



Board of Governors Meeting

Wednesday, December 11, 2019

8:30 a.m.

Dixon University Center
Administration Building, Conference Room A
2986 North Second Street
Harrisburg, PA 17110-1201

Agenda

- Call to order and roll call
- Public Comment
- Item #1: ACTION: Ratification of APSCUF and SCUPA Collective Bargaining Agreements (Page 2)
- New Business
- Adjourn

Note: An executive session may be called at the Chair's discretion.

Board of Governors' Meeting

December 11, 2019

SUBJECT: Ratification of APSCUF and SCUPA Collective Bargaining Agreements **(ACTION)**

UNIVERSITIES AFFECTED: All

BACKGROUND: Two unions have recently ratified their respective collective bargaining agreements with the State System. Those unions are the Association of Pennsylvania State College and University Faculties (APSCUF) and the State College and University Professional Association (SCUPA). Implementation of those agreements is dependent upon the Board of Governors approving each collective bargaining agreement. The terms of the APSCUF and SCUPA collective bargaining agreements were achieved through individual negotiations between the State System and the unions.

MOTION: That the Board of Governors ratify:

- (1) the Collective Bargaining Agreement with the Association of Pennsylvania State College and University Faculties;
- (2) the Collective Bargaining Agreement with the State College and University Professional Association; and

authorize the Chancellor and the Chairwoman of the Board of Governors to execute the appropriate documents.

Supporting Documents Included: (1) APSCUF Tentative Agreement Summary; (2) SCUPA Tentative Agreement Summary;

Other Supporting Documents Available: N/A

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Summary of the Major Provisions of the Tentative Faculty Collective Bargaining Agreement Between Pennsylvania's State System of Higher Education and the Association of Pennsylvania State College and University Faculties (APSCUF) July 1, 2019 to June 30, 2023

Term

The agreement will be effective July 1, 2019 and expire June 30, 2023.

Purpose Article

Updated to include that the parties will work cooperatively to promote student success, leverage the strengths of the individual universities, and support shared governance structures while respecting academic freedom.

Salary Increases

Fiscal Year 2019-2020

No general pay increase¹ or step increase.²

Fiscal Year 2020-2021

Step increase effective the first pay of the fall 2020 semester. Faculty at the top of the pay scale will receive a one-time cash payment of 2.5%.

Fiscal Year 2021-2022

2.0% general pay increase effective at the start of the fall 2021 semester.

Step Increase effective in the spring 2022 semester. Faculty at the top of the pay scale will receive a one-time cash payment of 2.5%.

Fiscal Year 2022-2023

2.5% general pay increase effective at the start of the fall 2022 semester.

Step Increase effective in the spring 2023 semester. Faculty at the top of the pay scale will receive a one-time cash payment of 2.5%.

Health Care Benefits

Specialist office visit co-pay fees for faculty reduced from \$45 to \$30.

¹ A general pay increase represents a percentage change applied to the entire salary schedule.

² A step increase is movement one-step up on the 13-step salary schedule. Moving up from Steps 1 through 4 will be a 5% increase. Moving up from Steps 5 through 12 will be a 2.5% increase.

Distance Education

- Revised preamble to state that the purpose of distance education is to increase access to quality curriculum offerings and educational experiences at the State System.
- Incorporated a multi-modal delivery method of instruction – allows students to participate in a given class using multiple delivery modalities throughout the semester, provided that the course has been approved for each of the modalities.
- The University and local APSCUF shall establish procedures for faculty input into the design of distance education training and the periodic assessment of training effectiveness.

Compensation per Student

Fiscal Year 2019-2020

No Change (currently \$25 per student)

Fiscal Year 2020-2021

\$20 per student

Fiscal Year 2021-2022

\$15 per student

Fiscal Year 2022-2023

\$15 per student

Professional Development

The following is provided to the Professional Development Council:

Fiscal Year 2019-2020

\$0

Fiscal Year 2020-2021

\$300,000

Fiscal Year 2021-2022

\$300,000

Fiscal Year 2022-2023

\$300,000

Leaves of Absence

- Combine parental and family care leaves into one entitlement providing for 12 weeks of FMLA leave with the possibility of an extension of up to 9 months of leave without pay (provided the professional employee has completed one year of service and 1,250 actual hours worked during the previous year).
- Faculty with less than one year of service are eligible for up to 13 weeks of leave without pay for qualifying absences of at least 2 consecutive weeks.
- Ten days of sick leave can be used for paid parental leave.

Inter-University Transfers

- Revised Article 34 to allow for either faculty-initiated or management-initiated transfers to other State System universities.
- For faculty-initiated transfers, faculty across the System will be able to view regular faculty postings from other universities in one location.

Performance Review and Evaluation of Faculty

- Revised Article 12 to include clarity regarding expectations of faculty.
- Expanded items that may be included under scholarly growth and service.
- Temporary faculty are only evaluated once per academic year if hired for more than one semester.
- Beginning in the fall 2020 semester, first year probationary faculty will receive a formative evaluation from the department chair and department committee unless either recommending body believes that a more formal evaluation should be conducted.
- Beginning in the fall 2020 semester, the redundant 5th year review is eliminated. The 5th year of probation is a tenure review.
- Management and local APSCUF will make every effort to maximize student response rates for student evaluations in consultation with the appropriate student government body.

