Pennsylvania State System of Higher Education
Board of Governors and Association of
Pennsylvania State College and University Faculties (1987)

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**Location**
Harrisburg, PA

**Effective Date**
7-1-1987

**Expiration Date**
6-30-1990

**Number of Workers**
4600

**Employer**
Board of Governors of the State System of Higher Education

**Union**
Association of Pennsylvania State College and University Faculties

**NAICS**
61

**Sector**
State government

**Item ID**
6178-008b184f011_07

**Keywords**
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**Comments**
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AGREEMENT

BETWEEN

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES (APSCUF)

AND

STATE SYSTEM OF HIGHER EDUCATION (SSHE)

July 1, 1987 to June 30, 1990
ARTICLE XXXIX TERM OF AGREEMENT ON REOPENED ARTICLES AND EXTENSION AGREEMENT

The parties agree that the collective bargaining agreement in effect from July 1, 1985, to June 30, 1987, is hereby extended in full force and effect until June 30, 1990, except as modified by the attached revised articles and policies, which are hereby incorporated into the collective bargaining agreement with the effective date of July 1, 1987.

In witness whereof, the parties to this Agreement on Reopened Articles and Extension Agreement intending to be legally bound by its provisions have signed and executed this Agreement on October 20, 1987.

Union:

By

James H. Tinsman
President, APSCUF

Robert E. Swinsick
Chief Negotiator

Barrett W. Benson
Negotiator

M. Kate Brennan
Negotiator

Joseph J. Costa
Negotiator

Donald F. Mayer, Jr.
Negotiator

Michael Montemuro
Negotiator

Roger S. Whitcomb
Negotiator

Employer:

By

F. Eugene Dixon, Jr.
Chairman
Board of Governors

James H. McCormick
Chancellor

Edward P. Kelley, Jr.
Chief Negotiator

Stanley F. Carr
Negotiator

Frank T. Como
Negotiator

Joseph W. Hunt
Negotiator

William H. Schweitzer
Negotiator
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Article VII

PERFORMANCE OF BARGAINING UNIT WORK

A. Preamble

No bargaining unit work may be assigned to any other 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. Members of the ADMINISTRATIVE FACULTY shall have the right to return to full-time teaching positions within departments in which they have formerly taught subject to the approval of the President and the department.

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 department has been obtained prior to the appointment. An ADMINISTRATIVE FACULTY MEMBER placed in such a position shall receive all UNIVERSITY-wide seniority credit. Actions taken under this subsection shall not be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, provided the department's approval has been obtained.

C. Graduate Assistants

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

D. Teaching Associates

Teaching Associates may be appointed at UNIVERSITIES with doctoral program(s) pursuant to the provisions set forth below:

1. The total number of teaching associates appointed to any department and the total number of credit hours to be taught by those teaching associates must be approved at local meet and discuss for each academic year:
a. A department with doctoral program(s) that wishes to have teaching associates must make a recommendation to local meet and discuss concerning the number of teaching associates it desires. The number of teaching associates recommended must be approved by a majority vote of the regular full-time FACULTY within the department in accordance with its established procedures.

b. The department must also make a recommendation to local meet and discuss concerning 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 XXIII.J. The department's recommendation shall contain appropriate data to show compliance with this subsection.

2. After the number of teaching associates for a department is agreed upon at local meet and discuss, a teaching associate may be appointed to a department if:

a. He/she is enrolled as a doctoral student in good standing in the department and possesses a masters degree or at least thirty-six (36) graduate credits.

b. He/she is recommended for appointment by a majority 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 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. However, no FACULTY MEMBER will receive academic credit hours towards his/her workload for the academic credit hours taught by teaching associates.

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 XII;

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

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 subsection d. below;

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

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 A.

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 SSHE.

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 State Meet and Discuss and shall reflect standards required of truly competent and distinguished individuals.
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 A. 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 XII, 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 SSHE and APSCUF.
3. Any manager other than those provided for in F.2. above shall begin his/her service in the unit with no service credit.

4. Any FACULTY MEMBER appointed by the President to a position as an acting manager shall be appointed to the position for a period of one year. Extensions for a second year require the approval of the FACULTY MEMBER and local APSCUF. Under no circumstances shall a FACULTY MEMBER serve as an acting manager for more than two years. Time spent as an acting manager will accrue service credits in the bargaining unit.

G. Non-Bargaining Unit Employees

1. Non-bargaining unit employees, who in the sole discretion of the President have the requisite qualifications, may be assigned by the President to an intercollegiate athletic coaching position. In no circumstances, however, may such an assignment include responsibilities for academic advisement or athletic administration. In no case shall such non-bargaining unit coaches be assigned to teach or work in an area where there is a qualified retrenched with preferential hiring rights in the SSHE who has coached the sport at the collegiate or university level.

