations, I recommend including Article XII in the CBA, to read as follows:

1. Work Year by Semester/Term

- A. The work year for full-time bargaining unit employees may either be an academic year (9.5 months) or full year (12 months) period. When hiring new bargaining unit employees, the determination as to the work year of such appointment is at the sole discretion of the College.
- B. Bargaining unit employees shall not be required to work on days when the College is closed.
- C. For academic year, Full-time bargaining unit members:
 - 1. Fall semester-the first workday shall be the Monday of the week before the week which starts classes for students. The final work day shall be close of business on the final date for which grades are due.
 - 2. Spring semester- the first workday shall be the Monday of the week before the week which starts classes for students. The final work day shall be close of business on the final date for which grades are due.
- D. For full-year, Full-time bargaining unit members:
 - 1. The work year shall be July 1st to June 30th each year.
- E. Adjunct Faculty teaching credit courses:
 - 1. The first workday shall be the first student day of the Fall and Spring semester in the part of term in which the Adjunct Faculty member is teaching. The final workday for Adjunct Faculty shall be close of business on the final date grades are due in the Fall and Spring semester.
- F. Academic year Faculty (9.5 month) and Adjunct Faculty shall not work during Fall break and mid-term break, except for a professional development day or a day previously established as a grading deadline for mid-term grades or first half-semester course final grades .
- G. Summer and Winter semesters-All Faculty:
 - 1. The first work day shall be the first student day in the part of term in which the Faculty member is teaching. The final work day shall be close of business on the day grades are due for the term.

2. Bargaining Unit Employee Pay Hours

A. Base pay teaching load for academic year (9.5 month), full-time bargaining unit employees shall be fifteen (15) workload hours per semester (Fall and Spring) or thirty (30) workload hours per work year. If an academic year (9.5 month) Full-time bargaining unit employee agrees to teach a Winter term course, the member may choose to have the workload count as part of their required Spring workload, or as overload.

B. Base pay for full year, Full-time (12 month) bargaining unit employees shall be fifteen (15) workload hours in each of Fall and Spring semesters, and twelve (12) hours during the summer, or forty-two (42) pay hours annually.

3. Full-time Library Faculty-shall work 37.5 hours per week to cover all Faculty responsibilities.

4. Exceptions to Standard for Determining Bargaining Unit Employees Pay Hours:

A. Bargaining unit employees shall be paid a pro-rated amount per student at the established Tier rate for independent studies and field experiences. Private lessons are paid at an established flat rate.

B. Full-time bargaining unit employees teaching overloads shall be compensated at the established Tier rate.

4. Credit Release-Department Chair/Program Directors:

A. Department Chairs-12 credit release per semester

B. Program Directors- 6 credit release per program

C. Nursing Program Directors- 12 credit release per semester

D. Director of Clinical Education- 6 credit release per semester

E. Dental Hygiene Program Director-9 credit release per semester

F. The requirements of summer teaching obligations are the sole determination of the College for each of the above listed areas.

ARTICLE XIII-TRAVEL REIMBURSEMENT

ASSOCIATION POSITION:

The Association proposes expansion of the current practice to be reimbursed at standard IRS regulation, as well as recognition of home campus travel specifications.

COLLEGE POSITION:

The College proposes reimbursement consistent with current practice of reimbursement consistent with non-union employees.

RECOMMENDATION AND RATIONALE:

A common industry practice is to reimburse for employer-directed/required travel at the standard IRS rate. Therefore I recommend adoption of the following as language in an Article XIII of the CBA:

“All Faculty, when directed by the College, and are required to travel as a part of employment, and exclusive of the employee’s normal drive between their residence and a HACC campus, shall be reimbursed for all actual miles driven , as well as any applicable tolls or parking costs. The rate of reimbursement will be the standard IRS reimbursement rate at the time of the travel.”

ARTICLE XIV- PROVIDING FACULTY EQUIPMENT AND TECHNOLOGY

ASSOCIATION AND COLLEGE POSITION:

Both parties have made proposals in this area are basically of one accord in these areas.

RECOMMENDATION AND RATIONALE:

In consideration of the necessity and practicality of the parties' proposals, I recommend the following language to be incorporated into an Article XIV of the CBA:

- A. All full-time bargaining unit employees shall be provided the same technology and equipment options, and access to such equipment and technology as required, as by the course they are instructing.
- B. The College's Office of Information Technology shall be responsible for the servicing and administration of all assigned College-owned devices.
- C. Adjunct faculty shall have access to equipment and technology on-campus as required by the College.
- D. All bargaining unit employees shall be required to comply with the same technology policies , procedures, or agreements as non-union College employees.

ARTICLE XV-COMPLIANCE TRAINING

ASSOCIATION POSITION:

The Association proposes language regarding completion of compliance training requirements, as well as compensation for costs incurred, and proper timely notice of required training.

COLLEGE POSITION:

The College contends that no CBA Article is required, as it already requires faculty to obtain necessary clearances and compliance training as a condition of employment.

RECOMMENDATION AND RATIONALE:

It is prudent to include a provision for compliance training that is already required as a condition of employment. Therefore I recommend the following as language in an Article XV of the CBA:

- A. All Faculty shall complete compliance training/clearance requirements/renewals as a condition of their employment.
- B. All Faculty shall be provided as much advance notice as possible of any new required compliance training mandates.
- C. All Faculty shall be provided no less than ninety (90) calendar days from notification, to complete any required compliance training/clearance requirements, unless otherwise required by law.
- D. Adjunct Faculty will be provided up to two (2) hours of pay per academic year at their appropriate rate to complete any College-mandated training.

ARTICLE XVI- INCOMPLETE GRADING PAY

ASSOCIATION POSITION:

The Association specifically seeks this pay for Adjunct faculty, as this work and time expended is currently not compensated, and it could conceivably involve several students each semester.

COLLEGE POSITION:

The College agrees with an amendment to the Association position that no bargaining unit members receive this pay.

RECOMMENDATION AND RATIONALE:

As the Association makes a compelling argument in favor of this provision for Adjunct Faculty, I recommend the following language be adopted as an Article XVI of the CBA:

- A. Full-time Faculty shall complete the grading and grade change submissions for students earning an “incomplete” grade in their course as part of their expected workload.
- B. Adjunct Faculty shall complete the grading and grade change submissions for students earning an incomplete grade for their course at a pay rate of \$100 per student if the request for an incomplete is as a result of a Title IX, ADA request or they are directed to do so by their supervisor.

ARTICLE XVII- JOINT COMMITTEES

ASSOCIATION POSITION:

The Association proposes several categories of paid professional assignments for participation on Joint Committees. The Association also proposes criteria for selection, calculation of appropriate release time, as well requirement of mutual agreement in many areas related to Joint Committees.

COLLEGE POSITION:

The College maintains that participation in professional assignments, as well as calculation of compensation and release time falls under the discretion and jurisdiction of management. The College also opposes the Association proposal on the grounds that it places an undue financial hardship on the College.