Department Chairperson

When considering if a President/designee will appoint an assistant department chair, the following are among the factors to be considered:

- Number of faculty in the department
- Number of majors served in the department
- Number of disciplines within the department
- Number of students served in the department
- Any programmatic or accreditation responsibilities

Tenure

- Modification to Article 15 to require, effective with the 2020-2021 academic year, department committee and department chair tenure recommendations to be sent to the Dean. The Dean will provide their tenure recommendation to the university-wide tenure committee.
- Newly appointed Associate Provosts and Associate Deans promoted from the faculty may be granted tenure by the President.

Retrenchment

- Retrenched faculty that are preferentially hired may be hired no more than 4 steps below their current rank and step, with a floor of step 4 if they were at or above Step 4 at the time of retrenchment. Preferentially hired faculty with a current salary below Step 4 at the time of retrenchment, will be preferentially hired at their current step.
- The parties agree that Universities may engage in discussions and share information locally prior to issuing the official notice of the possibility of retrenchment. The parties also agree that retrenchment due to changes in finances may have implications for program curtailment and elimination of courses.

Side Letters

- Side Letter on Interdepartmental Transfers—President may override departmental vote, if necessary, and move a faculty member for an academic year if they are in Plan 2 or Plan 3 of the Financial Sustainability Procedure and Standard 2019-40.
- Side Letter on Concurrent Enrollment—Any university may institute a concurrent enrollment pilot program during the life of the collective bargaining agreement (CBA)

using the forthcoming Procedure and Standard on pilots. This may include high school faculty offering courses within a certain framework. All pilots will need to be approved by local and state meet and discuss.

- Side Letter for Pilot Programs—A joint committee to review pilots that are proposed from System Redesign teams that may have a CBA impact.
 - Holistic Advising
 - Mental Health and Wellness Team
 - Online Pathways
- Side Letter for Licensed Counselors—Licensed Counselors scheduled workload will be standardized effective in the spring 2020 semester. The side letter also includes that the parties will engage in joint system-wide meetings of counselors and administration to review best practices regarding mental health needs of students.
- Side letter on Graduate Programs—A joint committee will review the role of graduate education in meeting the needs of State System students and providing opportunities for the Commonwealth. The committee will also review any impact on faculty compensation and workload.
- Side letter on Student Evaluations—A joint committee to review and make recommendations regarding eliminating or minimizing bias in student evaluations.
- Side letter on Tenure and Promotion—A joint committee to review existing tenure and promotion policies and make recommendations regarding a systemwide tenure and promotion policy.
- Side letter on Continuing Education—A joint committee to review non-degree and non-credit bearing courses offered through continuing education by third party providers.
- Side letter on Class Size—A joint committee to review class size with a focus on larger classroom instruction regarding the impact on quality, student persistence, best practices, approaches, and instructional methods.
- Side letter for Athletic Trainers—A joint committee to review athletic trainer workload and make recommendations regarding a standard workload calculation.
- Side letter on Professional Development—A joint committee to review and provide updates to the faculty professional development guidelines and procedures.

SCUPA

Summary of Major Provisions of the Tentative Professional Employees Collective Bargaining Agreement Between Pennsylvania’s State System of Higher Education and State College and University Professional Association/PSEA (SCUPA) July 1, 2019 – June 30, 2023

Article 5 SCUPA Business

Allow SCUPA to utilize Employer provided email to conduct SCUPA business and allow agreement to be reached between a university and the Local SCUPA President on the use of other electronic communication platforms for SCUPA business.

Article 6 Maintenance of Membership

Notify SCUPA when an employee enters or leaves the bargaining unit.

Article 9 Workload

Modify current compensatory time language to create a compensatory time year that begins in the first full pay period in August of one year through the last pay period that begins in July of the following year. Compensatory time earned but not scheduled during this period would be paid in the next pay period in August.

This change retains the advantage of allowing compensatory time earned during the busy academic year to be scheduled throughout the summer so the amount paid out is minimized, while eliminating cumbersome manual processing necessitated by the current CBA process.

Article 10 Salaries and Wages

November 1, 2020	3.0% General Pay Increase ³
Start of Spring Semester 2022	1.5% General Pay Increase + Step Increment ⁴
Start of Spring Semester 2023	Step Increment
April 1, 2023	2.0% General Pay Increase

Professional employees at the top of the salary schedule receive a cash payment of 2.5% in lieu of the step increment.

Article 19 Sick Leave and Bereavement Leave

Add foster-child to the list of relatives for which an employee can take 5 days of sick bereavement leave.

³ A General Pay Increase (GPI) represents a percentage change applied to the entire salary schedule.

⁴ A Step Increment is movement one step up on the 16-Step salary schedule. A step for this unit has an average equivalent of 2.5%

Article 21 Parental Leave, Article 25 Leaves of Absence Without Pay, and Article 26 Family Care Leave

Combine leaves into one entitlement providing for 12 weeks of FMLA leave with the possibility of an extension of up to 9 months of leave without pay (provided the professional employee has completed one year of service and 1250 actual hours worked during the previous year).

Professional employees with less than one year of service are eligible for up to 13 weeks of leave without pay for qualifying absences of at least 2 consecutive weeks.

This change aligns the administration of these leave provisions with a March 14, 2019 U.S. Department of Labor opinion letter regarding the FMLA and creates consistency in leave administration and entitlements with other bargaining units.

Article 28 Health Benefits

PEBTF benefits as negotiated by the Commonwealth.

Biweekly Employer Contribution:

July 2019 \$486 (no change from current rate)

July 2020 \$502

July 2021 \$519

July 2022 \$536

Employee contribution rate remains at 5.0% (2.5% for those securing *Get Healthy* waiver) of the employee's biweekly salary.

Article 37 Fair Practices

Add sexual orientation to the list of discrimination protected classes.