2. 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 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 retrenched with preferential hiring rights in the SSHE.

Article XXI

FRINGE BENEFITS

A. Hospital and Medical Insurance

1. The SSHE shall, at its sole cost and expense, continue to provide each permanent full-time FACULTY MEMBER with coverage under the present Blue Cross/Blue Shield/Major Medical (BC/BS/MM) Plan including the present Precertification Plan. The Precertification Plan includes the following conditions:

   a. Emergency care is excluded from the plan;
   b. The quality of medical care shall not be adversely affected;
   c. Notification burdens for precertification 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.
The parties agree that the Preferred Provider Plan identified in the previous Collective Bargaining Agreement between the parties together with all the conditions related thereto will remain in effect until the Plan is terminated.

The BC/BS/MM Plan shall provide dependency coverage where the dependents of the FACULTY MEMBER qualify under such Plan.

For the purposes of Hospital and Medical Insurance under this Agreement, however, it is understood that the term permanent includes full-time tenured, full-time non-tenured probationary, and full-time temporary FACULTY MEMBERS who are employed to work a standard workload for one academic year, but does not include temporary FACULTY MEMBERS employed to work one academic semester.

2. a. The major medical claim maximum for each FACULTY MEMBER shall be $250,000.00 for all covered claims except mental claims. The major medical claim maximum shall be $50,000.00.

   b. Effective July 1, 1988, SSHE shall increase the major medical claim maximums for each FACULTY MEMBER to $350,000.00 for all covered claims except mental claims.

3. Eligible FACULTY MEMBERS shall be provided a choice between enrollment in the BC/BS/MM Plan and a Health Maintenance Organization (HMO) or similar health plan with which the COMMONWEALTH/SSHE has made contractual arrangements. Eligible FACULTY MEMBERS shall be those active, full-time, permanent FACULTY MEMBERS who are not enrolled in Medicare and who have no dependents enrolled in Medicare. The choice between the BC/BS/MM Plan and the HMO Plan shall be operated as follows:

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

   b. The amount and kind of benefits available to the FACULTY MEMBERS shall be those offered by the HMO and contracted for by the COMMONWEALTH/SSHE.

   c. The Health and Welfare Fund contribution rate will not be affected as a result of offering the HMO option.

   d. The option to elect coverage under an HMO or to return to coverage under the BC/BS/MM Plan shall be available during annual open enrollment periods designated by the COMMONWEALTH/SSHE, the HMO and BC/BS/MM. FACULTY MEMBERS who are newly hired or transferred into the HMO service area may elect either option at that time. FACULTY MEMBERS who leave the service area or who are dissatisfied with an HMO may convert their coverage back to the BC/BS/MM Plan.

   e. The SSHE shall contribute to the HMO for each FACULTY MEMBER subscriber an amount not to exceed that which he/she would pay
under Section A, subsection 1 above based on the regular BC/BS/MM individual or multi-party rate component appropriate for the geographic area in which the HMO is located. Additional costs, if any, of an HMO shall be paid for by the FACULTY MEMBER through payroll deductions.

f. If FACULTY MEMBER payroll deductions are required and FACULTY MEMBERS are placed on sick or childbirth leave without pay, benefits may be continued for up to six (6) months only if the FACULTY MEMBERS continue to pay their share of the premium. If the FACULTY MEMBERS do not pay their share of the premium, their coverage under the HMO will be cancelled and they will be permitted to convert to the regular subscription agreement then being offered by the HMO or BC/BS/MM on a direct pay basis.

4. The SSHE shall provide permanent 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 fifty percent (50%) SSHE paid coverage under the BC/BS/MM Plan as provided for in Section A.1. In addition, it shall provide fifty percent (50%) SSHE paid dependency coverage where the dependents of the FACULTY MEMBER qualify under such Plan.

5. a. Permanent full-time FACULTY MEMBERS who are granted leave without pay due to sickness or childbirth will be eligible to continue to receive benefits under the BC/BS/MM Plan for up to six (6) months.

b. Permanent part-time FACULTY MEMBERS and those permanent full-time FACULTY MEMBERS who are granted leave without pay for any reason other than for sickness or childbirth for longer than one (1) full pay period or who are on leave without pay due to sickness or childbirth longer than six (6) months will be permitted to convert to the regular Subscription Agreements then being offered by Blue Cross and Blue Shield on a direct pay basis.

c. The SSHE shall continue to pay the entire premium for permanent full-time FACULTY MEMBERS for the period of time for which they are entitled to benefits under Section A, subsection 5.a. above.