RECOMMENDATION AND RATIONALE:

While I recommend rejection of much of the Association proposal, it is fair and reasonable to require appropriate compensation and/or release time when the College requests or requires a bargaining unit member to participate on a Committee. Therefore, I recommend the following language comprise the entirety of Article XVII:

“Bargaining unit members who are requested/required to serve on Committees shall be compensated at their applicable Tier rate, or PPA rate as appropriate.”

ARTICLE XVIII-WORK EXPECTATIONS- GENERAL RESPONSIBILITIES

ASSOCIATION POSITION:

The Association proposes to delineate in the CBA the general responsibilities expected and required of bargaining unit members, as well as advising and professional development compensation/provisions.

COLLEGE POSITION:

The College contends there is no need for this Article in the CBA, as it is management's right to determine the standard of service provided, as well as fiscally excessive.

RECOMMENDATION AND RATIONALE:

As the Association proposal includes basic service and employment standards, and is indicative of general, and not all-inclusive standards and responsibilities, I recommend the parties adopt the following language as comprising Article XVIII:

1. GENERAL EXPECTATIONS

- A. It is expected that bargaining unit members shall fulfill the following responsibilities:
 - 1. Adhere to all College policies and procedures, except as otherwise modified in the Agreement.
 - 2. Timely review all professional/work-related communications, and respond to student, colleague and supervisory communications, as appropriate, within two (2) business days, unless otherwise excused.
 - 3. Attend their primary department/discipline meetings, if Full-Time, unless otherwise excused.
 - 4. Attend commencement a minimum of once every two (2) years, if Full-Time.
 - 5. Fulfill the primary professional responsibilities of a teaching/Information Science Faculty member.
- B. It is understood that the responsibilities listed above are not all-inclusive, and the College reserves the right to determine standards of service and job responsibilities.

2. ADVISING (Only Full-Time Faculty, unless otherwise noted)

- A. Full-Time Faculty (excluding first-year tenure-track Faculty) are expected to participate in academic advising activities during the bargaining unit member's applicable contract year.
- B. The College shall provide Faculty with all necessary training to serve as Faculty advisors.
- C. While first-year tenure-track Faculty shall not be assigned advisees, they shall participate in new Faculty advisor training.
- D. The College shall communicate changes and provide training to Faculty in advising practices or procedures no less than four (4) months prior to the expected implementation of changes.
- E. Full-Time Faculty (other than first-year tenure-track Faculty) shall be responsible to advise a maximum of fifteen (15) students. Should the Full-Time Faculty member's

advising list exceed this maximum in any given semester, each additional student beyond this maximum shall result in compensation of fifty dollars (\$50.00) per student, per semester.

3. PROFESSIONAL DEVELOPMENT

- A. Each Full-time Faculty shall engage in at least ten (10) hours of professional growth and development activities in each academic year. Each Full-time Faculty shall be allocated a maximum of \$1,500 in support of professional development.
- B. Effective academic year 2026-2027, each Full-time Faculty member shall be allocated a maximum of \$2,000 in support of professional development.

ARTICLE XIX- PAID PROFESSIONAL ASSIGNMENTS-“PPA’S”

ASSOCIATION POSITION:

The Association contends that its proposal reflects nearly all current PPA’s being assigned and received. The Association asserts that these additional assignments are currently compensated, and that current language in an SGP needs to be memorialized in the CBA.

COLLEGE POSITION:

The College asserts that the Association proposal is costly, and that assignment to additional work is at the discretion of the College.

RECOMMENDATION AND RATIONALE:

Without dispute, compensation for extra work is a requirement, as well as the fact the College has the right to assign and approve PPA’s, with any employee normally holding the right to not accept. PPA’s are currently offered at a determined rate of pay. Without evidence of any problems, I recommend this process, as delineated in SGP 404 continue. I recommend adoption of the thirty-four (34) current assignments (Assessment Coordinator (department)) through and including Search Committee Chair, and including C.I.T.E as proposed by the Association, and accompanying Description/PPA Amount. I recommend refusal to adopt the additional nine (9) PPA’s proposed by the Association, with CBA language clarifying some points, as follows:

- 1. Faculty who are assigned non-instructional extra duty by the College for Faculty-appropriate, substantial, complex, non-teaching assignments to advance the mission of the College or to support the operation of the College, execution of contracts, or relationships with external bodies shall be provided extra compensation with the right to refuse the assignment.
- 2. PPA’s are granted for a specific time period only. To be continued, a request must be re-submitted when the specific time period expires. PPA documentation is kept current in the Faculty member’s official personnel file, academic department file, and in the office of the CAO.

3. PPA's may be requested by a Faculty member, by a department chair, or administrator when specific projects need to be accomplished or institutionally-specified as part of a standard assignment.
4. All PPA requests must be submitted to the Chief Academic Officer (CAO) for final approval.
5. Faculty will be informed as to the decision on their PPA request/assignment at the earliest possible date, but no later than 21 calendar days prior to the beginning of the semester or term.
6. It is understood that one (1) PPA = one (1) credit.
7. PPA's not taken as in-load are paid as overload.
8. Full-time Faculty may accept assignments as "in-load" to meet the minimum required workload for each academic year, or they may accept compensation at the current applicable Tier rate (three (3) credits = three (3) times the one (1) credit Tier rate.
9. Adjunct Faculty will be compensated at their applicable Tier rate.
10. PPA assignments in addition to the thirty-four (34) current PPA's, with assignment of Description and PPA Amount, may be developed and/or approved at the discretion of the College.
11. PPA assignments, including those currently in existence may be discontinued at the discretion of the College, provided one semester advance notice is given to the Association and the Faculty member.

ARTICLE XX- COURSE SCHEDULING

ASSOCIATION POSITION:

The Association proposes contractual language regarding the process of Faculty scheduling; seniority-based semester course selection; calculation of seniority; overload specifications; class collapse in low-enrolled classes; modality and work location.

COLLEGE POSITION:

The College contends that administrative practices, including assignment of work, staffing of courses and timing of scheduling are a management right. The College does not agree with maintaining a seniority list for Adjunct Faculty. The College does not agree with seniority based on "discipline", but rather overall seniority based on first date of hire in a Full-Time Faculty position. The College contends that scheduling by seniority prohibits assignment of diversity-based perspectives. The College contends that "online" is not a Middle States or College designation, as well as it does not recognize a "home campus." Finally, the College contends assignment of work, specifically overload, is a management right.

RECOMMENDATION AND RATIONALE:

I recognize the strong desire of the College to maintain complete management discretion in the area of scheduling. I also recognize the strong desire of the Association to bargain and achieve a recognition of seniority in as many areas as possible. I believe it is reasonable to strike a balance in the parties' initial CBA. I believe the Association is not unreasonable in seeking seniority recognition for at a minimum, Full-time Faculty, as well as provide some recognition for Adjunct Faculty, granted that I recommend some type of avenue for Adjunct Faculty to move to a Full-time position in the recommended Article on Vacancies.

Based on my thorough review of the parties' proposals, I recommend adoption of the following language to comprise Article XIX in the CBA: (Note: certain provisions of this Article are part of recommendation in Article IV and should be read in conjunction with that Article.)

