AGREEMENT

BETWEEN

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES (APSCUF)

AND

THE PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION (STATE SYSTEM)

July 1, 2015 to June 30, 2018

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PREAMBLE

THIS AGREEMENT made and entered into this 20th day December 2016, by and between the Board of Governors of the State System of Higher Education ("STATE SYSTEM") for and on behalf of itself, the State Universities and their respective Councils of Trustees, of the first part, and the Association of Pennsylvania State College and University Faculties ("APSCUF") of the second part.

PURPOSE

APSCUF has been certified to represent, for purposes of collective bargaining, department chairpersons, full-time teaching faculty (including librarians with faculty status), part-time teaching faculty and librarians without faculty status and faculty members of the UNIVERSITIES whose basic responsibilities lie outside of the classroom setting.

APSCUF and the STATE SYSTEM OF HIGHER EDUCATION, desiring to cooperate each with the other in mutual respect and harmony, have agreed to the provisions of this Agreement in consideration of the following:

1. The UNIVERSITIES exist for the common good of the citizens of the Commonwealth, particularly the students who attend such UNIVERSITIES. In a world of rapid change and recurring crises, all will be served best by an intellectual environment which encourages the search for truth.

2. APSCUF as the representative of the above named employees recognizes its obligation to permit all individuals and groups on each campus to be included in the consideration of matters relating to them.

3. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational opportunities at the UNIVERSITIES and assert their intention to abide by the terms of the Agreement.

4. For the purposes of this Agreement, the following definitions shall be applied:

"ACADEMIC FACULTY" -- The bargaining unit consisting of department chairpersons, full-time teaching faculty including librarians with faculty status, part-time teaching faculty, librarians without faculty status and faculty members whose basic responsibilities lie outside of the classroom setting who have, by certification of the Pennsylvania Labor Relations Board (PLRB), been designated as ACADEMIC FACULTY (PERA-R-775-C).

"ADMINISTRATIVE FACULTY" -- The bargaining unit consisting of faculty members whose basic responsibilities lie outside of the classroom who have not been designated as ACADEMIC FACULTY (PERA-R-1354-C).

"APSCUF" -- The Association of Pennsylvania State College and University Faculties, Inc.

"UNIVERSITIES" -- All institutions of the State System of Higher Education including Bloomsburg University, California University, Cheyney University, Clarion University, East

Stroudsburg University, Edinboro University, Indiana University of Pennsylvania, Kutztown University, Lock Haven University, Mansfield University, Millersville University, Shippensburg University, Slippery Rock University, and West Chester University; and their respective branch campuses.

"STATE SYSTEM OF HIGHER EDUCATION" -- That System created by Act 188 of 1982, the State System of Higher Education Act, hereinafter referred to as the STATE SYSTEM.

"COMMONWEALTH" -- The Executive Branch of the Commonwealth of Pennsylvania.

"FACULTY" or "FACULTY MEMBERS" -- All members of the bargaining units described in PLRB case numbers PERA-R-775-C and PERA-R-1354-C.

"REGULAR" -- A tenured or tenure track FACULTY MEMBER.

"PROBATIONARY NON-TENURED FACULTY MEMBER" -- A FACULTY MEMBER who is appointed to a tenure track position and who has not been granted tenure.

"NON-TENURE TRACK FACULTY" -- A FACULTY MEMBER who is appointed to service in a position in which service will not be credited toward tenure. Examples of such positions include Temporary Part-time, Temporary Full-time and Regular Part-time.

"DOMESTIC PARTNER" – The criteria listed below must be met in order to qualify for benefits extended to domestic partners in this agreement and a FACULTY MEMBER and domestic partner must provide management with a completed, notarized "Commonwealth of Pennsylvania Domestic Partner Verification Statement" that will be maintained in the FACULTY MEMBER'S official personnel file:

1. The completed, notarized "Commonwealth of Pennsylvania Domestic Partner Verification Statement" must have been received by the University prior to January 1, 2017.

2. Each partner is the same gender.

3. Both partners are unmarried.

4. Both partners are at least 18 years old and mentally competent to enter into a contract in the Commonwealth of Pennsylvania.

5. Partners are the sole domestic partner of the other person.

6. Partners have lived together in the same residence on a continuous basis for at least six months immediately prior to the date of the notarized statement, with the intent to reside together permanently.

7. Partners are not related to each other by adoption or by blood, to a degree that would prohibit marriage in the Commonwealth of Pennsylvania.

8. Neither partner has been a member of another domestic partnership for the past six months (unless the prior domestic partnership ended as a result of the death or marriage of one of the domestic partners).

9. Partners are jointly responsible for the common welfare and financial obligations of each other.

"CHILD OF SAME SEX DOMESTIC PARTNER" - The biological or legally adopted child or a child for whom the Domestic Partner is the legal guardian. CHILDREN OF SAME SEX DOMESTIC PARTNERS are eligible to receive benefits on the same basis as dependent step-children of a FACULTY MEMBER'S spouse (i.e., the FACULTY MEMBER must demonstrate that the child is the legal dependent of the FACULTY MEMBER'S certified DOMESTIC PARTNER and that the FACULTY MEMBER has assumed financial responsibility for the child of his/her DOMESTIC PARTNER).

Article 1

RECOGNITION

The STATE SYSTEM and the UNIVERSITIES and each of them recognize APSCUF as the sole and exclusive bargaining agent for FACULTY MEMBERS in the bargaining units above described and certified by the Pennsylvania Labor Relations Board in case numbers PERA-R-775-C, and PERA-R-1354-C, with respect to the STATE SYSTEM'S obligations both to "negotiate" and to "meet and discuss," as those terms are used in Sections 701 and 702, respectively, of the Public Employee Relations Act ("Act 195").

Article 2

ACADEMIC FREEDOM

A. A FACULTY MEMBER is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic or administrative duties.

B. A FACULTY MEMBER is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

C. A University FACULTY MEMBER is a citizen and a member of a learned profession. When he/she speaks or writes as a citizen, he/she should be free from University censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning he/she should remember that the public may judge his/her profession and his/her University by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a spokesperson of the UNIVERSITIES. Acts which interfere with the activities of the UNIVERSITIES, acts which interfere with the freedom of movement on the campus, or acts which interfere with the freedom of all members of the academic community to pursue their rightful goals, are the antithesis of academic freedom and responsibility. So also are such acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer and to pursue research.

D. 1. FACULTY MEMBERS are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids.

2. There shall be no censorship of library materials.

3. With respect to subsections 1. and 2. above, budgetary limitations may restrict the quantity of items to be purchased.

E. Since certain aspects of the information obtained by a FACULTY MEMBER in the course of his/her work can be considered privileged, no FACULTY MEMBER shall be required to disclose such information unless he/she deems it to be in the best interest of his/her student or his/her profession. The University will immediately advise the FACULTY MEMBER of any effort, by action of law or otherwise, to secure records or other information obtained by the FACULTY MEMBER. In no event shall the University exercise any disciplinary action against a FACULTY MEMBER because of his/her assertion of privilege with regard to information under his/her control.

F. The provisions of this Article shall not be construed so as to deprive the University or its designees of its right of access to and/or possession of files, records or materials maintained by FACULTY MEMBERS on behalf of the University, provided, however, that grade books shall remain in the possession of the FACULTY MEMBER so long as he/she remains on the campus.

Article 3

FAIR PRACTICES

A. Neither party hereto nor any FACULTY MEMBER shall discriminate against any other FACULTY MEMBER or candidate for employment on the basis of race, creed, color, sex (including discrimination by sexual harassment), handicap or disability, life style, family status, age, national origin, APSCUF membership or activity or lack thereof, political belief and/or affiliation, or on account of any other basis prohibited by law. Where existing laws against discrimination require accommodation, the STATE SYSTEM will accommodate to the extent required by law.

B. There shall be no discrimination by either of the parties hereto or any FACULTY MEMBER against members of the same family regarding concurrent employment at any University.

C. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, or the Civil Rights Act of 1964, as amended, the provisions of such orders and laws shall prevail; provided that any rule not consistent with this Agreement adopted by the STATE SYSTEM subsequent to the signing of this Agreement shall not prevail against the terms of this Agreement.

D. The parties shall meet and discuss at the state level during the term of this Agreement on such aspects of this Article that are of mutual interest.

Article 4

DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

A. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the UNIVERSITIES and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the UNIVERSITIES. The universal responsibility of the teaching FACULTY MEMBER is effective teaching.

B. A proper academic climate can be maintained only when members of the FACULTY meet their fundamental duties and responsibilities regularly. These duties and responsibilities include but are not limited to: reporting promptly, and in advance if possible, any changes in class hours or classrooms assigned; preparing for and meeting their assignments, which would include timely notification of the proper authority and making a reasonable effort to insure that assignments can be covered in case of absences; making a reasonable effort to notify students of any changes in class hours or classrooms assigned; keeping current in their academic disciplines through continuing scholarly activity; keeping office hours in accordance with Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS, and conferring with and advising students and advisees; evaluating fairly and reporting promptly student achievement; rendering service to the University which would include participating in group deliberations which contribute to the growth and development of the students and the UNIVERSITIES; and reporting promptly, and in advance if possible, absence from any assigned duty in accordance with the provisions of Article 17, SICK LEAVE. All members of the FACULTY also have the responsibility to accept those reasonable duties assigned to them within their fields of competence. Additionally, FACULTY MEMBERS have the responsibility to perform other tasks characteristic of the academic profession as described in Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY, Section B.1. and to attempt honestly and in good conscience to preserve and defend the goals of the UNIVERSITIES, including the right to advocate change.

Article 5

GRIEVANCE PROCEDURE AND ARBITRATION

A. Intent

It is the declared objective of the STATE SYSTEM/UNIVERSITIES and APSCUF to encourage the just resolution of grievances. In order to effect a prompt resolution of grievances, the STATE SYSTEM/UNIVERSITIES, APSCUF and the FACULTY shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances. The parties further agree that the orderly processes hereinafter set forth below shall be the sole method used for the resolution of grievances.

A grievance may be filed by a FACULTY MEMBER, a group of FACULTY MEMBERS, or APSCUF. APSCUF may present a policy grievance (one which affects more than one (1) person) at any step of the grievance procedure prior to arbitration. Decisions involving the non-renewal of probationary non-tenured FACULTY MEMBERS shall be governed exclusively by the provisions pertaining thereto as contained in Article 14, RENEWALS AND NON-RENEWALS.

B. Definition

A "grievance" is an allegation by APSCUF or a FACULTY MEMBER or group of FACULTY MEMBERS that there has been a specific violation, misinterpretation or improper application of an Article(s) and Section(s) of this Agreement by the STATE SYSTEM/UNIVERSITIES, and a statement of the remedy being requested. It is understood and agreed between the parties that APSCUF or a FACULTY MEMBER will be allowed to make amendments to the grievance up to the submission at Step Three. It is also understood that if such amendments are made to the grievance in the submission to Step Three, either party may resubmit the grievance to Step Two for reconsideration.

C. Procedure

Step One APSCUF, a FACULTY MEMBER or a group of FACULTY MEMBERS shall present a grievance orally or in writing at the lowest management level having authority to dispose of the grievance. The management representative shall investigate the grievance as he/she shall deem appropriate and respond to APSCUF and/or the grievant orally or in writing.

Step Two If the grievance has not been resolved at Step One, the grievant, group of grievants or APSCUF shall reduce the grievance to writing, stating the facts, and listing the Articles and Sections of this Agreement or the specific regulation(s) or procedure(s) upon which the grievance is based. Such written grievance (s) shall be submitted to the President or his/her designee within forty (40) calendar days of the occurrence giving rise to the grievance or within forty (40) calendar days of the date on which the grievant or grievants learned of such occurrence, with the exception that if the forty (40) days expire between May 1 and September 1 of any year, the grievance shall be submitted to the President or his/her designee by September 30 of such year or within forty (40) calendar days, whichever comes later. The President or his/her designee shall have twenty (20) calendar days following the receipt of such written grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant, group of grievants and/or the local APSCUF grievance chairperson or his/her designee where appropriate, and to submit a written response to the grievant, group of grievants and APSCUF.

If a grievance is amended before submission at Step Two or if either party resubmits an amended grievance to Step Two, the President or his/her designee shall have twenty (20) calendar days following the receipt of such amended grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant, group of grievants and/or the local APSCUF grievance chairperson or his/her designee where appropriate, and to submit a written response to the amended grievance to the grievant, group of grievants and APSCUF.

Step Three If the grievance has not been resolved at Step Two, the grievant, group of grievants or APSCUF may, within fifteen (15) calendar days after the decision from the President or his/her designee at Step Two is due, submit a written appeal to the Chancellor of the STATE SYSTEM or his/her designee. The Chancellor of the STATE SYSTEM or his/her designee shall have thirty (30) calendar days following the receipt of such written appeal to submit a written response to the grievant, group of grievants and APSCUF.

Step Three Grievance Meeting:

1. A Step Three grievance meeting shall be held to research the facts of grievances, the alternative solutions to grievances and to improve the timeliness of grievance processing. The Step Three grievance meeting will include local University representatives, as designated by the President, local APSCUF representatives as designated by the local APSCUF President and a representative of the Office of the Chancellor and a State APSCUF representative. For purposes of scheduling Step Three grievance meetings, any grievance involving potential ongoing liability (one arising from discipline or from separation from employment, including discharge, non-renewal, denial of tenure, retrenchment and the like) shall take priority over other grievances.

2. The grievant(s) shall be asked to attend the Step Three grievance meeting, but his/her/their participation shall be voluntary. Nonparticipation on the part of the grievant(s) in the Step Three grievance meeting shall not be raised as a justification for the denial of the grievance, nor in subsequent arbitration hearings. The absence or presence of any party shall not be used as a mechanism to withhold information from any party.

3. Participants should be prepared to share information in support of their respective position(s). The parties shall share the name(s) of all individuals who will participate in each meeting no later than three business days prior to the scheduled meeting.

4. Step Three grievance meetings shall not impede the normal process and progress of any grievance's movement through the grievance procedure as set forth in this Article. Specifically, the scheduling and conduct of the Step Three grievance meeting shall not delay either the deadline for referring the grievance to Step Four (Binding Arbitration) or the scheduling of an arbitration hearing, unless the STATE SYSTEM and State APSCUF agree in writing to hold the grievance in abeyance for a specified time period.

5. The Office of the Chancellor Labor Relations Department will issue a Step Three grievance status report to all parties within fifteen (15) business days of the Step Three Meeting.

Step Four - Binding Arbitration If the grievance has not been resolved at Step Three, APSCUF, but not an individual FACULTY MEMBER or group of FACULTY MEMBERS, has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party, and shall within forty (40) calendar days of the receipt of the written response from Step Three submit a written notice to the Chancellor of the STATE SYSTEM or his/her designee of its intent to submit the grievance to binding arbitration. It is understood that only APSCUF, or counsel for APSCUF, may present the case in support of any grievance at arbitration.

D. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) calendar days of receipt of the above notice, the matter shall forthwith be submitted to the American Arbitration Association ("AAA") for the appointment of an arbitrator through the AAA's List With Appointment Service. Following appointment of the

arbitrator, the parties will promptly contact the arbitrator to schedule the hearing. In all cases, selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration rules of the AAA, provided, however, that the appointed arbitrator shall have the authority to interpret, apply and enforce these rules. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case.

The decision of the arbitrator shall be final and binding upon the parties, except where the decision would require an enactment of legislation in which case the decision shall be binding only if and when such legislation is enacted. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. Each case shall be considered on its merits and this collective bargaining agreement shall constitute the sole basis upon which the decision shall be rendered. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to his/her hearing and deciding the merits of the case. The arbitrator shall confine himself/herself to the precise issue the parties have agreed to submit for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

The arbitrator's fees and expenses shall be shared equally by APSCUF and the STATE SYSTEM/UNIVERSITIES, but each party shall bear its own cost of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event that the party who did not order a copy of the transcript at the hearing subsequently decides to order a copy of the transcript, that party shall share equally in the cost of the copy of the transcript provided to the arbitrator.

E. The failure of either party to demand compliance with or to comply with the time limits of Steps One to Three of Section C. of this Article shall not bar either party from requiring that the stated time limits at Step Four be met.

F. A FACULTY MEMBER may, in accordance with the provisions of Article 15, TENURE, appeal any discipline or discharge for just cause at the Third Step of this grievance procedure. Any such appeal must be presented in writing within fifteen (15) calendar days after the FACULTY MEMBER has received written notice of the disciplinary action. A copy of the said written notice shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the FACULTY MEMBER, whichever day is earlier.

G. Time of the Essence

1. The filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified

and, in the event such is not done, the Administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written or oral mutual agreement for any reason, and reasonable requests for extensions shall not be arbitrarily denied; and, provided further, that a grievant shall not be penalized as to time if he/she has been misled by a representative of the STATE SYSTEM/UNIVERSITIES.

2. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

H. Rights of APSCUF

1. APSCUF's representative(s) shall be advised of the existence of a grievance as soon as the University Administration becomes aware of its existence. As early as possible and practical, copies of all transcripts, documents and correspondence filed with respect to a grievance shall be made available to APSCUF, and at APSCUF's request be provided to APSCUF. Costs of reproduction shall be borne by APSCUF should the STATE SYSTEM/UNIVERSITIES request such payment.

2. Any individual FACULTY MEMBER or group of FACULTY MEMBERS shall have the right at any time to present grievances to the STATE SYSTEM/UNIVERSITIES and have them adjusted without the intervention of APSCUF, as long as the adjustment is not inconsistent with the terms of this Agreement; and provided further that APSCUF has been given the opportunity to be present at such adjustment.

3. APSCUF's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of APSCUF's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself/herself and APSCUF shall not interfere with that right.

I. Disposition of Grievances

Any settlement, withdrawal or disposition of a grievance at any step below Step Three in Section C., above, shall not constitute a binding precedent for the settlement of similar grievances in the future. The parties shall endeavor to implement fully any settlement agreement(s) or arbitration award(s) within sixty (60) days of the receipt of said agreement or award.

Article 6

DEPARTMENT CHAIRPERSONS

A. Duties

1. The department chairperson directs the activities of the department, subject to the approval of the Dean/Director. He/she is responsible to the Dean/Director for the development of department plans, guidelines and internal office operation; he/she directs

the department's administrative organization and may delegate authority and assign responsibility as appropriate; and he/she represents the academic discipline both on and off campus either personally or by designation of department representatives.

2. The department chairperson is also responsible for recommending to the Dean/Director such matters as personnel actions, curricular changes, course offerings, teaching assignments and the department budget.

3. In all phases of department affairs, the chairperson should be sensitive to and reflect, but not be restricted to, majority department faculty sentiment.

4. Current practices at each UNIVERSITY concerning summer duties and compensation of department chairpersons shall continue, provided each department chairperson receives the minimum summer compensation as set forth in 6.D.3.

B. Selection

1. a. The President or his/her designee and a committee selected by the department shall designate the individual or individuals who is (are) mutually acceptable to serve in the post of department chairperson. Upon request, the President or his/her designee will communicate the reason(s) for rejection of the candidate(s) to the department and the candidate(s). Such reason(s) shall not be reviewable through the grievance and arbitration procedure under this Agreement unless a violation of Article 3 is alleged. The chairperson shall be elected (or rejected) by the majority secret ballot vote of the regular FACULTY MEMBERS within the department from the individual or individuals designated. Except as provided in paragraph b, below, this procedure shall apply with respect to the appointment of an interim or acting department chairperson.

b. In the event there can be no agreement as to a mutually acceptable candidate for the office of department chairperson, the President or the Provost/Vice-President for Academic Affairs shall have the right to appoint an interim chairperson for a period not to exceed the longer of six (6) months or the end of the semester during which the six (6) month period expires; provided, however, this appointee shall not be an individual rejected by vote of the department in the most recent election.

2. Department chairperson elections were held in 2005 and shall be conducted every three (3) years thereafter. Elections shall be concluded no later than April 15. Newly elected department chairpersons shall take office one week following Spring commencement in the year in which elected; however, newly elected department chairpersons shall not receive a stipend or workload equivalency until the first day of the summer session or the next academic year, whichever is appropriate. Outgoing department chairpersons continue to receive their stipends and workload equivalencies until the end of the academic year. Should vacancies occur during the term of office, a special election must be held under the terms described above with the newly elected chairperson serving until the next regularly scheduled round of departmental elections.

3. When a department chairperson is not properly performing his/her duties in accordance with this Article, the President may remove the chairperson from office. A majority of the regular FACULTY MEMBERS of a department may request that the President remove the department chairperson and the President may, in his/her sole discretion, take such action. The request from the majority of regular FACULTY MEMBERS must be in writing, must be signed by those FACULTY MEMBERS making the request, and must contain a statement of the reasons for the request. Where such action is taken by the President, a special election must be held under the terms described above with the newly elected chairperson serving until the next regularly scheduled round of departmental elections.

4. Where there is mutual agreement between the chairperson and the President or his/her designee(s) as to the need for (an) assistant department chairperson(s), that (those) assistant(s) shall be appointed by the chairperson so long as the proposed appointee(s) receive(s) the approval of the majority of the regular FACULTY MEMBERS of the department and the approval of the President or his/her designee(s). Any such assistant shall serve at the pleasure of the chairperson, and in the event a new chairperson is selected for the department, the term(s) of the assistant chairperson(s) shall terminate.

C. Stipend

1. a. A teaching FACULTY MEMBER who performs the duties and responsibilities of a department chairperson in accordance with this Article shall receive a payment in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND
1-5	$1,000.00
6-10	$1,400.00
11-15	$1,800.00
16-20	$2,400.00
21-25	$2,800.00
26 or more	$3,200.00

b. Effective fall semester 2017, a teaching FACULTY MEMBER who performs the duties and responsibilities of a department chairperson in accordance with this Article shall receive a payment in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND
1-5	$1,500.00
6-10	$2,100.00
11-15	$2,700.00
16-20	$3,600.00
21-25	$4,200.00
26 or more	$4,800.00

2. A FACULTY MEMBER who performs the duties of assistant department chairperson shall receive an annual payment of $1000.00. Effective fall semester 2017, a FACULTY MEMBER who performs the duties of assistant department chairperson shall receive an annual payment of $1,500.00.

3. a. A FACULTY MEMBER who performs the duties and responsibilities of a department chairperson in a department of FACULTY MEMBERS whose basic responsibilities lie primarily outside the classroom shall receive a payment in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND	
	9 Month	12 Month
1-5	$3,500.00	$4,550.00
6-10	$4,000.00	$5,200.00
11-15	$4,500.00	$5,850.00
16-or more	$5,000.00	$6,500.00

b. Effective fall semester 2017, a FACULTY MEMBER who performs the duties and responsibilities of a department chairperson in a department of FACULTY MEMBERS whose basic responsibilities lie primarily outside the classroom shall receive a payment in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND	
	9 Month	12 Month
1-5	$4,375.00	$5,688.00
6-10	$5,000.00	$6,500.00
11-15	$5,625.00	$7,313.00
16-or more	$6,250.00	$8,125.00

D. Workload Equivalents and Summer Compensation

1. Teaching department chairpersons shall be granted minimum workload equivalents in accordance with the following schedule for the academic year:

DEPARTMENT SIZE	WORKLOAD EQUIVALENTS
1-9	25%
10-20	50%
21 or more	75%

Additional workload equivalents for teaching department chairpersons may be approved by the President or the Provost/Vice-President for Academic Affairs for departments with complex programmatic and/or administrative responsibilities. The President or the Provost/Vice-President for Academic Affairs may also approve summer compensation for chairpersons in appropriate departments.

2. Teaching assistant department chairperson(s) shall be granted a minimum workload equivalent of 25%. Where there is mutual agreement between the teaching chairperson and the President or the Provost/Vice President for Academic Affairs, the President or the Provost/Vice President for Academic Affairs may also approve summer compensation for teaching assistant chairperson(s) for departments with complex programmatic and/or administrative responsibilities.

3. Teaching department chairpersons shall receive a minimum of three (3) workload hours of summer compensation.

4. Existing summer school workload equivalents for teaching department chairpersons may not be reduced except by agreement at local meet and discuss.

Article 7

PERFORMANCE OF BARGAINING UNIT WORK

A. Preamble

No bargaining unit work may be assigned to another person except as provided in this Article.

B. ACADEMIC FACULTY and ADMINISTRATIVE FACULTY

1. Members of the ADMINISTRATIVE FACULTY may perform teaching duties as part of their professional responsibilities.

2. Members of the ADMINISTRATIVE FACULTY who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as ACADEMIC FACULTY MEMBERS.

3. ACADEMIC FACULTY MEMBERS performing professional duties of the ADMINISTRATIVE FACULTY shall be evaluated in the same manner as members of the ADMINISTRATIVE FACULTY.

4. Subject to the approval of the President and the majority secret ballot of the regular full-time FACULTY in the receiving department, members of the ADMINISTRATIVE FACULTY shall have the right to return to full-time teaching positions within departments in which they have formerly taught.

5. Members of the ADMINISTRATIVE FACULTY, who in the opinion of the President have the requisite qualifications to teach in a department, may be placed in a full-time, budgeted, available, uncommitted teaching vacancy in a department, provided that the approval of the majority secret ballot vote of the regular full-time FACULTY in the receiving department has been obtained prior to the appointment. An ADMINISTRATIVE FACULTY MEMBER placed in such a position shall retain all University-wide seniority credit previously accrued. Actions taken under this subsection shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, provided the department's approval has been obtained.

6. Subject to the approval of the President and the majority secret ballot vote of the regular full-time FACULTY in the receiving department, ACADEMIC FACULTY MEMBERS may be transferred full-time to another department within the bargaining unit (s). All rights under this Agreement shall be transferable to the new assignment. Such transfer and assignment shall only be made with the approval of the ACADEMIC FACULTY MEMBER involved.

7. Part-Time Teaching in Other Departments

a. FACULTY MEMBERS may be invited to teach on a part-time basis for other departments in the University. Such invitation must have the approval of the President and the majority secret ballot vote of the regular full-time FACULTY in the receiving and sending departments, and shall be voluntary on the part of the ACADEMIC or ADMINISTRATIVE FACULTY MEMBER.

b. Such invitation and assignment shall not exceed fifty percent (50%) of the ACADEMIC or ADMINISTRATIVE FACULTY MEMBERS' workload for the semester unless approved by the majority secret ballot vote of regular full-time FACULTY of the sending and receiving departments and local APSCUF.

c. All rights and responsibilities of FACULTY MEMBERS under this Agreement will remain with the sending department.

8. Visiting Appointments at Other Universities within the STATE SYSTEM

a. Tenured FACULTY MEMBERS may be invited to teach or provide other services to a department at another UNIVERSITY within the STATE SYSYEM on a temporary full-time or part-time basis. A visiting appointment under this Section shall be for up to two academic terms, and may be extended for up to two additional academic terms. The terms and duration of such invitation must have the approval of the Presidents of both UNIVERSITIES and the majority secret ballot vote of the regular full-time FACULTY in the receiving and sending departments, and shall be voluntary on the part of the FACULTY MEMBER.

b. A FACULTY MEMBER accepting a visiting appointment under this Section shall remain an employee of the sending UNIVERSITY, for purposes of salary, benefits, seniority and all other terms and conditions of employment.

c. If the receiving UNIVERSITY is less than 50 miles from the sending UNIVERSITY, the FACULTY MEMBER shall be compensated for travel costs in accordance with Article 32 TRAVEL EXPENSES. If the receiving UNIVERSITY is 50 or more miles from the sending UNIVERSITY, then, at the option of the FACULTY MEMBER, the FACULTY MEMBER shall either (1) be compensated for travel costs in accordance with Article 32 TRAVEL EXPENSES; or (2) shall be provided with reasonable housing accommodations, or a housing allowance sufficient to provide reasonable housing accommodations to the FACULTY MEMBER, taking into consideration the duration of the visiting appointment and the cost of rental housing in the vicinity of the receiving UNIVERSITY. At the time of the formal offer, the receiving UNIVERSITY shall provide written notice to the FACULTY MEMBER and to the APSCUF Chapter President at the receiving UNIVERSITY of the housing accommodations or housing allowance that will be provided.

d. In the event that a tenured FACULTY MEMBER is on a visiting appointment under this Section during any part of his/her evaluation year, he/she will be evaluated the first year following the visiting appointment.

C. Graduate Assistants

1. Presidents may appoint graduate assistants to be assigned to regular FACULTY MEMBERS to assist in research, instruction, and other professional duties.

2. At no time shall graduate assistants instruct lectures or laboratories unless the FACULTY MEMBER assigned to teach the course is present in the classroom or laboratory.

D. Teaching Associates

Teaching Associates may be appointed at UNIVERSITIES granting doctorates pursuant to the provisions set forth below:

1. In a given department the number of teaching associates may not exceed twenty percent (20%) of the number of the regular full-time FACULTY in that department; however, all departments with doctoral programs are entitled to at least three (3) teaching associates:

a. Prior to the beginning of each semester, a department with doctoral program(s) having teaching associates must report to local meet and discuss the number of teaching associates it has appointed for that semester. The number of teaching associates recommended must be approved by a majority secret ballot vote of the regular full-time FACULTY within the department in accordance with its established procedures.

b. The department must also report to local meet and discuss the total number of credit hours to be taught by teaching associates in the department. The number of credit hours recommended may not exceed the total number of workload equivalents granted to regular full-time FACULTY MEMBERS for scholarly activity in that department pursuant to Article 23, Section J. The department's report shall contain appropriate data to show compliance with this subsection.

2. A teaching associate may be appointed to a department if:

a. He/she is registered for credit as a doctoral student in good standing in the department and possesses a master's degree or at least thirty-six (36) graduate credits.

b. He/she is recommended for appointment by a majority secret ballot vote of the regular full-time FACULTY in the department in accordance with its established procedures.

3. An individual teaching associate will be appointed for one (1) academic year with the possibility of reappointment for a second year. Special requests for a third year appointment will be considered on a case by case basis and must be approved at local meet and discuss.

4. Teaching associates may teach no more than six (6) credits of undergraduate

courses per semester. These courses must be in the department in which the student is enrolled for doctoral study. In special cases, teaching associates may be given teaching assignments outside their major department in a closely related area if:

a. This action is recommended by a majority secret ballot vote of the regular full-time FACULTY in each department involved in accordance with its established procedures; and

b. There is agreement to this arrangement at local meet and discuss.

5. Teaching associates will be assigned a regular full-time FACULTY MEMBER as a mentor. The FACULTY mentor shall accrue one (1) credit hour workload equivalent for each teaching associate assigned to him/her in a given semester.

6. Teaching effectiveness will be the primary category for the evaluation of teaching associates. The procedures and criteria for evaluation of teaching associates shall be uniformly applied at the UNIVERSITIES and shall be agreed to at local meet and discuss, but must minimally include:

a. Student evaluations as mandated for probationary FACULTY in Article 12;

b. Classroom observations by the department evaluation committee and department chairperson as mandated for probationary FACULTY in Article 12;

c. A written evaluation from the FACULTY mentor which will be forwarded to the department evaluation committee and incorporated into the department evaluation committee's and department chairperson's reports pursuant to paragraph d. below;

d. Written evaluations by the department evaluation committee and department chairperson as mandated for probationary FACULTY in Article 12.

7. The University shall provide the teaching associate with a package of fee waivers and stipend in any combination, but waivers and stipend must total no less than a minimum of one-half of the current salary for Instructor Step 1.

8. General prohibitions:

a. Teaching associates may not be assigned to teach at branch campuses.

b. Teaching associates may not be assigned to teach summer school.

c. In no case shall a teaching associate be appointed in an academic area where there is a qualified retrenchee with preferential hiring rights or preferred rehiring rights in the STATE SYSTEM.

9. Indiana University of Pennsylvania administration and local APSCUF negotiated a local agreement concerning teaching associates dated February 10, 1999. The provisions of that agreement shall apply during the term of this Agreement for Indiana University of Pennsylvania only.

E. Distinguished Visiting Professors

The UNIVERSITIES may hire distinguished visiting professors within the provisions of this Article.

1. Visiting professors may be appointed by the President for terms up to two (2) years. A third year may be granted with the approval of APSCUF at local meet and discuss. Each University may have three (3) visiting professors at any time. UNIVERSITIES with an enrollment of more than 6,000 FTEs may employ one (1) additional visiting professor for each additional 2,500 FTEs or fraction thereof.

2. Criteria for visiting professorships shall be agreed upon at local meet and discuss and submitted to State Meet and Discuss for review and approval. These criteria shall reflect standards required of truly competent and distinguished individuals. Under no conditions shall distinguished visiting professors be hired until such time as the criteria has received final approval at State Meet and Discuss.

3. Presidents shall make such appointments upon the nomination of a department, secured by a secret ballot vote of the majority of the regular full-time FACULTY MEMBERS, for a specific visiting professor, and only upon the recommendation of a University-wide committee. The composition of the University-wide committee shall be agreed to at local meet and discuss.

4. The visiting professor must be appointed at the rank of Professor and shall be remunerated at a salary no lower than Professor Step 1. Such individuals may be remunerated at a rate of pay higher than that provided for in this Agreement. The thirty percent (30%) rule for full professorships shall not include appointments made under this Article.

5. In cases where distinguished individuals wish to contribute their services for less than the stipulated minimum pay, the terms of this Agreement shall require the approval of APSCUF at local meet and discuss.

6. Visiting professors may be assigned regular classes or special assignments, but in no case shall they assume overload assignments. It is the expectation that the University will seek to utilize the talents of these individuals in creative and non-traditional ways.

7. Visiting professors shall not be subject to the evaluation procedures of this Agreement, unless they do so voluntarily nor shall they exercise the voting rights of regular FACULTY MEMBERS as provided for in this Agreement.

8. In no case shall a visiting professor be hired to teach regular University courses in an academic department where there is a qualified retrenchee available.

F. Managers

1. Managers who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as an ACADEMIC FACULTY MEMBER(S), in accordance with the provisions of Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

2. A manager who has held a tenured faculty position at his/her University may, within three (3) years of his/her appointment to a management level position, return with the approval of the department to his/her former status in a department which has a vacancy approved by the President. Such approval shall require a majority secret ballot of the regular full-time members of the department. A manager who returns to a former department on or after January 1, 1986 in accordance with this procedure shall be given service credit for all prior time spent in what is now the bargaining unit, but shall receive no service credit for the time spent as a manager. Managers who returned to a former department prior to January 1, 1986 shall continue to receive service credits in accordance with the previous Agreements between the STATE SYSTEM and APSCUF.

3. Any manager other than those provided for in Section F.2. above shall begin his/her service in the bargaining unit with no service credit.

