

APSCUF'S RESPONSE TO THE STATE SYSTEM'S PROPOSAL FOR A ONE-YEAR INTERIM AGREEMENT/EXTENSION¹
Submitted to the Pennsylvania State System of Higher Education November 20, 2015

APSCUF responds to the State System's November 6, 2015 proposal for a one-year interim agreement as follows:

Article 22:

- Proposal to delay and limit eligibility for step increases and lump sum payments: REJECTED.

Article 21:

- Proposal to require faculty to pay significantly more for a drastically diminished medical plan: REJECTED.
- Proposal to increase employee copays, coinsurance and deductibles for medical care and prescriptions: REJECTED.
- Proposal to eliminate HMOs: REJECTED.
- Proposal to eliminate domestic partner coverage for faculty and annuitants: REJECTED.

APSCUF remains willing to enter into a one-year interim extension that reflects the pattern on wages established by multiple state bargaining units, in order to ensure stability for the students we educate and to avoid disruption to the current academic year. To that end, we submit the following revised proposal:

Addendum to Agreement

Between Pennsylvania's State System of Higher Education

And

Association of State College and University Faculty (APSCUF)

The parties' collective bargaining agreement in effect from July 1, 2011 to June 30, 2015, as well as the side letters appended thereto, are extended in full force and effect until June 30, 2016, except as modified below, and reflected in the attached contract language amendments:

1. Article 22, Sections A and B shall be amended to provide for payment of an increment or cash payment effective with the 11th pay of the 2015-16 academic year for FACULTY

¹ APSCUF reserves the right to add to, delete from, alter or amend this proposal. Unless otherwise noted, existing provisions not altered by these proposals would remain unchanged. Each and every proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same.

MEMBERS on a 20-pay schedule and with the 14th pay of the 2015-16 academic year for FACULTY MEMBERS on a 26-pay schedule. See Attachment "A."

2. Article 44, Section C shall be amended to provide for continuation of the STATE SYSTEM's professional development funding. See Attachment "B."
3. The parties shall enter into an additional side letter, regarding updates to the complement report provided by the STATE SYSTEM to State APSCUF. See Attachment "C."

The parties further agree that negotiations for a successor collective bargaining agreement, to be effective July 1, 2016, will continue during this extension, and that the bargaining and mediation notices provided in the prior year will continue in effect for these ongoing negotiations.

In Witness Whereof, the parties to this Agreement intending to be legally bound by its provisions have signed and executed this Agreement on November __, 2015.

Union:

Employer:

By _____
Kenneth Mash
President

By _____
Guido M. Pichini
Chairman
Board of Governors

Stuart W. Davidson
Chief Negotiator

Frank Brogan
Chancellor
State System of Higher Education

Jamie Martin
Negotiations Team Chairperson

Thomas Giotto
Chief Negotiator

Christopher Hallen
Negotiator

Lisa A. Sanno
Negotiator

Lisa Millhous
Negotiator

Andrew C. Lehman
Negotiator

Mary Rita Duvall
Negotiator

David Soltz
Negotiator

Amy L. Rosenberger
Negotiator

Roger Bruszewski
Negotiator

Christopher M. Fiorentino
Negotiator

Timothy Moerland
Negotiator

Brenda Mundell
Negotiator

Article 22

SALARIES

A. Salaries for Full-Time FACULTY MEMBERS

* * *

3. Cash Payments

* * *

d. FACULTY MEMBERS who are at Step 13 of their present rank as of the fall 2015 semester shall receive a one-time cash payment of two and one-half percent (2.5%), which shall be effective with the 11th pay of the 2015-16 academic year for FACULTY MEMBERS on a 20-pay schedule and with the 14th pay of the 2015-16 academic year for FACULTY MEMBERS on a 26-pay schedule. These payments are cash payments paid in lieu of longevity increases to employees who are at or above the maximum step of their pay range.

B. Annual Increments

1. In addition to the above-listed general pay increases and cash payments, a full-time regular FACULTY MEMBER below Step 13 shall be entitled to the following annual increments. Such annual increments shall be granted solely on the basis of service as follows:

* * *

d. Effective with the 11th pay of the 2015-16 academic year for FACULTY MEMBERS on a 20-pay schedule and with the 14th pay of the 2015-16 academic year for FACULTY MEMBERS on a 26-pay schedule, except as provided in subsection e., below, all full-time regular FACULTY MEMBERS shall move one increment.

e. Those FACULTY MEMBERS who were promoted with an effective date of fall 2015 are not eligible for the annual increment under d. above.

Article 44

FACULTY PROFESSIONAL DEVELOPMENT PROGRAM

* * *

C. Professional Development Fund

1. For the 2013-14 and 2014-15 fiscal years, the STATE SYSTEM shall provide the Professional Development Council \$300,000 per fiscal year to support a Professional Development Fund that shall be utilized for FACULTY professional development programs and activities approved by the Council.

2. For the 2013-14 and 2014-15 fiscal years, the STATE SYSTEM shall provide the Professional Development Council with an additional \$50,000 per fiscal year to be utilized for professional development programs and activities related to innovation in teaching and improvement of student learning outcomes approved by the Council and an additional \$50,000 per fiscal year to be utilized for professional development programs and activities approved by the Council solely for probationary FACULTY MEMBERS.

3. Effective with the 2015-16 fiscal year, the STATE SYSTEM shall provide the Professional Development Council \$150,000 per fiscal year to support a Professional Development Fund that shall be utilized for FACULTY professional development programs and activities approved by the Council.

4. Effective with the 2015-16 fiscal year, the STATE SYSTEM shall provide the Professional Development Council with an additional \$50,000 per fiscal year to be utilized for professional development programs and activities approved by the Council solely for probationary FACULTY MEMBERS.

5. Any unexpended funds shall be carried into the next fiscal year for utilization by the Council.