The following process/language is effective with the Summer semester, 2025

A. COURSE SCHEDULING

1. The Office of Academic Affairs shall have overall responsibility for the creation of the schedule of classes across the College.
2. The College shall provide Full-Time bargaining unit employees with the opportunity to fulfill their contractual load each fiscal year.
3. Full-time Faculty teaching load shall be fifteen (15) workload credits per semester (Spring and Fall) to total thirty (30) workload credits per academic year.
4. In the event an underload occurs, the College will make every reasonable effort to provide the Full-time bargaining unit employee an alternative way in which to meet their load.
5. Should an underload occur, the bargaining unit employee's salary will not be reduced.
6. Adjunct Faculty workload in an academic year is at the discretion of the College.
7. Each year, seniority/information lists will be provided in accordance with Article IV, B.3. and B.7.
8. Faculty shall have three (3) calendar days from the issuance of each seniority list to address discrepancies with the seniority list. The list shall be considered final after the three (3) day challenge period, or when all challenges have been resolved.
9. Ties in seniority shall be determined by hire date first, and then if a tie still exists, by the drawing of lots.
10. The College shall provide the full course schedule no less than three (3) months prior to the beginning of each semester, indicating the information normally included as per the postings.

B. COURSE SELECTION-SUMMER, FALL and SPRING

1. The course schedule and seniority lists are released in accordance with #7 and #10 above.
2. The course schedule shall include for each course its course number, its modality/location, day and time, and start and end date.
3. A Faculty member selecting a course must be "course qualified" as determined by the College.
4. New hires occurring after the issuance of the seniority/information lists referenced above (Article IV, Section B.3/B.7.) shall be added at the time of course selection for each applicable semester course selection process. Assignment to courses for new hires referenced in this Section shall be made at the discretion of the College for their initial semester.
5. Current Full-Time Faculty who have not been placed on a Performance Remediation Plan (PRP) in the previous twelve (12) month period shall select courses in order of discipline seniority based on their first date of hire, provided they are "course qualified."
6. 100% Full-time online Faculty shall select their first course first, beginning with the most senior 100% online Full-time Faculty member. All current 100% Full-time online Faculty in discipline will select until they have met their minimum workload requirement.
7. All Full-time Faculty, other than 100% online Faculty, not placed on a PRP in the previous twelve (12) month period shall select courses in order of discipline, beginning with most senior, then the second most senior shall select a course, the process continuing until all current Full-time Faculty have met the minimum workload requirement.
8. Following this procedure, members who have been placed on a PRP, with the consultation of their supervisor (s) shall select their courses.
9. It is understood that tenure-track employees shall select courses that enhance their scope to best qualify their opportunities for tenure. As such, tenure track employees should consult with their supervisor(s) when selecting courses.
10. This process shall continue until such time as all courses have been selected, as determined by the College.
11. "Course qualified" Adjunct Faculty, unless placed on a PRP in the previous twelve (12) month period, shall then have opportunity to select courses until the College determines courses are filled appropriately.
12. The course selection process shall conclude as expeditiously as possible, with both parties acknowledging mutual responsibility in the posting of lists/courses and individual employee selection, and in any event, shall conclude no later than forty-five (45) calendar days following the issuance of seniority lists/course schedule.
13. Fall and Spring semester scheduling shall follow the same sequence as above.

14. The course selection process for the Winter semester is at the discretion of the College.

C. CALCULATION OF SENIORITY FOR THE PURPOSE OF COURSE SELECTION

1. One year of seniority in a discipline shall be earned by a bargaining unit member upon the completion of one (1) course in discipline in a one (1) year period. (August 15-August 14) The course may be completed in the Fall, Spring or Summer semester. A bargaining unit employee may accrue seniority in any discipline in which they teach.
2. For Library/Information Science Faculty, forty-two (42) hours worked in one (1) year shall equate to one (1) year of discipline seniority.
3. Faculty members may accrue seniority in more than one (1) discipline in any year, provided the Faculty member engages in the necessary activities (teaching, library or counseling) to accrue seniority in that discipline.

D. OVERLOAD

1. Overload is capped at six (6) workload credits per semester above an employee's Full-time contractual class load.

E. MODALITY/WORK LOCATION

1. The College will make every effort to retain the work location of an employee's initial work assignment, giving primary consideration to the delivery of services to students. The College retains sole discretion as to the modality and delivery of a course.

ARTICLE XXI- STUDENT COURSE REGISTRATION

ASSOCIATION POSITION:

The Association proposes, as referenced in SGP 601, the students may not register after Registration ends, without approval of the Faculty member.

COLLEGE POSITION:

The College maintains that no CBA language is necessary on this matter.

RECOMMENDATION AND RATIONALE:

As no evidence of a problem has been introduced, and as the language currently appears in an SGP, I recommend adoption of the Association proposal:

"Registration is not allowed in any term by the student after the end of the Registration Period, except with the approval of the instructor teaching the class."

ARTICLE XXII- MAXIMUM CLASS SIZE AND FORM OF OVERLOAD PAY

ASSOCIATION POSITION:

The Association proposes adoption of language, consistent with SGP 713 and Form 335, as well as criteria for determining when a class reaches maximum size, and additionally, overload pay requirements for exceeding maximum enrollment.

COLLEGE POSITION:

The College contends no CBA language is necessary, as the determination of maximum enrollment is a management prerogative.

RECOMMENDATION AND RATIONALE:

As an SGP is currently valid, which includes the potential for additional compensation , as well as determination of maximum size based on pedagogy, modality, standard practices and national governing organizations, it is prudent to adopt significant portions of the SGP into the CBA. Therefore, I recommend adoption of the following:

Inclusion of the entire SGP 713 into the CBA as Article XXII.

ARTICLE XXIII- FACULTY EVALUATION PROCESS

ASSOCIATION POSITION:

The Association proposes Evaluation language based on what exists in the SGP 823 and SGP 840. The Association argues for an evaluation every three (3) years after reaching tenure, as well as providing that student feedback cannot be included in an evaluation. The Association proposal also addresses a remediation plan and addresses evaluating Full-time temporary employees.

COLLEGE POSITION:

The College proposes simplified language pertaining to annual evaluations for Full-Time tenured and tenure track employees, as well as evaluations for Adjuncts as deemed appropriate.

RECOMMENDATION AND RATIONALE:

As both sides are in agreement for evaluations to be completed, as well as current SGP's are in place to govern evaluations and remediation programs, I recommend adopting the following as Article XXIII:

- A. General:
 - 1. Full-time tenured and tenured track bargaining unit employees shall be evaluated once per year, at a minimum, and in accordance with the "Full-time tenured Faculty Evaluation" provisions below at C.
 - 2. Adjunct bargaining unit employees may be evaluated annually or as deemed appropriate or as necessary as determined by the College.
 - 3. The evaluation process measures employee performance, and where appropriate, encourages initiative and broad-based transformative approaches to an employee's responsibilities.