4. Acting Managers

a. A FACULTY MEMBER serving as an acting manager is a member of the FACULTY bargaining unit. A President or the Chancellor may make an initial acting manager appointment for two (2) years without approval of local or State APSCUF. Extensions for up to a second year require the approval of the FACULTY MEMBER and local APSCUF or State APSCUF for an appointment in the Office of the Chancellor, if only a one (1) year appointment is made and there is a need for an additional year. Time spent as an acting manager will accrue service credits in the bargaining unit as defined in the Seniority Policy.

b. A FACULTY MEMBER serving as an acting manager may teach one (1) course per semester (fall, spring, summer) without approval of local APSCUF. Local APSCUF approval is required, if the FACULTY MEMBER serving as an acting manager is requested to teach a second course during the semester. If a course is taught, overload shall be paid. The annual salary used in calculating overload will not include the out-of-class assignment monies. In no case shall an acting manager be assigned to teach where there is a qualified retrenchee with preferential hiring rights in the STATE SYSTEM.

c. FACULTY MEMBERS on nine (9) month contracts appointed as acting managers for up to one (1) year will not be entitled to annual leave. A FACULTY MEMBER appointed initially to a two (2) year appointment as an acting manager will receive ten (10) days of annual leave in the first year and fifteen (15) days of annual leave in the second year. Any annual leave not used will lapse at the end of the acting manager appointment. FACULTY MEMBERS on twelve (12) month contracts shall accrue and use annual leave pursuant to Article 21, FRINGE BENEFITS, Section G.

d. An acting manager may not participate in departmental meetings.

e. Time spent as an acting manager shall not count in computing the probationary period, but shall count when computing years of service for salary increments, promotion, and sabbatical leave.

f. A FACULTY MEMBER who is disciplined for conduct as an acting manager may not challenge the discipline pursuant to Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, unless disciplined for conduct related to the FACULTY MEMBER'S performance of duties and responsibilities as a FACULTY MEMBER.

G. Non-Bargaining Unit Employees

Non-bargaining unit employees, who in the opinion of the President have the requisite qualifications, may be assigned by the President to teach courses or perform other duties in an academic department provided the approval by secret ballot vote of the majority of the regular full-time FACULTY of the academic department and local APSCUF has been obtained prior to making the assignment. In no case shall such non-bargaining unit employees be assigned to teach or work in an area where there is a qualified retrenchee with preferential hiring rights in the STATE SYSTEM.

H. Academic Rank for Provosts and Academic Deans

Provosts and Academic Deans may be appointed with academic rank. Such an appointment with academic rank shall not make these managers members of the bargaining unit nor grant them any rights under this Agreement with the exception that should these managers assume a position in the bargaining unit, such position will be held at the academic rank awarded at the time of appointment.

I. Under no circumstances shall the STATE SYSTEM and/or UNIVERSITIES assign bargaining unit work as defined under Article 4 to undergraduate students.

Article 8

ACCRETION

Should additional UNIVERSITIES, branch campuses of UNIVERSITIES, or University teaching locations be established, FACULTY MEMBERS employed by the STATE SYSTEM who work at such sites shall be covered by the terms and conditions of this Agreement.

Article 9

RIGHTS AND PRIVILEGES OF APSCUF

A. "Meet and Discuss"

1. a. The Chancellor of the STATE SYSTEM or his/her designee shall meet monthly with a committee appointed by APSCUF for the purpose of discussing

matters related to the implementation of this Agreement.

b. The University President or his/her designee shall meet monthly with a committee appointed by the University chapter of APSCUF for the purpose of discussing matters related to the implementation of this Agreement.

c. The STATE SYSTEM/UNIVERSITIES and APSCUF agree that the issue of early retirement alternatives is an appropriate subject for Meet and Discuss at the state level in accordance with Article 9, RIGHTS AND PRIVILEGES OF APSCUF, Section A.1.a. of this Agreement.

2. Meetings shall be scheduled in such manner and at such times as the parties may mutually determine.

3. A record of the proceedings of such meetings, which accurately reflects the substance of the discussion, shall be maintained if the parties at such meetings mutually agree.

B. Nothing contained in Section A. shall prevent discussions between the President and/or the Provost or appropriate Vice President and the University chapter of APSCUF concerning matters of the development of educational policy and the functions and responsibilities of the FACULTY.

C. 1. Duly authorized representatives of APSCUF shall be permitted to transact official APSCUF business on University property at reasonable times, provided that such business shall not interfere with or interrupt normal University operations or the responsibilities of FACULTY MEMBERS.

2. APSCUF shall have access to the use of University equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the University. APSCUF shall pay the cost of all materials, supplies and other charges incident to such use, including postage and telephones.

D. The STATE SYSTEM/UNIVERSITIES shall make available to APSCUF, upon its reasonable request and within a reasonable time thereafter, such accurate information, records, statistics, and financial data related to the bargaining unit, and operation of the UNIVERSITIES which are in the possession of the STATE SYSTEM/UNIVERSITIES or its agents and are necessary for negotiations and/or the implementation of this Agreement. The STATE SYSTEM/UNIVERSITIES shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

E. FACULTY MEMBERS shall be permitted to participate in meetings of APSCUF provided that University management is given at least one week advance notice and that the duties and responsibilities of the FACULTY MEMBER are fulfilled, and provided further that any additional costs to the University which arise as a result of the FACULTY MEMBER'S participation in such meetings will be paid for by APSCUF, and provided finally that all expenses of the FACULTY MEMBERS who participate in such meetings shall be paid for by APSCUF.

F. All newly-hired regular and temporary FACULTY shall be invited to attend a University-wide orientation once each year. APSCUF's designated representative shall be given a place on the agenda for at least 90 minutes at formal University-wide orientations for FACULTY and shall be invited to participate in any additional FACULTY orientations held during the course of the year.

G. The UNIVERSITIES shall advise APSCUF of all vacancies in FACULTY and management positions, but neither APSCUF nor FACULTY MEMBERS shall have any special rights with respect to any such vacancies, except as otherwise provided in this Agreement.

H. APSCUF's designated campus representative at each University and up to two (2) statewide representatives from all the UNIVERSITIES shall be granted priority in the selection of times for their teaching schedules and other professional responsibilities in order to facilitate the implementation of this Agreement.

I. APSCUF shall have the right to use the University's mail distribution service (including electronic mail) for APSCUF official communications. The University will not block APSCUF email addresses.

J. The STATE SYSTEM and/or the UNIVERSITIES shall advise the appropriate body of APSCUF two (2) weeks in advance, or promptly after scheduling, of open meetings of the University's Council of Trustees and of the STATE SYSTEM Board of Governors; and shall provide APSCUF with a copy of the advance agenda for any such meetings, if one is available. APSCUF, as the exclusive bargaining agent for the FACULTY, shall, at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, APSCUF shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Article 10

RIGHTS OF THE STATE SYSTEM/UNIVERSITIES

A. The STATE SYSTEM/UNIVERSITIES, at their sound discretion, possess the right, in accordance with applicable laws, to manage all operations including the direction of FACULTY and the right to plan, direct and control the operation of all facilities and property of the STATE SYSTEM, except as modified by this Agreement.

B. As provided by Act 195(Section 702), matters of inherent managerial policy are reserved exclusively to the STATE SYSTEM/UNIVERSITIES. These "include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer (STATE SYSTEM/UNIVERSITIES), standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel."

C. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a 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 STATE SYSTEM/UNIVERSITIES in the past.

Article 11

APPOINTMENT OF FACULTY

A. 1. In the event the President approves the filling of a vacancy within a department, a candidate, who may be secured from any source, first must be recommended by the majority of the regular full-time department FACULTY in accordance with the procedure developed by that department FACULTY. No FACULTY MEMBER shall participate in this vote, if a member of his/her immediate family or a person residing in his/her household is a candidate for appointment. Immediate family shall be defined as spouse/DOMESTIC PARTNER, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law.

2. When a FACULTY MEMBER must withdraw from participation in the appointment procedure in accordance with subsection 1. above, he/she shall not be included in the total number of regular full-time department FACULTY for the purpose of determining the majority vote necessary for the department recommendation for appointment.

3. The right of department FACULTY to recommend a candidate for hiring shall also include the right to recommend equivalencies in lieu of the qualifications specified in Act 182 (1963), as amended, for the purposes of hiring.

4. If a candidate is not recommended by the department FACULTY, he/she shall not be hired. If a candidate is recommended to the department by management and is rejected by the department, the reasons therefore shall be given in writing to the President or his/her designee within twenty-one (21) calendar days of such rejection. If the department fails to provide the specific reasons for the rejection of the candidate recommended by management within the twenty-one (21) calendar days, the President may appoint the candidate.

B. The recommendation of the department FACULTY in accordance with the provisions of Section A. above then must be reviewed by the department chairperson. A department chairperson shall not be permitted to participate in the review of any candidate, if any candidate is a member of his/her immediate family as defined in Section A.1. above, or a person residing in his/her household. The department shall select another FACULTY MEMBER in the department acceptable to the department and management to substitute for the department chairperson.

C. After review by the department chairperson, the name of a candidate(s) recommended by the majority of regular full-time department FACULTY, irrespective of the recommendation of the department chairperson, shall be submitted to the President or his/her designee, together with the recommendations both of the majority of regular full-time department FACULTY and of the department chairperson. The President or his/her designee may accept or reject the recommendation of the department FACULTY, including the recommendation of the department chairperson, and that decision shall be final; provided, however, that if the recommendation is rejected, the reasons therefore shall be given to the department FACULTY, if requested; and provided further, that in the event of any such rejection, the procedure specified above shall be repeated until a candidate shall have been appointed to fill the vacancy.

D. If the President agrees with the majority of the regular full-time department FACULTY'S recommendation as to a candidate, he/she shall make the appointment of that candidate to such rank and at such salary as he/she shall deem appropriate.

E. In the event there is no agreement between the President and the majority of the regular full-time department FACULTY as to a mutually acceptable candidate for appointment to fill the approved vacancy, the President shall have the right to appoint a person to fill the vacancy on an interim basis for a period not to exceed nine (9) months or one (1) academic year, unless a longer period is mutually agreed upon. The President or his/her designee shall notify local APSCUF of any such appointment at the time the appointment is made. In no case may the President appoint a person more than once under the provisions of this subsection.

F. Regulations Regarding The Hiring Of Temporary and Regular Part-Time FACULTY MEMBERS

1. The full-time equivalent (FTE) of temporary and regular part-time FACULTY MEMBERS at any University shall not exceed twenty-five percent (25%) of the full-time equivalent (FTE) of all FACULTY MEMBERS employed at that University as of October 31 of the previous year. A UNIVERSITY and local APSCUF may, by written local agreement, exceed the limit provided herein.

2. All Universities shall be in compliance with the twenty-five percent (25%) FTE limit as set forth above. Exceptions to the above provision (F.1.) are those temporary FACULTY MEMBERS employed in the same department as replacements for regular FACULTY MEMBERS granted approved leaves of absences. A grievance alleging a violation of this provision may be filed directly at Step 3 of the grievance procedure under Article 5.

3. By November 15 of each year, each University will provide the local APSCUF President and the State APSCUF President with a list of the names of all regular full-time and regular part-time FACULTY MEMBERS (i.e. head count) by department employed at that University as of October 31 of that year.

4. By November 15 of each year, each University will provide the local APSCUF President and the State APSCUF President with a list of the names of all temporary full-time and temporary part-time FACULTY MEMBERS by department employed at that University as of October 31 of that year.

5. By March 15 of each year, each University will provide the local APSCUF President and the State APSCUF President with a list of the names of all temporary full-time and temporary part-time FACULTY MEMBERS by department employed at that University as of February 28 of that year.

G. 1. Effective with the spring 2017 semester and each spring semester thereafter, the University shall provide each department with a listing of temporary faculty who have worked five (5) full, consecutive academic years full-time (including the current academic year). The listing shall be provided to the Department no later than March 1. The regular department FACULTY shall hold a vote no later than April 15 to determine whether to recommend tenure-track status for any full-time, temporary FACULTY

MEMBER who has worked at a University for five (5) full, consecutive academic years in the same department (including the current academic year). The full-time temporary FACULTY MEMBER shall be offered placement in tenure-track status, if recommended by the majority of the regular department FACULTY in accordance with the procedure developed by that department FACULTY. The temporary FACULTY MEMBER may accept or decline the offer of tenure-track status without impact upon eligibility for rehire as a temporary FACULTY MEMBER. A decision to decline the offer shall not disqualify the FACULTY MEMBER for conversion in the following year, provided that he/she is otherwise eligible. In the event that the temporary FACULTY MEMBER accepts the offer of tenure-track status, he/she shall complete the tenure procedure as provided in Article 15. This Section shall not apply to FACULTY MEMBERS whose salaries are funded by a grant.

2. Time spent in a temporary or regular full-time position at the UNIVERSITY may be counted toward the required probationary period in accordance with Article 15, Section B if the FACULTY MEMBER agrees. A temporary FACULTY MEMBER who is converted to tenure-track pursuant to subsection 1 of this Section shall have until completion of his/her probationary period to attain the requisite qualifications for tenure as described in the appointment letter, including but not limited to the minimum qualifications for the rank of assistant professor as set forth in applicable laws, as required by Article 15 TENURE, Section B.

3. FACULTY MEMBERS who are placed in a tenure-track position in accordance with this Section shall receive hospital and medical insurance benefits between their last temporary semester and their first tenure-track semester.

4. No FACULTY MEMBER shall participate in a vote under the terms of Section G.1. above, if a member of his/her immediate family or a person residing in his/her household is being considered for tenure-track status. Immediate family shall be defined as spouse/DOMESTIC PARTNER, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother–in-law, or sister-in-law.

5. Effective July 1, 2007, except as specifically provided in this article, full-time temporary FACULTY MEMBERS shall not be placed in tenure track status.

H. 1. Effective with the Fall semester 1999 and each fall semester thereafter, each department shall survey its use of temporary FACULTY MEMBERS retroactive for three (3) years, in addition to the current year, and shall identify the courses and responsibilities within a disciplinary specialization which have been performed by temporary FACULTY MEMBERS. The department shall determine whether any group of such courses or responsibilities within a disciplinary specialization has constituted a full-time FACULTY position(s) over the eight (8) semesters and, if so, shall forward a recommendation to the President to create a regular position(s). Positions which are converted pursuant to this Section shall be filled in accordance with this Article. State Meet and Discuss shall develop guidelines to implement this provision at the local level.

2. The President shall then decide whether to convert the position(s) into a regular full-time position(s).

3. If the President denies the conversion of the position(s):

a. he/she shall explain the denial in writing to the department with a copy of the explanation provided to local APSCUF; and

b. the courses or responsibilities of the position(s) as determined by the department in Section H.1. above shall not be taught by temporary FACULTY MEMBER(S) for two (2) years from the denial of the conversion without the approval of local meet and discuss.

4. Exceptions to the provisions of this Section shall require the approval of the parties at State Meet and Discuss.

5. Replacements for FACULTY MEMBERS on sabbatical leaves, grant funded positions, or on approved leaves of absences shall not be subject to the provisions of this Section.

I. Reappointment of Temporary Faculty

1. A temporary FACULTY MEMBER who has been employed for a cumulative total of at least 60 workload hours at the same University and received satisfactory evaluations at every level shall have preference in decisions concerning appointment to a temporary position in the same department, in cases where the FACULTY MEMBER is relatively equally qualified to other candidates for the position. If two or more candidates have earned preference, the determination of which FACULTY MEMBER is appointed will be made at the sole discretion of the President or his/her designee.

2. No later than May 31, the University will notify all full-time temporary FACULTY MEMBERS whether or not they will be reappointed in the following academic year.

J. A temporary FACULTY MEMBER who is reappointed at the same University after a break of no more than one academic year or converted to a tenure-track position under Section G. must be appointed at a rank and step no lower than the FACULTY MEMBER held during his/her previous appointment.

K. The "Kelley" memorandum dated April 5, 2000; "McGuire" memorandum dated August 1, 1978; the "Ziegler" memorandum dated December 3, 1975; the "Ringler" memorandum dated December 9, 1974; and any other memoranda issued by representatives of the Pennsylvania Department of Education regarding the subject of temporary FACULTY MEMBERS are null and void and confer no rights upon APSCUF or FACULTY MEMBERS under this Agreement.

L. All temporary full-time FACULTY MEMBERS whose positions are primarily funded by Act 101, TRIO, Upward Bound, and other grants which have existed for fifteen (15) or more years at the University, shall receive an annual service increment when such increments are provided to full-time regular FACULTY in accordance with Article 22, Section B of this Agreement. Such employees shall also be eligible for promotion provided they meet the minimum qualifications for rank in accordance with Article 16 of this Agreement.

Article 12

PERFORMANCE REVIEW AND EVALUATION OF FACULTY

A. The process of FACULTY evaluation is perceived broadly as a means for extending opportunities for continuous professional development. The processes are intended to be supportive of a FACULTY MEMBER'S desire for continuing professional growth and academic excellence. With this orientation, FACULTY evaluation will be a contributor to the ongoing improvements of the academic programs of the UNIVERSITIES.

B. Categories for Performance Review and Evaluation

The following categories shall serve as the uniform system-wide basis for the evaluation of FACULTY MEMBERS at each University. The categories listed below shall be applied in the performance review and evaluation of temporary faculty, regular part-time faculty, probationary non-tenured faculty, tenured faculty and all applicants for promotion. Under each category are listed some examples of data upon which judgments can be made of the FACULTY MEMBER'S performance relative to a given category. When evaluating the data, the appropriate evaluator(s) shall give greater weight to the quality of the performance reflected in the data, than to the quantity of the data.

1. Effective teaching and fulfillment of professional responsibilities.

   a. This will be indicated, when applicable, by such items as:

      student evaluations, peer evaluations, classroom visitations, quality of syllabi, quality of student advisement, willingness to accept departmental work assignments, timely execution of work assignments, and any other data deemed appropriate and agreed to by the FACULTY and Administration at local meet and discuss.

   b. Evaluation of teaching effectiveness and fulfillment of professional responsibilities will not be based on a single datum. A combination of all appropriate data will be used to give sufficient evidence for an overall judgment of teaching effectiveness and fulfillment of professional responsibilities.

   c. For all FACULTY MEMBERS whose basic responsibilities lie outside the classroom, the duties and responsibilities of the position shall be the category instead of effective teaching.

   d. For FACULTY MEMBERS with mixed work assignments, effective teaching and the duties and responsibilities of the position shall be evaluated under the terms of this Article.

2. Continuing scholarly growth.

   This will be indicated, when applicable, by such items as:

      development of experimental programs (including distance education),

papers delivered at national and regional meetings of professional societies; regional and national awards; offices held in professional organizations; invitational lectures given; participation in panels at regional and national meetings of professional organizations; grant acquisitions; editorships of professional journals; participation in juried shows; program-related projects; quality of musical or theatrical performances; participation in one-person or invitational shows; consultantships; research projects and publication record; additional graduate work; contribution to the scholarly growth of one's peers; and any other data agreed to by the FACULTY and Administration at local meet and discuss.

3. Service: contribution to the University and/or community.

This will be indicated, when applicable, by such items as:

quality of participation in program, department, college, and University committees; APSCUF activity contributing to the governance of the University; development of new course(s) or program(s); training or assisting other FACULTY MEMBERS in the use of distance education technology; participation in University-wide colloquia; voluntary membership in professionally oriented, community based organizations reasonably related to the FACULTY MEMBER'S discipline; lectures and consultations; consulting with local and area agencies and organizations; and any other data agreed to by the FACULTY and Administration at local meet and discuss.

C. General Evaluation Procedures for Regular FACULTY MEMBERS

The following evaluation procedure shall apply to all regular FACULTY MEMBERS at each University.

1. a. Each department shall select a committee to assist in the evaluation function. The department evaluation committee shall consist of at least three (3) members, and shall exclude the department chairperson. The manner of selection shall be determined by the FACULTY MEMBERS in each department. If necessary, or desirable, as determined by the department or President, individuals from the same or within related disciplines, mutually acceptable to the FACULTY MEMBER, department and University, who are from outside the department or the UNIVERSITIES may be used in any or all parts of the evaluation process. When a FACULTY MEMBER being evaluated requests a change in the composition of the department evaluation committee, the FACULTY MEMBER must provide a written justification for the requested change. The request and justification shall be submitted to the department and the President and may be approved by either. Where a mutually acceptable individual cannot be agreed upon, the President shall provide the FACULTY MEMBER and the department with a list containing the names of at least three (3) individuals who have the qualifications for the position held by the FACULTY MEMBER being evaluated. The FACULTY MEMBER shall have three (3) working days in which to select

one individual from this list. If the FACULTY MEMBER fails to make a selection within the three (3) day period, the President, in consultation with the department chairperson and the department, shall designate one individual from this list to serve on the department evaluation committee. No FACULTY MEMBER shall serve on his/her own evaluation committee or as a member of the department evaluation committee for a member of his/her immediate family (spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law) or a person residing in the same household as the FACULTY MEMBER. Each department shall determine the rules and procedures under which the department evaluation committee will operate. Such rules and procedures shall be announced by the department prior to the commencement of the performance review and evaluation process.

b. The department evaluation committee shall utilize the following materials in preparation of its written evaluation and recommendation:

(1) Student evaluations in all classes during the fall of the year of evaluation for tenured FACULTY, and twice each academic year in all classes for probationary non-tenured FACULTY. An instrument for student evaluation of FACULTY shall be developed by local APSCUF, the University management, and the appropriate student government body as designated by the President, and approved by local APSCUF and the University management at local meet and discuss. If, in any year, no approved procedure and/or instrument exists, the department chairperson shall administer a student evaluation. Reproduction and tabulation of the University-wide student evaluation instrument will be the responsibility of the University management.

(2) Peer evaluations by the department evaluation committee and the department chairperson, including evaluations of classroom visitation. There shall be at least two (2) such classroom visitations each semester by the department evaluation committee, and one (1) such classroom visitation each year by the department chairperson for all non-tenured FACULTY. For all tenured FACULTY in the year of evaluation, there shall be one (1) such classroom visitation each semester by the department evaluation committee and one (1) such classroom visitation during the year by the department chairperson. Prior to putting a classroom visitation evaluation in writing, there shall be a discussion of the observations with the FACULTY MEMBER. These evaluations shall not displace nor diminish the importance of other evidence of the degree to which the FACULTY MEMBER'S responsibilities have been met during the evaluation period. The department evaluation committee shall designate the manner in which peer evaluations will take place.

(3) An updated copy of the FACULTY MEMBER'S vita.

(4) Any other pertinent data the FACULTY MEMBER wishes to submit (copies of articles published, letters from references, copies of grant applications, etc.).

(5) The evaluation process for FACULTY MEMBERS with work assignments outside of their department shall be conducted by the FACULTY in the unit where the work is performed and forwarded to the FACULTY MEMBER'S department for inclusion in his/her total evaluation.

(6) Other data which the department evaluation committee may deem pertinent, provided that the committee discloses such data to the FACULTY MEMBER, and provides the FACULTY MEMBER an opportunity to respond to the data.

c. (1) The department evaluation committee shall provide the FACULTY MEMBER with a reasonable opportunity to discuss its evaluation after which the committee shall submit its detailed written evaluation and recommendation along with the above mentioned supportive materials to the appropriate Academic Dean with a copy to the FACULTY MEMBER and the department chairperson. The FACULTY MEMBER may, if he/she disagrees with the committee's evaluation, send to the Dean a written response to the department evaluation committee's evaluation.

(2) The department chairperson shall provide the FACULTY MEMBER with a reasonable opportunity to discuss his/her evaluation after which the chairperson shall independently send a written evaluation with recommendations to the appropriate Academic Dean. The chairperson's evaluation shall be based on his/her knowledge and personal observation of the FACULTY MEMBER'S performance, the results of the department evaluation committee's evaluation and recommendations and the materials submitted by the FACULTY MEMBER. The chairperson shall provide copies of his/her evaluation and recommendations to the FACULTY MEMBER and the department evaluation committee. No department chairperson shall provide a chairperson evaluation of himself/herself, or an evaluation of a member of his/her immediate family or a person residing in his/her household. Immediate family shall be defined as spouse/DOMESTIC PARTNER, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law. The department (excluding the Chair) shall select another FACULTY MEMBER acceptable to the department, the FACULTY MEMBER being evaluated, and management to substitute for the department chairperson. Where a mutually acceptable individual cannot be agreed upon, the President shall provide the FACULTY MEMBER and the department with a list containing the names of at least three (3) regular FACULTY MEMBERS who did not participate in the department evaluation committee. The FACULTY MEMBER shall have three (3) working days in which to select one individual from this list. If the FACULTY MEMBER fails to make a selection within the three (3) day period, the President, in consultation with the department, shall designate one individual from this list to serve in the department chair's stead.

(3) The Dean shall provide a written performance review in accordance with this Article. The FACULTY MEMBER shall be provided with an opportunity by the Dean to discuss the performance review and such discussion shall be specific and detailed and clearly set forth those areas of performance, if any, which require improvement. A copy of the draft performance review by the Dean shall be provided to the FACULTY MEMBER prior to discussion with the Dean. This review shall be based on the data supplied by the department evaluation committee, department chairperson and any other relevant and substantiated data gathered by the Dean, provided that such other data is disclosed to the FACULTY MEMBER, and the FACULTY MEMBER is afforded an opportunity to respond to the data. The Dean shall provide a copy of his/her performance review to the FACULTY MEMBER, the department chairperson, and the department evaluation committee. For FACULTY MEMBERS whose basic responsibilities lie outside the classroom, the appropriate management supervisor shall fulfill all responsibilities of the Dean listed in this Article. No Dean/management supervisor shall evaluate a member of his/her immediate family (spouse/DOMESTIC PARTNER, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law), or a person residing in his/her household. The President or his/her designee shall select another Dean/management supervisor as a substitute to provide the performance review.

2. The failure of a department, the department chairperson, or the department evaluation committee to carry out their duties and responsibilities shall not bar the President, the appropriate Academic Dean or other University management personnel from conducting, in good faith, the performance evaluation reviews nor from taking action to renew or non-renew a probationary non-tenured FACULTY MEMBER.

3. All evaluation reviews conducted by the President, appropriate Academic Dean, or other University management personnel shall be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, but only to the extent that the evaluation review was conducted in an arbitrary or capricious fashion. Action or inaction by the department, department chairperson or department evaluation committee with regard to the provisions of this Article shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

D. Evaluation of FACULTY MEMBERS Whose Basic Areas of Responsibility Lie Outside the Classroom

1. The evaluation procedures for such FACULTY MEMBERS will be the same as that outlined in Section C. of this Article. The written performance review will be provided to such FACULTY MEMBERS by the appropriate management supervisor.

2. Categories for the evaluation of such FACULTY MEMBERS shall be the same as for teaching FACULTY as set forth in Section B. of this Article, except that performance of duties as described in the official position description will be used in lieu of effective

teaching. If such FACULTY MEMBERS also teach courses, the category for effective teaching shall also be evaluated.

E. Evaluation of FACULTY MEMBERS with Mixed Workloads

The evaluation of such FACULTY MEMBERS shall include evaluations of both teaching duties and those responsibilities, which lie outside of the classroom, pursuant to the categories and procedures identified in this Article.

F. Evaluation of Probationary Non-Tenured FACULTY MEMBERS

1. A newly appointed tenure track FACULTY MEMBER will have probationary status for a period of five (5) years. Probationary FACULTY shall be made aware, by management in writing, at the time of their employment of the rules, regulations, procedures and objectives they are required to meet as FACULTY MEMBERS of the University. A copy of each letter of appointment shall be sent to the local APSCUF President.

2. Performance review evaluations for probationers in the first, second, third, and fourth year of employment shall contain a recommendation concerning renewal or non-renewal and shall specify any improvements which may be necessary.

3. Fall Hires:

a. The department evaluation committee shall forward its report and written recommendations as described in Section C.1.c.(1) of this Article by the following dates:

(1) first year probationary non-tenured FACULTY by January 30.

(2) second, third, fourth, and fifth year probationary non-tenured FACULTY by November 1.

b. The department chairperson shall forward his/her report and written recommendations as described in Section C.1.c.(2) of this Article by the following dates:

(1) first year probationary non-tenured FACULTY by February 7.

(2) second, third, fourth, and fifth year probationary non-tenured FACULTY by November 8.

c. The Dean or appropriate manager will provide the FACULTY MEMBER with his/her report and written recommendations by the following dates:

(1) first year probationary non-tenured FACULTY by February 28.

(2) second, third, fourth, and fifth year probationary non-tenured FACULTY by December 15.

4. Spring Hires:

a. The department evaluation committee shall forward its report and written recommendations as described in Section C.1.c.(1) of this Article by the following dates:

(1) first year probationary non-tenured FACULTY by September 23.

(2) second, third, and fourth year probationary non-tenured FACULTY by November 1.

(3) fifth year probationary non-tenured FACULTY by April 1.

b. The department chairperson shall forward his/her report and written recommendations as described in Section C.1.c.(2) of this Article by the following dates:

(1) first year probationary non-tenured FACULTY by September 30.

(2) second, third, and fourth year probationary non-tenured FACULTY by November 8.

(3) fifth year probationary non-tenured FACULTY by April 8.

c. The Dean or appropriate manager will provide the FACULTY MEMBER with his/her report and written recommendations by the following dates:

(1) first year probationary non-tenured FACULTY by October 30.

(2) second, third, and fourth year probationary non-tenured FACULTY by November 30.

(3) fifth year probationary non-tenured FACULTY by April 15.

5. No evaluations will be required after a probationer is sent a notice of non-renewal by the President.

6. Procedures relating to retention of a probationary non-tenured FACULTY MEMBER will be in accordance with the provisions of Article 14, RENEWALS AND NON-RENEWALS.

G. Evaluation of Tenured FACULTY MEMBERS

1. Each tenured FACULTY MEMBER shall receive a performance review evaluation from his/her Dean or appropriate manager as provided in Section C. of this Article no later than May 15 of his/her fifth year of appointment as a tenured FACULTY MEMBER and again no later than May 15 of every fifth year thereafter. Department evaluation committee reports shall be forwarded as described in Section C.1.c.(1) of this

Article by April 1. Department chairperson's reports shall be forwarded as described in Section C.1.c.(2) of this Article by April 8.

2. In the event that a tenured FACULTY MEMBER is on leave during any part of his/her evaluation year, he/she will be evaluated the first year following the leave.

3. Interim evaluations may be conducted, if judged necessary by the department or if required by the appropriate Academic Dean, due to identified deficiencies relating to the relevant categories set forth in Section B. above. The FACULTY MEMBER shall receive advance written notice of such deficiencies in the academic term preceding the interim evaluation. Such interim evaluations shall be limited to the category(ies) in which deficiencies were identified and will be conducted in accordance with the timelines defined in Sections G.1. (for interim evaluations beginning in the fall semester) or F.3. following the schedule for 5th year probationary faculty (for interim evaluations beginning in the spring semester). These performance reviews must be provided in writing to the tenured FACULTY MEMBER.

H. Evaluation Procedures for Temporary FACULTY MEMBERS

1. Evaluations for temporary FACULTY MEMBERS appointed for a full academic year and temporary FACULTY MEMBERS appointed for spring semester only shall be conducted using the procedures for regular FACULTY MEMBERS described in Section C. of this Article and the schedule for evaluation of tenured FACULTY MEMBERS described in Section G.1. of this Article.

2. The evaluations for temporary FACULTY MEMBERS appointed for fall semester only shall be conducted in the fall using the procedures for regular FACULTY MEMBERS described in Section C. of this Article and according to the following schedule:

a. department evaluation committee reports by November 1.

b. department chairperson reports by November 8.

c. performance review by Dean or appropriate manager by November 30.

3. Only one (1) classroom observation from either the department chairperson or a member of the department evaluation committee shall be required for all part-time temporary faculty and full-time temporary faculty appointed for one (1) academic semester.

I. Evaluation of Faculty Who Teach Distance Education

1. Evaluation of FACULTY MEMBER(S) teaching distance education courses shall follow the same procedures and practices that apply to regular classroom courses identified in Article 12, PERFORMANCE REVIEW AND EVALUATION.

2. For distance education courses, an appropriate student evaluation instrument shall be developed by local APSCUF, the University management and the appropriate student

government body as designated by the President, and approved by local APSCUF and the University management at local meet and discuss. This student evaluation instrument shall be reviewed every four years by local APSCUF, the University management and the appropriate student government body as designated by the President, to ensure its continued effectiveness. The University shall insure that student evaluation instruments are made available to, and completed by students' at all remote sites.

Article 13

PERSONNEL FILES

A. 1. Each University shall maintain one (1) confidential complete official personnel file for each FACULTY MEMBER. No anonymous material shall be placed in the official personnel file. A FACULTY MEMBER upon his/her request shall have the right to receive a copy of material placed in the personnel file by management personnel.

2. In addition, there may be one (1) official pre-employment file which shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the University. At the time of the granting of tenure all letters of reference and recommendation shall be destroyed and academic credentials shall be transferred to the official personnel file, unless there is an Equal Employment Opportunity Commission action pending against the University. If there is an Equal Employment Opportunity Commission action pending, the pre-employment file should be forwarded to the Office of the Chief Counsel for the STATE SYSTEM for inclusion in that Office's litigation files or for destruction by that Office.

3. A FACULTY MEMBER shall have the right to make such additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary. Only material which is directly related to the FACULTY MEMBER'S work performance shall be included in the confidential personnel file.

B. 1. A FACULTY MEMBER shall have access to his/her official personnel file during regular office hours, provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the FACULTY MEMBER, and his/her access to the file shall be only in the presence of someone in authority in the office.

2. In addition to the FACULTY MEMBER, only the Chancellor, President and their designees shall have access to the official personnel file without the express written approval of the FACULTY MEMBER. The President and his/her designee shall be responsible for the placement of material in, and the removal of material from, the official personnel file.

3. The FACULTY MEMBER shall have no right of access to the official confidential pre-employment file.

4. APSCUF shall have access to the official personnel file of a FACULTY MEMBER at reasonable times during regular office hours, after having given reasonable

notice, provided APSCUF first shall have obtained the express written approval of that FACULTY MEMBER.

5. Departmental and University-wide tenure and promotion committees shall have access to the official personnel file of any FACULTY MEMBER who is being considered for tenure and/or for promotion who, at the time of application, gives approval in writing. The application form of each University shall include a statement giving the applicant an option either to submit or to withhold the file.

C. If the official personnel file is duly subpoenaed in accordance with law, the FACULTY MEMBER shall be notified at the earliest possible time.

Article 14

RENEWALS AND NON-RENEWALS

A. Procedure

1. Probationary non-tenured FACULTY appointments are for one (1) year at a time and are subject to renewal or non-renewal. The total period of unbroken full-time service in a probationary non-tenured FACULTY position at the same University prior to applying for tenure will be four and one-half (4 1/2) years, except as provided in Article 15, TENURE, Section B.

2. In the case of each probationary non-tenured FACULTY MEMBER, a determination must be made each year whether to renew the appointment of the probationer or non-renew the probationary non-tenured FACULTY MEMBER'S appointment. A probationary non-tenured FACULTY MEMBER in his/her fifth year of probationary employment may apply for tenure by December 31 (May 1 for FACULTY MEMBERS with January anniversary dates). Failure to apply for tenure shall result in the sixth year being the terminal year of employment.