4. At the beginning of the evaluation period, employees may be asked to develop goals in support of the College's strategic plan or the functional unit plan and share/discuss them with their supervisor(s).
 5. Full-time Faculty are required to submit a self-assessment to their academic dean as part of their annual performance review.
 6. The academic dean authors the Faculty member's annual evaluation using the College-approved evaluation instrument.
 7. The comprehensive annual performance review of the Faculty member's professional competence shall include a copy of the employee's self-assessment, and a copy of the supervisor(s) evaluation of the employee's professional competence, as well as an assessment of progress towards achieving identifiable goals, if applicable. The appropriate academic administrator shall complete the evaluation and provide a copy to the Faculty member.
 8. The academic dean/supervisor (s) shall schedule a meeting with the Faculty member to review the evaluation when requested by either party.
 9. The academic dean/supervisor (s) will offer the employee an optional mid-year consultation regarding performance.
Faculty have the right to rebut the evaluation by submitting a written response to the next-level supervisor.
 10. Faculty who do not "meet expectations" overall will be given an opportunity to improve.
- B. Performance Remediation Plan (PRP): (I recommend adoption of the below SGP's with the addition of provisions)
- SGP 824 Handbook and Policy provisions, in addition to the following:
1. The remediation plan should be written to address the concerns noted in the evaluation.
 2. Include clear action specific to address the concerns.
 3. Include clear supports and/or actions by the supervisor (s)/College.
 4. Include a clear timeline for the improvement to be in place with a clearly stated end date, as well as potential consequences for non-improvement.
 5. A PRP is non-disciplinary in nature, however failure of a Faculty member to successfully complete the Plan may be used as a basis for discipline, in addition to restrictions on course scheduling (Article XX).
- C. Full-time Tenure-Track Evaluation Process- Including Use of Performance Remediation Plan.
1. A tenure-track Faculty member who is placed on a PRP shall have the timeline to achieve tenure suspended during the period of the PRP and shall not be included in determining entitlement to appointment to tenure. Successful completion of the PRP shall be deemed as successfully completing the work year which led to the PRP, and the timeline to achieve tenure shall resume from where it was paused at the start of the PRP.
 2. Time spent on leave of absence by tenure-track Faculty members shall not be included in determining entitlement to appointment to tenure.

3. Bargaining unit employees currently in tenured and tenure-track status, and since April 9, 2022, will retain that status upon ratification of the initial CBA.
4. (This Fact Finder recommends adoption of the provisions of the Association proposals (75 and 76) on this matter, with the exclusion of number #8 (Issue 75) in the proposal.)
5. (This Fact Finder recommends, in addition to inclusion of the above provisions, the adoption of SGP 805, Policy and Handbook, into the CBA, where the provisions of which are not in conflict with the recommendations above.)
6. In conjunction with the recommendation to shorten the tenure process from five (5) years to four (4) years, this Fact Finder recommends that the parties meet and discuss the specific process/timelines/portfolio requirements for tenure decision, utilizing SGP 805 as guidance. The final determination, should there be a conflict, rests with the College.

ARTICLE XXIV- PERSONAL PROPERTY PROTECTION

ASSOCIATION POSITION:

The Association seeks reimbursement for damaged personal items in the course of their employment.

COLLEGE POSITION:

The College does not believe CBA language is necessary.

RECOMMENDATION AND RATIONALE:

As the Association proposal is reasonable, fair and appears in many CBA's, I recommend the adoption of language as follows for Article XXIV:

“The College will reimburse an employee for items of clothing, valuables (including money) or other personal property which are damaged or destroyed and necessary for the performance of duties, and occurs while the bargaining unit employee is properly performing their duties. The condition of the clothing or personal property immediately prior to such damage/destruction shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence.”

ARTICLE XXV- EMPLOYEE SAFETY

ASSOCIATION POSITION:

The Association seeks language in the CBA requiring provision of a safe working environment, as well as notice to employees regarding safety procedures at the College.

COLLEGE POSITION:

The College did not propose specific CBA language, but it does not dispute the entitlement to a safe working environment.

RECOMMENDATION AND RATIONALE:

In consideration of the reasonableness of the topic, I recommend the inclusion of the following language in Article XXV of the CBA:

“ The College shall provide a safe, clean, healthy and secure workplace for its employees. The College shall comply with all applicable safety standards. The College shall make available access to Safety policies (SGP 300) in effect at the College, during an employee’s initial orientation.”

ARTICLE XXVI-FACILITIES, UNIFORMS AND EQUIPMENT

ASSOCIATION POSITION:

The Association proposes inclusion in the CBA of specific provisions for private workspace, equipment and uniforms, temperature-controlled parameters, and email access guarantees for Adjunct Faculty.

COLLEGE POSITION:

The College did not have a proposal for language in the CBA for this issue.

RECOMMENDATION AND RATIONALE:

In recognizing the usefulness and reasonableness of the major points of the Association proposal, I recommend adoption of the following language for Article XXVI in the CBA:

1. Each Faculty member shall be provided with safe, adequate and appropriate workspace.
2. The College shall provide and maintain any uniforms and/or safety equipment required either by the College or the Regulatory agency governing workplace health and safety.
3. The College shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the College shall be responsible for providing the same.
4. Adjunct Faculty shall have use and access of their College email for two (2) years following the completion of their most recent course taught. Access shall include the sending and receiving of emails, as well as the member shall continue to be included in the Directory to enable communication with other staff.

ARTICLE XXVII- SEPARABILITY/SEVERABILITY CLAUSE

ASSOCIATION AND COLLEGE POSITIONS:

The parties are in agreement to include relevant language in the CBA pertaining to this matter, and their proposals are very similar.

RECOMMENDATION AND RATIONALE:

In accordance with the proposals of the parties, I recommend the following language to comprise Article XXVII of the CBA:

The College proposal, in total to be written as proposed.

ARTICLE XXVIII- DISCIPLINE, DISCHARGE, DEMOTION, AND SUSPENSION

ASSOCIATION POSITION:

In addition to common understanding of much of this Article, the Association proposes removal of disciplinary action notices from an employee file after two (2) years.

COLLEGE POSITION:

The College opposes the referenced file removals, as well as it seeks clarification that non-reappointment of tenure-track Faculty does not constitute dismissal or discharge.

RECOMMENDATION AND RATIONALE:

There is a current matter between the parties regarding whether just cause is necessary for the non-renewal of a tenure-track employee, which will sort itself out without a recommendation needed. Furthermore, the Association proposal to remove discipline is rarely applied consistently in workplaces. Therefore, I recommend adoption of the following as Article XXVIII language in the CBA:

1. The College shall not discipline or discharge a bargaining unit employee without just cause, once they have completed their probationary period.
2. All information used in the formation and subsequent issuance of discipline shall be made available to the impacted employee and the Association, upon their request.
3. Bargaining unit employee appeals concerning demotions, suspensions, discharges, or any other disciplinary actions shall be processed in accordance with the Grievance and Arbitration procedures set forth in this CBA.

ARTICLE XXIX- SEPARATION

ASSOCIATION AND COLLEGE POSITIONS:

The Association proposes CBA language providing information to the Association regarding separated employees, as well as the ceasing of accessing certain services provided by the College. The College made no proposal regarding this matter.

RECOMMENDATION AND RATIONALE:

In recognition of the reasonableness of the proposal, without opposition in the form of a proposal, I recommend adoption of the Association proposal as written and presented, with the clarification in A. 1. of fifteen (15) calendar days, as opposed to two (2) weeks. This will comprise Article XXIX in its entirety.

ARTICLE XXX- FURLOUGH AND RECALL

ASSOCIATION POSITION:

The Association proposes understandings and a process to implement furloughs and subsequent recalls, if and when necessary.

COLLEGE POSITION:

The College does not believe language in the CBA is necessary regarding these matters. Both parties acknowledge the existence of SGP 830 which references these matters.

RECOMMENDATION AND RATIONALE:

While an SGP exists referencing the matter, it is prudent to have language in a CBA to address basic procedures and principles. Therefore I recommend adopting the following language in Article XXX:

A. FURLOUGH

1. It is understood that the College, as part of the scheduling process, initially establishes the specific courses/hours/modalities/length within each discipline.
2. Prior to enacting a furlough, the College shall formally declare a Financial Exigency (see Definitions), to be declared by the Board of Trustees.
3. Immediately subsequent to declaring such exigency, the College shall notify the Association.
4. As much advance notice as possible will be given to the Association and affected bargaining unit members a practically possible.
5. All Adjunct Faculty will be non-assigned prior to any tenure and tenure-track Full-time bargaining unit employees being furloughed .
6. The furlough of all tenure-track Faculty by inverse seniority within the discipline shall occur before the furlough of any Full-time Tenured Faculty.
7. Should furlough be necessary after all tenure-track Faculty have been furloughed , then tenured faculty shall be furloughed by inverse seniority within the discipline.
8. Full-Time bargaining unit Faculty members may elect to be furloughed in place of a less senior Full-Time bargaining unit Faculty member within their applicable discipline.
9. Those who are furloughed by voluntary agreement as referenced in #8 above shall have the same rights as if involuntarily furloughed.

B. RECALL

1. A furloughed Full-time Faculty member shall be placed on a Recall list for five (5) years from the date of furlough and shall retain all rights held at the time of the furlough. After five (5) years, the College shall have no further obligation to recall the employee should a position arise.
2. Furloughed Full-time Faculty members shall be recalled in order of seniority, with Tenured Faculty members being recalled first, followed by Tenure-track Faculty members.

3. Only after all Tenure and Tenure-track Faculty have been recalled within a discipline, may the College employ an Adjunct Faculty member within a discipline.
4. Faculty members shall be responsible for informing the College in writing of their contact information while on furlough.
5. When a determination of recall is made, the College shall send written notice of a recall offer to the affected bargaining unit employee.
6. The Faculty member shall have ten (10) calendar days to respond to a notice of Recall.

ARTICLE XXXI-RETIREMENT AND RESIGNATION

ASSOCIATION AND COLLEGE POSITIONS:

Both parties acknowledge the existence and application of SGP 815 concerning retirement. The Association proposes specific identification of provisions in the CBA, while the College proposal generally refers to reliance on College based criteria.

RECOMMENDATION AND RATIONALE:

I recommend adopting a combination of generalities and specifics, as noted, in the language of the CBA in Article XXXI, as follows:

A. RETIREMENT

1. Full-time Tenured bargaining unit employees shall be eligible for retirement based on the established College retirement criteria.
2. Bargaining unit employees College-paid health insurance, life insurance, and College-paid fringe benefits will be terminated at the end of the month of the approved retirement date, except in the case a retiree not eligible for Medicare elects to continue health (medical, dental, vision) coverage through the College. The retired employee will be responsible for all health care premiums. Coverage can be terminated at any time by the retiree, upon sending written notification to the Benefits Department, Office of Human Resources.
3. Full-time tenured bargaining unit employees shall provide one semester's notice of their intent to retire.
4. The determination as to whether a Faculty member may access "transitional retirement" is at the sole discretion of the College. When a Faculty member is approved by the College to enter "transitional retirement", the terms and conditions of this status shall be in accordance with the provisions set forth in SGP 815, as it existed on April 8, 2022. All current bargaining unit employees in "transitional retirement" shall be grandfathered under this provision.

B. RESIGNATION

1. All bargaining unit employees shall provide a minimum of four (4) weeks written notice of their intent to resign from the College.

ARTICLE XXXII-SABBATICAL LEAVE

ASSOCIATION AND COLLEGE POSITIONS:

The parties' proposals are very similar in that they reference adherence to current practice and policy.

RECOMMENDATION AND RATIONALE:

As the parties do not dispute the benefit of this leave, and there is no opposition to inclusion of language in the CBA from either side, I recommend adoption of the following language for Article XXXII:

1. The Board of Trustees grants all sabbatical leaves. Eligible bargaining unit employees shall follow the policy and procedures as historically developed by the college in applying for sabbatical leave consideration.
2. Successful sabbaticals must demonstrate an explicit linkage to the College's Strategic Plan.
3. All current bargaining unit employees who are on sabbatical on the date of ratification shall be grandfathered under this provision.

XXXIII-SEPARATION PAYMENTS-ELIGIBILITY, FORM OF PAYMENT

ASSOCIATION POSITION:

The Association proposes retirement incentive payments, as well as an increase on the rate of sick leave payout.

COLLEGE POSITION:

The College proposes retirement payouts in conformance to practice and policy, as well as it is opposed to any increase in sick leave payouts.

RECOMMENDATION AND RATIONALE:

As there has been no testimony to indicate that the current practices and policies have caused problems or undue hardships, I recommend the following language be adopted and placed into the CBA at Article XXIII:

1. Bargaining unit employees shall be eligible for separation payments pursuant to the criteria established in Article XXXI.
2. In assessing an employee's time in service to determine whether the above criteria have been met, time spent on Faculty sabbatical is credited toward service, while time spent on unpaid leave is excluded.
3. In the event of retirement, bargaining unit employees shall be paid for accumulated unused Personal Leave at their per diem rate.
4. Adjunct Faculty may choose to carry over unused Personal Leave until the next semester in which they teach a course, or choose to receive their Personal Leave paid out at their per diem rate.

5. In the event of retirement, bargaining unit employees shall be paid for their a cumulated unused Sick Leave at ½ (half) of the appropriate rate, to a maximum of forty-five (45) days.
6. Adjunct Faculty may choose to carry over unused Sick Leave until the next semester in which they teach a course, or choose to receive their Sick Leave paid at ½ (half) the appropriate rate.

ARTICLE XXXIV- LABOR MANAGEMENT MEETINGS

ASSOCIATION AND COLLEGE POSITIONS:

Both parties have entered proposals recognizing the formalization of these meetings.

RECOMMENDATION AND RATIONALE:

Based on a reasonable proposal from both parties regarding the matter, I recommend adopting the following language as Article XXXIV in the CBA:

1. Representative(s) designated by the College and the Association respectively, shall meet upon the request of either party, all meetings to be scheduled by mutual agreement.
2. If said meetings are scheduled during the workday, employees shall suffer no loss of pay or time.
3. Said meetings will be held for the purpose of reviewing administration of the Agreement and to attempt to resolve any Labor-Management issues that may arise. These meetings are not intended to bypass the CBA nor diminish either party's rights under ACT 195 and/or applicable law.