3. The evaluation procedures for probationary non-tenured FACULTY MEMBERS are delineated in Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

4. Notice of Renewal and Non-Renewal

a. Probationers appointed at the start of the academic year

(1) Probationers in their first year:

No later than April 1, first year probationers will be notified, in writing, by the President of renewal or non-renewal. The non-renewal will be effective at the end of that academic year. Reasons for non-renewal shall be supplied to the FACULTY MEMBER, in writing, if requested.

(2) Probationers in their second through fourth year:

Notice of renewal or non-renewal of second, third, and fourth year probationers will be sent by the President no later than January 30 of the second, third, or fourth year of probationary employment. Non-renewals will be effective at the end of the academic year in which the non-renewal notice is sent. Reasons for non-renewal shall be supplied to the FACULTY MEMBER, in writing, if requested.

(3) Probationers in their fifth year:

Notice of renewal or non-renewal of fifth year probationers will be in accordance with the provisions of Article 15, TENURE.

b. Probationers appointed at mid-year (January)

(1) For probationers in their first year of probationary employment, notice of renewal or non-renewal for mid-year appointees shall be sent by the President no later than November 15 of their first year of probationary employment, and such non-renewal shall be effective at the end of that semester.

(2) For probationers in their second, third, and fourth year of probationary employment, notice of renewal or non-renewal for mid-year appointees shall be sent by the President no later than December 15 of the second, third, or fourth year of probationary employment. Such a non-renewal notice shall be effective at the end of the spring semester of the third, fourth or fifth year of probationary employment.

(3) Notice of renewal or non-renewal of fifth year mid-year appointees shall be in accordance with the provisions of Article 15, TENURE.

5. An individual probationary non-tenured FACULTY MEMBER in the first and second year of probationary employment shall have the right to grieve, in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, non-renewal only as to himself/herself and then only with respect to failure to observe the time limits set forth in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

6. Should the University President decide not to renew a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, who has been recommended by the department chairperson and the department evaluation committee, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

7. Should either a department chairperson or the department evaluation committee not recommend renewal for a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, the non-renewal shall be sent to the University-wide tenure committee by the President for its recommendation. If, and only if, two (2) of the three (3) recommendations (department evaluation committee, department chairperson, University-wide tenure committee) favor renewal and the President fails to renew, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

8. An individual probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary appointment who does not secure at least two (2) positive recommendations shall have the right to grieve in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement only with respect to failure to observe the time limits set in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

9. The burden of proof in grievances and arbitrations filed under Sections A.6., A.7., and A.8. of this Article shall be upon the FACULTY MEMBER to show why he/she should be renewed.

B. Resignation

Any FACULTY MEMBER who does not intend to return for the following academic year shall so notify the President at the earliest possible time, but not later than March 31 of the then current year.

The STATE SYSTEM/UNIVERSITIES shall have no obligation to provide letters of reference to any FACULTY MEMBER who fails to comply with the provisions of this Section.

Article 15

TENURE

A. Definition

Tenure shall mean the right of a FACULTY MEMBER to hold his/her position and not to be removed therefrom except for just cause as hereinafter set forth in this Article or except as provided elsewhere in this Agreement.

B. There shall be a probationary period of five (5) full academic years at the University (from the most recent date of appointment) for each FACULTY MEMBER. During the probationary period, the FACULTY MEMBER shall be observed and evaluated in accordance with the provisions of Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY. Only full-time employment at the University in a non-temporary position shall be counted in computing the probationary period, except that time spent in a temporary or regular part-time, temporary full-time or regular full-time position at any UNIVERSITY or any other

regionally accredited or internationally acclaimed four year institution of higher education may, on the recommendation of the department and the approval of the President, be counted toward the required probationary period. Any semester a probationary FACULTY MEMBER is on full leave from the University, with or without pay, will not be counted toward the required probationary period. No FACULTY MEMBER will be granted tenure unless he/she has met the minimum qualifications for the rank of assistant professor as set forth in applicable laws.

C. 1. Each University President shall, by October 1 (February 1 for FACULTY MEMBERS with January anniversary dates), send a notice to all fifth year probationers with copies to the appropriate department chairperson, Dean (or other appropriate manager) and Provost notifying the fifth year probationer that he/she has until December 31 (May 1 for FACULTY MEMBERS with January anniversary dates) of that year to apply for tenure. By December 31 (May 1 for FACULTY MEMBERS with January anniversary dates) of the fifth year of the probationary period, a FACULTY MEMBER may apply for tenure. The request for tenure shall be submitted to the President, with a copy to the appropriate department. This request shall include a statement of the reasons why the FACULTY MEMBER believes he/she should be granted tenure. By May 31 (December 31 for FACULTY MEMBERS with January anniversary dates) of the fifth year of probationary employment, the President shall either grant tenure to the probationer or the probationer's sixth year of employment shall be a terminal year of employment.

2. If a fifth year probationary FACULTY MEMBER fails to apply for tenure, that probationer's sixth year of employment shall be a terminal year.

D. All present FACULTY MEMBERS who hold tenure as the result of procedures established at their respective UNIVERSITIES shall continue in that status.

E. The procedure for granting tenure shall be:

1. A department committee, which shall include tenured FACULTY MEMBERS, if available, shall recommend to the University-wide tenure committee, elected by and from the FACULTY, the names of those eligible fifth-year probationary non-tenured FACULTY MEMBERS of the department who have applied for tenure and whom they consider to be qualified for tenure; provided, however, that the department chairperson shall make an independent recommendation to the University-wide tenure committee regarding those other than himself/herself who have applied for tenure. No FACULTY MEMBER shall serve on a departmental or University-wide tenure committee when he/she, or a member of his/her immediate family, or a person residing in his/her household is an applicant for tenure. No department chairperson shall make a recommendation regarding tenure for himself/herself, or a member of his/her immediate family, or a person residing in his/her household. Immediate family shall be defined as spouse/DOMESTIC PARTNER, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law. A department chairperson shall not be permitted to participate in the review of any applicants, if he/she is an applicant, or if any applicant is a member of his/her immediate family or a person residing in his/her household. The department shall select another FACULTY MEMBER in the department acceptable to the department and management to substitute for the department chairperson.

If there is an insufficient number of tenured faculty members to serve on the department committee, the procedure identified in Article 12.C.1. a. shall be utilized to form the department committee.

2. The recommendation of the department committee and of the department chairperson shall be completed no later than February 15 (October 1 for FACULTY MEMBERS with January anniversary dates), and by that date, the department chairperson shall submit the full list provided by the department committee together with his/her recommendation, in writing, with respect to each applicant, to the University-wide tenure committee, and a copy of the full list shall be forwarded to the President. If the department committee or department chairperson fails to submit a recommendation to the University-wide tenure committee by the appropriate date, the applicant may submit the application and the supporting material directly to the University-wide tenure committee.

3. The University-wide tenure committee, which shall consist of tenured FACULTY MEMBERS, shall review all tenure applications and recommendations received pursuant to this Article and shall, by April 1 (November 1 for FACULTY MEMBERS with January anniversary dates), submit its recommendations (positive and negative), together with the data upon which those recommendations are based, to the President or his/her designee. Each applicant for tenure shall have the right to request and make an appearance before the University-wide tenure committee to speak on his/her own behalf, before the committee submits its recommendations to the President or his/her designee.

4. The President shall grant tenure effective as of the beginning of the next academic term to those FACULTY MEMBERS whom he/she approves and such decisions shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. However, if at least two (2) of the three (3) recommendations (department committee, University-wide committee, department chairperson) are positive with respect to the granting of tenure and the President denies tenure, the FACULTY MEMBER shall have the right to grieve the denial of tenure in accordance with the terms of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

5. The President shall notify in writing each eligible FACULTY MEMBER, who applied for tenure in accordance with the above, of either the positive or the negative decision made with respect to the granting of tenure. The President shall make his/her decision by May 31 (December 31 for FACULTY MEMBERS with January anniversary dates). In the event that the President does not grant tenure to a FACULTY MEMBER who has been so recommended by the University-wide tenure committee, the reasons therefore shall be given to such committee and the affected FACULTY MEMBER(S), if requested in writing.

6. The President shall act independently if the committee(s) fails to act within the time limits specified. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to tenure is not grievable and will not bar the President from taking actions he/she deems to be either appropriate or required.

7. Representatives of local APSCUF shall have the right to meet with the department and University-wide tenure committees for the purpose of explaining the duties and responsibilities of committee members.

F. 1. A tenured FACULTY MEMBER may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected FACULTY MEMBER and APSCUF, and that FACULTY MEMBER shall have the right to grieve solely by means of and in compliance with all provisions of the procedure provided for in Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

2. A probationary non-tenured FACULTY MEMBER may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined at any time prior to the expiration of his/her five (5) year probationary period. The President shall give written notice to the affected non-tenured probationary FACULTY MEMBER and APSCUF, specifying the reasons for the discipline, and that non-tenured probationary FACULTY MEMBER shall have the right to grieve where the non-tenured probationary FACULTY MEMBER asserts that the discipline is discriminatory or arbitrary and capricious, but such assertions shall be processed solely by means of and in compliance with all provisions of the procedure provided for in Section C. of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. This subsection does not apply to non-renewal actions.

G. 1. If a FACULTY MEMBER is terminated and a grievance is filed contesting the termination, all pay and benefits shall continue for a period of ninety (90) days from the effective date of termination, which date shall be determined solely by the President in his/her discretion. At the end of this ninety (90) day period all pay shall cease; all benefits likewise shall cease, with the exception of life insurance, hospital and medical coverage, and health and welfare benefits, which shall continue until the date the grievance is resolved or the date the arbitration decision is issued on the grievance, whichever occurs first.

2. The President, in his/her sole discretion, may extend the termination date of a FACULTY MEMBER and may assign the FACULTY MEMBER the same or other academic or administrative duties if the President in his/her sole discretion determines that such assignment will not be detrimental to the operation of the University. The FACULTY MEMBER may, at the President's sole discretion, be offered these same or other duties and may continue on the payroll of the University.

3. If a terminated FACULTY MEMBER contests his/her termination by filing a grievance, such grievance will be handled in an expeditious fashion in the steps of the grievance procedure. If the grievance is not resolved by the third step of the grievance procedure and APSCUF requests that the grievance be submitted to arbitration, the parties will make a good faith effort to schedule the grievance for hearing before an arbitrator within ninety (90) days, or sooner if possible, of the date the request for arbitration is received by the STATE SYSTEM/UNIVERSITIES.

H. If a FACULTY MEMBER is suspended pursuant to this Article, all benefits, including but not limited to hospital and medical insurance, life insurance, and health and welfare benefits, shall be continued for the duration of the suspension.

I. A President may grant Provosts and Academic Deans tenure in accordance with the following procedure. Such tenure will not accrue seniority credit within the bargaining unit, while serving in the management position. A President may place a Provost or Academic Dean who has been granted tenure in bargaining unit vacancies.

1. A President may grant tenure to a new or current Provost or Academic Dean who has previously obtained tenure at the UNIVERSITY or at another STATE SYSTEM UNIVERSITY.

2. A President may grant tenure to a new or current Provost or Academic Dean, who had previously obtained tenure at a regionally accredited four year institution, after submission of the name of the applicant(s) for tenure to the department's full-time regular FACULTY MEMBERS for a credential review and tenure recommendation.

3. New or current Provosts or Academic Deans, who had not previously obtained tenure, may be assigned to an academic department with academic rank by the President. In the event the individual is transferred to the bargaining unit by the President, he/she shall have the status of a probationary FACULTY MEMBER.

4. The President's decision to grant tenure to a Provost or Academic Dean shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

5. The following positions shall be eligible for tenure under this provision: the Chief Academic Officer of a UNIVERSITY, Deans of Schools or Colleges of a UNIVERSITY, and Graduate School Deans. New positions shall be eligible with the agreement of APSCUF and the STATE SYSTEM.

6. During the term of this Agreement, the STATE SYSTEM agrees not to retrench a FACULTY MEMBER teaching in a department where a Provost or Academic Dean has been placed into a bargaining unit vacancy, where the retrenchment is the direct result of the Provost's or Academic Dean's placement.

Article 16

PROMOTIONS

A. Qualifications and Categories for Evaluation

1. The minimum qualifications for ranks shall be as specified in the applicable laws.

2. In addition to the required minimum qualifications, categories for FACULTY promotions shall include, but not be limited to, the categories identified in Article 12, Section B., PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

3. Effective July 1, 2000, each University shall provide written job descriptions for all FACULTY MEMBERS whose basic responsibilities lie outside the classroom and for the nonclassroom responsibilities of FACULTY MEMBERS with mixed workloads. This official job description shall be the basis of the evaluation of these FACULTY

MEMBERS in lieu of effective teaching. A copy of the job description or any subsequent revision shall be placed in the FACULTY MEMBER'S official personnel file and a copy shall be sent to local APSCUF for informational purposes.

B. Promotion Policies and Procedures

The following promotion procedure shall be used at each University:

1. Promotions at each University shall be granted by the President only in accordance with the approved and published Statement of Promotion Policies and Procedures for each University.

2. The University-wide promotion committee shall be elected by and from the FACULTY and shall include no more than one (1) member from any department.

3. Any FACULTY MEMBER with the required minimum qualifications may submit an application for promotion, together with written substantiation of the above-mentioned criteria, not later than November 1.

4. Applications should be submitted to the appropriate department chairperson who shall immediately notify the departmental committee. In all cases an application must receive consideration first at the department level.

5. No FACULTY MEMBER shall serve on a departmental or University-wide committee when he/she or a member of his/her immediate family or a person residing in his/her household is an applicant for promotion. No department chairperson shall evaluate his/her own application for promotion or the application of a member of his/her immediate family or a person residing in his/her household. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law or sister-in-law. A department chairperson shall not be permitted to participate in the review of any applicants, if he/she or a member of his/her immediate family or a person residing in his/her household is an applicant. The department shall select another FACULTY MEMBER in the department acceptable to the department and management to substitute for the department chairperson.

6. The appropriate department committee and department chairperson shall submit the full list of applicants, together with a detailed recommendation in accordance with the University Statement on Promotion Policies and Procedures with respect to each applicant, in writing, to the University-wide promotion committee no later than February 1, with a copy of the list of applicants being forwarded to the appropriate Dean or other appropriate management personnel. In addition, all data and materials upon which the recommendation of the department committee is based shall be forwarded to the President or his/her designee by February 1. If the committee or chairperson fails to submit a recommendation to the University-wide promotion committee by the appropriate date, the applicant may submit the application and the supporting material directly to the University-wide promotion committee.

7. a. The Dean/Library Director (Provost at Mansfield University) shall submit a detailed recommendation for promotion according to the agreed upon criteria to

the University-wide promotion committee no later than February 1. The detailed recommendation for promotion shall be simultaneously provided to the FACULTY MEMBER, who may submit a written statement to the University-wide promotion committee addressing the dean's recommendation by February 15.

b. Following the dean's recommendation, the Provost shall submit a recommendation to the University-wide promotion committee no later than February 21, with a copy to the FACULTY MEMBER. The FACULTY MEMBER shall have opportunity to respond by March 1.

8. The University-wide promotion committee shall review all applications received from the departments. The University-wide promotion committee shall then forward the full list, together with its recommendations that are in accord with the University Statement on Promotion Policies and Procedures as to each applicant to the President or his/her designee not later than April 15.

9. The University-wide promotion committee shall have the right to consult with the appropriate department committee, department chairperson, deans, provost, or individuals submitting requests for promotion.

10. Each applicant for promotion shall have the right to request and make an appearance before the University-wide promotion committee to speak on his/her own behalf before the committee submits its recommendations to the President or his/her designee.

11. In the event the President or his/her designee rejects a recommendation of the University-wide promotion committee, that committee shall be notified in writing and shall be given an opportunity to discuss the matter with the President or his/her designee. Promotions shall be made by the President effective as of the beginning of the next academic semester and announced to the FACULTY not later than July 15 (January 15 for mid-year promotions, if applicable).

12. An individual FACULTY MEMBER shall have the right to grieve, in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, promotion decisions only as to himself/herself and then only with respect to failure by management to observe the procedures set forth above or insofar as other provisions of this Agreement may have been violated. Action or inaction by members of the bargaining units with regard to promotions shall not be grievable. Representatives of local APSCUF shall have the right to meet with the department and University-wide promotion committees to explain the duties and responsibilities of such committees.

C. Salary Increase Upon Promotion

Effective with the start of the fall semester, 2004, a FACULTY MEMBER who is promoted shall be placed on the negotiated salary step for the next higher rank, which is no less than ten percent (10%) above the FACULTY MEMBER'S current step. The ten percent (10%) includes any applicable service increment.

D. Amending Local Promotion Policies

University Statements on Promotion Policies and Procedures shall be amended by agreement at local meet and discuss and any amendments will be reviewed for approval by State Meet and Discuss for the sole purpose of insuring their compliance with this Agreement and the "Guidelines for the Preparation of a Statement of Promotion Policies and Procedures."

Article 17

SICK LEAVE

A. Accrual

1. a. A regular full-time FACULTY MEMBER shall accrue sick leave at the rate of fifteen (15) days for each academic year of service in accordance with current practice.

   b. Full-time temporary FACULTY MEMBERS employed for one (1) academic semester shall accrue seven and one-half (7 1/2) days of sick leave and full-time temporary FACULTY MEMBERS employed for one (1) academic year shall accrue fifteen (15) days of sick leave.

   c. A regular part-time FACULTY MEMBER shall accrue sick leave on a pro-rated basis according to the percentage of the standard workload assigned for the academic year.

   d. Part-time temporary FACULTY MEMBERS shall accrue one (1) day of sick leave per semester.

2. Sick leave shall be cumulative from year to year.

3. Sick leave with full pay to the total amount accumulated, but not to exceed the maximum allowed by law in a calendar year, may be granted to a FACULTY MEMBER for his/her personal illness or accident.

4. The provisions of this Article shall not preclude the granting of additional sick leave by administrative action in accordance with applicable law.

5. A FACULTY MEMBER shall be credited with paid sick leave while on sabbatical in accordance with the following schedule:

   a. 7 1/2 days shall be credited for a sabbatical leave with half pay for a full academic year or a sabbatical leave with full pay for one semester.

   b. 15 days shall be credited for a sabbatical leave with full pay for the entire academic year.

B. Usage

1. Sick leave to the maximum permitted by law (in any one (1) calendar year) shall be granted by management to a FACULTY MEMBER, and shall be charged to the FACULTY MEMBER for any absence related to the FACULTY MEMBER'S own personal illness or accident which occurs while the FACULTY MEMBER is in an active pay status. Sick leave usage shall be charged for each day of absence in a week during which the FACULTY MEMBER is in an active pay status on the basis of a five (5) day week, regardless of a FACULTY MEMBER'S work schedule in that week except for part-time FACULTY MEMBERS as identified in subsection 2 below. Sundays, holidays and vacation periods shall not be charged to sick leave.

2. A full-time FACULTY MEMBER who is absent for a partial day shall be charged one-half (1/2) day of sick leave. A part-time FACULTY MEMBER shall be charged one-half (1/2) day of sick leave for absences on days where he/she is scheduled to teach one (1) class and a full day of sick leave for absences when two (2) or more classes are scheduled to be taught.

3. No sick leave shall be used if the reason for the requested sick leave is an accidental injury which occurred while the FACULTY MEMBER was engaged in remunerative work unrelated to University duties.

4. A physician's statement may be required for absences of three (3) or more consecutive days because of illness, or in situations where, in the opinion of the FACULTY MEMBER'S appropriate Dean or other appropriate management personnel, sick leave is being abused.

5. FACULTY MEMBERS may use accumulated sick leave while working on a summer school contract in accordance with the following policy:

a. A FACULTY MEMBER who becomes ill after beginning summer classes may use accumulated sick leave if he or she has not yet used more than the maximum number of days allowed by law in the current calendar year.

b. A FACULTY MEMBER who is contracted to teach summer school and cannot report for work in accordance with the terms of the contract because of illness shall be permitted to use accumulated sick leave for the duration of the contracted session; provided that the FACULTY MEMBER submits proof of illness or disability in the form of a physician's certificate which shall be submitted prior to the start of the summer session if possible, and which shall state a prognosis and expected date of return; and provided further that the University may require the FACULTY MEMBER to be examined by a physician of the University's choice. If the physician chosen by the University determines that the illness or disability will not prevent the FACULTY MEMBER from fulfilling his/her contract duties and responsibilities, no sick leave shall be granted.

c. A regular FACULTY MEMBER who notifies the appropriate supervisor of a reasonable delay in reporting for the beginning of summer employment may

be granted paid sick leave for the period of absence.

d. Temporary faculty appointed for summer school are not entitled to receive pay for periods of absence due to illness.

6. Sick leave of one (1) week or less for ACADEMIC FACULTY MEMBERS may, at the discretion of the President or his/her designee, require that classes be covered by colleagues of the FACULTY MEMBER. For a sick leave period of more than one (1) week, the affected classes shall be covered, at the discretion of the President or his/her designee, either by hiring a temporary FACULTY MEMBER or by assigning classes to another FACULTY MEMBER. In this latter situation, overload, in accordance with Article 25, OVERLOAD, shall be paid to the extent the assignment exceeds the maximum teaching load provided in this Agreement.

7. In accordance with Act 182, whenever a FACULTY MEMBER shall be absent from duty because of a death in the immediate family of said FACULTY MEMBER, there shall be no deduction in salary of said FACULTY MEMBER for an absence not in excess of three (3) days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, domestic partner, or parent-in-law. Also included shall be any near relative who resides in the same household or any person with whom the FACULTY MEMBER has made his/her home. In addition, a FACULTY MEMBER may use up to two (2) days of sick leave for this purpose. The actual days to be granted shall be such as will accommodate the reasonable needs of the FACULTY MEMBER involved, and it is expected that his/her classes or other responsibilities will be covered by his/her colleagues.

8. Where sickness in the immediate family requires the FACULTY MEMBER'S absence from work, FACULTY MEMBERS may use not more than five (5) days of sick leave entitlement in each calendar year for that purpose. Unless granted an exception by the President or his/her designee, immediate family is defined as the husband, wife, domestic partner, child, or parent, of the FACULTY MEMBER or child of the FACULTY MEMBER'S domestic partner. The STATE SYSTEM/UNIVERSITIES may require proof of such family sickness in accordance with Section B.4. of this Article.

C. Sick Leave Bank

1. A sick leave bank shall be established at each University. All FACULTY MEMBERS who have earned a minimum of 315 days of sick leave shall be required to contribute one (1) day of sick leave each year to a sick leave bank. Should the sick leave bank be depleted, FACULTY MEMBERS may contribute unused sick leave on a voluntary basis.

2. FACULTY MEMBERS who have exhausted all accumulated, paid leave and personal days may submit a request to local APSCUF to use days from the University sick leave bank up to the maximum allowed by law in one (1) calendar year.

3. The sick leave bank will be administered by local APSCUF.

4. Local APSCUF shall notify the University of any FACULTY MEMBER who has received approval to withdraw paid sick leave from the bank and the number of days approved. Local APSCUF shall provide the University with a report of all sick leave bank activity at the end of each academic year.

D. Reporting Sick Leave

1. Except for emergencies, all requests for sick leave which can be anticipated (hospitalizations, surgical procedures, etc.) shall be submitted in advance. The request shall be made through the Employee Self Service system. The request shall be submitted to the appropriate Dean, or other appropriate management personnel, who shall indicate his/her approval or disapproval in a timely fashion.

2. When a FACULTY MEMBER experiences an emergency illness, it is incumbent on the FACULTY MEMBER to notify the appropriate Dean or other appropriate management personnel in a timely fashion.

3. The University personnel office shall maintain the official leave record of FACULTY MEMBERS in accordance with the provisions of Article 13, PERSONNEL FILES, and shall make periodic adjustments as appropriate to insure credit/usage records.

E. Payment for Sick Leave on Retirement

1. A FACULTY MEMBER who retires shall be paid for his/her unused sick leave, in accordance with the schedule set forth in subsection 2. below.

2. Upon retirement from the STATE SYSTEM/UNIVERSITIES, the following payment schedule shall apply:

DAYS ACCUMULATED	DAYS PAID
10 to 74 days	10
75 to 149 days	20
150 to 224 days	30
225 to 299 days	40
300 and over	50

3. Eligibility for payment under subsection 2. above shall be as follows:

a. Retirement at age sixty (60) or above with five (5) years of COMMONWEALTH/STATE SYSTEM service as a FACULTY MEMBER.

b. Disability retirement under the State Employees' Retirement System or the Public School Employees' Retirement System. For purposes of this subsection, a retirement under an Alternative Retirement Plan (see Article 20.C.) shall be considered disability retirement if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix E.

c. Retirement under age sixty (60) with at least twenty-five (25) years of COMMONWEALTH/STATE SYSTEM service. The twenty-five (25) years of service need not all be as a FACULTY MEMBER but may include periods of COMMONWEALTH/STATE SYSTEM service in other than FACULTY positions.

4. Such a FACULTY MEMBER shall not be paid for part days of accumulated sick leave.

5. If a FACULTY MEMBER dies while in active service, unused sick leave shall be paid in accordance with Section E.2. above to the designated beneficiaries of the deceased FACULTY MEMBER provided the FACULTY MEMBER would have been eligible under Section 3.a. above or the FACULTY MEMBER had seven (7) full years of COMMONWEALTH/STATE SYSTEM service. In the event of a work-related death, fifty (50) days of unused sick leave shall be paid to the designated beneficiaries, regardless of the age or number of years of service of the FACULTY MEMBER.

6. No payment herein shall be construed to add to the credited service of the retiring FACULTY MEMBER or to the retirement covered compensation of the member.

7. Payment for unused sick leave as provided for in this Section shall be at the rate of pay of the FACULTY MEMBER on the date of retirement or death.

Article 18

LEAVES OF ABSENCE

A. Sabbatical Leaves

1. A leave of absence for a period not to exceed eighteen (18) University calendar weeks with full pay in accordance with current scheduling practice, or a leave of absence for a period not to exceed thirty-six (36) University calendar weeks with half pay, in accordance with current scheduling practice, for restoration of health, study, travel, or other appropriate purposes, may be requested by a FACULTY MEMBER and may, at the discretion of the President, be granted to any FACULTY MEMBER of any University who has submitted a request for consideration for a sabbatical leave and who has completed seven (7) or more years of satisfactory service as a FACULTY MEMBER of one (1) or more of the UNIVERSITIES, as specified below. Library FACULTY MEMBERS who were granted ACADEMIC FACULTY rank shall accrue credits towards sabbatical leave only from the date the ACADEMIC FACULTY rank was granted. Sabbatical leaves granted after March 20, 1997, will be based primarily upon merit. Unused sabbatical leave credit may be considered in the selection process.

2. At least five (5) consecutive years of such service shall have been rendered to the University from which the leave is sought. A FACULTY MEMBER who has been granted an approved leave without pay shall not be deemed to have had his/her consecutive service interrupted; provided, however, that time spent on such leave shall not count as service toward a sabbatical leave nor towards the accumulation of sick leave.

3. If the University operates on a system of units other than semesters, the FACULTY MEMBER may, at his/her option, be granted a sabbatical leave corresponding to one (1) or more of these units so long as the restriction set forth in subsection 1. above, concerning total weeks of sabbatical leave which can be granted in each such leave, is met.

4. One (1) sabbatical leave may be requested, considered and granted in accordance with the procedures set forth in this Article for each additional seven (7) years of service. Leaves shall be accumulated so that no one shall lose entitlement to consideration for a sabbatical leave because of failure to use leave due to scheduling practices at a particular University, but no one shall be entitled to be considered for or use more than thirty-six (36) weeks of the accumulated leave as part of any one (1) sabbatical leave.

5. No FACULTY MEMBER who resigns, or who is retrenched, terminated, or for any other reason leaves employment with the STATE SYSTEM/UNIVERSITIES shall be entitled to request or be considered for the grant of a sabbatical leave. No sabbatical leave shall be granted unless the FACULTY MEMBER shall agree in writing to return to his/her employment with the University for a period of not less than one (1) year immediately following the expiration of such leave of absence. Where a FACULTY MEMBER has requested, been considered for, been granted and scheduled for a sabbatical leave in accordance with provisions of Section F.1. of Article 29, RETRENCHMENT, and that FACULTY MEMBER thereafter receives a notice of retrenchment in accordance with the terms of that same Article, the FACULTY MEMBER will be entitled to be returned to his/her former position but only for that period of time which precedes the effective date of the retrenchment. Nothing in this Agreement shall prevent the STATE SYSTEM/UNIVERSITIES from providing FACULTY MEMBERS who are on approved sabbatical leaves with notice of retrenchment in accordance with Article 29, RETRENCHMENT.

6. No sabbatical leave of absence shall be considered a termination or breach of the contract of employment and the FACULTY MEMBER on sabbatical leave shall be returned to the same position he/she occupied prior thereto.

7. If a FACULTY MEMBER is granted a sabbatical leave during two (2) summer periods the FACULTY MEMBER shall receive five (5) bi-weekly checks for each of the two (2) summer periods. However, a FACULTY MEMBER granted such a sabbatical leave shall not be eligible for a summer school contract.

8. Every FACULTY MEMBER while on sabbatical leave of absence shall be considered to be in regular full-time daily attendance in the position from which the leave is being taken during the period of said leave, for the purpose of determining the FACULTY MEMBER'S length of service and the right to receive increments as provided by law or contract.

9. Every FACULTY MEMBER on sabbatical leave shall retain the right to make contributions as a member of the State Employees' Retirement System, the Public School Employees' Retirement System, or an Alternative Retirement Plan (see Article 20.C.) and continue his/her membership therein.

10. Nothing in this Section shall be construed to prevent any FACULTY MEMBER on sabbatical leave from receiving a grant for further study from any institution of learning other than the University, which employs him/her.

11. Each University may grant sabbatical leaves of absence in any one (1) year to up to seven percent (7%) of its FACULTY.

12. a. A committee chosen by and from the FACULTY at each University shall receive applications for sabbatical leaves at a time and in a manner which it shall determine and announce. No FACULTY MEMBER shall serve on a departmental or University-wide committee when he/she or a member of his/her immediate family or a person residing in his/her household is an applicant for sabbatical leave. No department chairperson shall make a recommendation regarding sabbatical leave if he/she or a member of his/her immediate family or a person residing in his/her household is an applicant for sabbatical leave. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law or sister-in-law. A department chairperson shall not be permitted to participate in the review of any applicants, when he/she or a member of his/her immediate family or a person residing in his/her household is an applicant for sabbatical leave. The department shall select another FACULTY MEMBER in the department acceptable to the department and management to substitute for the department chairperson.

b. The committee shall review applications and forward the full list of applicants, with such recommendations, in priority order, to the President or his/her designee at least eight (8) months before the leave is to commence.

c. Should the President or his/her designee reject in whole or in part the recommendations of the committee, the committee shall be notified in writing and shall be given an opportunity to discuss the matter with the President or his/her designee, but the President shall make and announce his/her decision with respect to the granting of sabbatical leaves not later than six (6) months prior to the beginning of the time when the leave will commence.

d. As authorized by law, the President of each University shall have the right to consider requests for and make the determination concerning the granting of sabbatical leaves as he/she in his/her sole discretion deems appropriate and to make such regulations as he/she may deem necessary to make sure that a FACULTY MEMBER on sabbatical leave utilizes such leave properly for the purpose for which it was granted, including requiring reports from the FACULTY MEMBER in such manner as the President may deem necessary.

e. (1) An individual FACULTY MEMBER shall have the right to grieve, in accordance with the procedures of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, sabbatical leave decisions but only as to himself/herself and then only with respect to failure to observe the specific procedures set forth above.

(2) APSCUF shall have the right to grieve in accordance with the

procedures of said Article 5, with regard to a substantial change in the pattern of granting sabbatical leaves at a specific University.

B. Military Leaves

FACULTY MEMBERS shall be eligible for military leave in accordance with applicable law.

C. Civil Leave

1. A FACULTY MEMBER, who has not volunteered for jury duty, but who is called for jury duty, or who is not a party in a civil or criminal court proceeding but who is subpoenaed to attend court as a witness shall be granted a leave with pay while attending court and for the period of time that the FACULTY MEMBER'S attendance is required at court. Evidence of such required court attendance in the form of a subpoena or other written notification shall be presented to the FACULTY MEMBER'S Dean or other appropriate management representative as far in advance as is practicable. The University shall have the right to request the appropriate authorities to relieve such FACULTY MEMBER of jury duty or the court appearance in any manner permitted by law and the FACULTY MEMBER is expected to report for regular University duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. The term court as used in this subsection is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

2. FACULTY MEMBERS who are subpoenaed as witnesses in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Workers' Compensation Appeal Board, State Civil Service Commission, Pennsylvania Human Relations Commission, and Pennsylvania Labor Relations Board.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the President of the University as far in advance as practicable.

D. Professional Leaves/Educational Leaves

1. FACULTY MEMBERS may with the prior written approval of the President or his/her designee be granted professional or educational leaves without pay. The period of such leave shall be up to two years. The purpose of professional or educational leave shall be to enhance the educational capacity of the FACULTY MEMBER to better serve the educational mission of the UNIVERSITY.

2. Allowances for travel expenses in accordance with Article 32, TRAVEL EXPENSES, may be granted to FACULTY MEMBERS on such leave, subject to the availability of funds and to STATE SYSTEM/University regulations.

E. Leaves for APSCUF Service

FACULTY MEMBERS who are elected or appointed full-time officials or

representatives of APSCUF shall, at the written request of the FACULTY MEMBER, submitted not less than sixty (60) days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by the written mutual consent of APSCUF and the UNIVERSITIES. In no event shall more than three (3) FACULTY MEMBERS from the UNIVERSITIES be on such leave at any one time.

F. Miscellaneous Leaves Without Pay

FACULTY MEMBERS shall be granted leaves without pay at the sole discretion of the President or his/her designee for any reason, for a period not to exceed two (2) years, which may be extended at the discretion of the President or his/her designee for an additional two-year period.

G. Parental Leave

FACULTY MEMBERS shall be eligible for parental leave as provided as follows:

1. General

FACULTY MEMBERS of the STATE SYSTEM/UNIVERSITIES who become parents through childbirth, formal adoption, or placement of a child with a FACULTY MEMBER for foster care shall be granted unpaid parental leave upon request. Parental leave shall begin whenever the FACULTY MEMBER requests and may be used prior to the date of custody or placement when such is required for adoption or placement to proceed. No unpaid parental leave shall be granted beyond one (1) year from the date of birth, of assuming custody of an adopted child, or of placement of a foster child.