ARTICLE XXXV-PERSONNEL FILE

ASSOCIATION AND COLLEGE POSITION:

Again, the parties appear to have a meeting of the minds regarding what they are seeking as CBA language, interwoven with SGP 813.

RECOMMENDATION AND RATIONALE:

I recommend it as reasonable and beneficial to incorporate each parties' proposals into CBA language of Article XXXV as follows:

1. The College shall maintain one (1) official personnel file, maintained by Human Resources, for each bargaining unit employee.
2. The employee shall have access to this official file during regular working hours at a time mutually agreed upon by the employee and the College.
3. The College shall not place anything into an employee's file without notifying the employee. Said employee shall have the right to provide a written rebuttal to anything placed in their file, within six (6) weeks of being notified by Human Resources, and such rebuttal shall be affixed to the applicable document.
4. The employee may duplicate any material in the personnel file at no cost to the employee.

5. The Association shall have access to a bargaining unit member's file during reasonable time during regular office hours, provided ten (10) days written notice to the College is given, in addition to having obtained express written approval of the employee.
6. If the bargaining unit member's personnel file, or any of its contents is subpoenaed in accordance with law, the College shall notify the employee and the Association in writing of the subpoena.

ARTICLE XXXVI-ACADEMIC AND PERSONAL FREEDOM

ASSOCIATION POSITION:

The Association seeks contract language reflecting the current Policy 879, specifying, and in some areas, expanding employee protections.

COLLEGE POSITION:

The College does not find language pertaining to this matter as necessary in the CBA.

RECOMMENDATION AND RATIONALE:

Recognizing the academic freedom necessary to this profession, I recommend adoption of the following language in Article XXXVI:

1. The parties acknowledge that academic freedom is essential to teaching and research. Academic freedom in teaching protects the fundamental rights of the instructor and the student learner. It carries with duties and rights.
2. Academic freedom includes the right of the faculty member and student to present, discuss and explore controversial and divergent points of view in an atmosphere conducive to the quest for knowledge and truth.
3. Faculty must be free to select materials, teaching methods and strategies that they believe to be the most appropriate to the curriculum and to the maturity level of the students, without censorship, restraint, or reprisal by the College.
4. Faculty are entitled to freedom in the classroom, which includes controversial matters that are related to the content of the course.
5. Faculty is entitled to full freedom in research and the publication of the results thereof, subject to the adequate performance of their other academic duties.
6. Research for pecuniary return should be based on an understanding with the authorities of the College.
7. Faculty is entitled to freedom in producing and performing creative works; freedom to engage in service to the institution and community; freedom to acquire, preserve and provide access to documentary material in all formats; freedom to participate in professional and representative academic bodies; freedom to express opinions on matters of public interest; and freedom to critically evaluate social institutions.
8. It must be remembered that Faculty are private citizens, members of their profession; and employees of an educational institution. When an employee speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but that person's special position in the community imposes special

obligations. As such, the employee at all times should strive to be accurate, exercise appropriate restraint, and show respect for the opinions of others, and at all times make every effort to indicate he/she is not an institutional spokesperson.

9. A Faculty member is required to notify the College if he/she is engaged in outside employment beyond the College, for the purpose of ensuring the employment does not conflict with the employee's abilities to perform their essential duties.

ARTICLE XXXVII- ACCEPTABLE USE OF COLLEGE TECHNOLOGY

ASSOCIATION AND COLLEGE POSITION:

The Association and the College both make proposals consistent with the College IT Policy in SGP 901.

RECOMMENDATION AND RATIONALE:

As policy already exists at the College pertaining to this matter, I recommend appropriate language as follows be incorporated into the CBA:

1. Bargaining unit employees shall be provided the same technology and equipment consistent with other employees at the College.
2. The IT Department of the College shall be responsible for the servicing and administration of all assigned College-owned devices.
3. Bargaining unit employees shall be required to comply with all College technology policies, procedures or Agreements, as appropriate.
4. Employee personal use that is not part of legitimate College business is permitted when it is not excessive, does not interfere with normal business activities, and otherwise complies with expectations established in the CBA or College policies, as appropriate.
5. The use of College IT resources to conduct business for personal financial gain is prohibited.

ARTICLE XXXVIII-INTELLECTUAL PROPERTY

ASSOCIATION POSITION:

The Association proposes contract language to provide for compensation at an established rate as a stipend, in addition to proposing language that expands rights for employees.

COLLEGE POSITION:

The College proposes language providing for retaining ownership, access and use of materials.

RECOMMENDATION AND RATIONALE:

Current College Policy 001 governs this topic. There is no evidence of prior problems in this area. Therefore, I recommend adoption of Policy 001 in total, as CBA language in Article XXXVIII. Adjustments to wording are necessary, to eliminate references to

students and non-bargaining unit staff, as well as the word “policy” to “contract provision.”

ARTICLE XXXIX- WORK RELATED INJURIES

ASSOCIATION POSITION:

The Association proposes allowance of use of sick leave to obtain full payment above the 66% payment of Worker’s Compensation.

COLLEGE POSITION:

The College opposes the use of sick leave to obtain the additional 34% compensation for a work related injury.

RECOMMENDATION AND RATIONALE:

As no evidence of problems under the current provisions have been presented, I recommend language in the CBA as follows, for Article XXXIX:

“ A bargaining unit employee who sustains a work related injury as a result of which the employee is disabled, if so determined by a decision issued under the operation of the Worker’s Compensation Program, shall be entitled to a Worker’s Compensation Benefit.”

ARTICLE XL- BENEFITS

ASSOCIATION AND COLLEGE POSITIONS:

The parties do not oppose the inclusion of domestic partners as eligible dependents for various benefit entitlements.

RECOMMENDATION AND RATIONALE:

As there is no opposition to the inclusion of domestic partners in this Article, I recommend adding “domestic partners” where applicable.

ARTICLE XL-BENEFITS-PLAN DESIGN AND PREMIUM SHARES

ASSOCIATION POSITION:

The Association seeks reasonable and fair premium shares through the duration of the Agreement, as well as continuance of choices for employees.

COLLEGE POSITION:

The College seeks to provide the High Deductible PPO Plan as its sole choice of plans, as well as it seeks the ability to amend plans in the future at its sole discretion.