2. Granting Leave

a. A FACULTY MEMBER shall submit written notification to his/her Dean or immediate management supervisor and a copy to his/her department chairperson stating the anticipated duration of the parental leave, at least two (2) weeks in advance, if circumstances permit. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the FACULTY MEMBER and at the discretion of the President, parental leave may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of parental leave exceed twelve (12) months. FACULTY MEMBERS may, at the discretion of the President, be granted parental leave on an intermittent or reduced time basis. In such cases, FACULTY MEMBERS who are absent for a partial day will be charged one-half (1/2) day of leave against the days of entitlement. Leave entitlement will be pro-rated for part-time FACULTY MEMBERS.

b. In no case shall a pregnant FACULTY MEMBER be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

c. While a FACULTY MEMBER is on parental leave, the duties of the position shall either be performed by remaining FACULTY MEMBERS and the position kept vacant, or they shall be performed by a substitute employee.

3. Resumption of Duties

a. Every FACULTY MEMBER shall have the right to return to the same position held before going on parental leave, or to an equivalent position for which he/she qualifies.

b. A FACULTY MEMBER'S anniversary date shall be extended in the same manner as is done with respect to leaves without pay.

4. Leave Due to Pregnancy

A FACULTY MEMBER who is on parental leave is entitled to use accrued personal and sick leave for the period she is unable to work as certified by a physician. A FACULTY MEMBER on a twelve (12) month contract who is on parental leave may also use all accrued annual leave. All other periods of leave related to parental leave shall be leave without pay. Unused leave shall be carried over until her return. A FACULTY MEMBER shall not earn personal or sick leave while on parental leave without pay. A FACULTY MEMBER shall not earn annual leave while on parental leave without pay.

5. It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act, 43 P.S. Section 951 et seq., and with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

H. Childrearing Leave

FACULTY MEMBERS shall be granted leaves without pay at the sole discretion of the President or his/her designee for the purpose of childrearing, for a period not to exceed two (2) years, which may be extended at the discretion of the President or his/her designee for an additional two-year period.

I. Family Care Leave

1. A FACULTY MEMBER who has been employed for one (1) year, and who is otherwise eligible for Family and Medical Leave of Absence leave, shall be granted up to twelve (12) weeks of family care leave without pay to attend to the medical needs of a spouse, domestic partner, parent, son or daughter, child of a FACULTY MEMBER'S domestic partner, or other person qualifying as a dependent who has a serious health condition as defined by the Family and Medical Leave Act of 1993.

2. The FACULTY MEMBER shall submit a written notification to his/her Dean/immediate management supervisor stating the anticipated duration of the family care leave at least thirty (30) calendar days in advance, if circumstances permit. Documentation of the need for the family care leave may be required.

3. Leave for this purpose may be taken one (1) day at a time, if necessary. Leave shall be approved for less than one (1) day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993. FACULTY MEMBERS who are absent for a partial day shall be charged one-half (1/2) day of leave against the days of entitlement. Leave will be pro-rated for part-time FACULTY MEMBERS.

4. For purposes of this Section, parent shall be defined as the biological parent of the FACULTY MEMBER or an individual who stood in loco parentis to a FACULTY MEMBER when the FACULTY MEMBER was a child.

5. For purposes of this Section, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is:

(a) under eighteen (18) years of age; or

(b) eighteen (18) years of age or older and incapable of self-care due to a mental or physical disability.

6. Any eligible FACULTY MEMBER who is on family care leave may use all remaining paid leave, such as accrued annual leave, personal leave, and sick leave, where appropriate, as part of their family care leave. All other periods of leave related to family care leave shall be leave without pay.

7. It is understood by both parties that the provisions of this Section are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

Article 19

WORK-RELATED INJURIES

A. A FACULTY MEMBER who sustains a work-related injury during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the FACULTY MEMBER will be paid full pay reduced by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the FACULTY MEMBER'S net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) calendar years from the date the injury occurred.

A FACULTY MEMBER who sustained a work-related injury prior to July 1, 1981 will continue to receive benefits in accordance with the previous Agreement between the STATE SYSTEM and APSCUF.

B. There shall be no reduction in credited service under the State Employes' Retirement Code during the period of time that the FACULTY MEMBER is on work-related disability leave.

C. A FACULTY MEMBER who qualifies for work-related disability leave shall not be entitled to use sick, annual or personal leave during the period of eligibility. If the disability continues, sick leave accumulation may be taken at the expiration of the eligibility period to the extent of such accumulation, or the maximum allowed by law in a calendar year whichever is less. Effective July 1, 1981, sick leave and annual leave shall be earned on thirty-four percent (34%) of the work-related disability leave hours used. Personal leave shall not be earned during work-related disability leave.

D. A FACULTY MEMBER is required to refund to the Employer the amount of overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program. In no case shall a FACULTY MEMBER be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The Employer shall recover any amount in excess of the FACULTY MEMBER'S work-related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

E. STATE SYSTEM paid coverage for life insurance and for hospital and medical insurance as provided in Article 21, FRINGE BENEFITS, will continue for the period of time that the employee is on work-related disability leave.

F. A FACULTY MEMBER has the right to return to a position in the same department and at the same rank held before being disabled for a period of up to three (3) years from the date the injury occurred, provided the FACULTY MEMBER is fully capable of performing the duties of that position, subject to the provisions of Article 29, RETRENCHMENT. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the FACULTY MEMBER does not return to work immediately or if the FACULTY MEMBER retires or otherwise terminates employment. During the period of time between the end of the work-related disability leave and the end of the guarantee in this Section, the FACULTY MEMBER will be on leave without pay unless the employee is using sick leave in accordance with Section C of this Article.

G. The compensation for disability retirement arising out of work-related injuries shall be seventy percent (70%) of the final average salary less Workers' Compensation and Federal Social Security benefits.

H. A FACULTY MEMBER who sustains a work-related injury during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, may be absent from work with pay on ten (10) occasions without use of sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury for a period of three (3) years from the date the injury occurred. Each absence shall not exceed one (1) work day or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. FACULTY MEMBERS shall make reasonable efforts to schedule medical appointments during non-work

hours. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which Workers' Compensation is payable.

Article 20

RETIREMENT

A. FACULTY MEMBERS shall have the option to elect retirement under the State Employees' Retirement System, the Public School Employees' Retirement System, or an Alternative Retirement Plan (see Section C. below), in accordance with COMMONWEALTH rules and regulations then obtaining. In addition, they shall continue to enjoy those other retirement benefits that are currently provided under applicable laws. The amount to be contributed by the STATE SYSTEM (in the event of a selection of an Alternative Retirement Plan – see Section C. below) shall be calculated at the rate actuarially determined exclusively by the State Employees' Retirement Board to be payable to the State Employees' Retirement Fund for each such FACULTY MEMBER.

B. The parties shall meet and discuss during the term of the Agreement aspects of the COMMONWEALTH'S retirement program that are of mutual interest.

C. The State System of Higher Education has established an Alternative Retirement Plan for State System employees, which includes the vendor TIAA-CREF, and one or more other retirement vendors.

Additions or deletions of a vendor(s) in the Alternative Retirement Plan shall be brought to State Meet and Discuss for informational purposes only.

D. The provisions of this Article shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

Article 21

FRINGE BENEFITS

A. Health Benefits

1. Eligibility

a. All temporary full-time FACULTY MEMBERS who are employed to work a standard workload for one academic year and all regular full-time FACULTY MEMBERS are eligible for all health benefits provided in this Section. Whenever a full-time temporary FACULTY MEMBER is employed during the spring semester with a reasonable expectation of being re-employed during the fall semester, the FACULTY MEMBER shall be eligible to receive health benefits during the intervening summer. All temporary part-time and all regular part-time FACULTY MEMBERS who are employed to work at least fifty percent (50%) of a standard workload for one academic year are eligible for health benefits provided in this Article. All regular part-time FACULTY MEMBERS are also eligible for health benefits provided in this Article.

b. The STATE SYSTEM shall provide dependency coverage where the dependents, spouses/domestic partners and children, of the FACULTY MEMBERS qualify under such plan.

c. Eligible FACULTY MEMBERS shall be those determined by the health plans in accordance with the eligibility provisions of the STATE SYSTEM OF HIGHER EDUCATION Group Health Program (SSHEGHP). The choice among plans shall be operated as follows:

(1) The option to elect the coverage in a plan shall be made available to those FACULTY MEMBERS who reside within the service area of the plan.

(2) The amount and kind of benefits available to the FACULTY MEMBERS shall be those offered by the plan and contracted for by the STATE SYSTEM.

(3) The Health and Welfare Fund contribution rate, as set forth in Article 30, will not be affected as a result of the plan selected by the FACULTY MEMBER.

(4) The option to elect coverage under a plan shall be available during annual open enrollment periods designated by the STATE SYSTEM and the plans. FACULTY MEMBERS who move into a plan's service area may choose from available plans. FACULTY MEMBERS who are dissatisfied with an HMO may elect coverage in the PPO (plan design as referenced at subsection A.2.d. of this Article).

d. Spouse/Domestic Partner Coverage:

Effective for FACULTY MEMBERS hired on or after July 1, 2013, if a FACULTY MEMBER wishes to enroll his or her spouse or domestic partner in a STATE SYSTEM health plan, and that spouse or partner is eligible for coverage under his or her own employer's plan, the spouse/partner shall be required to enroll in that other employer's plan (which shall be his or her primary coverage), as a condition of eligibility for secondary coverage under the STATE SYSTEM plan, without regard to the amount of the cost-sharing required under the spouse/partner's plan, and without regard to any incentive the spouse/partner's plan may offer to the spouse/partner not to enroll. In the event that the spouse/partner loses coverage through his/her employer, the spouse/partner's coverage under the STATE SYSTEM plan shall immediately become primary.

2. Full-Time Employee Health Care Choices and Plan Design

a. Eligible full-time FACULTY MEMBERS shall be provided an annual opportunity to make health plan enrollment changes.

b. Effective January 1, 2017, the current Health Maintenance Organization (HMO) plans will be closed to new enrollments.

c. Effective July 1, 2017, the Keystone East HMO, the Keystone Central HMO and the Geisinger HMO plans will be eliminated. FACULTY MEMBERS enrolled in those HMO plans will be enrolled in the PPO plan unless they choose to waive coverage. The UPMC HMO will remain in place for FACULTY MEMBERS enrolled in the plan prior to January 1, 2017, but will be modified effective July 1, 2017 to have the same plan design features as those in effect for the PPO plan, including member deductibles and copays. The indemnity plan for active FACULTY MEMBERS was terminated effective July 1, 2015.

d. The State System will offer a Preferred Provider Organization (PPO) plan. The plan design for the PPO shall be as referenced in the Memorandum of Agreement of February 6, 2004, except as follows: (a) effective July 1, 2013, the office visit copay for specialists shall be increased from $15 to $25; and (b) effective July 1, 2013, the copay for an emergency room visit shall be increased from $50 to $100 (waived if admitted). Effective January 1, 2017, the PPO plan design will be modified as described in Appendix 1.

3. Full-Time Employee Premium Contribution

a. Effective July 1, 2010, all participating active full-time FACULTY MEMBERS shall contribute on a pre-tax basis, through bi-weekly payroll deductions, at a flat rate of fifteen percent (15%) of the STATE SYSTEM'S expected costs developed by the plan administrator for the type of contract for the chosen health and prescription drug plan for the fiscal year. Effective January 1, 2017, all participating active full-time FACULTY MEMBERS shall contribute on a pre-tax basis, through bi-weekly payroll deductions, at a flat rate of eighteen percent (18%) of the STATE SYSTEM'S expected costs developed by the plan administrator for the type of contract for the chosen health and prescription drug plan for the fiscal year. This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.

b. Contributions shall be established by plan based on the following demographic tiers: single, two-party, and family.

c. The STATE SYSTEM will continue to offer a health care management program (wellness program) to all eligible FACULTY MEMBERS in consultation with the Health Care Cost Containment Committee as provided in Appendix M. No changes shall be made to the wellness program's participation requirements during the term of this Agreement, to the extent practicable based upon the vendor's capabilities. In the event that it is not possible to maintain the same participation requirements due to vendor capabilities, any substantive changes to the program requirements shall require APSCUF approval.

d. Active eligible full-time FACULTY MEMBERS and covered spouses/domestic partners must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation level in 3.a above.

e. For those eligible full-time FACULTY MEMBERS and covered

spouses/domestic partners who do not participate in the health care management program (wellness program) when available, contributions will be as follows:

(1) As of July 1, 2010, an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-five percent (25%) of the STATE SYSTEM'S expected costs developed by the plan administrator (for the type of contract for the chosen health and prescription drug plan for the fiscal year). As of January 1, 2017, an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-eight percent (28%) of the STATE SYSTEM'S expected costs developed by the plan administrator (for the type of contract for the chosen health and prescription drug plan for fiscal year).

(2) As of July 1, 2017, the lesser of: 1) an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-eight percent (28%) of the STATE SYSTEM'S expected costs developed by the plan administrator (for the type of contract for the chosen health and prescription drug plan for the fiscal year) or, 2) an additional contribution amount equal to 30% of the STATE SYSTEM'S expected costs developed by the plan administrator of a single contract. This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.

f. FACULTY MEMBERS enrolled in an HMO shall not experience the increases for non-participants as set forth in e. above. FACULTY MEMBERS moving from the HMOs to the PPO (for example, as a result of elimination of the HMOs under Subsection 2.b., above) shall be subject to the State System's standard process for those who newly enroll in the PPO (either new employees or those moving from an HMO to a PPO). They will initially be enrolled at the lower contribution rates (set forth in Subsection 3.a., above), and will have until the end of the wellness program participation period to complete the program requirements in order to qualify for the lowest contribution rate effective with the beginning of the next plan year.

g. The parties have agreed in principle to develop a faculty premium contribution reconciliation program to ensure that contributions are calculated based on actual plan expenses paid by PASSHE. The terms of this agreement will be finalized once the pending health care contract is awarded, establishing the funding mechanism that will be utilized.

4. Part-Time Employee Health Care Choices and Plan Design

a. Eligible part-time FACULTY MEMBERS shall be provided an annual opportunity to make health plan enrollment changes.

b. The STATE SYSTEM shall provide eligible part-time FACULTY MEMBERS, who are expected to be in an active pay status at least fifty percent (50%) of the time every pay period of the academic year or full year, as

appropriate, for each FACULTY MEMBER'S position, with coverage under the HMO, or PPO plan (plan design as referenced subsection A.2.d. of this Article). Effective January 1, 2017, the PPO Plan design will be modified as described in Appendix 1.

c. The indemnity plan for active FACULTY MEMBERS was terminated effective July 1, 2015.

5. Part-Time Employee Premium Contribution

a. All participating active eligible part-time FACULTY MEMBERS shall contribute on a pre-tax basis, through bi-weekly payroll deductions, at a flat rate of fifty-seven and one-half percent (57.5 %) of the STATE SYSTEM'S expected costs developed by the plan administrator for the type of contract for the chosen health and prescription drug plan for the fiscal year. This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.

b. The STATE SYSTEM will continue to offer a health care management program (wellness program) to all eligible part-time FACULTY MEMBERS in consultation with the Health Care Cost Containment Committee as provided in Appendix M. No changes shall be made to the wellness program's participation requirements during the term of this Agreement, to the extent practicable based upon the vendor's capabilities. In the event that it is not possible to maintain the same participation requirements due to vendor capabilities, any substantive changes to the program requirements shall require APSCUF approval.

c. Active eligible part-time FACULTY MEMBERS and covered spouses/domestic partners must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation level in 5.a above.

d. For those eligible part-time FACULTY MEMBERS and covered spouses/domestic partners who do not participate in the health care management program (wellness program) when available contributions will increase as follows:

(1) As of July 1, 2010, an additional five percent (5%) which shall bring the total premium contribution for non-participants to sixty-two and one-half percent (62.5%) of the STATE SYSTEM'S expected costs developed by the plan administrator (for the type of contract for the chosen health and prescription drug plan for the fiscal year). This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.

(2) As of July 1, 2017, the lesser of: 1) an additional five percent (5%) which shall bring the total premium contribution for non-participants to sixty-two and one-half percent (62.5%) of the STATE SYSTEM'S expected costs developed by the plan administrator (for the type of contract for the chosen health and prescription drug plan for the

fiscal year), or 2) an additional contribution amount equal to 30% of the STATE SYSTEM'S expected costs developed by the plan administrator of a single contract.

e. FACULTY MEMBERS enrolled in an HMO shall not experience the increases for non-participants as set forth in d. above.

6. The employee contribution for health and prescription drug benefits for non-represented employees of the STATE SYSTEM (except those in the PEBTF) shall be no less than the same contribution percentage in effect for active FACULTY MEMBERS.

7. The STATE SYSTEM shall provide hearing benefits for all active eligible FACULTY MEMBERS and their covered dependents who are enrolled in a State System health plan (the Highmark PPO and the HMO plans). Effective January 1, 2017 the maximum hearing benefit shall be $1,250 per ear every 36 months.

8. a. Eligible FACULTY MEMBERS who are granted leave without pay due to sickness or parental leave will continue to receive health and prescription drug benefits under the SSHEGHP for up to six (6) months. Regular FACULTY MEMBERS who are granted family care leave may continue to receive health and prescription drug benefits for up to twelve (12) weeks. Health and prescription drug benefits will continue provided that required employee contributions are paid while on leave. If the FACULTY MEMBER does not pay their share of the premium, their coverage will be cancelled and they will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

b. Eligible regular full-time FACULTY MEMBERS who are granted educational leave without pay will be permitted to continue coverage in the active employee health and prescription drug plan for the duration of the leave. The STATE SYSTEM will bill those FACULTY MEMBERS for the amount of their share of the premiums pursuant to Section A.3. of this Article.

c. Eligible FACULTY MEMBERS who are granted leave without pay for any reason other than for sickness, parental, family care leave, or educational leave for longer than one (1) full pay period, or who are on leave without pay due to sickness or parental leave longer than six (6) months, or family care leave longer than twelve (12) weeks will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

d. The STATE SYSTEM/FACULTY MEMBER contributions shall continue as stated in subsections 3 and 5 above for eligible FACULTY MEMBERS for the period of time for which they are entitled to benefits under this Section.

9. Prescription Drug Card

The STATE SYSTEM shall provide prescription drug coverage for all of the SSHEGHP plans through a prescription drug card. The prescription drug coverage shall include:

a. A three-tier open formulary with retail co-payments of $5 for generic, $18 for brand formulary, and $36 for brand non-formulary drugs for up to a thirty (30) day supply. Effective January 1, 2017, these retail co-payments shall be increased to $10 for generic, $30 for brand formulary, and $50 for brand non-formulary drugs for up to a thirty (30) day supply.

b. Co-payments for mail order prescriptions of two times the retail co-payments set forth in subsection 9.a. above for up to a ninety (90) day supply.

c. There shall be no deductible for prescription coverage.

d. If a physician prescribes a brand name drug and indicates no substitution, then the FACULTY MEMBER will not pay the difference between that drug and the generic drug. However, if the FACULTY MEMBER chooses a brand name drug when his/her physician has indicated that substitution of a generic drug is acceptable, the FACULTY MEMBER must pay the difference in cost between the brand name drug and the generic drug.

e. Effective July 1, 2017, the STATE SYSTEM will implement prescription drug clinical management programs (Managed RX Coverage Program (MRxC), including step edits, and expansion of Managed Prior Authorization Program) to encourage cost-effective utilization.

f. Effective July 1, 2017, the STATE SYSTEM will establish a mandatory Specialty Pharmacy Vendor program. FACULTY MEMBERS and their enrolled dependents who need to obtain specialty medications must purchase those medications from the designated Specialty Pharmacy Vendor to receive the in-network benefit.

10. Annuitant Health Care Coverage

a. Eligibility

(1) The STATE SYSTEM shall allow each FACULTY MEMBER who was eligible as an active FACULTY MEMBER under the SSHEGHP to elect coverage upon retirement in an approved plan under the Annuitant Health Care Program (AHCP).

(2) Dependency coverage shall be available for qualified dependents of the annuitant. Eligible dependents will include spouses, domestic partners and dependent children. Annuitants shall be responsible for any applicable tax consequences of covering dependents.

b. Annuitant Health Care Choices

(1) Effective July 1, 2004, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active employees, and may change from time-to-time as active employee benefits change.

(2) Eligible FACULTY MEMBERS who retire after December 31, 2016 and on or before June 30, 2017, and are not eligible for Medicare, or their enrolled spouses and/or dependent(s) are not eligible for Medicare, will be enrolled in the AHCP PPO plan for pre-Medicare annuitants with the same PPO plan design in effect for active FACULTY MEMBERS on December 31, 2016.

(3) Effective July 1, 2017 AHCP benefits for all future pre-Medicare eligible retirees shall be those in effect for active employees, and will change as active employee benefits change.

(4) A FACULTY MEMBER who retires prior to July 1, 2009, and is enrolled in the indemnity plan at the time of retirement, may continue that enrollment as an annuitant. However, the indemnity plan will not be available to pre-Medicare retirees who retire after June 30, 2009. Eligible FACULTY MEMBERS who retire after June 30, 2009, and who enroll in the AHCP and are not eligible for Medicare, will have the choice of enrollment in the PPO or other approved plan under the AHCP.

c. Annuitant Premium Contributions

(1) The STATE SYSTEM shall continue to pay the full cost of AHCP benefits for those eligible FACULTY MEMBERS who retired prior to July 1, 2005.

(2) Eligible employees who retire after June 30, 2005, and before July 1, 2008, and who enroll in the AHCP and are not eligible for Medicare, shall contribute to the cost of coverage at the same dollar amount for their choice of plan that was in effect the day of their retirement. Upon becoming eligible for Medicare, they shall cease the foregoing contribution and instead pay the same percentage of the STATE SYSTEM's cost for the Medicare supplement as active employees are paying for their PPO plan (plan design as referenced in subsection A.2.c. of this Article) benefits.

(3) Eligible FACULTY MEMBERS who retire after June 30, 2008, and who enroll in the AHCP shall contribute to the cost of the AHCP at the same dollar amount for the type of contract and choice of plan as that in effect on the day of the FACULTY MEMBER'S retirement. Throughout the annuitant's lifetime while enrolled in the AHCP, the dollar amount paid by the annuitant shall be adjusted whenever the percentage of contribution paid by active FACULTY MEMBERS for the same type of contract and choice of plan is adjusted. The new percentage shall be applied to the rate for the type of contract and choice of plan that was in effect on the day of the FACULTY MEMBER'S retirement to determine the new annuitant contribution. The wellness program and non-participant contribution increases set forth in sections 3.e and 5.c above shall not apply to annuitants.

(4) If an annuitant who retires after June 30, 2005 and before July 1, 2008, opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was in effect for that plan as of the date of his/her retirement.

(5) If an annuitant who retires after June 30, 2008, opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was being contributed to that type of contract and choice of plan by active FACULTY MEMBERS on the day of the FACULTY MEMBER'S retirement, adjusted for any changes occurring since that time in the percentage of contributions paid by active FACULTY MEMBERS.

d. Any FACULTY MEMBER who retires prior to July 1, 2009, and receives health benefits in accordance with subsection f. below under the present indemnity plan shall have major medical coverage in retirement equal to the major medical coverage that he/she had on the day prior to his/her retirement.

e. FACULTY MEMBERS who retire and are covered under the AHCP will be required to enroll in Medicare Part B when they become Medicare eligible in order to continue comprehensive medical coverage. The STATE SYSTEM shall continue to provide the Blue Shield Signature 65 Supplement or equivalent.

f. Annuitants who retire under the provisions of paragraphs (1), (2), or (3) below will be eligible to elect coverage under the STATE SYSTEM Annuitant Health Care Program (AHCP) as provided in this Section. For purposes of this Section, "credited service" for all FACULTY MEMBERS who begin employment in the fall semester 1997 and after, shall only include actual service with the STATE SYSTEM or COMMONWEALTH and shall not include other types of service purchasable for retirement credit.

(1) Retirement at or after superannuation age with at least ten (10) years of credited service in the State and/or Public School Employees' Retirement Systems, except that a FACULTY MEMBER who leaves STATE SYSTEM employment through resignation or discharge prior to superannuation age, vests retirement benefits and does not retire until at or after superannuation age must have had on the date of resignation or discharge, twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems.

A FACULTY MEMBER, who is retrenched prior to superannuation age, vests his/her retirement benefits and subsequently retires at or after superannuation age during the furlough period must have ten (10) or more years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this subsection, superannuation under the Alternative Retirement Plan (see Article 20.C.) shall be sixty (60) years of age with at least ten (10) years of COMMONWEALTH, STATE SYSTEM and/or public school service. For purposes of this subsection, for all FACULTY MEMBERS who begin employment in the fall semester 1997 and after, the service requirement shall be fifteen (15) years; rather

than ten (10) years.

For all FACULTY MEMBERS who begin employment after July 1, 2004, the years of credited service required for eligibility shall increase to twenty (20) years of credited service.

(2) Disability Retirement, which requires at least five (5) years of credited service in the State or Public School Employees' Retirement Systems. For purposes of this subsection, retirement under the Alternative Retirement Plan (see Article 20.C.) shall be considered disability retirement if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix E.

(3) Other retirement, including retirement under the Alternative Retirement Plan (see Article 20.C.) with at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems, and who have elected coverage under the AHCP.

For purposes of this subsection, Alternative Retirement Plan (see Article 20.C.) members who begin employment before the end of the 1996-97 academic year may receive retirement credits equal to the retirement credit which they would be entitled to purchase under the rules of the State Employees' Retirement System (SERS) for military service, for service in other public colleges and universities, and for other permissible service credit purchases. Such retirement credit must be certified as eligible by SERS as creditable under its rules. This provision shall be effective only for those FACULTY MEMBERS who retire on or after July 1, 1990 and who began employment before the end of the 1996-97 academic year.

11. It is understood and agreed that the references to the types of health plans in this Article shall not restrict the Employer's right after consultation with APSCUF to replace the current insurers/administrators with other insurers/administrators, provided equivalent coverage, benefits and employer/FACULTY MEMBER contributions are maintained.

B. Health Care Cost Containment Committee

1. The Health Care Cost Containment Committee which was established as of July 1, 2004, shall continue as modified herein. Effective July 1, 2007, the Health Care Cost Containment Committee shall be composed of twelve (12) members with six (6) management representatives and six (6) union representatives four (4) of whom shall represent and be appointed by APSCUF, one (1) who shall represent and be appointed by OPEIU Healthcare Pennsylvania, Local 112, and one (1) who shall represent and be appointed by SPFPA.

2. The Health Care Cost Containment Committee shall meet periodically to discuss health care cost containment strategies. The Committee may also make recommendations for modifications to the health care plans. The Committee shall make recommendations to the STATE SYSTEM and APSCUF for modifications of the health care plans for active

FACULTY MEMBERS. All recommendations must have been approved by Committee members by majority vote of both management members and majority vote of union members.

3. Health and prescription drug rate information used to determine premiums and employee contributions shall be shared with all members of the Committee.

C. In the event that comprehensive healthcare legislation is passed, the parties agree to refer such legislation to the Health Care Cost Containment Committee to make a recommendation regarding appropriate changes for the existing active and annuitant health care program.

D. Life Insurance

1. The STATE SYSTEM/UNIVERSITIES shall assume the entire costs of life insurance coverage as described in this Section. The eligibility of FACULTY MEMBERS for life insurance will be as set forth in the currently existing life insurance plan. The amount of life insurance will be based on the FACULTY MEMBER'S annual pay rate in effect on the preceding January 1, rounded to the nearest $1,000, but not to exceed $50,000.

2. The STATE SYSTEM/UNIVERSITIES shall continue to provide each FACULTY MEMBER who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths in addition to the life insurance coverage provided in subsection 1. above. The amount of coverage is $20,000.

3. FACULTY MEMBERS eligible for life insurance pursuant to this Article, who are granted sick leave without pay or parental leave without pay will continue to receive one hundred percent (100%) State System paid coverage under the current life insurance plan for up to six (6) months. FACULTY MEMBERS, who are on sick leave or parental leave without pay for longer than six (6) months, may remain in the program for an additional six (6)-month period by paying the entire premium. FACULTY MEMBERS, who are granted family care leave, will continue to receive one hundred percent (100%) State System paid coverage under the current life insurance plan for up to twelve (12) weeks. Regular full-time faculty members who are granted educational leaves without pay will continue to receive one hundred percent (100%) State System paid coverage under the current life insurance plan.

E. Holidays

1. The following days shall be recognized as holidays for FACULTY MEMBERS whose basic responsibilities lie primarily outside the classroom:

a.	New Year's Day	f.	Labor Day
b.	Martin Luther King Jr.'s Birthday	g.	Columbus Day
c.	President's Day	h.	Veterans' Day
d.	Memorial Day	i.	Thanksgiving Day
e.	Independence Day	j.	Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and

Friday for all holidays occurring on a Saturday. President's Day, Columbus Day, and Veterans' Day are recognized as minor holidays and shall be scheduled by the President or his/her designee at each University. At the request of local APSCUF, the President or his/her designee(s) shall meet and discuss concerning the matter of rescheduling minor holidays.

A FACULTY MEMBER whose basic responsibilities lie primarily outside the classroom shall receive compensatory leave equal to the number of hours worked on the holiday if the FACULTY MEMBER is required by the University to work on the day the holiday is observed by the University. In the event that the FACULTY MEMBER is not afforded a reasonable opportunity to schedule the compensatory leave during the contract year in which he/she earns the compensatory leave, he/she shall be paid a lump sum payment equal to one day's pay at the FACULTY MEMBER'S appropriate per diem rate.

F. Personal Leave Days

1. Full-time regular and temporary FACULTY MEMBERS on nine (9) month contracts shall be eligible for two (2) personal days per calendar year. Full-time temporary and regular FACULTY MEMBERS on ten (10) month contracts shall be eligible for three (3) personal days per calendar year. Full-time temporary and regular FACULTY MEMBERS on twelve (12) month contracts who strictly follow the administrative schedule shall be eligible for five (5) personal days per calendar year. Summer work shall be excluded when determining whether a FACULTY MEMBER is on a nine (9), ten (10) or twelve (12) month contract. Regular part-time FACULTY MEMBERS shall accrue personal leave on a prorated basis according to the percentage of the standard workload assigned for the academic year. Temporary part-time FACULTY MEMBERS are not eligible for personal leave.

2. For FACULTY MEMBERS entitled to two (2) or three (3) personal leave days, one personal leave day shall be earned the first half of each calendar year (January 1 to June 30), and the remaining personal leave day(s) shall be earned the second half of each calendar year (July 1 to December 31). For FACULTY MEMBERS entitled to five (5) personal leave days, one personal leave day shall be earned during each one-fifth calendar year.

3. A FACULTY MEMBER entitled to two (2) or three (3) personal leave days must have thirty (30) days service in compensable pay status in each half calendar year to earn the personal leave entitlement under Section F.2. above. A FACULTY MEMBER entitled to five (5) personal leave days must have thirty (30) days service in compensable pay status in each one-fifth calendar year to earn the personal leave entitlement under Section F.2. above.

4. Personal leave shall be scheduled and granted for periods of time requested by the FACULTY MEMBER subject to management's responsibility to maintain efficient operations. Requests for personal leave by an ACADEMIC FACULTY MEMBER shall be submitted in writing by the ACADEMIC FACULTY MEMBER and shall be answered by management within seven (7) days. Such requests for personal leave by an ACADEMIC FACULTY MEMBER must be accompanied by evidence that the classes of the ACADEMIC FACULTY MEMBER are covered by a qualified colleague of the

ACADEMIC FACULTY MEMBER and, in addition, such leave shall not result in overload costs to the STATE SYSTEM/UNIVERSITIES. If the nature of the work makes it necessary to limit the number of FACULTY MEMBERS on personal leave at the same time, the FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service at the University shall be given his/her choice of personal leave in the event of any conflict in selection.

5. Personal leave to which a FACULTY MEMBER may become entitled shall be granted before it is earned subject to management's responsibility to maintain efficient operations. A FACULTY MEMBER who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the University for those days of personal leave used but not earned.

6. Personal leave days shall be noncumulative from calendar year to calendar year. If a FACULTY MEMBER is required to work on his/her requested personal leave day and is unable to schedule his/her personal day during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for scheduling purposes.

7. A FACULTY MEMBER who becomes ill while on personal leave will not be charged personal leave for the period of illness provided he/she furnishes a satisfactory proof of such illness to the University upon his/her return to work.

8. In the event that a FACULTY MEMBER is unable to find a qualified colleague to replace him/her while he/she is on personal leave, such FACULTY MEMBER shall advise his/her department chairperson of this problem. The chairperson and the Dean shall assist the FACULTY MEMBER in attempting to find a qualified colleague to cover the FACULTY MEMBER'S classes.

9. The following applies to full-time temporary faculty personal leave benefits:

a. Earned unused personal leave will not be paid upon separation from employment.

b. A temporary faculty member with a single semester full workload contract is not eligible for personal leave.

c. A temporary faculty member on a single semester full workload contract who receives a subsequent single semester full workload contract will be credited one personal leave day in the second contiguous semester.

For illustrative purposes only: A temporary faculty member with a single semester full workload contract in the fall semester who receives a subsequent contract for a full workload in the spring semester will be credited with one personal leave day in the spring semester. A temporary faculty member with a single semester full workload contract in the spring semester who receives a subsequent contract for a full workload in the fall semester will be credited with one personal leave day in the fall semester.

G. Vacations

1. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall be eligible for annual leave after thirty (30) days of service with the University. ADMINISTRATIVE FACULTY MEMBERS shall earn leave credits as of their date of hire. Leave shall be earned according to the following schedule:

Service	Annual Leave Entitlement Per Year	Per Month
Less than 12 months	10 days	5/6 day
12 months to 180 months	15 days	1-1/4 days
181 months to 299 months	20 days	1-2/3 days
300 months or more	25 days	2-1/12 days

ADMINISTRATIVE FACULTY MEMBERS shall earn annual leave credits for each month in which they are in compensable status ten (10) or more working days.

2. Vacation pay shall be the ADMINISTRATIVE FACULTY MEMBER'S regular rate of pay in effect for the payday immediately preceding the ADMINISTRATIVE FACULTY MEMBER'S vacation period.

3. Vacations shall be scheduled and granted for periods of time requested by the ADMINISTRATIVE FACULTY MEMBER subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of ADMINISTRATIVE FACULTY MEMBERS on vacation at the same time, the ADMINISTRATIVE FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service with the University shall be given his/her choice of vacation periods in the event of any conflict in selection.

4. If a holiday occurs during the work week in which vacation is taken by an ADMINISTRATIVE FACULTY MEMBER, the holiday shall not be charged to annual leave.

5. An ADMINISTRATIVE FACULTY MEMBER who becomes ill during his/her vacation will not be charged annual leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the University upon his/her return to work.

6. If an ADMINISTRATIVE FACULTY MEMBER is required to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

7. Any ADMINISTRATIVE FACULTY MEMBER separated from the service of the University for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation.

8. Unused annual leave shall be carried over from one (1) calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days.

9. ADMINISTRATIVE FACULTY MEMBERS who have one (1) or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the President has reason to believe that they have been abusing their leave privileges. ADMINISTRATIVE FACULTY MEMBERS with less than one (1) year of service since their last date of hire may not anticipate annual leave. Annual leave may only be anticipated within the current calendar year.

10. An ADMINISTRATIVE FACULTY MEMBER who is retrenched and is not employed in another position within fourteen (14) calendar days of the effective date of retrenchment will receive a lump sum payment for all earned, unused annual leave unless the ADMINISTRATIVE FACULTY MEMBER requests in writing before the end of the fourteen (14) calendar days to freeze all earned, unused annual leave. An ADMINISTRATIVE FACULTY MEMBER may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within thirty-five (35) days of the date on which the request is received by the University and will be at the rate of pay in effect on the last day of employment prior to the date of retrenchment. If the ADMINISTRATIVE FACULTY MEMBER is reemployed during the recall period, annual leave, which was frozen, will be reinstated. If the ADMINISTRATIVE FACULTY MEMBER is not reemployed prior to the expiration of the recall period, the ADMINISTRATIVE FACULTY MEMBER shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of retrenchment.

H. Tuition Waivers

Effective with the start of the fall semester of 1999, the STATE SYSTEM/UNIVERSITIES shall modify their tuition waiver policy to provide for the following:

1. Total waiver of University tuition for the spouse/domestic partner of a FACULTY MEMBER at the University where the FACULTY MEMBER is employed. This waiver shall be applicable to the FACULTY MEMBER'S spouse/domestic partner until he/she obtains his/her first undergraduate degree.

2. Total waiver of University tuition for FACULTY MEMBER'S children, including children of his/her domestic partner, at the University where the FACULTY MEMBER is employed. This waiver of tuition at the FACULTY MEMBER'S University shall be applicable to the FACULTY MEMBER'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

This waiver of tuition shall continue to the limits stated above if the FACULTY MEMBER should, after ten (10) or more years of service, become permanently disabled or die.

3. Fifty percent (50%) waiver of University tuition for FACULTY MEMBER'S children, including children of his/her domestic partner, at UNIVERSITIES other than the University where the FACULTY MEMBER is employed. This waiver of tuition shall be

applicable until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

4. Tuition waiver shall continue to the limits stated in Sections H.2. and H.3. above for FACULTY MEMBERS who meet all of the following conditions:

a. he/she is retired from the University;

b. he/she is at or above the retirement superannuation age; and

c. he/she has served ten (10) or more years in the STATE SYSTEM.

5. Total waiver of tuition for FACULTY MEMBERS at any STATE SYSTEM University.

6. The provisions of existing tuition waiver policies at UNIVERSITIES shall not be diminished or adversely affected by the provisions of this Section.

Article 22

SALARIES

A. Salaries for Full-Time FACULTY MEMBERS

1. The salaries payable to FACULTY MEMBERS in an active pay status for the academic year 2015-2016 shall be as set forth in Pay Schedule A.

2. General Pay Increases

The salaries payable to FACULTY MEMBERS in an active pay status for the academic years 2016-2017 and 2017-2018 shall be as set forth in Pay Schedules B and C. Those schedules provide for a pay increase as follows:

a. All FACULTY MEMBERS will receive a general pay increase of two and three-quarters percent (2.75%) retroactive to the start of the fall semester of 2016, as reflected in Pay Schedule B.

b. All FACULTY MEMBERS will receive a general pay increase of two percent (2%) at the start of the fall semester of 2017, as reflected in Pay Schedule C.

3. Cash Payments

a. 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. These payments are applicable to those employees who are in active pay status on the date of ratification by the Board of Governors.

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 increment. Such annual increments shall be granted solely on the basis of service as follows:

a. 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, all full-time regular FACULTY MEMBERS shall move one increment. This increment is applicable to those employees who are in an active pay status on the date of ratification by the Board of Governors.

C. Procedure

Pursuant to the STATE SYSTEM Compensation Plan, general pay increases, as set forth in Section A above, and annual increments (if applicable) shall be applied in that order. An employee on leave without pay shall, upon return to active pay status, be entitled to the above general pay increases provided for in the attached pay schedules.

D. Salaries for Part-Time FACULTY MEMBERS

1. Part-time ACADEMIC FACULTY MEMBERS shall be paid on the basis of one-twenty-fourth (1/24) of a full-time academic year's salary for each workload hour taught.

2. Part-time ADMINISTRATIVE FACULTY MEMBERS shall be paid on a pro-rata basis.

E. Recruitment

During the term of this Agreement, a University may appoint regular full-time FACULTY MEMBERS at Step 13 of any rank then in effect for which they are legally qualified if the following conditions are met:

1. The FACULTY MEMBER is in a specialty or discipline which has been identified by agreement at local meet and discuss for that academic year as a specialty or discipline in which the University has had difficulty recruiting. Such specialties and disciplines must be identified and agreed to at local meet and discuss each academic year; and

2. The final appointment must be reported to local meet and discuss for notification purposes.

F. The parties shall meet and discuss, during the term of the Agreement, aspects of this Article that are of mutual interest.

G. Winter Session Classroom Faculty

Compensation for courses offered between the end of fall semester and the beginning of spring semester, commonly referred to as Winter Session, will be based on the continuing education agreement between the respective University and the local APSCUF chapter. In the event that no such agreement exists, compensation for Winter Session shall be determined by the salary scale set forth in this Article.

STATE SYSTEM OF HIGHER EDUCATION
FACULTY PAY SCHEDULE A
EFFECTIVE FALL 2015

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	REGULAR BIWEEKLY (20 PAYS)	$2,330.48	$2,697.83	$3,123.07	$3,796.11
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,792.67	$2,075.25	$2,402.36	$2,920.09
	ACADEMIC ANNUAL	$46,609.53	$53,956.55	$62,461.37	$75,922.28
2	REGULAR BIWEEKLY (20 PAYS)	$2,447.00	$2,832.72	$3,279.22	$3,985.93
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,882.31	$2,179.01	$2,522.48	$3,066.10
	ACADEMIC ANNUAL	$48,940.02	$56,654.31	$65,584.37	$79,718.50
3	REGULAR BIWEEKLY (20 PAYS)	$2,569.36	$2,974.35	$3,443.19	$4,185.22
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,976.43	$2,287.96	$2,648.60	$3,219.40
	ACADEMIC ANNUAL	$51,387.11	$59,486.92	$68,863.72	$83,704.48
4	REGULAR BIWEEKLY (20 PAYS)	$2,697.83	$3,123.07	$3,615.34	$4,394.49
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,075.25	$2,402.36	$2,781.03	$3,380.37
	ACADEMIC ANNUAL	$53,956.55	$62,461.37	$72,306.84	$87,889.74
5	REGULAR BIWEEKLY (20 PAYS)	$2,832.72	$3,279.22	$3,796.11	$4,614.21
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,179.01	$2,522.48	$2,920.09	$3,549.39
	ACADEMIC ANNUAL	$56,654.31	$65,584.37	$75,922.28	$92,284.23
6	REGULAR BIWEEKLY (20 PAYS)	$2,903.53	$3,361.20	$3,891.01	$4,729.56
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,233.48	$2,585.54	$2,993.09	$3,638.12
	ACADEMIC ANNUAL	$58,070.60	$67,223.93	$77,820.27	$94,591.22
7	REGULAR BIWEEKLY (20 PAYS)	$2,974.35	$3,443.19	$3,985.93	$4,844.92
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,287.96	$2,648.60	$3,066.10	$3,726.86
	ACADEMIC ANNUAL	$59,486.92	$68,863.72	$79,718.50	$96,898.47
8	REGULAR BIWEEKLY (20 PAYS)	$3,048.71	$3,529.27	$4,085.57	$4,966.04
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,345.16	$2,714.82	$3,142.74	$3,820.03
	ACADEMIC ANNUAL	$60,974.14	$70,585.43	$81,711.36	$99,320.81
9	REGULAR BIWEEKLY (20 PAYS)	$3,123.07	$3,615.34	$4,185.22	$5,087.17
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,402.36	$2,781.03	$3,219.40	$3,913.21
	ACADEMIC ANNUAL	$62,461.37	$72,306.84	$83,704.48	$101,743.44
10	REGULAR BIWEEKLY (20 PAYS)	$3,201.15	$3,705.72	$4,289.85	$5,214.36
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,462.42	$2,850.56	$3,299.88	$4,011.04
	ACADEMIC ANNUAL	$64,022.99	$74,114.45	$85,796.97	$104,287.14
11	REGULAR BIWEEKLY (20 PAYS)	$3,279.22	$3,796.11	$4,394.49	$5,341.53
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,522.48	$2,920.09	$3,380.37	$4,108.87
	ACADEMIC ANNUAL	$65,584.37	$75,922.28	$87,889.74	$106,830.59
12	REGULAR BIWEEKLY (20 PAYS)	$3,361.20	$3,891.01	$4,504.34	$5,475.07
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,585.54	$2,993.09	$3,464.88	$4,211.59
	ACADEMIC ANNUAL	$67,223.93	$77,820.27	$90,086.85	$109,501.41
13	REGULAR BIWEEKLY (20 PAYS)	$3,445.23	$3,988.29	$4,616.95	$5,611.95
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,650.17	$3,067.91	$3,551.50	$4,316.88
	ACADEMIC ANNUAL	$68,904.52	$79,765.76	$92,339.02	$112,238.94

STATE SYSTEM OF HIGHER EDUCATION
FACULTY PAY SCHEDULE B
EFFECTIVE FALL 2016

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	REGULAR BIWEEKLY (20 PAYS)	$2,394.56	$2,772.02	$3,208.95	$3,900.51
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,841.97	$2,132.32	$2,468.43	$3,000.39
	ACADEMIC ANNUAL	$47,891.29	$55,440.36	$64,179.06	$78,010.14
2	REGULAR BIWEEKLY (20 PAYS)	$2,514.29	$2,910.62	$3,369.40	$4,095.54
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,934.07	$2,238.93	$2,591.84	$3,150.41
	ACADEMIC ANNUAL	$50,285.87	$58,212.30	$67,387.94	$81,910.76
3	REGULAR BIWEEKLY (20 PAYS)	$2,640.01	$3,056.14	$3,537.87	$4,300.32
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,030.78	$2,350.88	$2,721.44	$3,307.94
	ACADEMIC ANNUAL	$52,800.26	$61,122.81	$70,757.47	$86,006.35
4	REGULAR BIWEEKLY (20 PAYS)	$2,772.02	$3,208.95	$3,714.76	$4,515.34
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,132.32	$2,468.43	$2,857.51	$3,473.34
	ACADEMIC ANNUAL	$55,440.36	$64,179.06	$74,295.28	$90,306.71
5	REGULAR BIWEEKLY (20 PAYS)	$2,910.62	$3,369.40	$3,900.51	$4,741.10
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,238.93	$2,591.84	$3,000.39	$3,647.00
	ACADEMIC ANNUAL	$58,212.30	$67,387.94	$78,010.14	$94,822.05
6	REGULAR BIWEEKLY (20 PAYS)	$2,983.38	$3,453.63	$3,998.02	$4,859.62
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,294.91	$2,656.64	$3,075.40	$3,738.17
	ACADEMIC ANNUAL	$59,667.54	$69,072.59	$79,960.33	$97,192.48
7	REGULAR BIWEEKLY (20 PAYS)	$3,056.14	$3,537.87	$4,095.54	$4,978.16
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,350.88	$2,721.44	$3,150.41	$3,829.35
	ACADEMIC ANNUAL	$61,122.81	$70,757.47	$81,910.76	$99,563.18
8	REGULAR BIWEEKLY (20 PAYS)	$3,132.55	$3,626.33	$4,197.92	$5,102.61
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,409.65	$2,789.48	$3,229.17	$3,925.08
	ACADEMIC ANNUAL	$62,650.93	$72,526.53	$83,958.42	$102,052.13
9	REGULAR BIWEEKLY (20 PAYS)	$3,208.95	$3,714.76	$4,300.32	$5,227.07
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,468.43	$2,857.51	$3,307.94	$4,020.82
	ACADEMIC ANNUAL	$64,179.06	$74,295.28	$86,006.35	$104,541.38
10	REGULAR BIWEEKLY (20 PAYS)	$3,289.18	$3,807.63	$4,407.82	$5,357.75
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,530.14	$2,928.95	$3,390.63	$4,121.35
	ACADEMIC ANNUAL	$65,783.62	$76,152.60	$88,156.39	$107,155.04
11	REGULAR BIWEEKLY (20 PAYS)	$3,369.40	$3,900.51	$4,515.34	$5,488.42
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,591.84	$3,000.39	$3,473.34	$4,221.86
	ACADEMIC ANNUAL	$67,387.94	$78,010.14	$90,306.71	$109,768.43
12	REGULAR BIWEEKLY (20 PAYS)	$3,453.63	$3,998.02	$4,628.21	$5,625.64
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,656.64	$3,075.40	$3,560.16	$4,327.41
	ACADEMIC ANNUAL	$69,072.59	$79,960.33	$92,564.24	$112,512.70
13	REGULAR BIWEEKLY (20 PAYS)	$3,539.97	$4,097.97	$4,743.92	$5,766.28
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,723.05	$3,152.28	$3,649.17	$4,435.60
	ACADEMIC ANNUAL	$70,799.39	$81,959.32	$94,878.34	$115,325.51

STATE SYSTEM OF HIGHER EDUCATION
FACULTY PAY SCHEDULE C
EFFECTIVE FALL 2017

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	REGULAR BIWEEKLY (20 PAYS)	$2,442.46	$2,827.46	$3,273.13	$3,978.52
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,878.81	$2,174.97	$2,517.79	$3,060.40
	ACADEMIC ANNUAL	$48,849.12	$56,549.17	$65,462.64	$79,570.34
2	REGULAR BIWEEKLY (20 PAYS)	$2,564.58	$2,968.83	$3,436.79	$4,177.45
	DISTRIBUTED BIWEEKLY (26 PAYS)	$1,972.75	$2,283.71	$2,643.68	$3,213.42
	ACADEMIC ANNUAL	$51,291.59	$59,376.55	$68,735.70	$83,548.98
3	REGULAR BIWEEKLY (20 PAYS)	$2,692.81	$3,117.26	$3,608.63	$4,386.32
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,071.40	$2,397.90	$2,775.87	$3,374.10
	ACADEMIC ANNUAL	$53,856.27	$62,345.27	$72,172.62	$87,726.48
4	REGULAR BIWEEKLY (20 PAYS)	$2,827.46	$3,273.13	$3,789.06	$4,605.64
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,174.97	$2,517.79	$2,914.66	$3,542.80
	ACADEMIC ANNUAL	$56,549.17	$65,462.64	$75,781.19	$92,112.84
5	REGULAR BIWEEKLY (20 PAYS)	$2,968.83	$3,436.79	$3,978.52	$4,835.92
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,283.71	$2,643.68	$3,060.40	$3,719.94
	ACADEMIC ANNUAL	$59,376.55	$68,735.70	$79,570.34	$96,718.49
6	REGULAR BIWEEKLY (20 PAYS)	$3,043.04	$3,522.70	$4,077.98	$4,956.82
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,340.80	$2,709.77	$3,136.91	$3,812.94
	ACADEMIC ANNUAL	$60,860.89	$70,454.04	$81,559.54	$99,136.33
7	REGULAR BIWEEKLY (20 PAYS)	$3,117.26	$3,608.63	$4,177.45	$5,077.72
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,397.90	$2,775.87	$3,213.42	$3,905.94
	ACADEMIC ANNUAL	$62,345.27	$72,172.62	$83,548.98	$101,554.44
8	REGULAR BIWEEKLY (20 PAYS)	$3,195.20	$3,698.85	$4,281.88	$5,204.66
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,457.84	$2,845.27	$3,293.75	$4,003.58
	ACADEMIC ANNUAL	$63,903.95	$73,977.06	$85,637.59	$104,093.17
9	REGULAR BIWEEKLY (20 PAYS)	$3,273.13	$3,789.06	$4,386.32	$5,331.61
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,517.79	$2,914.66	$3,374.10	$4,101.24
	ACADEMIC ANNUAL	$65,462.64	$75,781.19	$87,726.48	$106,632.21
10	REGULAR BIWEEKLY (20 PAYS)	$3,354.96	$3,883.78	$4,495.98	$5,464.91
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,580.74	$2,987.53	$3,458.44	$4,203.77
	ACADEMIC ANNUAL	$67,099.29	$77,675.65	$89,919.52	$109,298.14
11	REGULAR BIWEEKLY (20 PAYS)	$3,436.79	$3,978.52	$4,605.64	$5,598.19
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,643.68	$3,060.40	$3,542.80	$4,306.30
	ACADEMIC ANNUAL	$68,735.70	$79,570.34	$92,112.84	$111,963.80
12	REGULAR BIWEEKLY (20 PAYS)	$3,522.70	$4,077.98	$4,720.78	$5,738.15
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,709.77	$3,136.91	$3,631.37	$4,413.96
	ACADEMIC ANNUAL	$70,454.04	$81,559.54	$94,415.52	$114,762.95
13	REGULAR BIWEEKLY (20 PAYS)	$3,610.77	$4,179.93	$4,838.80	$5,881.60
	DISTRIBUTED BIWEEKLY (26 PAYS)	$2,777.51	$3,215.33	$3,722.15	$4,524.31
	ACADEMIC ANNUAL	$72,215.38	$83,598.51	$96,775.91	$117,632.02

Article 23

WORKLOAD AND WORKLOAD EQUIVALENTS

A. ACADEMIC FACULTY

1. Teaching FACULTY

a. Workload Hours

For all ACADEMIC FACULTY MEMBERS, the full workload for the academic year shall not exceed twenty-four (24) workload hours (with twelve (12) workload hours as standard for a term). In no event shall more than fifteen (15) workload hours be assigned in any one (1) academic term unless overload as provided for in this Agreement is paid. Laboratories, studios, clinics, and field and activity courses shall be equated on the basis of three (3) contact hours being equal to two (2) workload hours for that period of time which is actually spent in such work. Where such types of courses also include lecture hours, each hour of scheduled lecture is to be considered a workload hour.

However, each contact hour in laboratories in chemistry, biology, physics, allied health science and earth science shall be assigned one (1) workload hour.

b. Preparations

No more than three (3) preparations per academic term shall be assigned unless such additional preparations are compensated in accordance with the formula contained in Article 25, Section B. Preparations shall be defined and assigned in accordance with the definition of preparation contained in Article 25, Section B. However, where an overload course(s) is assigned in accordance with subsection 1.a. above, the additional courses(s) assigned may carry an additional preparation(s).

c. Office Hours

Full-time teaching FACULTY MEMBERS as defined in this Article shall maintain a minimum of five (5) office hours per week on no fewer than three (3) different days at such times and locations as will accommodate the needs of the students. Teaching FACULTY MEMBERS not defined as full-time, shall maintain a prorated number of office hours each week, at a minimum of twenty-five (25) minutes for each workload hour taught, at such days, times and locations as will accommodate the needs of the students. The schedule of office hours for each FACULTY MEMBER shall be posted in such manner so as to be easily observed by the students.

d. Graduate Teaching

A FACULTY MEMBER who teaches graduate courses shall have the following considered a maximum full workload in any academic term beyond

which overload shall be paid:

(1) Nine (9) workload hours if only graduate courses are taught; or

(2) Twelve (12) workload hours for any combination of graduate and undergraduate courses involving less than nine (9) workload hours of graduate courses.

Supervision of one (1) Master's thesis shall be equated with one-third (1/3) of a workload hour. Supervision of one (1) Doctoral dissertation shall be equated with one (1) graduate workload hour.

e. Internships/Cooperative Education

(1) A University supervisor of student interns or cooperative education students shall supervise a maximum of seventy-two (72) students during a year.

(2) When an ACADEMIC FACULTY MEMBER carries a mixed load of teaching and supervision of student interns/cooperative education students, the ACADEMIC FACULTY MEMBER'S workload shall be calculated on the basis of each student intern/cooperative education student being equivalent to one-third (1/3) of a workload hour.

(3) No workload hour equivalent shall be granted unless the internship program/cooperative education program has been approved by the Curriculum Committee and the President.

f. Supervisors of Student Teachers

(1) A University supervisor of student teachers shall supervise up to a maximum of forty (40) student teachers during a two (2) semester academic year, and be responsible for practicum, where applicable. The maximum shall not exceed twenty (20) student teachers during any one (1) semester of the academic year. In making an actual assignment, the President or his/her designee shall, in consultation with the student teacher supervisors, take into consideration the number of schools involved and the distances required to be traveled from one school to another by the student teacher supervisor.

A student teacher supervisor's actual schedule of days to be worked during the academic year shall be determined by the President or his/her designee. It is contemplated that such days shall not necessarily be limited by the University calendar, but rather, the President or his/her designee shall take into consideration the needs of student teachers being supervised and of the school district(s) involved.

(2) Workload for student teacher supervisors when carrying a mixed load of teaching and supervision of student teachers shall be calculated on

the basis that each student teacher assigned shall be equivalent to .600000 workload hour.

(3) FACULTY MEMBERS assigned full-time to supervision of student teachers shall be available for office consultations for five (5) hours per week. The place of the office consultation may be the school where the student is assigned, provided that this arrangement is approved by the appropriate Dean prior to each academic semester assignment.

(4) A student teacher supervisor shall be provided with a vehicle when available in accordance with STATE SYSTEM/UNIVERSITIES regulations. When a STATE SYSTEM/University vehicle is not available, he/she must use his/her own vehicle, and he/she shall be reimbursed pursuant to Article 32, TRAVEL EXPENSES.

(5) A student teacher supervisor who is customarily and regularly required by the STATE SYSTEM/University to travel fifteen (15) miles or more from his/her regular campus or work site, and whose work assignment requires that he/she remain away therefrom during his/her normal lunch period, shall be reimbursed for actual out-of-pocket lunch expenses not to exceed, including sales tax, two dollars and thirty-five cents ($2.35).

2. Library FACULTY

a. Subject to the provisions hereof, all members of the professional library staff shall enjoy full FACULTY status with all the rights, privileges and responsibilities pertaining thereto. For administrative purposes, the professional librarians shall constitute a department.

b. Library FACULTY in the performance of their duties shall be scheduled for no more than thirty-five (35) hours per week, and Library FACULTY also shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

c. A Library FACULTY MEMBER'S schedule shall be based on library needs as determined by the President or his/her designee in consultation with members of the Library FACULTY.

d. APSCUF shall conduct an election among all of the members of the Library FACULTY to designate a chairperson who shall act in a representational role for the department. The chairperson shall reflect the view of the members of the Library FACULTY in their consultations with the President or his/her designee on matters of appointment of FACULTY, renewal and non-renewal of FACULTY, FACULTY development and evaluation, promotion, tenure and Library FACULTY MEMBER'S schedules.

The library Department Chairperson shall receive a stipend in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND
1-5	$500.00
6-10	$700.00
11-15	$900.00
16-20	$1,200.00
21-25	$1,400.00
26 or more	$1,600.00

Effective fall semester of 2017, the library Department Chairperson shall receive a stipend in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND
1-5	$625.00
6-10	$875.00
11-15	$1,125.00
16-20	$1,500.00
21-25	$1,750.00
26 or more	$2,000.00

This chairperson shall not be subject to provisions of Article 6, Sections B.1.a., C., and D.

3. Laboratory School FACULTY

a. Laboratory school FACULTY shall have FACULTY status and rank in the same manner as any other FACULTY MEMBER.

b. Laboratory school FACULTY'S workload and academic year assignments shall be made by the President or his/her designee in consultation with the laboratory school FACULTY and shall be consistent with the needs of the students in the laboratory school and the requirements of the school district(s) involved. Laboratory school FACULTY shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

c. Laboratory school FACULTY shall have a lunch period of at least one-half (1/2) hour, which shall be free of all other duties.

d. By mutual consent, evidenced by a written document duly executed by the parties to this Agreement, the provisions of this Section may be modified or changed at local meet and discuss.

4. ACADEMIC FACULTY MEMBERS whose basic responsibilities lie outside of the classroom setting shall have their weekly workload equated to the workload hour provisions of Section A.1.a. of this Article. Any teaching performed by these FACULTY MEMBERS shall be prorated on that basis and they shall be paid overload in accordance with Article 25, OVERLOAD, or their nonclassroom responsibilities shall be proportionately reduced.

B. ADMINISTRATIVE FACULTY

1. ADMINISTRATIVE FACULTY who are on academic-year contracts shall not have to be present on campus during periods when the UNIVERSITIES are not in session unless they have specific assigned professional responsibilities. The assignment of such responsibilities shall be based on the needs of the University as determined by the President or his/her designee in consultation with the ADMINISTRATIVE FACULTY MEMBERS.

2. The President shall make appropriate workload reduction for those ADMINISTRATIVE FACULTY MEMBERS who are assigned to teach a course in accordance with Article 7, PERFORMANCE OF BARGAINING UNIT WORK. ADMINISTRATIVE FACULTY MEMBERS may also be assigned overload pursuant to Section C. of this Article and Article 25, OVERLOAD, Section A., for teaching courses outside of their regularly scheduled work day.

3. ADMINISTRATIVE FACULTY MEMBERS in this unit shall not be subject to any workload or overtime compensation provisions contained in this Agreement, except as provided in the last sentence of Section B.2. above.

C. Mixed Workloads

The workload for FACULTY who perform mixed work assignments shall be calculated on a proportional basis, using the appropriate workload definitions for the type of work performed. Any workload equivalents granted in this Agreement will be equated to workload hours for load purposes.

D. Coaching and Athletic Administration

1. The minimum workload equivalents to be granted for coaching intercollegiate sports and athletic administration are listed below as total workload hours for the academic year. These workload hours may be assigned in any proportions during the academic year.

	Minimum Workload Hours For Academic Year
Football	
Head Coach	9
Director of Intramurals	6
Director of Equal Opportunity in Sports	6
Trainer	
Licensed Head Athletic Trainer	12
Licensed Assistant Athletic Trainer(s)	6

2. For the purpose of the exhibit in subsection 1. above, an intercollegiate sport is defined as a sport that is recognized by the University President as having varsity or

junior varsity status and whose teams engage in competition with similar teams at other institutions.

3. As of fall 1985, the existing workload equivalents of the Athletic Director and the Assistant/Associate Director(s) of Athletics at the various UNIVERSITIES shall be considered minimums, but the President or his/her designee at each University shall have the right to increase these workload equivalents pursuant to Section I of this Article.

4. Should the President or his/her designee decide, based on comparability of sport, and/or based on the existence of an inequitable opportunity for participation in the intercollegiate sport program, as defined by the Title IX Implementing Regulations, that there is a need for an assistant coach in any intercollegiate sport sponsored by the University, he/she shall assign an Assistant Coach to the sport and the Assistant Coach shall receive a workload equivalent of at least three (3) workload hours, which may be assigned in any proportions during the academic year.

E. Directing Music Activities

In developing a plan for granting workload equivalents for directing music activities, a distinction is to be made between a music school in which a given activity is part of the regular instructional program in the music curriculum, and a non-music school in which the activity is actually extracurricular or outside the curriculum.

1. If the activity is recognized as part of the regular curriculum, the director shall be granted workload equivalents under the plan adopted for determining teaching workloads for classroom or laboratory instruction.

2. If a music activity is actually extracurricular, the following workload equivalents shall be granted:

	Minimum Yearly Allowance	Minimum Per Contact Hour For Average Weekly Assignment
Band - Concert or Marching	25%	6 1/4%
Assistant Band Director	12 1/2%	3 1/8%
Orchestra	25%	6 1/4%
Ensembles and Smaller Instrumental Groups	12 1/2%	3 1/8%
Choir or Chorus	25%	6 1/4%
Smaller Vocal Groups	12 1/2%	3 1/8%

F. Directing And/Or Advising Forensics, Dramatics and Journalism:

	Minimum Yearly Allowance	Minimum Per Contact Hour For Average Weekly Assignment
Director of Forensics	25%	6 1/4%
Director of Dramatics	25%	6 1/4%
Director (Advisor) of Student Newspaper	25%	6 1/4%
Advisor to Other Student Publications	12 1/2%	3 1/8%

G. With respect to Sections E.2. and F. above, the President or his/her designee shall determine the amount of time to be spent on the activity by the FACULTY MEMBER each week, and the FACULTY MEMBER shall have the right to choose between the workload equivalent alternatives.

H. Instead of offering a workload equivalent to the FACULTY MEMBER for any of the above, the President or his/her designee shall have the right, in consultation with the FACULTY MEMBER and APSCUF, to assign the work on an overload basis.

I. The President or his/her designee shall have the right to increase, in writing, the workload equivalents listed in Sections D., E., and F. of this Article. These increases shall be presented for informational purposes at local meet and discuss.

J. Workload equivalents not identified in the Collective Bargaining Agreement may be granted, in writing, by the President of the University or his/her designee and shall be presented for informational purposes at local meet and discuss. Such workload equivalents will be equated to workload hours for load purposes. The acceptance of such assignments shall be voluntary.

K. Calendar

If a calendar system other than the two (2) academic term systems of fifteen (15) teaching weeks each is established by appropriate means during the term of this Agreement, a mathematical equivalent shall be established for the above workload requirement.

L. 1. The State President and the Vice-President of APSCUF shall each receive up to a 100% workload reduction. APSCUF shall reimburse the STATE SYSTEM/UNIVERSITIES for all salary, benefits and related costs arising from this arrangement.

2. The local President of APSCUF shall receive a minimum of a 25% workload equivalency per semester. Existing workload equivalencies in excess of 25% shall not be reduced under this contract.

M. The parties shall Meet and Discuss during the term of this Agreement at the state level aspects of this Article that are of mutual interest.

Article 24

SUMMER EMPLOYMENT

A. Summer contracts shall be offered no later than May 1. A summer contract may be either a firm contract or a contingency contract at the discretion of the President.

If a firm contract is offered by May 1 and accepted by the FACULTY MEMBER by May 15, it shall be mutually binding.

If a contingency contract is offered by May 1 and accepted by the FACULTY MEMBER by May 15, the following conditions shall apply:

1. The University may cancel the contract at any time before the second class meeting if the number of students is insufficient to cover the direct and indirect costs to the University.

2. The FACULTY MEMBER may cancel the contract if the FACULTY MEMBER provides notice to the University three (3) weeks before the course is scheduled to begin.

B. Subject to the approval of the President or his/her designee, summer assignments shall be made by the chairpersons of the departments, giving prior consideration to members of the department who have the qualifications and experience to do the work planned.

C. The amount of compensation for teaching summer school courses shall be paid based upon the following:

1. Effective with the 2014 summer sessions, compensation for summer employment shall be paid at the rate of 55% of one-twenty-fourth (1/24) of the regular full-time salary for each workload hour, based upon the salary schedule in effect during the preceding academic year (see Appendices F, G and H), excluding any chairperson stipend, applied to the FACULTY MEMBER'S current rank and step. If FACULTY MEMBERS advance in rank and step, summer compensation shall be adjusted accordingly.

2. Workload hours for summer employment shall be calculated in the same manner as during the academic year. For example, each contact hour in chemistry, biology, physics, allied health science, and earth science assigned one (1) workload hour during the academic year shall also be assigned one (1) workload hour during the summer, if the course is taught during the summer.

D. The parties shall agree to a schedule for the payment of summer employment at State Meet and Discuss no later than March 1. The payment schedule so agreed to shall remain in effect unless changed by mutual consent at State Meet and Discuss.

Article 25

OVERLOAD

A. Workload Hour Overload

1. Effective at the start of the fall, 2013 semester, except as described in Section C. below, overload for FACULTY MEMBERS shall be paid at the rate of 68% of one-twenty-fourth (1/24) of the current academic year's regular full-time salary for each workload hour in excess of fifteen (15) assigned during any academic term or in excess of twenty-four (24) assigned during any academic year (see Appendices I, J, and K).

2. If FACULTY MEMBERS advance in rank and step, overload compensation shall be adjusted accordingly.

B. Preparation Overload

1. Effective at the start of the fall, 2013 semester, 31% of one-twenty-fourth (1/24) of the current academic year's regular full-time salary, excluding any chairperson stipend, per course workload hour, shall be paid for each preparation beyond three (3) per academic term to each FACULTY MEMBER who is eligible under the provisions of Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS.

2. If FACULTY MEMBERS advance in rank and step, preparation overload compensation shall be adjusted accordingly. The course(s) that receive(s) a preparation with the least number of workload hours shall be used when applying this "Compensation Formula."

3. In the following instances one or more courses identified with a single course number and/or course title shall be recognized as one preparation for the FACULTY MEMBER:

a. A lecture-discussion course.

b. A combination of the lecture and laboratory portions of a chemistry, biology, physics, allied health science and earth science course.

c. The laboratory portion of a chemistry, biology, physics, allied health science or earth science course if the FACULTY MEMBER does not also have responsibility for the lecture portion.

d. An industrial arts course or a studio course in art if the course provides credit on three or more levels of a given area -- i.e., Sculpture I, Sculpture II, Sculpture III.

e. Any drill or laboratory course in industrial arts, home economics, or business if lecture-discussion credit is given in the workload of the instructor.

f. Any combination of private or individual lessons in one family of instruments, regardless of differing course numbers.

g. Assignment to supervision of student teaching which includes responsibility for practicum.

4. In the following instances one or more courses identified with a single course number and/or course title shall be recognized as one half preparation:

a. An activity course in physical education.

b. A studio course in art, if the course grants credit in only one or two levels of the given area -- i.e., Sculpture I, Sculpture II.

c. Any drill or laboratory course in industrial arts, home economics, or business if no lecture-discussion credit is given in the workload of the instructor.

d. Any combination of private or individual lessons in voice or a single instrument regardless of different course numbers.

e. Any music performance course, other than individual lessons.

5. In the following instances no preparations are recognized:

a. Any activity for which the FACULTY MEMBER is granted a workload equivalency.

b. Part-time assignment to supervision of student teaching which does not include responsibility for the practicum.

6. Further general stipulations:

a. If two or more disparate or different courses are taught at one time and one place by a given FACULTY MEMBER each course shall be recognized as a half preparation.

b. A course in which students may earn either graduate or undergraduate credits shall be treated as a single course if taught at the same time and place by a single instructor.

c. In a team teaching situation each instructor will be credited with a preparation. However, the credit hours on which extra preparation compensation is computed may be pro-rated among the two or more FACULTY MEMBERS teaching that course provided the credit hours are also pro-rated for workload hours.

d. Mini-courses shall be recognized for preparation credit depending upon whether they fall under subsection 3. or subsection 4. above.

e. An instructor will be granted preparation credit for all courses taught by him/her in a given term as identified under subsection 3. or subsection 4., regardless of the duration of the respective courses.

7. Manner and conditions for assignment of extra preparations:

A fourth preparation may be assigned at the discretion of the University administration if the total teaching load does not exceed the maximum stipulated in the Agreement. The prior approval of the FACULTY MEMBER and the department chairperson must be obtained for a fourth preparation if the total load exceeds the stipulated maximum and for any preparations in excess of four (4).