RECOMMENDATION AND RATIONALE:

The parties are to be commended for joint realization of the need to provide robust benefits at a fair, realistic and equitable cost to both parties. As such, I recommend the following,

noting that the current Income Range in the Benefits can be deleted as unnecessary. I recommend the following for Article XL in the CBA:

1. All benefits currently provided bargaining unit employees, including healthcare, will remain in effect until 11:59 EST, December 31, 2024. The terms and conditions of the plans are governed by the plan documents, as they exist from time to time.
2. Beginning January 1, 2025, all bargaining unit employees will be provided a “High Deductible PPO Plan With HSA: as the sole healthcare option. The College will contribute to the monthly premium cost of Full-time bargaining unit employees’ medical insurance plan, and bargaining unit employees monthly medical insurance premium contributions shall be made on a pre-tax basis. Effective with the 2026 Plan year, the College may, at its discretion, increase premium contributions up to a maximum of 12% per Plan year, or the renewal rate, whichever is less.
3. HEALTH CARE EMPLOYEE PREMIUM SHARE RATES BY INCOME TIER AND PLAN TIER ELECTION RATES- HDHP ONLY-January 1, 2025 Start Date:

Income Range	Income Range	Income Range
40,000-54,999	55,000-70,000	>70,000
Tier 2 EE Share/Year (Monthly)	Tier 3 EE Share/Year	Tier 4 EE Share/Year
<u>EE</u> - 31.00/372.00	49.00/588.00	80.00/960.00
<u>EE/SP</u> - 69.00/828.00	108.00/1296.00	177.00/2124.00
<u>EE/CHILD</u> -55.00/660.00	86.00/1032.00	141.00/1692.00
<u>EE/Children</u> -79.00/948.00	123.00/1476.00	202.00/2424.00
<u>FAMILY</u> - 86.00/1032	134.00/1608.00	220.00/2640.00

ARTICLE XL-BENEFITS-OPT OUT PAYMENT

ASSOCIATION AND COLLEGE POSITIONS:

The parties essentially agree for a payment of \$1,500 per year for an employee who waives medical, vision and dental coverage from the College, for that year. The parties also agree that payout for this amount will be made over twenty-six (26) pay periods and is considered taxable. The Association seeks waiver of the \$400 monthly spousal surcharge when spouses are covered by the employee’s plan. The College seeks continuance of this surcharge.

RECOMMENDATION AND RATIONALE:

As the monthly spousal surcharge is fair and equitable, I recommend continuance of this spousal surcharge for all years of the CBA, specified at the \$400 monthly rate in the CBA.

ARTICLE XL-BENEFITS- DENTAL AND VISION

ASSOCIATION AND COLLEGE PROPOSALS:

The parties are essentially in agreement with the terms of 100% College-paid benefits in both areas for the life of the CBA. They are also in agreement that the College will provide a choice of two dental and vision plans, with employee “buy up” where appropriate.

RECOMMENDATION AND RATIONALE:

As the parties are in agreement on these terms, I recommend adoption of these provisions into the CBA.

ARTICLE XLI- RETIREMENT ACCESS TO HEALTHCARE BENEFITS

ASSOCIATION AND COLLEGE POSITIONS:

The Association proposes inclusion in the CBA an avenue for retirees to obtain access to healthcare benefits. There is no proposal on this matter from the College, except to note the undue financial hardship it would create.

RECOMMENDATION AND RATIONALE:

As access to this provision is fair and equitable, I recommend the following language be included in the CBA regarding Article XLI:

1. A Full-time benefits-eligible Faculty member who retires from the College and is under the age of sixty-five (65) may continue coverage in the College’s health, dental and vision plans by paying the applicable quarterly premium to the College.
2. Eligible dependents of the retiree are also eligible for coverage. Upon attainment of age sixty-five (65), the retiree’s participation in the dental and vision plans cease, and regular group health insurance is replaced by the Medicare supplemental plan offered by the College. The surviving spouse or domestic partner and/or eligible dependents of the retiree may continue their coverage in plans in which their coverage has been maintained on a continuous basis from the date of retirement, even after the death of the retired employee.
3. Should a retiree drop their health insurance with the College, it cannot be reinstated at a future date.

ARTICLE XLII-RETIREMENT MATCHING-EMPLOYER CONTRIBUTIONS

ASSOCIATION AND COLLEGE POSITIONS:

The parties agree to provide an employer contribution to retirement, the difference being the Association seeking a return to a 10% contribution rate, with the College seeking to maintain an

8% contribution rate. The College cites an undue financial burden regarding the Association proposal.

RECOMMENDATION AND RATIONALE:

Understanding the financial impact of the Association proposal , and in consideration of the College proposal of grandfathering current employees who once benefitted from the higher contribution rate, I recommend adoption of the following language to comprise Article XLII:

1. The College shall pay the retirement contribution and provide the bargaining unit employee with the retirement options contained in State of Pennsylvania law.
2. The College shall contribute (TIAA) for each eligible Full-time bargaining unit employee participating in the TIAA Retirement program:
 - A. Eight Percent (8%) of total salary for 2024-2025 Fiscal Year;
 - B. Eight Percent (8%) of total salary for 2025-2026 Fiscal Year;
 - C. Eight Percent (8%) of total salary for 2026-2027 Fiscal Year;
3. Bargaining unit employees currently receiving a Ten Percent (10%) contribution shall be “grandfathered in” at that rate.
4. All bargaining unit employees shall be permitted to contribute up to what is allowable by law, including any applicable supplemental retirement account.

ARTICLE XLIII- PERSONAL LEAVE

ASSOCIATION POSITION:

The Association seeks increases in entitlement for Full-time Faculty, as well as Personal Leave for Adjunct Faculty.

COLLEGE POSITION:

The College proposes an entitlement but on a lesser scale for employees.

RECOMMENDATION AND RATIONALE:

In order to remain fair and equitable to all bargaining unit employees, realizing some Adjunct Faculty may not teach every semester, and in consideration of current policy, I recommend the following be adopted as Article XLIII language:

1. Full-time twelve (12) month Faculty are eligible to receive 22.5 hours (3 days) of Personal Leave per Fiscal Year. Full-time 9.5 month Faculty are eligible to receive 15 hours (2 days) of Personal Leave per Fiscal Year. Personal Leave must be pre-approved by the employee’s Dean or designee, and may be taken in ½ day increments. Personal Leave may be accrued without limit.
2. Credit Adjunct Faculty are eligible to receive one (1) Adjunct Personal Emergency day of Leave without loss of compensation per semester (including summer session). Adjunct Personal Emergency Leave is non-cumulative and must be pre-approved by the Dean or designee.

ARTICLE XLIV-SICK AND BEREAVEMENT LEAVE/SICK LEAVE BANK

ASSOCIATION AND COLLEGE POSITIONS:

Both parties present fundamentally fair and equitable proposals. The Association proposes increases in number of sick days; increased maximum accumulation; and increased number of days for Adjunct Faculty. The Association also proposes specific references for Sick Family Leave entitlement. The College proposal reflects much of current policy.

RECOMMENDATION AND RATIONALE:

To maintain a fair and equitable benefit to all members, as well as realizing sicknesses occur, and it serves all involved, especially students, for employees to stay home when ill, I recommend adoption of the following in Article XLIV:

1. General-The College proposal as delineated in “Issue 139” of the Fact Finding presentation, except these additions from the Association proposal:

Add-“Adjunct Faculty are eligible to receive two (2) days (no hour specification) of Sick Leave (including summer session) per semester. Sick Leave is non-cumulative for Adjunct Faculty.

Add: “Where sickness in the immediate family requires the Faculty member’s absence from work, Faculty may utilize Sick Leave entitlement in each Fiscal Year for that express purpose. Immediate family for the purpose of this Section is defined as the following persons: husband, wife, domestic partner, child, stepchild, foster child, parent, grandchildren, stepparent, brother or sister of the employee, or any other near relative who resides in the same household, or any person with whom the employee has made their home.”