C. A FACULTY MEMBER shall be entitled to both preparation overload compensation and workload hour overload compensation during the same academic year, if both his/her workload hours and preparations have exceeded the maximums identified in this Agreement. If the FACULTY MEMBER'S preparation overload and workload hour overload are both earned from the same course in the same academic semester, the FACULTY MEMBER will receive his/her workload hour overload compensation for the academic year or his/her preparation hour overload compensation for the academic year, whichever is greater.

D. Student Teacher Supervisor Overload

1. Overload for student teacher supervisors shall be paid at the rate of one-fortieth (1/40) of the academic year's salary for each student teacher assigned to the supervisor in excess of forty (40) in an academic year or twenty (20) in any term of an academic year.

2. Overload for student teacher supervisors when carrying a mixed load of teaching and supervision of student teachers shall be calculated on the basis of each student teacher assigned shall be equivalent to .600000 workload hour.

E. Library FACULTY Overload

Overload for Library FACULTY shall be paid at the straight time hourly rate specified in the STATE SYSTEM'S Compensation Plan for the FACULTY MEMBER'S rank and step for all hours in excess of thirty-five (35) per week. Overload for teaching by Library FACULTY shall be paid in accordance with Section A. of this Article.

F. Other FACULTY MEMBERS

Overload for FACULTY MEMBERS whose basic responsibilities lie outside the classroom shall be paid in accordance with Section A. of this Article.

Article 26

INDEPENDENT STUDY AND INDIVIDUALIZED INSTRUCTION

A. A FACULTY MEMBER engaged with students in independent study shall be paid in accordance with Section C of this Article when the following requirements have been met:

1. The FACULTY MEMBER'S assigned workload is eleven (11) or more workload hours for that semester or twenty-two (22) or more workload hours for the academic year. There are no workload restrictions for independent study performed outside the academic year except as noted in Section A.6. below.

2. An independent study program within a department must be listed in the University catalogue with an accompanying course description or must have received approval for inclusion in the catalogue.

3. Prior to the granting of academic credit, the department shall approve the course of study undertaken by the student.

4. The acceptance of independent study students shall be voluntary on the part of the FACULTY MEMBER; however, when such students are accepted, at least five (5) hours of FACULTY time per credit offered shall be made available upon request of each student. This time shall be outside the periods already allocated by the FACULTY MEMBER to classroom and office commitments.

5. The offering of independent study courses by the department shall be governed by the same credit hour constraints consistent with University policy.

6. Management will not approve nor shall a FACULTY MEMBER accept students for more than nine (9) workload hours of independent study per semester/session.

B. Individualized Instruction

A FACULTY MEMBER engaged in individualized instruction shall be paid in accordance with Section C. of this Article when the following requirements have been met:

1. The course must be a regular University catalogue course.

2. The course is not scheduled to be taught in the particular semester. However, in extraordinary circumstances, this rule may be waived by mutual consent at local meet and discuss.

3. The course assignment must be approved in accordance with the procedure outlined in Article 6, DEPARTMENT CHAIRPERSONS, before the assignment is undertaken.

4. The acceptance of individualized instruction students shall be voluntary on the part of the FACULTY MEMBER; however, when such students are accepted, at least five (5) hours of FACULTY time per credit offered shall be made available upon the request of the student. This time shall be outside the periods already allocated by the FACULTY MEMBER to classroom and office commitments.

5. Management will not approve nor shall a FACULTY MEMBER accept students for more than nine (9) workload hours of individualized instruction per semester/session.

6. No course shall be offered as individualized instruction to more than five (5)

students in a given semester/session. In extraordinary circumstances, this rule may be waived by mutual consent at local meet and discuss.

C. Payment Formula for Independent Study and Individualized Instruction

1. When the above requirements have been met, payment for independent study and individualized instruction shall be paid at the rate of $200.00 per independent study or individualized instruction workload hour.

Article 27

CONTINUING EDUCATION

A. For all continuing education courses, the following shall apply:

1. Continuing education courses will not be considered a part of the FACULTY MEMBER'S regular workload as defined in Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS.

2. FACULTY MEMBERS shall teach continuing education courses on a voluntary basis.

B. In instances in which credit bearing courses are offered through continuing education, the following shall apply:

1. Continuing education courses will continue to be offered and FACULTY MEMBERS will continue to be compensated according to local meet and discuss agreements with the exception that the compensation shall be no greater than one twenty-fourth (1/24) of the FACULTY MEMBER'S academic year salary for each workload hour.

2. In addition to the payment as designated in Section B.1. of this Article, the STATE SYSTEM/UNIVERSITIES will pay travel expenses and all other contributions as prescribed by law.

3. The provisions of existing continuing education agreements at the UNIVERSITIES, which are not in conflict with this Section, shall remain in effect unless changed by mutual consent at local meet and discuss.

C. In instances in which non-credit bearing courses are offered through continuing education, the following shall apply:

1. The University shall deliver prompt notice to the appropriate academic department(s) for which the course would apply. If no appropriate department(s) can be identified for the course, such notice shall be delivered to local APSCUF;

2. The academic department(s) or local APSCUF, as appropriate, shall respond within three (3) University calendar days, indicating which FACULTY MEMBERS, if any, are qualified and willing to teach the course;

3. After receiving the department(s) or local APSCUF's response, the President or his/her designee shall assign the course to one of the FACULTY MEMBERS recommended by the department(s) or identified by local APSCUF if deemed qualified by the President or his/her designee. The provisions of this subsection shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement;

4. If no FACULTY MEMBERS from within the department(s) or University are willing to teach the course, the President or his/her designee may appoint a faculty member from outside the University to teach the course; and

5. The provisions of existing continuing education agreements at the UNIVERSITIES, which are not in conflict with this Section, shall remain in effect unless changed by mutual consent at local meet and discuss.

Article 28

MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

A. Maintenance of Membership

All FACULTY MEMBERS who are members of APSCUF as of the date of ratification of this Agreement or who, thereafter, during its term become members of APSCUF, shall, as a condition of continued employment, maintain their membership in APSCUF for the term of this Agreement; provided, however, that any such FACULTY MEMBER may resign from membership in APSCUF during the period of fifteen days prior to the expiration of the Agreement (June 16, 2018 through June 30, 2018) by sending a certified letter (return receipt requested) to APSCUF headquarters, Harrisburg, Pennsylvania, and a copy to his/her personnel office. The letter shall be postmarked between June 16 and June 30, inclusive, and shall state that the employee is resigning his/her membership and, where applicable, is revoking his/her check-off authorization. The payment of dues and assessments while he/she is a member shall be the only requisite employment condition.

B. Check-off

1. The STATE SYSTEM/UNIVERSITIES agree to deduct in bi-weekly installments the regular annual dues of APSCUF from the pay of those FACULTY who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by APSCUF to the STATE SYSTEM/UNIVERSITIES and the aggregate deductions from all FACULTY MEMBERS shall be remitted monthly to APSCUF, together with an itemized statement containing the names of the FACULTY MEMBERS from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each FACULTY MEMBER'S written authorization shall be irrevocable for the term of this Agreement but may be revoked at the expiration thereof, as provided in Section A. above.

2. The STATE SYSTEM/UNIVERSITIES and APSCUF hereby agree that all non-members of APSCUF shall be subject to a fair share fee as provided for in Act 84 of 1988

(S.B. 291) and any amendments thereto.

3. The STATE SYSTEM/UNIVERSITIES further agree to deduct a fair share fee bi-weekly from all FACULTY MEMBER(S) in the bargaining unit who are not members of APSCUF.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the STATE SYSTEM/UNIVERSITIES by APSCUF, and the aggregate deductions of all employees shall be remitted together with an itemized statement to APSCUF by the last day of the month following the month in which such deductions have been made.

4. The STATE SYSTEM/UNIVERSITIES shall provide APSCUF, on a quarterly basis, a list of all employees in the bargaining unit represented by APSCUF. This list shall contain the employee's name, social security number, address, University and whether the employee is a member or non-member.

5. APSCUF shall indemnify and hold the STATE SYSTEM/UNIVERSITIES harmless against any and all claims, suits, orders, or judgments brought or issued against the STATE SYSTEM/UNIVERSITIES as a result of the action taken or not taken by the STATE SYSTEM/UNIVERSITIES under the provisions of this Article.

Article 29

RETRENCHMENT

A. 1. a. Notice of the possibility of retrenchment due to changes in finances will be sent electronically by the respective PASSHE University to the local APSCUF Chapter President with a copy to the State APSCUF President no later than August 1 for any retrenchment(s) that may occur effective at the end of the subsequent academic year.

b. Notice of the possibility of retrenchment due to program curtailment, elimination of courses, or the elimination of duties or services provided by FACULTY whose basic responsibilities lie outside the classroom will be sent electronically by the respective PASSHE University to the local APSCUF Chapter President with a copy to the State APSCUF President no later than April 1 for any retrenchment(s) that may occur effective at the end of the subsequent academic year.

2. The STATE SYSTEM/UNIVERSITIES shall meet and discuss with APSCUF or its designee regarding changes in finances, program curtailment, elimination of courses, or the elimination of duties or services provided by FACULTY whose basic responsibilities lie outside the classroom, which may lead to retrenchment, and thereby impact wages, hours and terms and conditions of employment, as required by Section 702 of Act 195. In connection with such duty to meet and discuss, accurate information, statistics or financial data related to any such proposed change shall be made available to both State and Local APSCUF as well as to the affected University and the STATE SYSTEM, so that all parties are prepared to engage in a discussion of the relevant issues. This shall not be construed to require the STATE SYSTEM/UNIVERSITIES to compile such material in the form requested which is not already compiled in that form, unless

mutually agreeable.

3. Retrenchment shall not be used to evade the disciplinary provisions of this Agreement.

B. Retrenchment because of changes in finances, program curtailment, elimination of courses or the elimination of duties or services provided by FACULTY whose basic responsibilities lie outside the classroom shall be applied as hereinafter set forth.

1. If and when retrenchment is to occur, the STATE SYSTEM/UNIVERSITIES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the required reduction of FACULTY.

2. When in the opinion of the STATE SYSTEM/UNIVERSITIES retrenchment becomes necessary and it cannot be accomplished totally by attrition, APSCUF and the affected FACULTY MEMBERS shall be notified prior to implementation, in accordance with the schedule set forth in Section F. of this Article, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible in the department where retrenchment is occurring.

a. temporary, part-time
b. temporary, full-time
c. regular, part-time
d. regular, full-time

C. 1. With respect to the application of Section B.2. above, retrenchment shall be made in inverse order of length of service from the most recent date of employment at the University ("seniority"), within a department, provided the remaining ACADEMIC FACULTY MEMBERS have the necessary qualifications to teach the remaining courses or perform the remaining duties. ACADEMIC FACULTY MEMBERS shall be responsible for keeping their Academic Dean informed of all their qualifications.

2. With respect to the application of Section B.2. above, retrenchment shall be made within the affected administrative unit in inverse order of length of service from the most recent date of employment at the University ("seniority"), provided the remaining ADMINISTRATIVE FACULTY MEMBERS have the necessary qualifications to perform the remaining duties. ADMINISTRATIVE FACULTY MEMBERS shall be responsible for keeping their appropriate management supervisor informed of all their qualifications.

D. 1. Before retrenching an ACADEMIC FACULTY MEMBER, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. When an ACADEMIC FACULTY MEMBER has been a member of more than one (1) department and he/she is retrenched from his/her current department, he/she shall have the right to return to a previous department as follows:

a. If he/she left the previous department less than five (5) years prior to his/her retrenchment from his/her current department, he/she shall have the right to return, if qualified; and

b. If he/she left five (5) or more years prior to his/her retrenchment, he/she shall have a right to return, if qualified, but only with the approval of the department or the President.

2. Before retrenching an ADMINISTRATIVE FACULTY MEMBER, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. When an ADMINISTRATIVE FACULTY MEMBER has occupied a position in more than one administrative unit, he/she shall have the right to return to a previous administrative unit and displace an ADMINISTRATIVE FACULTY MEMBER with less seniority.

3. A FACULTY MEMBER who has received a letter of retrenchment shall have the opportunity to apply for vacancies with the same hiring rights as stated in the preferential hiring rights and preferred rehiring provisions of Sections G. and J. of this Article.

E. The FACULTY MEMBERS in the department, program or administrative unit where retrenchment notices have been issued shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment, if the FACULTY MEMBERS who remain in the department, program or administrative unit have the qualifications to teach the remaining courses or perform the remaining duties. Where such voluntary agreements are made, the date of the original notice of retrenchment to the FACULTY MEMBERS in the department, program or administrative unit shall be considered the date of notice to the FACULTY MEMBER who has voluntarily agreed to be retrenched. The opportunity to reach voluntary agreement shall end sixty (60) days after notice is given. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

F. 1. The FACULTY MEMBERS to be retrenched shall be given notice in accordance with the following:

a. First-year probationary non-tenured FACULTY MEMBER – sent by certified mail or hand delivered on or before March 1;

b. Second-year probationary non-tenured FACULTY MEMBER – sent by certified mail or hand delivered on or before December 15;

c. Probationary non-tenured FACULTY MEMBERS beyond the second year – sent by certified mail or hand delivered on or before December 1;

d. Tenured FACULTY MEMBERS – sent by certified mail or hand delivered on or before October 30.

A retrenchment shall not be considered a non-renewal and a FACULTY MEMBER so retrenched shall not be permitted to grieve that action as if it were a non-renewal. If a FACULTY MEMBER had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being retrenched.

2. A retrenched FACULTY MEMBER shall be entitled to such unemployment compensation benefits as authorized by law.

G. 1. A FACULTY MEMBER retrenched from his/her University shall within a period of time equal to his/her length of service at that University, or three (3) years from his/her date of retrenchment ("furlough period"), whichever is less, be given preference with respect to a FACULTY vacancy which is covered by this Collective Bargaining Agreement for which he/she applies at another University, if deemed qualified by the receiving department. His/her name then shall be forwarded to the President of the receiving University who shall consider whether or not he/she is qualified. If the President of the receiving University determines such FACULTY MEMBER to be qualified, he/she shall be appointed. The FACULTY MEMBER shall be considered for appointment by the President of the receiving University before, and independent of, all other applicants; provided, however, that where there are FACULTY MEMBERS on a preferred rehiring list at the receiving University, the rehiring rights of those FACULTY MEMBERS shall take priority over the preferential hiring rights of retrenched FACULTY MEMBERS from another University. Notice concerning vacancies at a particular University shall be posted at that University and a copy of such notice shall be sent by electronic mail to APSCUF headquarters in Harrisburg, to the Office of the Chancellor, and to each retrenched FACULTY MEMBER. Retrenched FACULTY MEMBERS must indicate their interest in any such vacancy for which they feel they are qualified by sending a letter of application, together with other appropriate documentation, to the President of the University where the vacancy exists within thirty (30) calendar days after the date the notice of the vacancy is posted (referred to in this subsection as the "Notice Period"); provided that, if there are fewer than ten (10) days between the date when the FACULTY MEMBER first receives his or her notice of retrenchment in the academic year, pursuant to Section F.1. of this Article, and the end of the Notice Period, the Notice Period shall be extended for ten (10) additional days for any faculty member receiving a retrenchment notice within the extended notice period. Under no circumstances shall the Notice Period extend beyond 40 days from the original date of the posting. If more than one (1) retrenched FACULTY MEMBER applies to fill a vacancy at another University during this Notice Period, they shall be given the preferential consideration specified above, in order of seniority; provided, however, that the process of considering all such retrenchee applicants shall not exceed thirty (30) calendar days from the end of the Notice Period. Letters of application which are received after the end of the Notice Period shall receive no preferential rights with respect to the vacancy but shall be considered along with and in the same fashion as all other applicants for the vacancy.

Preferential hiring rights at another University do not extend to: (a) temporary part-time faculty vacancies that are less than fifty percent (50%) (6 workload hours per semester) of a regular full-time equivalent (FTE); (b) summer employment; or (c) winter session. A retrenched FACULTY MEMBER shall have preferred rehiring rights to such positions at the University from which the FACULTY MEMBER was retrenched.

A retrenched FACULTY MEMBER appointed at another University in accordance with the foregoing shall be appointed at any step of his or her rank at the time of retrenchment or at any step of the rank immediately below; however, retrenched FACULTY MEMBERS appointed to positions funded with grant monies may be

appointed at the rank stated in the notice of vacancy at whatever step the President deems appropriate.

2. When a retrenched FACULTY MEMBER applies for consideration for a vacancy at another University in accordance with Section G.1. above, the normal search and screen process shall not apply to retrenched applicants.

H. Any retrenched FACULTY MEMBER who receives an appointment at another University shall have seniority at that other University beginning with the date of that appointment. Retrenched FACULTY preferentially hired on or after July 1, 1985 shall have seniority over all other new hires with the same date of appointment. If appointed within his/her furlough period, he/she shall retain accumulated sick leave and sabbatical leave credits and he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement. If at the time of retrenchment, he/she had been a participant in the State Employees' Retirement Plan and thereafter withdrew his/her contributions, he/she shall have the right to repurchase his/her past service in accordance with the State Employees' Retirement Board regulations.

I. 1. A retrenched FACULTY MEMBER who receives an appointment at another University within his/her furlough period shall, if he/she did not have tenure at the University from which he/she was retrenched, be required to comply fully with the provisions of Article 15, TENURE, at the receiving University as a new FACULTY MEMBER. If he/she had tenure at the University from which he/she was retrenched, then he/she will be granted tenure at the receiving University.

2. A retrenched tenured FACULTY MEMBER who receives an appointment at another University within his/her furlough period will be evaluated, irrespective of his/her evaluation cycle at the University from which retrenched, in his/her third year of employment at the receiving University and thereafter will be evaluated pursuant to Article 12, PERFORMANCE REVIEW AND EVALUATION.

Example: Retrenched FACULTY MEMBER who has been granted tenure by the University from which retrenched is appointed with tenure at the receiving University effective fall 2015. This FACULTY MEMBER will be evaluated in accordance with Article 12 during academic year 2017-2018. The next fifth year evaluation will be conducted in academic year 2022-2023.

J. A FACULTY MEMBER who receives a notice of retrenchment from a University shall be placed on a preferred rehiring list. Each University shall have a separate rehiring list. The least senior FACULTY MEMBER shall be the first name placed on such list. He/she shall be retained on the preferred rehiring list for a period equal to his/her furlough period. Upon separation from the University, the STATE SYSTEM shall provide reimbursement of COBRA premiums paid by a retrenched FACULTY MEMBER for the Faculty Health & Welfare Plan and the State System Group Health Plan, less the applicable active employee premium contribution, for a period of six (6) months or until permanent employment begins, whichever comes first. In addition, the STATE SYSTEM shall continue group life insurance coverage for a retrenched FACULTY MEMBER for a period of six (6) months or until permanent employment begins, whichever comes first, if the group life insurance vendor agrees to make this coverage available for retrenched FACULTY MEMBERS at group rates; if the group life insurance

vendor does not agree to this extension of coverage, the STATE SYSTEM shall not be required to provide this additional benefit to retrenched FACULTY MEMBERS. At the University where retrenchment is occurring, no new FACULTY MEMBER will be hired to fill a vacancy for which a retrenched FACULTY MEMBER on the preferred rehiring list is qualified, as determined by the President of the University in his/her sole discretion, unless the vacancy first is offered in writing to all such qualified FACULTY MEMBERS on that list, for recall in reverse order of placement. Such offer (which shall be made by registered mail to the last known address of the FACULTY MEMBER and to APSCUF) to qualified FACULTY MEMBERS shall remain open for a period of fifteen (15) calendar days. During the period that a FACULTY MEMBER is on a preferred rehiring list, he/she shall keep the University from which he/she was retrenched and the Chancellor informed of any permanent or temporary change in his/her address. In the event a FACULTY MEMBER rejects in writing an offered position in accordance with the foregoing, or in the event he/she does not respond in writing within said fifteen (15) calendar day period, his/her name shall be passed over, but he/she shall remain on the preferred rehiring list. If a FACULTY MEMBER either rejects in writing two (2) offered full-time positions of one (1) year or more or fails to respond in writing within the above stated time limits to two (2) offered full-time positions of one (1) year or more, his/her name shall be removed from the preferred rehiring list and all preference rights under this Article shall cease. Part-time FACULTY MEMBERS shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article 11, APPOINTMENT OF FACULTY.

K. In the event a FACULTY MEMBER is recalled in accordance with the provisions of Section J. above, he/she shall receive the same rank and step which he/she had when he/she was retrenched. In addition, he/she shall retain all sick leave accumulations, credits for tenure or tenure status and credits for sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with COMMONWEALTH regulations. Furthermore, he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement.

L. If a program at one (1) University is moved to another University, whether or not a similar program existed at that other University, FACULTY MEMBERS who receive appointments at the other University with respect to that program will be considered as having been transferred and not retrenched. As such, the FACULTY MEMBERS affected shall be entitled to all rights and privileges of transferred employees, including transportation and moving expenses, subject to STATE SYSTEM/UNIVERSITIES rules and regulations pertaining thereto. Such transferred employees shall not be reduced in rank or step.

M. The University shall, on or before November 1 of each year, provide the local APSCUF President and state level APSCUF with a seniority list for each University. In addition, a copy of such list shall be sent to the department chairperson for posting in each department. All such lists shall reflect each FACULTY MEMBER'S most recent date of appointment at the University (first day on the payroll) and within his/her current department.

Positions on such list shall be considered final unless a question is raised with respect thereto by an individual FACULTY MEMBER within a period of sixty (60) days from the date of delivery of the list to APSCUF. The seniority list shall be compiled according to the seniority agreement between the STATE SYSTEM and APSCUF.

N. 1. Nothing contained within this Article shall be construed as requiring a University to retain more ACADEMIC FACULTY MEMBERS in a department or program or more ADMINISTRATIVE FACULTY MEMBERS in an administrative department or unit than the President deems to be needed in that department or unit.

2. Nothing contained in this Article shall prohibit ADMINISTRATIVE FACULTY MEMBERS from assuming full-time teaching positions in accordance with Article 7, PERFORMANCE OF BARGAINING UNIT WORK, of this Agreement.

O. All preference rights under this Article shall cease upon acceptance by a FACULTY MEMBER of a regular full-time position under the provisions of Sections D. or G. or J. of this Article.

P. The parties shall meet and discuss during the term of the Agreement aspects of this Article that are of mutual interest.

Q. The parties agree that any grievances relating to retrenchment issues will be handled in an expeditious fashion in the steps of the grievance procedure. The parties also agree that if APSCUF requests that any such grievances be submitted to arbitration, the parties will make a good faith effort to schedule the arbitration hearings during the academic year in which the notices of retrenchment are issued.

R. If an arbitrator should find that the meet and discuss requirements of this Article have been violated by management, the arbitrator's remedy shall be limited to ordering additional meet and discuss between the parties, and the arbitrator may not insert himself/herself into that process. If an arbitrator should find that a FACULTY MEMBER was improperly retrenched, the arbitrator's remedy shall be limited to determining whether or not reinstatement is appropriate and whether or not full or partial back pay, seniority and fringe benefits should be awarded.

Article 30

HEALTH AND WELFARE

A. A jointly-administered Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between APSCUF and the STATE SYSTEM/UNIVERSITIES. This Health and Welfare Fund shall conform to all existing and future federal and Commonwealth statutes and regulations controlling such Health and Welfare Funds. Said Agreement and Declaration of Trust provides and shall continue to provide equal representation on the Board of Trustees by and between APSCUF and the STATE SYSTEM/UNIVERSITIES.

B. The Board of Trustees of the Health and Welfare Fund shall determine at their discretion and in accordance with the terms of this Agreement and the terms of the Agreement and Declaration of Trust, health and welfare benefits which may be extended by the Health and Welfare Fund to FACULTY MEMBERS, their spouse/domestic partner, and their dependents.

C. 1. For the term of this agreement, the STATE SYSTEM shall pay an annual amount to the Health and Welfare Fund of $1,125.74 for each full-time FACULTY MEMBER in an active pay status. The STATE SYSTEM shall remit its contributions, together with an

itemized statement, to the Health and Welfare Fund on a biweekly basis during the 20 pay periods in which the faculty salaries are paid.

2. The biweekly contribution rate shall be $56.287 for each full-time FACULTY MEMBER in active pay status. The rate for part-time FACULTY MEMBERS shall be proportionate to the percent of the regular workload assigned to the FACULTY MEMBER. For example, the rate for a FACULTY MEMBER employed half-time shall be one-half of the rate for a full-time FACULTY MEMBER.

3. Beginning with the first full pay period for the academic year, the STATE SYSTEM shall determine the number of full-time FACULTY MEMBERS in active pay status during that pay period and contribute $56.287 for each full-time FACULTY MEMBER. The STATE SYSTEM also shall make contributions for all faculty wage hours reported for the pay period at the rate of $.750 per hour.

4. The STATE SYSTEM shall remit biweekly contributions to the Health and Welfare Fund within fourteen (14) days of the last day of the pay period for which contributions were calculated.

5. For purposes of this Agreement, FACULTY MEMBERS in "active pay status" shall include the following:

a. FACULTY MEMBERS who receive a full or partial paycheck for the pay period.

b. FACULTY MEMBERS who are on leave without pay with benefits.

c. FACULTY MEMBERS who are on leave without pay without benefits for a period of one full pay period or less.

6. The procedures provided for in number 1 through 5 above shall be utilized to calculate and remit contributions on behalf of FACULTY MEMBERS eligible under Section D. below.

D. 1. Contributions on behalf of part-time FACULTY MEMBERS shall be made on a proportionate basis with the calculations based on the workload provisions of Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS.

2. Full contributions will be made for all FACULTY MEMBERS on full or partial educational leaves without pay.

3. Full contributions will be made for all FACULTY MEMBERS on leaves without pay due to sickness, parental or family care leave that are also eligible for benefits under the SSHEGHP pursuant to Article 21.A.8.

4. Full contributions will be made for all retrenched FACULTY MEMBERS who are eligible for benefits pursuant to Article 29.J.

5. Full contributions will be made for all terminated FACULTY MEMBERS who are eligible for any type of benefit from the STATE SYSTEM pursuant to Article 15.G.

E. 1. Contributions made by the Employer to the Health and Welfare Fund as indicated in Sections C. and D. above shall not be used for any purpose other than to provide health and welfare benefits in accordance with the terms of this Collective Bargaining Agreement and the Agreement and Declaration of Trust and to pay the operating and administrative expenses of the Fund.

2. All benefits extended by this Health and Welfare Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act.

3. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be grievable or in any fashion subject to any grievance and arbitration procedure established in any collective bargaining agreement between the STATE SYSTEM/UNIVERSITIES and APSCUF.

F. It is expressly agreed and understood that the STATE SYSTEM/UNIVERSITIES do not accept, nor are they in any manner to be charged with hereby, any responsibility connected with the determination of benefits for, nor with any liability to, any FACULTY MEMBER claiming under any of the benefits extended by the Health and Welfare Fund. It is expressly agreed that the liability of the STATE SYSTEM/UNIVERSITIES in any and every event with respect to benefits extended by the Health and Welfare Fund shall be limited to the contributions indicated under Sections C. and D. above.

Article 31

MISCELLANEOUS CONDITIONS

A. Offices

The STATE SYSTEM/UNIVERSITIES shall supply each FACULTY MEMBER with suitable office space and facilities, which the STATE SYSTEM/UNIVERSITIES shall maintain.

B. Unemployment Compensation

FACULTY MEMBERS shall be eligible for unemployment compensation benefits as provided by law.

C. Indemnity for Liability

The STATE SYSTEM/UNIVERSITIES shall hold a FACULTY MEMBER harmless of and from any and all claims, suits, orders or judgments arising as the result of any action taken as a FACULTY MEMBER in the ordinary course of employment.

D. Television Tapes

Participation in instructional television tapes is to be voluntary on the part of FACULTY MEMBER(S). The University and FACULTY MEMBER(S) shall agree, either before or after

the taping, as to the future use and disposition of the taped material.

E. Curriculum Committee

1. There shall be a curriculum committee at each University, which shall be selected as determined by the FACULTY, but which may include at least one (1) administrator if designated by the President. Each campus shall establish processes and procedures for recommending curricular action (including but not limited to guidelines on program review, program and course initiation, class size, and similar recommendations), which shall be developed and approved at local meet and discuss. Said processes and procedures will be reviewed by State Meet and Discuss to insure each university is in compliance with this provision. Current curriculum committee agreements/curricular procedures or policies shall remain in effect unless renegotiated consistent with this Section. Nothing in this Section shall be interpreted as invalidating or limiting any existing or future local curriculum committee agreement, with regard to matters not specifically addressed herein. Local APSCUF Chapters and Universities retain the authority to establish by local agreement the procedures and authority of the curriculum committee, so long as the agreement does not violate a specific provision of this Section.

2. Recommendations of the curriculum committee shall be transmitted to the President or his/her designee for approval or disapproval. The President or his/her designee shall respond within 30 days. The President's or designee's disapproval of a curriculum committee recommendation will be accompanied by a written explanation to the curriculum committee chair of the reasons for the President's or designee's disapproval. The decision of the President (or his/her designee) to reject the recommendation(s) of the curriculum committee pursuant to this Section shall be final and not subject to challenge through the grievance procedure; provided, however, that a grievance contesting the President's failure to provide a written explanation may be filed directly at Step 3 of the grievance procedure under Article 5.

F. Past Practice

Rules, regulations, policies or practices relating to wages, hours and terms and conditions of employment now existing and not in conflict with this Agreement shall remain in effect unless modified, amended or eliminated in the same manner as they had been adopted. The provisions of this section of this Article shall be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, but only with respect to whether the procedure used to modify, amend or eliminate the rules, regulations, policies or practices was the same as was used to establish the rules, regulations, policies or practices.

G. Academic Advising and Student Scheduling

1. The parties recognize that academic advising is a role of the faculty, and that no change in the involvement of faculty in academic advising is intended by this statement.

2. The parties also recognize that it is appropriate for the UNIVERSITIES to assign to other personnel (who may not be a member of the bargaining unit) the following tasks in cooperation with the faculty advisor of record and the department chairperson:

a. student course schedules and registration;

b. informing students of degree, major field, distribution and track requirements;

c. assisting in the implementation of academic advisor's recommendations;

d. problem-solving in scheduling conflicts;

e. assisting students in gaining access to recommended courses;

f. maintaining and communicating the schedule of current and future course offerings (including special designation courses) by department; and

g. understanding the four-year structure of course offerings.

H. Contractual Deadlines

All contractual deadlines that occur on a Saturday, Sunday or any day when the UNIVERSITY's administrative offices are closed shall be extended to the next regular business day.

Article 32

TRAVEL EXPENSES

A FACULTY MEMBER who is authorized by the STATE SYSTEM/UNIVERSITIES to travel on official business shall be paid for expenses actually incurred in accordance with the STATE SYSTEM'S Travel and Subsistence Allowance Regulations. Allowances under these Regulations shall not be reduced during the term of this Agreement, except that the mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for FACULTY MEMBERS will be increased or decreased on the effective date of the General Services Administration change. If a FACULTY MEMBER wishes to use his/her own vehicle, and is authorized to travel, he/she shall be reimbursed pursuant to these Regulations.

Every reasonable effort will be made to process travel expenses promptly.

Travel expenses incurred by FACULTY MEMBERS when traveling or attending "Meet and Discuss" or other APSCUF related matters shall not be reimbursed by the STATE SYSTEM/UNIVERSITIES.

Article 33

AGREEMENT AGAINST STRIKES AND LOCK-OUTS

A. During the term of this Agreement there shall be no strike, as that term is defined in the Public Employee Relations Act, by any FACULTY MEMBER. It is also understood that no officer, representative or official of APSCUF shall in any fashion authorize, assist or encourage any such strike during the term of this Agreement.

B. Neither the STATE SYSTEM nor the UNIVERSITIES shall lock-out any FACULTY MEMBER(S) during the term of this Agreement.

C. Should a strike occur during the term of this Agreement, APSCUF shall, within twenty-four (24) hours of the start of such strike or at the request of the STATE SYSTEM/UNIVERSITIES:

1. Publicly disavow the strike action by the FACULTY MEMBERS in all available communications media;

2. Advise the STATE SYSTEM/UNIVERSITIES in writing that such FACULTY MEMBERS' action has not been authorized or sanctioned by APSCUF;

3. Advise FACULTY MEMBERS at the UNIVERSITIES where the strike is taking place that it has not sanctioned and has disapproved of the strike action; and APSCUF shall instruct the FACULTY MEMBERS to return to work immediately.

D. The STATE SYSTEM/UNIVERSITIES reserve the right in their sole discretion to discipline, suspend or discharge any FACULTY MEMBER(S) who violate the provisions of Section A. of this Article.

E. Compliance with the foregoing provisions of this Article shall be deemed full compliance with APSCUF's obligations under this Article. APSCUF shall have no other obligations or liabilities to the STATE SYSTEM/UNIVERSITIES under this Article.

Article 34

INTER-UNIVERSITY TRANSFERS

A. Among other purposes, it is the intent of this Article to assist in alleviating potential staffing problems at the UNIVERSITIES by providing for the voluntary transfer of FACULTY MEMBERS among the UNIVERSITIES. It is specifically understood that the provisions of this Article are intended to deal solely with inter-University transfers and that they do not convey any other powers to the STATE SYSTEM/UNIVERSITIES that it does not already have. The terms of this Article shall not apply to a FACULTY MEMBER who has been retrenched from his/her University. When a FACULTY MEMBER has been retrenched, the provisions of Article 29, RETRENCHMENT, shall apply.

B. 1. When the Chancellor becomes aware of the possible need for transfers, he/she shall take appropriate steps to determine the availability of vacant FACULTY positions within the STATE SYSTEM that might be filled through the transfer of FACULTY MEMBERS and shall notify all UNIVERSITIES within the STATE SYSTEM of the existence of such vacancies and of the qualifications required of candidates for the positions.

2. The Presidents of the UNIVERSITIES shall take steps, in accordance with Sections B.3., B.4. and C. below, to provide the Chancellor with the names and qualifications of FACULTY MEMBERS who could be considered for transfer if the

President of a University determines that there may be a need to alleviate staffing problems.

3. The President of a University from which transfers are contemplated shall, after notifying the Chancellor in accordance with Section B.2. above, request the department, program or administrative unit from which transfers are contemplated to provide written recommendations to the President regarding the effect of transfers on the quality and extent of existing programs. These recommendations shall be provided to the President within fourteen (14) calendar days of the request.

4. The President, taking into account the recommendations made in accordance with Section B.3. above, shall then determine, as provided in Section C. below, the number of FACULTY MEMBERS who could be transferred from a department, program or administrative unit and shall forward the names and qualifications to the Chancellor with the request that they be considered for transfer to other UNIVERSITIES.

5. Upon receipt of the names and qualifications as provided in Section B.4. above, the Chancellor shall make a reasonable effort to transfer the FACULTY MEMBER(S) to an available position at another University in accordance with Section C. below.

C. 1. With respect to the application of Sections B.3. and B.4. above, to ACADEMIC FACULTY, consideration for transfers shall be by program or department, in inverse order of length of service from the most recent date of employment at the University ("seniority"), provided that the remaining ACADEMIC FACULTY MEMBER(S) in the department or program have the necessary qualifications in the opinion of the President to teach the remaining courses or perform the remaining duties. It is understood by the parties that such University-wide seniority is to be applied within the affected program or department in order to determine which FACULTY MEMBER(S) within the program or department is (are) to be considered for transfer.

2. With respect to the application of Sections B.3. and B.4. above, to ADMINISTRATIVE FACULTY, consideration for transfer shall be by program, department or affected administrative unit in inverse order of length of service from the most recent date of employment at the University ("seniority"), provided the remaining ADMINISTRATIVE FACULTY MEMBERS in the department, program or administrative unit have the necessary qualifications in the opinion of the President to perform the remaining duties. It is understood by the parties that such University-wide seniority is to be applied within the program, department or administrative unit in order to determine which ADMINISTRATIVE FACULTY MEMBER(S) within the program, department or administrative unit is (are) to be considered for transfer.

3. The transfer of the FACULTY MEMBER(S) shall be made by department, program or administrative unit in order of length of service from the most recent date of employment at the University ("seniority"), so long as the FACULTY MEMBER with the greatest seniority who is available for transfer has the necessary qualifications to perform the duties of the available position at the receiving University. The decision as to whether the FACULTY MEMBER(S) being considered for transfer has (have) the necessary qualifications to perform the duties of the available position at the receiving University shall be made by the President of the receiving University. If the most senior

of those FACULTY MEMBERS being considered for transfer from the department, program or administrative unit does not have the necessary qualifications to perform the duties of the available position, the next most senior FACULTY MEMBER being considered for transfer who has the necessary qualifications will be transferred.

D. The President of the receiving University may make the appointment at any step within the rank held by the transferred FACULTY MEMBER which the President deems appropriate.

E. The following procedure shall be utilized in the transfer process for FACULTY MEMBERS:

1. When a FACULTY MEMBER is transferred, the regular full-time FACULTY MEMBERS of the receiving University department shall have the right to determine by a simple majority vote the acceptability of the FACULTY MEMBER being transferred. Such vote shall be taken in accordance with the accepted voting practice or procedure of the affected department unless it is in conflict with this Agreement, in which case the procedure shall be revised to conform with this Agreement.

2. The initial vote on acceptability by the receiving department shall be held before the end of the semester immediately prior to the semester in which the transfer is to be effective. This vote shall be held and the results determined in sufficient time to allow the President of the receiving University to notify the FACULTY MEMBER being considered for transfer of the results of that vote at least forty-five (45) days before the end of the semester in which the vote is taken. The FACULTY MEMBER being considered for transfer shall notify the Presidents of both the current University and the receiving University of his/her acceptance or rejection of the transfer within ten (10) days of the receipt of the results of the vote or at least thirty-five (35) days before the end of the semester in which the vote is taken, whichever comes first. A reasonable effort shall be made to insure that the FACULTY MEMBER is given the full ten (10) days in which to make his/her decision to accept or reject transfer. Failure by the FACULTY MEMBER to notify the Presidents of the Universities involved of his/her decision on acceptance or rejection by the end of the ten (10) day period shall be considered a rejection of transfer. The time limits of this subsection may in individual cases be modified by mutual agreement, in writing, of the parties to this Agreement. The acceptance of a transfer by a FACULTY MEMBER shall be final and binding and shall preclude any right of return to the former University by that transferred FACULTY MEMBER.

3. The department of the receiving University shall have the following options in considering and voting on the acceptance of the FACULTY MEMBER proposed for transfer into the department:

a. The department can approve the transfer of the FACULTY MEMBER into its department. Upon such approval and acceptance of the transfer by the FACULTY MEMBER under consideration, the transferred FACULTY MEMBER shall be received into the department and University. If the FACULTY MEMBER is tenured, his/her tenure status shall be carried over to the receiving University and he/she shall receive University-wide seniority credit at the receiving University of three (3) years or, where the President and the

receiving department agree, additional University-wide seniority may be granted, up to the full amount accrued at the former University. A probationary non-tenured FACULTY MEMBER shall receive full credit for prior service toward tenure but shall receive no University-wide seniority credit, unless the President and the receiving department agree, in which case University-wide seniority may be granted up to the full amount accrued at the former University. Sabbatical leaves shall be granted, and credit for sabbatical leaves shall be earned in accordance with Article 18, LEAVES OF ABSENCE, Section A. In addition, the FACULTY MEMBER shall retain accumulated sick leave and he/she shall not be considered a new employee for purposes of fringe benefits or other benefits provided to FACULTY MEMBERS covered by this Agreement; or

b. The department may provisionally approve the transfer of the FACULTY MEMBER into its department. Transfers, which have been given provisional approval by the department, shall be for an interim period of one academic year (2 semesters). Prior to the end of the interim academic year, the department shall vote either to fully accept the transferred FACULTY MEMBER or to reject the transferred FACULTY MEMBER. If a provisionally approved transferred FACULTY MEMBER fails to receive a vote of approval at the end of the first interim academic year, the President of the receiving University shall not be barred from retaining the transferred FACULTY MEMBER in the position in the department to which he/she was transferred for not more than one (1) additional academic year (2 semesters). This does not obligate the President to find another position for the transferred FACULTY MEMBER at the receiving University after the end of this second year. If the provisionally approved FACULTY MEMBER is tenured, his/her tenure status shall be carried over to the receiving University. A provisionally approved probationary non-tenured FACULTY MEMBER shall receive full credit for prior service toward tenure. Sabbatical leaves shall be granted and credit for sabbatical leaves shall be earned in accordance with Article 18, LEAVES OF ABSENCE, Section A. In addition, the provisionally approved FACULTY MEMBER shall retain accumulated sick leave and he/she shall not be considered a new employee for purposes of fringe benefits or other benefits provided to FACULTY MEMBERS covered by this Agreement. Upon final approval and acceptance of the transferred FACULTY MEMBER by vote of the receiving department at the end of the interim academic year: A tenured FACULTY MEMBER shall receive University-wide seniority credit of three (3) years at the receiving University or, where the President and the receiving department agree, additional University-wide seniority may be granted up to the full amount accrued at the former University; and, a probationary non-tenured FACULTY MEMBER shall receive no University-wide seniority credit, unless the President and the receiving department agree, in which case University-wide seniority may be granted up to the full amount accrued at the former University; or

c. The department may reject the transfer of the FACULTY MEMBER into its department. Although the department has voted to reject the FACULTY MEMBER being considered for transfer, the President of the receiving University may at his/her discretion, and where he/she believes that the FACULTY

MEMBER being considered for transfer meets the credential requirements of the available position, convert the rejection to a provisional approval. Where the President converts the rejection to a provisional approval, the transfer shall be for an interim period of one (1) academic year (2 semesters). Prior to the end of the interim academic year, the department shall vote either to accept fully the transferred FACULTY MEMBER or to reject the transferred FACULTY MEMBER. If a provisionally approved transferred FACULTY MEMBER fails to receive a vote of approval at the end of the first interim academic year, the President of the receiving University shall not be barred from retaining the transferred FACULTY MEMBER in the position in the department to which he/she was transferred for not more than one (1) additional academic year (2 semesters). This does not obligate the President to find another position for the transferred FACULTY MEMBER at the receiving University after the end of this second year. If the provisionally approved FACULTY MEMBER is tenured, his/her tenure status shall be carried over to the receiving University. A provisionally approved probationary non-tenured FACULTY MEMBER shall receive full credit for prior service toward tenure. Sabbatical leaves shall be granted and credit for sabbatical leaves shall be earned in accordance with Article 18, LEAVES OF ABSENCE, Section A. In addition, the provisionally approved FACULTY MEMBER shall retain accumulated sick leave and he/she shall not be considered a new employee for purposes of fringe benefits or other benefits provided to FACULTY MEMBERS covered by this Agreement. Upon final approval and acceptance of the transferred FACULTY MEMBER by vote of the receiving department at the end of the interim academic year, a tenured FACULTY MEMBER shall receive University-wide seniority credit of three (3) years at the receiving University or, where the President and the receiving department agree, additional University-wide seniority may be granted, up to the full amount accrued at the former University; and, a probationary non-tenured FACULTY MEMBER shall receive no University-wide seniority credit, unless the President and the receiving department agree, in which case University-wide seniority may be granted up to the full amount accrued at the former University.

F. When FACULTY MEMBERS are transferred in accordance with the above provisions, the Chancellor shall require the FACULTY MEMBER to change his/her residence from one place in Pennsylvania to another place, and the FACULTY MEMBER shall receive the expenses of moving his/her household goods to his/her new residence in accordance with applicable STATE SYSTEM rules and regulations.

Where the FACULTY MEMBER meets the above requirements for payment of moving expenses, it is understood that the move by the FACULTY MEMBER shall be made within six (6) months, and the request for payment of moving expenses will be made no later than six (6) months from the date of acceptance of the transfer. Moving expenses shall be paid by the University from which the transfer occurs.

G. Where a FACULTY MEMBER transfers from a University within the STATE SYSTEM to a different University within the STATE SYSTEM for personal reasons or reasons other than those set forth in Section B.2. above, only Sections D. and E. of this Article will apply.

H. An individual FACULTY MEMBER who is transferred for the purposes set forth in Section B.2. above, or APSCUF on his/her behalf, shall have the right to grieve in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, but only as to himself/herself and then only with respect to failure to observe the grievable portions of the procedures set forth in Sections A. through F. above. A FACULTY MEMBER who is transferred for personal reasons or reasons other than those set forth in Section B.2. above, or APSCUF on his/her behalf, shall have the right to grieve in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, but only as to himself/herself and then only with respect to failure to observe the grievable portions of the procedures set forth in Sections D. and E. above.

I. Upon the request of either of the parties to this Agreement, the parties shall meet and discuss aspects of this Article that are of mutual interest.

Article 35

LEGISLATIVE ACTION

A. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, the passage of the STATE SYSTEM budget or the granting of other appropriations, the provision shall become effective only if such legislative action is taken. The parties, however, mutually agree that each will make such appropriate but separate recommendations to the Legislature which each deems necessary to give force and effect to the provisions of this Agreement. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

B. The STATE SYSTEM and APSCUF shall each separately and in good faith attempt to have introduced and support legislation which each party independently deems is necessary to implement a provision of this Agreement. Where the parties mutually agree upon the need for implementing legislation and the form and language of that legislation, they will lend full support to the introduction and passage of such mutually agreed upon legislation. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

C. In the event that legislation, which both parties mutually agree is necessary, is not passed with respect to a specific subject matter, the parties hereto shall have the right to re-negotiate regarding the subject matter.

Article 36

SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

Article 37

TOTALITY OF AGREEMENT

The parties acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire Agreement between the parties for the term of said Agreement or any extensions thereof. Each party waives his/her right to bargain collectively with the other with reference to any other subject, matter, issue or thing, whether specifically covered here or wholly omitted herefrom, whether or not said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Article 38

SUCCESSORS

This Agreement shall be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns of each, in accordance with applicable labor law. The STATE SYSTEM shall notify APSCUF in writing at least thirty (30) days in advance of any sale, lease, transfer or assignment of any of the UNIVERSITIES to political subdivisions or bodies, corporations or persons.

Article 39

INTELLECTUAL PROPERTY

A. Intent

The intent of this Article is to establish the procedures for determining the rights and ownership of Intellectual Property produced at or for the STATE SYSTEM/UNIVERSITIES by FACULTY MEMBERS.

B. Policy

1. As an incentive to encourage scholarly growth, the STATE SYSTEM/UNIVERSITIES shall not claim any ownership or share of the proceeds in Intellectual Property created without substantial use of STATE SYSTEM/UNIVERSITIES resources/support/facilities.

2. In keeping with academic tradition, the STATE SYSTEM/UNIVERSITIES will not claim any ownership, interest, or share of the proceeds in the following types of Intellectual Property which are used or created for instructional purposes or as a result of scholarly activities: (a) publications, (b) textbooks, (c) educational courseware, (d) lectures, (e) recordings [video or audio], (f) original works of art, (g) fiction, including popular fiction, novels, poems, dramatic works, (h) motion pictures and other similar audio-visual works, (i), musical compositions, or (j) computer software.

3. The STATE SYSTEM/UNIVERSITIES will not claim ownership, interest, or share of the proceeds in Intellectual Property created while on sabbatical leave unless

there was substantial use of STATE SYSTEM/UNIVERSITIES resources/support/facilities as defined herein.

4. All Intellectual Property developed in conjunction with organizations in partnership with the STATE SYSTEM/UNIVERSITIES resources/support/facilities shall be governed by the provisions of this Article.

5. This Article also applies to any Intellectual Property in which the STATE SYSTEM/UNIVERSITIES has an interest under the terms of grants or other agreements.

6. The provisions of this Article are subject to any applicable laws, regulations or provisions of grants or contracts, which affect the rights of Intellectual Property, made in connection with the activity.

7. All Intellectual Property developed by FACULTY MEMBERS with support from a sponsor outside the STATE SYSTEM/UNIVERSITIES shall be governed by the provisions regarding ownership in the sponsorship agreement, grant or contract. In the absence of such terms, the ownership of such Intellectual Property shall be determined by this Article.

8. Intellectual Property that is the subject of a specific agreement between the STATE SYSTEM/UNIVERSITIES and the creator(s) thereof shall be owned as provided in such agreement.

9. Ownership and creative control of works made for hire will be governed by an agreement to be made prior to commencement of work between the STATE SYSTEM/UNIVERSITIES and the creator. The creator is one who receives payment from the STATE SYSTEM/UNIVERSITIES for the particular work.

C. Definitions

For the purpose of this Agreement, the following definitions shall apply:

1. Intellectual Property - includes any invention, whether patentable or not, materials, data, software, information, works, whether copyrightable or not, subject matter, any trademarks, trade secrets, creations, publications, compositions, discoveries, inventions, improvements, developments and all other results of work performed by FACULTY MEMBER(s)/CREATOR(s) during the course of his/her employment with the STATE SYSTEM/UNIVERSITIES, as well as all intellectual property therein, including patents, trademarks and copyright registrations and trade protections.

2. Creator - any FACULTY MEMBER creating an item of Intellectual Property.

3. Net Income - the total income generated by the licensing, sale, distribution, or other commercialization of Intellectual Property, less the direct and indirect expenses incurred by the STATE SYSTEM/UNIVERSITIES for:

a. Substantial use of STATE SYSTEM/UNIVERSITIES resources/support/facilities. (See Section C.4. below.)

b. The sale or licensing of Intellectual Property.

c. The production, development, maintenance, and distribution of Intellectual Property.

d. Litigation and other steps to obtain, maintain, enforce, or defend the patent/copyright/trademark/trade secret/license rights of Intellectual Property.

4. Resources/Support/Facilities

a. Use of STATE SYSTEM/UNIVERSITIES resources/support/facilities will be considered substantial if the use of such resources/support/facilities is important to the creation of Intellectual Property and STATE SYSTEM/UNIVERSITIES aid exceeds a cumulative total of $40,000 per project, for any combination of the items listed below over a three-year period. Examples of such support items include but are not limited to the following:

(1) Alternate assignment, and/or special assignment for a specific project or task.

(2) Use of STATE SYSTEM/UNIVERSITIES funds designated for a specific project or task.

(3) Use of STATE SYSTEM/UNIVERSITIES-owned, administered, leased equipment, facilities, materials or technological information.

(4) Support provided by other public or private organizations, when it is arranged, administered, or controlled by the STATE SYSTEM/UNIVERSITIES.

(5) Assistance of one or more STATE SYSTEM/UNIVERSITIES' employees or students, or others who are assigned to a project or task.

(6) Cash investments or cash purchases.

b. Examples of such support does not include the following:

(1) Mere incidental use of STATE SYSTEM/UNIVERSITIES resources/support/facilities.

(2) Normal academic use of facilities commonly available to FACULTY MEMBERS, staff, or the public, such as libraries, offices, office equipment, or Internet services.

(3) Use of university sabbatical leave, unless Section B. 3 is applicable.

D. Procedures

1. In the event that the STATE SYSTEM/UNIVERSITIES provides substantial support under Section C.4. above, the STATE SYSTEM/UNIVERSITIES and FACULTY MEMBER(S) involved shall enter into an agreement, which shall set out ownership rights in any product developed. Such document shall provide at a minimum that the FACULTY MEMBER(S) involved shall receive no less than sixty percent (60%) of the net income until the agreed substantial support of the project is repaid to the STATE SYSTEM/UNIVERSITIES and no less than seventy percent (70%) of the net income thereafter. The parties agree that a model of the agreement referenced in this subsection will be agreed upon by the parties at State Meet and Discuss. This model shall include definitions of net income and direct and indirect costs to be used in calculating project support.

2. Should the STATE SYSTEM/UNIVERSITIES wish to evaluate its ownership interests, the FACULTY MEMBER(S) and APSCUF shall work cooperatively with the STATE SYSTEM/UNIVERSITIES and with anyone to whom the STATE SYSTEM/UNIVERSITIES may refer the Intellectual Property in question for evaluation.

3. The STATE SYSTEM/UNIVERSITIES, the FACULTY MEMBER and APSCUF shall not commit any act which would tend to defeat the STATE SYSTEM/UNIVERSITIES' or FACULTY MEMBERS' interest in Intellectual Property and shall take any necessary steps to protect such interest.

4. The STATE SYSTEM/UNIVERSITIES and FACULTY MEMBERS shall promptly execute all contracts, assignments, waivers, or other legal documents necessary to delineate and effect the transfer of rights in Intellectual Property under this Article, and to obtain and enforce Intellectual Property rights.

5. Should the STATE SYSTEM/UNIVERSITIES decide to abandon or not to pursue its ownership rights, it shall assign the rights to the creator(s).

6. Except where limited by other sections of this Article, the Creator of any Intellectual Property may, with the written permission of the STATE SYSTEM/UNIVERSITIES, choose to place Intellectual Property in the public domain. In such cases, both the Creator and the STATE SYSTEM/UNIVERSITIES waive all ownership rights to said Intellectual Property. Creators wishing to place Intellectual Property in the public domain are responsible for ascertaining that the right to public dedication of that Intellectual Property is not limited by any sponsorship agreement, grant, contract, term of employment, or specific agreement between the Creator and the STATE SYSTEM/UNIVERSITIES as described herein.

7. The STATE SYSTEM/UNIVERSITIES and FACULTY MEMBERS are prohibited from signing any agreement with outside persons which may abrogate or otherwise affect the STATE SYSTEM/UNIVERSITIES' or FACULTY MEMBERS' rights and interests in this Article or which otherwise conflict with this Article.

E. Dispute Resolutions

1. Any dispute regarding the interpretation and application of the provisions of this Article shall be subject to the grievance and arbitration provisions of Article 5 of this Agreement.

2. Upon submission of a timely request for arbitration by either party, the Office of the Chancellor or APSCUF shall submit the dispute to the American Arbitration Association for the appointment of an arbitrator pursuant to the provisions of Article 5, Section D. of this Agreement, with the exception that the arbitrators suggested by the American Arbitration Association shall be required to have had experience with and be knowledgeable about issues involving the resolution of Intellectual Property disputes.

Article 40

BRANCH CAMPUSES AND OTHER TEACHING LOCATIONS

A. Branch Campuses

1. The University may appoint FACULTY MEMBERS whose entire workload will consist of assignments at a branch campus if this condition of employment is included in the FACULTY MEMBER'S letter of appointment.

2. The University may appoint a FACULTY MEMBER to teach a portion of his/her workload at both the main campus and a branch campus if this condition of employment is included in the FACULTY MEMBER'S letter of appointment. The Employer must designate either the main campus or branch campus as the primary work location for the purpose of determining travel expenses in accordance with Section 5. below.

3. Except as provided elsewhere in this Section, FACULTY MEMBERS employed at the main campus may teach at a branch campus only on a voluntary basis.

4. Except as provided elsewhere in this Section, FACULTY MEMBERS employed at a branch campus may teach at the main campus or at another branch campus only on a voluntary basis.

5. FACULTY MEMBERS will be reimbursed for travel and other expenses pursuant to Article 32, TRAVEL EXPENSES, of this Agreement.

B. Any Other Teaching Locations

1. When the STATE SYSTEM/UNIVERSITIES consider offering a course(s) and/or program(s) at other teaching locations including those leased or owned, it shall notify the affected department(s). The STATE SYSTEM/UNIVERSITIES may staff the course(s) or program(s) with volunteers and/or with FACULTY hired with the expectation of teaching at other locations stated in their letter of appointment. A faculty member who is hired to teach at other locations as stated in his/her letter of appointment shall not be eligible for the incentive payments under 3. below. Additionally, the Employer must designate a primary work location for the purpose of determining eligibility for travel

expenses in accordance with 4. below. Alternatively, the STATE SYSTEM/UNIVERSITIES may seek written agreement from the affected department(s) to provide FACULTY MEMBERS to staff the course(s) or program(s). The department(s) may develop a rotation system to staff the course(s), which shall be approved by the department(s).

2. If a department(s) that has made such a written commitment to staff courses is unable to provide a FACULTY MEMBER to another teaching location, the University shall attempt to appoint a temporary FACULTY MEMBER to teach the course. In the event a temporary FACULTY MEMBER cannot be appointed, the University may assign another FACULTY MEMBER to teach the course.

3. In addition to their regular compensation under this Agreement, FACULTY MEMBERS who volunteer to teach at other teaching locations or are assigned in accordance with 2. above may elect one of the following incentives, except that no incentive shall be paid for teaching locations within fifteen (15) miles of the FACULTY MEMBER'S home or the University, whichever is closer:

Total Cumulative Miles Traveled	Cash Incentive	Professional Development Incentive
500 miles or less	0	0
501-1,500 miles	$375	$500
1,501 – 3000 miles	$750	$1,000
Over 3,000 miles	$1,125	$1,500

a. The cash incentive is not subject to employee or employer retirement contributions nor to retirement earnings. No additional costs shall be incurred by UNIVERSITIES offering courses should this option be selected by FACULTY MEMBERS other than mandated employer benefit contributions.

b. FACULTY MEMBERS accepting teaching assignments at other teaching locations may also be granted campus-based scheduling preferences.

c. Professional development funds in this Section are funds which are credited to an account on behalf of the FACULTY MEMBER rendering services at other teaching locations and shall be non-lapsing funds. These funds may be used to support professional development activities including, but not limited to, research, equipment, scholarships, tuition reimbursement, travel, seminar/conference/workshop registration fees or other professional development activities. A FACULTY MEMBER may draw from his/her professional development account by written notification to the President or his/her designee. The FACULTY MEMBER should include documentation verifying the activity for which the funds have been requested.

d. The cash incentive shall be paid or the professional development incentive shall be credited to the FACULTY MEMBER'S account at the end of the semester upon submission of appropriate documentation verifying the total cumulative miles traveled for the semester.

e. Where multiple FACULTY MEMBERS are jointly teaching a course at any other teaching location, the incentive to each FACULTY MEMBER shall be the FACULTY MEMBER'S pro rata share of the incentive determined by dividing the total incentive that would be provided based on the cumulative miles traveled by the FACULTY MEMBERS based upon their respective share of the workload for the course.

4. FACULTY MEMBERS will be reimbursed for travel and other expenses pursuant to Article 32, TRAVEL EXPENSES, of this Agreement.

Article 41

DISTANCE EDUCATION

A. Preamble

1. The purpose of distance education is to increase access and the availability of the curriculum offerings of the STATE SYSTEM/UNIVERSITIES. The purpose of the parties in adopting this Article is to expand the curriculum offerings of the STATE SYSTEM/UNIVERSITIES, and to promote access to these offerings.

2. The parties agree that except where student needs dictate otherwise, the method of classroom instruction with the FACULTY MEMBER and the students in the same room is the preferred means of providing a quality educational experience. Distance education is not intended to diminish that experience.

3. During the term of this Agreement, the STATE SYSTEM agrees not to retrench a FACULTY MEMBER teaching in a department where distance education is being used, when retrenchment is a direct result of distance education. This sub-section applies only to the University at which the retrenched FACULTY MEMBER is employed.

4. Distance education is a part of the approved curriculum and evaluated pursuant to Section F.

B. Definitions

1. Distance Education

a. Distance Education is an educational process in which the instruction occurs with the instructor and student in different locations. Distance Education makes use of one or more technologies including web-conferencing to deliver 80% or more of the instruction for the course to students who are separated from the instructor and to support interaction between the students and the instructor synchronously or asynchronously.

Online web-based is the delivery of instruction synchronously or asynchronously.

ITV – Interactive Television (compressed video) is the delivery of instruction by two-way synchronous audio and video among two or more geographically-separated locations.

b. For purposes of compensation, distance education courses must have eighty percent (80%) or more of the instruction delivered online or via ITV. In-person and/or proctored exams and field experiences are excluded when determining the percent of the course that is delivered via distance education.

c. Distance education shall not include instruction at multiple locations on the same campus.

2. Home Site

Home site means the site at which the distance education originates. There may be more than one (1) home site for a distance education course, if more than one (1) FACULTY MEMBER is involved.

3. Remote Site

A remote site is any site physically separate from the home site at which a distance education course is received. There may be more than one (1) remote site for a course. Individual website users shall not be considered individual remote sites.

4. Originating FACULTY MEMBER(S)

The originating FACULTY MEMBER(S) may be one (1) or more FACULTY MEMBERS who develop and teach a distance education course.

5. Instructor of Record

For credit-bearing University courses, the instructor of record is the FACULTY MEMBER(S) who has the task of grading students and otherwise supervising the offering of a distance education course. In no event shall a person who is not a FACULTY MEMBER be the instructor of record, except as provided for under Article 7, PERFORMANCE OF BARGAINING UNIT WORK.

C. FACULTY Participation

1. Except where specifically stated in a letter of appointment for a FACULTY MEMBER describing his/her job expectations, teaching through distance education technologies shall be voluntary. The assignment of distance education courses to those faculty members who volunteer to teach through distance education shall be made in accordance with Article 6. Section A.1. of this agreement.

2. Prior to teaching a distance education course, University officials may require FACULTY MEMBERS identified in C.1. to complete appropriate training in distance education instruction or the use of a technology. A FACULTY MEMBER may suggest

appropriate distance education training in consultation with his/her department and will be subject to approval by the appropriate University official(s).

3. The STATE SYSTEM shall encourage FACULTY participation in the distance education planning process. The STATE SYSTEM has established a Distance Education Advisory Committee and APSCUF may appoint three (3) APSCUF representatives to this committee or its successor.

D. Technical and Instructional Support

1. The University shall assure the availability of technical support professional(s) and instructional design professional(s) and materials appropriate to the principal technology and consistent with the FACULTY MEMBER'S prior training and experience. Effective Fall, 2014, failure of a University to provide such technical support and instructional design professional(s) shall result in continuation and/or restoration of development and redevelopment fees for FACULTY MEMBERS teaching online/web-based courses and ITV/compressed video courses taught at that University in accordance with Section H.6. and 7., below. In Universities that provide such technical support and instructional design professional(s), disputes concerning the sufficiency or adequacy of the support provided shall be presented, in the first instance, for resolution at local meet and discuss. If the issue is not resolved at local meet and discuss, a grievance may be initiated under Article 5, GRIEVANCE PROCEDURE AND ARBITRATION.

2. The University shall assure the means for students at remote sites to interact with FACULTY MEMBER(S) (e.g. site visits, voice mail, e-mail, and other technological methods of communication).

3. The University shall insure that textbooks and other course materials are available to students at remote sites. Additionally, arrangements shall be made for library access, either through technology or physical access, as appropriate.

E. Course Approval

1. In approving distance education courses, the following criteria shall be applicable: (a) course approval through the traditional academic process; (b) a qualified instructor; (c) use of suitable technology as a substitute for the traditional classroom; (d) suitable opportunity for interaction between instructor and student; (e) suitable evaluation of student achievement by the instructor; and (f) integrity of the evaluation methods used.

2. In accordance with Article 31.E., new credit bearing courses, which may be offered through distance education, must be approved through the normal course approval procedure at the University.

3. Existing credit bearing courses, which may be offered through distance education, shall be reviewed by the department and University curriculum committee, which shall each provide its recommendation to the President or his/her designee. Each University shall develop an expedited procedure to complete this review within thirty (30) days. Such procedure shall be reviewed with APSCUF at local meet and discuss prior to implementation.

F. Intellectual Property

Ownership of Intellectual Property created through distance education shall be governed by the provisions of Article 39, INTELLECTUAL PROPERTY.

G. Compensation

1. Base Compensation

Credit-bearing courses taught via distance education during the academic year shall be included in the workload hours pursuant to either Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS, or Article 27, CONTINUING EDUCATION, as appropriate. Credit-bearing courses taught via distance education during the summer shall be paid at the appropriate summer school rate.

2. Compensation Per Student

a. A FACULTY MEMBER teaching a distance education ITV/compressed video course during the academic year shall receive his/her base compensation for teaching at the home site. A FACULTY MEMBER teaching a distance education course during the summer shall be paid at the appropriate summer school rate for teaching at the home site. Additionally, the FACULTY MEMBER shall receive $25.00 for each student enrolled at the remote site(s). Enrollment will be established the day after the last day of the add/drop period for that class for that semester.

b. A FACULTY MEMBER teaching a distance education online/web-based course during the academic year shall receive his/her base compensation for teaching at the home site. A FACULTY MEMBER teaching a distance education course during the summer shall be paid at the appropriate summer school rate for teaching at the home site. Additionally, the FACULTY MEMBER shall receive a payment of $25.00 for each student enrolled in the course. Enrollment will be established the day after the last day of the add/drop period for that class for that semester.

3. Course Development Compensation

a. In addition to the compensation required above, a distance education course development payment of $800.00 per credit shall be paid the first time an online/web-based course is developed and initially taught beginning with the Fall 2007 semester. Course development compensation is to be paid the first time a FACULTY MEMBER teaches a distance education course. Notwithstanding Section C(1), the FACULTY MEMBER may be required to teach the distance education course up to three (3) additional times during the next four (4) year period.

b. Similarly, a distance education course development payment of $400.00 per credit shall be paid the first time an ITV/compressed video course is developed and initially taught beginning with the Fall 2007 semester. Course

development compensation is to be paid the first time a FACULTY MEMBER teaches a distance education course. Notwithstanding Section C(1), the FACULTY MEMBER may be required to teach the distance education course up to three (3) times during the next four (4) year period.

c. If a FACULTY MEMBER has been paid the preparation payment for a specific course within the previous three (3) years, July 1, 2004 – June 30, 2007, he/she would be eligible for a course development payment for the same course only after completing the three (3) year eligibility requirement as defined under the July 1, 2003 – June 30, 2007 faculty agreement Article 42, Section I.6. Thereafter, Section H.6.a.or b. of this Article is applicable.

d. FACULTY MEMBERS who are hired on or after July 1, 2007, solely for the purpose of teaching via distance education, or for the purpose of teaching courses in a program(s) delivered via distance education, shall not be eligible for the course development payment.

e. Effective for online/web-based courses and ITV/compressed video courses taught in Fall, 2014 and thereafter, no course development compensation shall be paid, except as provided for in Section D.1. of this Article.

4. Course Re-development Compensation

a. A distance education course re-development payment shall be paid every five (5) years if a given online/web-based course has been taught at least four (4) times during that period by the FACULTY MEMBER and the FACULTY MEMBER is able to document appropriate professional development experiences. Course re-development compensation for revisions in online/web-based courses are as follows: $100.00 per credit to be paid the first time the FACULTY MEMBER teaches a re-developed distance education course and up to three (3) additional times the course is taught by the same FACULTY MEMBER during the next five (5) year period.

b. A distance education course re-development payment shall also be paid to a FACULTY MEMBER who assumes responsibility for a section of an online/web-based course developed by another FACULTY MEMBER. Course re-development compensation for revisions in online/web-based courses are as follows: $100.00 per credit to be paid the first time the FACULTY MEMBER teaches a distance education course and up to three (3) additional times the course is taught by the same FACULTY MEMBER during a five (5) year period.

c. Effective for online/web-based courses taught in Fall, 2014 and thereafter, no course re-development compensation shall be paid, except as provided for in Section D.1. of this Article.

5. Travel

If it is necessary for a FACULTY MEMBER to travel to a remote site(s) for orientations or other academic purposes, travel expenses shall be reimbursed pursuant to Article 32, TRAVEL EXPENSES.

Article 42

INVESTIGATION OF COMPLAINTS AGAINST FACULTY MEMBERS

The STATE SYSTEM and APSCUF recognize that it may be necessary to investigate complaints against FACULTY MEMBERS prior to making a disciplinary decision. When appropriate, attempts should be made to resolve complaints informally. In those cases in which complaints are not resolved informally, the principles below shall apply:

A. If the University determines to conduct an investigation of a complaint, either verbal or written, it shall be initiated and concluded within a reasonable amount of time. Absent unusual circumstances, the decision to conduct a formal investigation shall be made within twenty (20) days of receipt of the complaint.

B. The FACULTY MEMBER accused of wrongdoing must receive a copy of the written complaint prior to the commencement of an investigatory interview or pre-disciplinary conference. In the event a written complaint is not submitted, the individual assigned to conduct the investigation shall prepare a written summary and provide a copy of the summary to the FACULTY MEMBER prior to commencing an investigatory interview or pre-disciplinary conference. The FACULTY MEMBER may provide APSCUF a copy of the written complaint or summary if he/she so desires. If the FACULTY MEMBER has obtained APSCUF representation and the FACULTY MEMBER has no objection, a copy of the complaint or the written summary shall be provided to APSCUF. Upon receipt of the complaint by the FACULTY MEMBER and/or APSCUF, it shall be treated as confidential by all parties and may only be shared with those persons necessary to prepare a response to the complaint.

C. Upon request, a FACULTY MEMBER shall be entitled to an APSCUF representative during any meeting in which allegations are to be made, which the FACULTY MEMBER reasonably believes could lead to discipline.

D. If the complainant is a student in the FACULTY MEMBER'S class, the investigation may be deferred and the complainant's name need not be disclosed until after submission of the final grade.

E. If an investigation is expanded beyond its original scope, the FACULTY MEMBER shall be advised immediately. APSCUF shall also be advised if the FACULTY MEMBER has obtained APSCUF representation and has no objection.

F. The FACULTY MEMBER accused of wrongdoing shall be advised that he/she is prohibited from taking retaliatory action against the complainant or any other person and that such action may result in a separate disciplinary action.

G. This Article shall supplement and by no means shall diminish the rights of any FACULTY MEMBER, APSCUF, or the STATE SYSTEM/UNIVERSITIES under any law, including the Pennsylvania Public Employee Relations Act.

Article 43

FACULTY PROFESSIONAL DEVELOPMENT PROGRAM

A. The STATE SYSTEM will provide the Professional Development Council with funding for the enhancement of professional development of FACULTY MEMBERS.