Delete: 2. iv. a. from the College proposal.

2. EMERGENCY SICK LEAVE BANK

I recommend adoption of the Association proposal at the Fact Finding hearing, in total, as written.

3. BEREAVEMENT LEAVE

I recommend adoption of both parties’ proposals (College A. 1., 2., 3., and 4., as well as Association proposal B. 1. as written and presented at Fact Finding hearing, and merged into items 1., 2., 3., 4., and 5.

ARTICLE XLV-VACATION LEAVE

ASSOCIATION AND COLLEGE POSITIONS:

Both parties present similar reasonable proposals reflecting current entitlements, for the most part. Additionally, the Association proposes payment for unused vacation for employees transitioning from a 9.5 to 12 month position.

RECOMMENDATION AND RATIONALE:

As both parties present fair proposals and are nearly in complete agreement, I recommend adoption of:

The College proposal in its entirety, as presented as "Issue 140" at the Fact Finding hearing, with the addition of the following language, a modification of the Association proposal #6:

"Faculty who transition out of a 12 month position to a 9.5 month position, or vice-versa, shall carry over unused and accrued vacation leave, subject to the accrual maximums specified in this Article."

ARTICLE XLVI-CIVIL LEAVE

ASSOCIATION AND COLLEGE POSITIONS:

Both parties propose substantially similar language for this Article. The major difference is in the College proposal pertaining to proceedings of a personal nature, as opposed to an employment related matter.

RECOMMENDATION AND RATIONALE:

It would be fair, equitable and wise to blend the parties' proposals to develop appropriate language for this Article. As such, I recommend adopting the following as language in Article XLVI:

1. All Faculty scheduled to work who have not volunteered for jury duty and are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding, shall be granted leave with pay while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.
2. All Faculty scheduled to work who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee; Worker's Compensation Judge; Worker's Compensation Appeal Board; State Civil Service Commission; and Pennsylvania Human Relations Commission. Evidence of

such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

3. The term "court" as used in this Article is intended to mean only the following courts: Minor Judiciary Court; Courts of Common Pleas; Commonwealth Court; and the United States College Court
4. All Faculty scheduled to work and required to serve on jury duty shall receive salary equal to the difference between the bargaining unit employee's regular salary and the salary received as a juror. Evidence of attendance and payment must be provided to the employee's immediate supervisor.
5. Any Full-time Faculty member who is required to appear in court to testify on a matter that pertains to the employee's professional duties as an employee of the College will receive his/her full pay less any witness fees paid by the court.
6. Any Full-time Faculty member who is required to appear in court to testify on a matter that pertain to a personal or domestic case will be required to use Personal or Vacation Leave. A Full-time Faculty member subpoenaed to be a witness in a case, as a civil duty , that is not of a personal matter or nature, will receive the subpoenaed days off with pay, upon such proof of the subpoena.

ARTICLE XLVII- MILITARY LEAVE

ASSOCIATION AND COLLEGE POSITIONS:

The parties are in agreement conceptually on this matter, in essence to comply with applicable laws, captured in the current SGP 814 Policy, as well as retaining CBA rights for the employee who is utilizing Military Leave.

RECOMMENDATION AND RATIONALE:

In accordance with law, Policy and maintenance of the CBA entitlements for those serving under this Article, I recommend adoption of the following as language in Article XLVII of the CBA:

1. Leave granted under this Article shall be in accordance with the applicable State and Federal laws.
2. All provisions of the CBA shall remain in effect during the time an employee is on Military Leave.
3. Seniority shall continue to accrue during Military Leave.
I recommend inclusion of items i. through and including vi., as written in current SGP 814, re-identified as items 4 through and including 9.

ARTICLE XLVIII-FAMILY MEDICAL LEAVE ACT (FMLA)

ASSOCIATION POSITION:

The Association proposes language identical to current SGP Policy 822.

COLLEGE POSITION:

The College made no proposal regarding this matter.

RECOMMENDATION AND RATIONALE:

In accordance with current law and Policy, I recommend adoption of the Association proposal in full, as language comprising Article XLVIII:

1. The FMLA shall be administered in accordance with the law and SGP 822: Family Medical Leave Act (FMLA) Policy and Handbook, as amended on 12/9/2015, as it existed on 4/8/2022, unless otherwise stated below.
2. The College shall comply with the requirements of the Family Medical Leave Act (FMLA) of 1993, as amended, and its corresponding regulations, as well as any additional benefits set forth in this Section.

ARTICLE XLIX-LEAVES OF ABSENCE WITHOUT PAY

ASSOCIATION POSITION:

The Association proposes incorporating current Policy into the CBA, as well as delineating leave for Full-time representatives of the Association.

COLLEGE POSITION:

The College did not submit a proposal regarding this matter.

RECOMMENDATION AND RATIONALE:

In accordance with current policy, I recommend adoption of the Association proposal, with the exception of item 2. as presented at the Fact Finding hearing and Issue #148, as follows, for language of Article XLIX:

1. Leaves of absence without pay shall be granted in accordance with the applicable College/SGP 814 and Handbook as of April 8, 2022, unless otherwise provided for in this Section.
2. Upon the expiration of any approved leave of absence without pay, the bargaining unit employee shall return to the exact position, (modality and location if available and functional) held immediately prior to the leave.

Article L-TUITION REIMBURSEMENT

ASSOCIATION POSITION:

The Association seeks the basic tenets of the current Policy at SGP 607, with enhancements in funding and percentage of reimbursements for all bargaining unit members, Full-time Faculty and Adjuncts.

COLLEGE POSITION:

The College proposes to continue the Tuition Reimbursement/Educational Assistance benefits in accordance with SGP 607, with no enhancements and treating all College employees similarly.

RECOMMENDATION AND RATIONALE:

While increased benefits/reimbursements are desirable for the employees, there has been no evidence that the current Policy and practice regarding educational assistance has been ineffective or otherwise problematic. Therefore, I recommend adoption of the sections of current Policy SGP 607, relevant to this bargaining unit, to be incorporated into language comprising Article XL of the CBA.

ARTICLE XLI – NO STRIKE/NO LOCK-OUT

ASSOCIATION AND COLLEGE POSITIONS:

Both parties present reasonable proposals concerning understanding regarding strikes and work stoppages. Both sides present almost identical language.

RECOMMENDATION AND RATIONALE:

As Article XLI of this CBA, I recommend adoption of the following language, which is reasonable and necessary:

“The Association agrees that there shall be no strike (as the term is defined by the Public Employe Relations Act), and the College agrees that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement.”

-SIGNATURE PAGE:

FOR THE ASSOCIATION

FOR THE COLLEGE

ALL OTHER MATTERS:

Any other matters not specifically addressed are recommended to be **withdrawn**. Additionally, as noted above, any tentative agreements mutually made prior to the commencement of fact finding that are not specifically addressed in this Report are recommended to be **included**, as agreed upon, in the new Agreement.

September 30, 2024
Allentown, PA

Respectfully submitted,
Larry D. Cheskawich, Fact Finder