B. The Professional Development Council

The Professional Development Council and all substructures shall continue to remain in effect under the present guidelines, makeup and operations. Any subsequent changes shall be made by the Council.

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

Article 44

REGULAR PART-TIME FACULTY

A. Regular part-time faculty (RPT) are defined as regular part-time positions with non-tenure-track status.

B. RPT FACULTY positions may be filled in two ways:

1. by conducting a search using faculty search procedures; or

2. a department may recommend a temporary FACULTY MEMBER for RPT status. The recommendation shall include a description of the area in which the FACULTY MEMBER is qualified to teach (area of qualification) and for which he/she is being recommended for RPT status, as well as the proposed RPT

workload. The recommendation as to the area of qualification shall be approved by local APSCUF prior to action by the President.

C. If the President accepts a department's recommendation, or an RPT is hired after a search, the President shall designate a workload, giving consideration to the department's recommendation, which shall not exceed six (6) workload hours per semester.

D. Once approved, a RPT FACULTY MEMBER may be rehired continuously in the designated area of qualification without going through the hiring procedures as set forth in Article 11, APPOINTMENT OF FACULTY. The President or his/her designee may increase the designated workload up to but not exceeding six (6) workload hours per semester.

E. The workload of a RPT FACULTY MEMBER may be increased on a temporary basis, but in no event shall the RPT FACULTY MEMBER be assigned to work in excess of six (6) workload hours per semester beyond two (2) consecutive years.

F. Should a RPT FACULTY MEMBER decline assignments within his/her designated workload and area of qualification on a basis other than inability to work due to approved leave, the RPT FACULTY MEMBER'S continued RPT status may be terminated by the President or his/her designee.

G. RPT FACULTY MEMBERS shall have the same rights and responsibilities for teaching and advising pro-rated in proportion to their workload.

H. 1. During the first five (5) years of service, a RPT FACULTY MEMBER shall be subject to renewal or non-renewal on an annual basis. In addition, each RPT FACULTY MEMBER shall be evaluated annually pursuant to Article 12. The major emphasis of the performance review shall be effective teaching and service. All RPT FACULTY MEMBERS shall be encouraged to engage in scholarly growth. Each performance review shall contain a recommendation regarding renewal or non-renewal.

2. After five (5) consecutive years of service as a RPT FACULTY MEMBER, the RPT FACULTY MEMBER shall be reappointed for a term of three (3) years subject to Sections I, J, and K below.

3. Notice of non-renewal shall be provided, in writing, by the President or his/her designee no later than April 15. Non-renewals shall be effective at the end of the academic year in which the non-renewal notice is given.

4. Reasons for the non-renewal will be supplied, if requested by the RPT FACULTY MEMBER.

5. A RPT FACULTY MEMBER may grieve a notice of his/her non-renewal only with respect to failure to observe the procedures set forth above.

I. 1. After five (5) consecutive years of service as a RPT FACULTY MEMBER, performance evaluations shall be completed every third year pursuant

to Article 12. The major emphasis of the performance review shall be on effective teaching and service. All RPT FACULTY MEMBERS shall be encouraged to engage in scholarly growth.

2. The performance review will be conducted using the procedure contained in Article 12.B and C except as modified by 1. above.

3. Each performance review will contain a recommendation concerning renewal or non-renewal.

4. Notice of non-renewal shall be provided, in writing, by the President or his/her designee no later than April 15. Non-renewals shall be effective at the end of the academic year in which the non-renewal notice is given.

5. A RPT FACULTY MEMBER may grieve a notice of his/her non-renewal only with respect to failure to observe the procedures set forth above.

J. 1. In the event the need for services of the RPT FACULTY MEMBER does not exist in a given semester, as determined by the Dean after consultation with the department, the RPT FACULTY MEMBER will not be employed in that semester. The RPT FACULTY MEMBER shall be notified of non-employment in a given semester as soon as possible. The provisions of Article 29, RETRENCHMENT, shall not be applicable in such cases.

2. In the event the need for services of the RPT FACULTY MEMBER is reduced in a given semester, as determined by the Dean after consultation with the department, the RPT FACULTY MEMBER will be notified as soon as possible but no later than the start of classes in that semester. The provisions of Article 29, RETRENCHMENT, shall not be applicable in such cases.

3. The RPT FACULTY MEMBER retains the right to be employed in the next semester in which the need for services exists.

4. If the need for services does not exist for four (4) consecutive semesters, the RPT designation for the individual FACULTY MEMBER may be terminated after consultation with the department.

K. 1. A RPT FACULTY MEMBER who has completed five (5) consecutive years of service as a RPT FACULTY MEMBER may be terminated or suspended at any time. The President or his/her designee shall give written notice to the affected RPT FACULTY MEMBER specifying the reasons therefore. A copy of the written notice shall be sent to the local APSCUF President.

2. The RPT FACULTY MEMBER shall have the right to grieve only to the extent that the RPT FACULTY MEMBER asserts that the termination or suspension is discriminatory or arbitrary and capricious.

3. A RPT FACULTY MEMBER shall have the right to due process as set forth in the provisions of Article 42, INVESTIGATIONS OF COMPLAINTS AGAINST FACULTY MEMBERS.

L. RPT FACULTY MEMBERS shall have the opportunity to be integrated into the academic life and operations of the department to the extent possible. However, RPT FACULTY MEMBERS may not participate in faculty personnel matters except where specifically provided for in the collective bargaining agreement.

M. 1. RPT FACULTY MEMBERS shall be eligible for an increment upon the completion of each twenty-four (24) credit hour workload assignment or two (2) consecutive academic years, not including summer school. RPT FACULTY MEMBERS hired prior to July 1, 2007, will continue to receive increments based upon the schedule utilized at their university, if more frequent than provided in this provision.

2. The increment shall be effective in the semester following completion of the service set forth in M.1.

N. All RPT FACULTY MEMBERS who are tenured as of July 1, 2007 shall retain their tenure and all RPT FACULTY MEMBERS who are in tenure-track status as of July 1, 2007 shall remain eligible for tenure in accordance with the provisions of Article 15. In addition, any RPT FACULTY MEMBERS who would have been eligible for tenure based upon letters of appointment issued prior to July 1, 2007, shall be considered for tenure.

O. All local agreements regarding RPT FACULTY MEMBERS are null and void.

Article 45

TERM OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect to and including June 30, 2018. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other party in writing of their intent to renegotiate all or parts of this contract by such time as would permit the parties to comply with the collective bargaining schedule established in the Public Employee Relations Act.

B. Prior agreements and/or understandings that were established on or after July 1, 1989, shall expire at the end of the tenth year of the agreements and/or understandings, unless the agreements and/or understandings have been reviewed and reaffirmed at local meet and discuss, or negotiated in the case of summer school, promotion policies and procedures, and continuing education. Only the Chancellor/University President and the State/local APSCUF President have the authority to establish/reaffirm agreements and/or understandings. Before any local agreement or understanding becomes null and void, it will be referred to State Meet and Discuss for resolution. If not resolved at State Meet and Discuss, the agreement or understanding shall expire as described above. (This procedure does not apply to past practices and local/state agreements settling grievances.)

In Witness Whereof, the parties to this Agreement intending to be legally bound by its provisions have signed and executed this Agreement on December 20, 2016.

Union:

By _____
Kenneth M. Mash
President

_____
Stuart W. Davidson
Chief Negotiator

_____
Jamie S. Martin
Negotiations Team Chairperson

_____
Lisa M. Milhous
Negotiator

_____
Christopher P. Hallen
Negotiator

_____
Mary Rita Duvall
Negotiator

_____
Amy L. Rosenberger
Negotiator

Employer:

By _____
Cynthia D. Shapira
Chair
Board of Governors

_____
Frank T. Brogan
Chancellor
State System of Higher Education

_____
Gretchen K. Love
Chief Negotiator

_____
Lisa A. Sanno
Negotiator

_____
David L. Soltz
Negotiator

_____
Michael J. Hannan
Negotiator

_____
Roger V. Bruszewski
Negotiator

_____
Kathleen M. Howley
Negotiator

Lois M. Johnson
Negotiator

Brenda A. Mundell
Negotiator

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES
and
STATE SYSTEM OF HIGHER EDUCATION

SENIORITY POLICY

I. A uniform seniority reporting system to be applied at each university should be easy to understand and to administer and consistent with the Collective Bargaining Agreement.

II. A positive accrual system be used in reporting seniority. Specifically, each time a seniority list is prepared, additional seniority credit must be added to the previous listings.

III. Semesters of service be the smallest unit of seniority credit. A faculty member will accrue one unit of credit for each semester completed according to the terms of Item IV. Each faculty member will earn a maximum of two units of credit per year. Summer sessions will not count for additional seniority credit.

IV. The following method be used to determine whether a faculty member accrues seniority credit for a partial semester of service:

A. Completion of less than five full pay periods--no credit.

B. Completion of five or more full pay periods--1 credit.

V. The tie-breaker system is to be employed as follows:

A. For faculty with different original appointment dates but the same length of service, the individual with the earliest appointment date would have the most seniority and be ranked ahead of others with the same length of service.

B. All regular, full-time faculty members hired after May 31, 1984 will have a six (6) digit seniority number which will be the number used as the third tie-breaker when two faculty members have the same seniority credit and the same date of appointment. The seniority number will be derived as follows:

1. The first two (2) digits of any faculty member's seniority number will reflect the last two (2) digits of the calendar year of his/her initial date of appointment on the University's payroll.

2. The last four (4) digits of any faculty member's seniority number will be determined by a computer-generated random number. The lowest four (4) digit number will be the most senior faculty member appointed that year, and the highest four (4) digit number will be the least senior faculty member appointed for that year.

3. The computer will be programmed to reject any duplicate numbers and substitute a new random number.

4. The local APSCUF president will designate a member of the faculty and the University President shall designate a member of his/her administration to observe the computer-generation of the random numbers for the last four (4) digits of the faculty members' seniority numbers.

C. When it is necessary to insert a person into an existing department, an insertion drawing will be held.

VI. The format found in Appendix A be used for reporting seniority on each campus.

VII. Guidelines for preparing seniority lists are described in Appendix B.

VIII. The rules for determining seniority are described in Appendix C.

APPENDIX A

Millersville University
Seniority List
November 1, 1990

Name	Seniority Number	Academic Dept.	Appointment Date University	Appointment Date Dept.	Seniority Credit	Notes
A. Jones		English	8/24/70	8/24/70	40	
B. Smith		English	8/22/72	8/17/75	34	a
M. Clark	84-3268	English	8/18/84	8/18/84	12	
D. Allan	90-1527	English	8/11/90	8/11/90	0	
P. Taylor	90-7214	English	8/11/90	8/11/90	0	
J. Black		History	6/24/67	6/24/67	46	
P. Williams		History	8/27/67	8/27/67	46	
T. Davis		History	8/24/70	8/24/70	38	b
H. Duncan	85-1234	History	8/17/85	8/17/85	10	c
C. Dunlap	87-4217	History	8/15/87	8/15/87	6	
J. Adams	89-5700	History	1/12/89	1/12/89	3	
M. Wilson	90-3113	History	8/11/90	8/11/90	0	

Legend--Notes

a--Leave Without Pay--1973-74 academic year
b--Educational Leave Without Pay--1978-79 academic year
c--Educational Leave Without Pay--Spring 1987 (1 credit granted)

APPENDIX B

Guidelines for Preparing Seniority Lists

I. Retroactive Applications

A. The most recent date of appointment presently listed in the campus seniority list for each faculty member will remain unless it has been formally contested prior to January 1, 1983.

Explanation: Adoption of this Guideline will settle finally this date for all faculty currently employed.

B. All seniority credit for full-time temporary and regular service accrued from the most recent date of appointment prior to the 1971 fall semester shall count. (Note: Educational leaves without pay granted prior to August 1, 1970, shall accrue seniority credit.)

Explanation: Adoption of this Guideline will cut through the tangle of temporary and regular service appointments made prior to the implementation of the Collective Bargaining Agreement (CBA).

C. Beginning with the 1971 fall semester, only regular, full-time service from the most recent date of appointment will count for accrual of full-time seniority credit.

Explanation: This Guideline is based on terms of the CBA which went into effect in the 1971 fall semester and does not conflict with the provisions for tenure found in Article 15, Section B. of the CBA.

D. Any local APSCUF/Management agreement made prior to July 1, 1981, recognizing departmental seniority as opposed to college/university-wide seniority for retrenchment purposes shall be recognized when verified by appropriate documentation. Beginning July 1, 1981, the provisions of the applicable CBA shall apply.

Explanation: This Guideline resolves the problem created by such good-faith agreements even though they may have modified the terms of the CBA prior to July 1, 1981. It recognizes the good-faith in these arrangements and avoids the trauma and hardship that would result from reversing these actions.

E. Any local APSCUF/Management agreement made prior to September 1, 1983, granting a full-time, regular faculty member a partial leave of absence without pay to minimize retrenchment of faculty at the college/university will not result in a reduction in the seniority credit for the faculty member taking the leave. These agreements must be verified by appropriate documentation. Effective September 1, 1983, the provisions of the CBA shall apply.

Explanation: This Guideline protects faculty who took such leaves to help colleagues from the loss of seniority credit and the possible penalty that might result from this reduction in service credit.

II. Prospective Application

Effective with the 1983-84 academic year, the original date of appointment and the accrual of seniority credit will begin with the first day on the payroll in regular, full-time status during the academic year.

Explanation: This Guideline establishes a uniform starting date for all future faculty throughout the State System of Higher Education.

APPENDIX C

Rules for Determining Seniority

A. Leave Without Pay

1. Seniority normally does not accrue during a period of leave without pay (LWOP), except as specifically provided in this Policy.

2. A regular, full-time faculty member who has taken a partial LWOP prior to fall 1985 shall receive pro-rated seniority credit, if the faculty member was in regular full-time status prior to the leave and completed five or more pay periods during the semester. The pro-rated seniority credit for that semester will be equated to the proportion of the normal workload which the faculty member worked. For example, a faculty member who worked a one-half (1/2) workload and took a one-half (1/2) LWOP would earn one-half (1/2) credit for that semester.

3. Beginning in the fall of 1985, a full seniority credit will be granted for up to eight (8) semesters for any semester that a regular, full-time faculty member is on a full or partial LWOP granted by the President of his/her University.

4. After a regular, full-time faculty member uses his/her allotment of eight (8) seniority credits for eight (8) different semesters of full or partial LWOP as described above, the faculty member will receive a partial seniority credit for any subsequent semester he/she is on a partial LWOP granted by the President of his/her University. Such partial seniority credit shall be calculated pursuant to paragraph 2 of this Section.

5. Beginning in the fall of 1993, any faculty member employed at any State System of Higher Education University, who accepts a leave without pay from his/her institution and then accepts employment as a manager at any of the universities in the State System of Higher Education or the Office of the Chancellor, will accrue one-half (1/2) seniority credit per semester during the time period as a manager.

B. Educational Leave Without Pay--Seniority does accrue for ELWOP granted prior to August 1, 1970 and subsequent to fall 1985 pursuant to Section A above.

C. Military Leave--Seniority does accrue during periods of military leave.

Exception: Faculty members who are/have been separated from military service by "discharge under other than honorable condition," "bad conduct discharge" or "dishonorable discharge" shall not be entitled to seniority credit for such military service.

D. Suspension--Seniority does not accrue for suspensions.

E. Part-time Service--Seniority does not accrue for part-time service.

F. Work-Related Disability Leave--Seniority does accrue during periods of approved work-related disability leave.

G. Sabbatical Leave--Seniority does accrue as if the faculty member is in regular full-time daily attendance.

H. Child Rearing Leave--Seniority does not accrue during periods of child rearing leave, except as provided in Section A above.

I. Leave Due to Pregnancy--Seniority does accrue for a faculty member during the period she is unable to work and uses accrued sick leave for medical reasons as certified by a physician.

J. Parental Leave Without Pay--Seniority does not accrue during periods of parental leave without pay, except as provided in Section A above.

K. APSCUF Service--Seniority does not accrue for service as an elected or appointed official or representatives of APSCUF.

Exception: Seniority does accrue for service as State President of APSCUF.

L. Managers Returning to Former Departments

1. Seniority does accrue for all prior time spent in the bargaining unit for a manager who returns to the bargaining unit within three (3) years of his/her appointment to a management position.

2. Seniority does not accrue for the time spent as a manager.

3. A faculty member who has served three (3) or more years as a manager shall begin his/her service in the bargaining unit with no seniority credit. This manager will also receive a date of appointment corresponding to his/her first day on the payroll as a faculty member subsequent to his/her service as a manager and will also receive an appropriate seniority number for that year.

4. Seniority does accrue for service as an acting manager.

M. Resignation--Seniority terminates upon resignation.

N. Retirement--Seniority terminates upon retirement.

O. Discharge--Seniority terminates upon discharge.

P. Inter-University Transfer--Tenured Faculty Members--A faculty member shall receive seniority (length of service) credit at the receiving University of three (3) years or, where the President and the receiving department agree, additional seniority (length of service) credit may be granted up to the full amount accrued at the former University.

Q. Inter-University Transfer--Non-Tenured Faculty Members--A probationary non-tenured faculty member shall receive no seniority (length of service) credit unless the President and the receiving department agree, in which case seniority credit may be granted up to the full amount accrued at the former University.

APPENDIX D

Footnote

If a faculty member did not accrue a seniority credit for any semester since that faculty member's date of appointment, that faculty member will receive a footnote which will:

1. Indicate the reason for non-accrual of the service credit(s); and

2. List the semester(s) and academic year(s) in question.

APPENDIX E

DISABILITY RETIREMENT DETERMINATION
PROCEDURE FOR ALTERNATIVE RETIREMENT PLAN
(SEE ARTICLE 20.C) PARTICIPANTS

This procedure is adopted to implement the disability retirement determination standard created by Article 17, Section E.3.b., and Article 21, Section A.10.f.(2) of the Collective Bargaining Agreement.

1. To determine if an Alternative Retirement Plan participant qualifies for the benefits granted under the above-referenced Articles, all relevant evidence shall be submitted to a physician selected by mutual agreement of the parties. The physician's determination shall be based on the standards utilized by the State Employees' Retirement System (SERS) in determining eligibility for disability retirement. The physician's determination shall be issued to the employee, the State System, and State APSCUF.

2. In the event an employee is dissatisfied with the physician's determination under paragraph 1 above, the employee or APSCUF may appeal that determination to final and binding arbitration to be conducted before and decided by one of the arbitrators selected by mutual agreement of the parties under this procedure and not by an arbitrator selected under Article 5. The arbitrator shall apply the standards used by the SERS in determining eligibility for disability retirement.

3. The physician and arbitrators chosen at the time of making this Agreement have been chosen because of their experience in making determinations under SERS standards. Should it be necessary to select additional physicians or arbitrators during the term of this contract, the parties agree that they shall attempt to select people with similar qualifications.

4. The arbitrator's fees and expenses shall be shared equally by APSCUF/FACULTY MEMBER and the STATE SYSTEM/UNIVERSITIES, but each party shall bear its own cost of preparing and presenting its case to the arbitrator.

5. Disputes arising under this side letter shall be not be subject to the Grievance and Arbitration provisions of Article 5 of the collective bargaining agreement.

APPENDIX F

2016 SUMMER PAY SCHEDULE
(BASED ON PAY SCHEDULE A)

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	PER WORKLOAD HOUR	$1,068.14	$1,236.50	$1,431.41	$1,739.89
2	PER WORKLOAD HOUR	$1,121.54	$1,298.33	$1,502.98	$1,826.88
3	PER WORKLOAD HOUR	$1,177.62	$1,363.24	$1,578.13	$1,918.23
4	PER WORKLOAD HOUR	$1,236.50	$1,431.41	$1,657.03	$2,014.14
5	PER WORKLOAD HOUR	$1,298.33	$1,502.98	$1,739.89	$2,114.85
6	PER WORKLOAD HOUR	$1,330.78	$1,540.55	$1,783.38	$2,167.72
7	PER WORKLOAD HOUR	$1,363.24	$1,578.13	$1,826.88	$2,220.59
8	PER WORKLOAD HOUR	$1,397.32	$1,617.58	$1,872.55	$2,276.10
9	PER WORKLOAD HOUR	$1,431.41	$1,657.03	$1,918.23	$2,331.62
10	PER WORKLOAD HOUR	$1,467.19	$1,698.46	$1,966.18	$2,389.91
11	PER WORKLOAD HOUR	$1,502.98	$1,739.89	$2,014.14	$2,448.20
12	PER WORKLOAD HOUR	$1,540.55	$1,783.38	$2,064.49	$2,509.41
13	PER WORKLOAD HOUR	$1,579.06	$1,827.97	$2,116.10	$2,572.14

APPENDIX G

2017 SUMMER PAY SCHEDULE
(BASED ON PAY SCHEDULE B)

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	PER WORKLOAD HOUR	$1,097.51	$1,270.51	$1,470.77	$1,787.73
2	PER WORKLOAD HOUR	$1,152.38	$1,334.03	$1,544.31	$1,877.12
3	PER WORKLOAD HOUR	$1,210.01	$1,400.73	$1,621.53	$1,970.98
4	PER WORKLOAD HOUR	$1,270.51	$1,470.77	$1,702.60	$2,069.53
5	PER WORKLOAD HOUR	$1,334.03	$1,544.31	$1,787.73	$2,173.01
6	PER WORKLOAD HOUR	$1,367.38	$1,582.91	$1,832.42	$2,227.33
7	PER WORKLOAD HOUR	$1,400.73	$1,621.53	$1,877.12	$2,281.66
8	PER WORKLOAD HOUR	$1,435.75	$1,662.07	$1,924.05	$2,338.69
9	PER WORKLOAD HOUR	$1,470.77	$1,702.60	$1,970.98	$2,395.74
10	PER WORKLOAD HOUR	$1,507.54	$1,745.16	$2,020.25	$2,455.64
11	PER WORKLOAD HOUR	$1,544.31	$1,787.73	$2,069.53	$2,515.53
12	PER WORKLOAD HOUR	$1,582.91	$1,832.42	$2,121.26	$2,578.42
13	PER WORKLOAD HOUR	$1,622.49	$1,878.23	$2,174.30	$2,642.88

APPENDIX H

2018 SUMMER PAY SCHEDULE
(BASED ON PAY SCHEDULE C)

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	PER WORKLOAD HOUR	$1,119.46	$1,295.92	$1,500.19	$1,823.49
2	PER WORKLOAD HOUR	$1,175.43	$1,360.71	$1,575.19	$1,914.66
3	PER WORKLOAD HOUR	$1,234.21	$1,428.75	$1,653.96	$2,010.40
4	PER WORKLOAD HOUR	$1,295.92	$1,500.19	$1,736.65	$2,110.92
5	PER WORKLOAD HOUR	$1,360.71	$1,575.19	$1,823.49	$2,216.47
6	PER WORKLOAD HOUR	$1,394.73	$1,614.57	$1,869.07	$2,271.87
7	PER WORKLOAD HOUR	$1,428.75	$1,653.96	$1,914.66	$2,327.29
8	PER WORKLOAD HOUR	$1,464.47	$1,695.31	$1,962.53	$2,385.47
9	PER WORKLOAD HOUR	$1,500.19	$1,736.65	$2,010.40	$2,443.65
10	PER WORKLOAD HOUR	$1,537.69	$1,780.07	$2,060.66	$2,504.75
11	PER WORKLOAD HOUR	$1,575.19	$1,823.49	$2,110.92	$2,565.84
12	PER WORKLOAD HOUR	$1,614.57	$1,869.07	$2,163.69	$2,629.98
13	PER WORKLOAD HOUR	$1,654.94	$1,915.80	$2,217.78	$2,695.73

APPENDIX I

2015-2016 OVERLOAD PAY SCHEDULE
(BASED ON PAY SCHEDULE A)

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	PER WORKLOAD HOUR	$1,320.60	$1,528.77	$1,769.74	$2,151.13
2	PER WORKLOAD HOUR	$1,386.63	$1,605.21	$1,858.22	$2,258.69
3	PER WORKLOAD HOUR	$1,455.97	$1,685.46	$1,951.14	$2,371.63
4	PER WORKLOAD HOUR	$1,528.77	$1,769.74	$2,048.69	$2,490.21
5	PER WORKLOAD HOUR	$1,605.21	$1,858.22	$2,151.13	$2,614.72
6	PER WORKLOAD HOUR	$1,645.33	$1,904.68	$2,204.91	$2,680.08
7	PER WORKLOAD HOUR	$1,685.46	$1,951.14	$2,258.69	$2,745.46
8	PER WORKLOAD HOUR	$1,727.60	$1,999.92	$2,315.16	$2,814.09
9	PER WORKLOAD HOUR	$1,769.74	$2,048.69	$2,371.63	$2,882.73
10	PER WORKLOAD HOUR	$1,813.98	$2,099.91	$2,430.91	$2,954.80
11	PER WORKLOAD HOUR	$1,858.22	$2,151.13	$2,490.21	$3,026.87
12	PER WORKLOAD HOUR	$1,904.68	$2,204.91	$2,552.46	$3,102.54
13	PER WORKLOAD HOUR	$1,952.29	$2,260.03	$2,616.27	$3,180.10

APPENDIX J

2016-2017 OVERLOAD PAY SCHEDULE
(BASED ON PAY SCHEDULE B)

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	PER WORKLOAD HOUR	$1,356.92	$1,570.81	$1,818.41	$2,210.29
2	PER WORKLOAD HOUR	$1,424.77	$1,649.35	$1,909.32	$2,320.80
3	PER WORKLOAD HOUR	$1,496.01	$1,731.81	$2,004.79	$2,436.85
4	PER WORKLOAD HOUR	$1,570.81	$1,818.41	$2,105.03	$2,558.69
5	PER WORKLOAD HOUR	$1,649.35	$1,909.32	$2,210.29	$2,686.62
6	PER WORKLOAD HOUR	$1,690.58	$1,957.06	$2,265.54	$2,753.79
7	PER WORKLOAD HOUR	$1,731.81	$2,004.79	$2,320.80	$2,820.96
8	PER WORKLOAD HOUR	$1,775.11	$2,054.92	$2,378.82	$2,891.48
9	PER WORKLOAD HOUR	$1,818.41	$2,105.03	$2,436.85	$2,962.01
10	PER WORKLOAD HOUR	$1,863.87	$2,157.66	$2,497.76	$3,036.06
11	PER WORKLOAD HOUR	$1,909.32	$2,210.29	$2,558.69	$3,110.11
12	PER WORKLOAD HOUR	$1,957.06	$2,265.54	$2,622.65	$3,187.86
13	PER WORKLOAD HOUR	$2,005.98	$2,322.18	$2,688.22	$3,267.56

APPENDIX K

2017-2018 OVERLOAD PAY SCHEDULE
(BASED ON PAY SCHEDULE C)

PAY STEP		PAY RANGE Q01	PAY RANGE Q02	PAY RANGE Q03	PAY RANGE Q04
1	PER WORKLOAD HOUR	$1,384.06	$1,602.23	$1,854.77	$2,254.49
2	PER WORKLOAD HOUR	$1,453.26	$1,682.34	$1,947.51	$2,367.22
3	PER WORKLOAD HOUR	$1,525.93	$1,766.45	$2,044.89	$2,485.58
4	PER WORKLOAD HOUR	$1,602.23	$1,854.77	$2,147.13	$2,609.86
5	PER WORKLOAD HOUR	$1,682.34	$1,947.51	$2,254.49	$2,740.36
6	PER WORKLOAD HOUR	$1,724.39	$1,996.20	$2,310.85	$2,808.86
7	PER WORKLOAD HOUR	$1,766.45	$2,044.89	$2,367.22	$2,877.38
8	PER WORKLOAD HOUR	$1,810.61	$2,096.02	$2,426.40	$2,949.31
9	PER WORKLOAD HOUR	$1,854.77	$2,147.13	$2,485.58	$3,021.25
10	PER WORKLOAD HOUR	$1,901.15	$2,200.81	$2,547.72	$3,096.78
11	PER WORKLOAD HOUR	$1,947.51	$2,254.49	$2,609.86	$3,172.31
12	PER WORKLOAD HOUR	$1,996.20	$2,310.85	$2,675.11	$3,251.62
13	PER WORKLOAD HOUR	$2,046.10	$2,368.62	$2,741.98	$3,332.91

APPENDIX L

BLUE SHIELD INDEMNITY PLAN

The current indemnity plan benefit structure is as defined below and shall not be modified except through the process set forth in Article 21, Section B.2 of the Collective Bargaining Agreement.

1. The deductible under the current indemnity plan for active employees shall be $750 per person per calendar year, or an aggregate of $2,250 per family per calendar year. After satisfying the deductible, there shall be an annual 20% coinsurance out-of-pocket maximum limit of $750 per person, or $2,250 per family (aggregate).

2. Major medical out-of-state claims will be processed up to twice the rate of in-state major medical reimbursement.

3. Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD) claims will be processed as mental health claims when provided and billed by a psychiatric provider.

4. Outpatient spinal manipulation visits will be limited to thirty (30) each per calendar year.

5. Outpatient physical therapy visits will be unlimited.

6. There is no lifetime maximum.

7. The indemnity plan shall include a pre-certification provision, which shall consist of the following conditions:

   a. Emergency care is excluded from the provision;

   b. The quality of medical care shall not be adversely affected;

   c. Notification burdens for pre-certification shall not fall on the FACULTY MEMBER;

   d. Appeals for denied medical coverage or any breakdown in procedures must be handled or corrected in an objective and timely fashion without harm to the FACULTY MEMBER.

APPENDIX M

HEALTH CARE MANAGEMENT PROGRAM (WELLNESS PROGRAM)

The following elements shall be included in a health care management program (wellness program).

1. PASSHE shall continue to make a wellness program available in accordance with Article 21, Section A.3.c of the Collective Bargaining Agreement.

2. There shall be no pre-existing condition exclusion for participation in the wellness program.

3. The wellness program shall be made available to active faculty members and covered spouses/domestic partners in the PPO.

4. New faculty members enrolled in the PPO plan and hired (not date of acceptance of contract) less than 30 days prior to the cut off date(s) for completion of the healthcare management program requirements will automatically contribute at the participant level as set forth in Article 21, Section A.3. a, and Section A.5.a. The faculty member and covered spouse/domestic partner must complete the health care management program requirements by the next cut off date in order to continue to contribute at the participant level for the next fiscal year.

   Faculty and covered spouses/domestic partners who elect not to complete the health care management program requirements will be eligible to contribute at the participant level as set forth in Article 21, Section A.3.a, and Section A.5.a in subsequent fiscal years provided that they complete the requirements by the completion cut off date.

5. Personal health information provided through the wellness program shall be protected by the Health Insurance Portability and Accountability Act (HIPAA).

APPENDIX 1 - PPO Blue Benefit Summary

PPO Blue-100%/80%;$400 Network Deductible;
$20/$45 OV Copay; $200 ER Copay

The chart below reflects what the plan pays for specific services. A member may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if the office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period) Individual Family	 $400 $800	 $800 $1,600
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period) Individual Family	 Not Applicable	 $3,200 $6,400
Total Maximum Out-of-Pocket (includes deductible, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period. Individual Family	 $7,150 $14,300	 None None
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits (7)	100% after $25 copayment	80% after deductible
Primary Care Provider Office Visits & Virtual Visits (7)	100% after $20 copayment	80% after deductible
Specialist Office Visits & Virtual Visits (8)	100% after $45 copayment	80% after deductible
Virtual Visit Originating Site Fee (8)	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after $50 copayment	80% after deductible
Preventive Care(4)		
Routine Adult Physical exams	 100% no deductible	 80% after deductible
Adult immunizations	100% no deductible	80% after deductible
Colorectal cancer screening	100% no deductible	80% after deductible
Routine gynecological exams, including a Pap Test	100% no deductible	80% no deductible
Mammograms, annual routine and medically necessary	100% no deductible	80% after deductible
Diagnostic services and procedures	100% no deductible	80% after deductible
Routine PSA Screening	100% no deductible	80% after deductible
Routine Pediatric Physical exams	 100% no deductible	 80% after deductible
Pediatric immunizations	100% no deductible	80% no deductible
Diagnostic services and procedures	100% no deductible	80% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services)	100% after deductible	80% after deductible
Medical Care (except office visits) Includes Inpatient Visits and Consultations	100% after deductible	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures. Excludes Neonatal Circumcision	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services	100% after $200 copayment (waived if admitted)	
Ambulance (emergency)	100% no deductible	

Ambulance (non-emergency)	100% after deductible	80% after deductible
Benefit	**Network**	**Out-of-Network**
Mental Health/Substance Abuse		
Inpatient Mental Health	100% after deductible	80% after deductible
Inpatient Detoxification/Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health includes Virtual Behavioral Health Visits	100% after $45 copayment	80% after deductible
Outpatient Substance Abuse includes Virtual Behavioral Health Visits	100% after $45 copayment	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine Outpatient	100% after $45 copayment	80% after deductible
	unlimited	
Respiratory Therapy	100% after deductible	80% after deductible
Spinal Manipulations	100% after $45 copayment	80% after deductible
	30 visits/benefit period	
Speech & Occupational Therapy Outpatient	100% after $45 copayment	80% after deductible
	30 visits per therapy/benefit period	
Other Therapy Services - Cardiac Rehabilitation, Chemotherapy, Radiation Therapy, Dialysis and Infusion Therapy	100% after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for ASD (3)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Elective Abortion	Not Covered (except in cases of rape, incest, or to avert death of the mother)	
Home Health Care (Excludes Respite Care)	100% after deductible	80% after deductible
	60 visits/benefit period	
Hospice (Includes Respite Care)	100% after deductible	80% after deductible
	180 days/benefit period	
Infertility Counseling, Testing and Treatment(5)	100% after deductible	80% after deductible
Oral Surgery	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	100 days/benefit period	
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements(6)	Yes	

(1) The group's benefit period is based on a Calendar Year
(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government, TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expenses. Effective with plan years beginning on or after January 1, 2017 the TMOOP cannot exceed $7,150 for individual and $14,300 for two or more persons.
(3) Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
(4) Services are limited to those listed on the Highmark Preventive Schedule and Women's Health Preventive Schedule. Gender, age and frequency limits may apply.
(5) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
(6) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If not, you are responsible for contacting MM&P. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
(7) Virtual Retail & Behavioral Health Virtual Visits – the purpose of this benefit is to allow a member to have a virtual visit through the use of secure telecommunications technology. The secure telecommunications technology must provide both audio and video streams. Virtual visits can be conducted for initial, follow-up, or maintenance care. The member's responsibility is the copayment that would normally apply for an in-person primary care, retail or behavioral visit.
(8) Virtual Specialist Office Visit – the purpose of this benefit is to allow a member to have a virtual follow-up visit with a specialist that may be located a significant distance away. The member's responsibility is the copayment that would normally apply for an in-person specialist visit and a fee from the "originating site". The PCP's office or clinic that provides access to the video conferencing equipment may also charge a fee. The originating fee will be applied to the deductible and/or coinsurance as determined by the member's specific benefit plan design.