6. a. The COMMONWEALTH/SSHE shall allow each FACULTY MEMBER who was eligible as an active FACULTY MEMBER under the BC/BS/MM Plan or the HMO Plan to elect coverage upon retirement under the present BC/BS/MM Plan or an approved HMO Plan if available under the Retired Employees' Health Program. In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such Plan.

b. The SSHE shall pay the entire cost of coverage for annuitants who retire under the provisions of subsections (1), (2), or (3) below and who have elected coverage under 6.a. above.
(1) Retirement at or after superannuation age with at least ten (10) years of credited service in the State and/or public school retirement systems, except that a FACULTY MEMBER who leaves SSHE employment through resignation, discharge or retrenchment 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, discharge or retrenchment, twenty-five (25) years of credited service in the State and/or public school system. 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 retirement system. For purposes of this subsection, superannuation under TIAA-CREF shall be sixty (60) years of age with at least ten (10) years of COMMONWEALTH, SSHE and/or public school service;

(2) Disability Retirement, which requires at least five (5) years of credited service in the State or public school retirement system. For purposes of this subsection, retirement under TIAA-CREF shall be considered disability if the retiree applies for and is granted a waiver of the Commonwealth's group life insurance premium or is granted a waiver of premium under any other Group Life Insurance arrangement covering members of the bargaining unit; and

(3) Other retirement, including retirement under TIAA-CREF with at least twenty-five (25) years of credited service in the State and/or public school retirement systems, and who have elected coverage under the State Employee Program.

7. It is understood and agreed that the references to Blue Cross/Blue Shield/Major Medical (BC/BS/MM) Plan in this Article shall not restrict the Employer's right after consultation with APSCUF to replace Blue Cross and Blue Shield with other insurers/administrators, provided equivalent coverage, benefits and employer contributions are maintained.

8. In no event shall Hospital and Medical coverage and benefits for eligible FACULTY MEMBERS and their dependents and eligible annuitants and their dependents be less than for other employees of the SSHE covered by collective bargaining agreements.

B. Life Insurance

1. The SSHE/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 effective July 1, 1987 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 $40,000. The amount of life insurance effective July 1, 1988 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 SSHE/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.

C. Holidays

1. The following days shall be recognized as major holidays for ADMINISTRATIVE FACULTY MEMBERS who are on twelve-month (12) contracts:

   a. New Year's Day
   b. Memorial Day
   c. Independence Day
   d. Labor Day
   e. Thanksgiving Day
   f. 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. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall be paid for any holiday listed above provided he/she was scheduled to work on that day and was in an active pay status on the last half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately prior and the first half on the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately subsequent thereto.

2. The following days shall be recognized as minor holidays for ADMINISTRATIVE FACULTY MEMBERS on twelve (12) month contracts and shall be scheduled by the President of each UNIVERSITY. At the request of local APSCUF, the President or his/her designee(s) shall meet and discuss concerning the matter of rescheduling the following minor holidays:

   a. Martin Luther King Jr.'s Birthday
   b. President's Day
   c. Columbus Day
   d. Veterans' Day

3. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall earn a minor holiday provided he/she was scheduled to work the actual day a minor holiday is celebrated and was in an active pay status on the last half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately prior and the first half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately subsequent to the actual day a minor holiday is celebrated. An ADMINISTRATIVE FACULTY MEMBER who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay shall be compensated for such holiday. In the event the earning of a minor holiday(s) is anticipated and an ADMINISTRATIVE FACULTY MEMBER terminates employment prior to actually earning the anticipated holiday(s), such ADMINISTRATIVE FACULTY MEMBER shall reimburse the SSHE/UNIVERSITIES for the holiday(s) taken but not earned. If a holiday is observed while an eligible ADMINISTRATIVE
FACULTY MEMBER on a twelve (12) month contract is on sick, annual, or other paid leave status, the ADMINISTRATIVE FACULTY MEMBER will receive pay for the holiday and the day will not be charged against other paid leave.

D. Personal Leave Days

1. FACULTY MEMBERS on nine (9) month contracts shall be eligible for two (2) personal days per calendar year and 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) or twelve (12) month contract.

2. For FACULTY MEMBERS entitled to two (2) personal leave days, one personal leave day shall be earned the first half of each calendar year (January 1 to June 30), and one personal leave day 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) personal leave days must have thirty (30) days service in pay status in each half calendar year to earn the personal leave entitlement under D.2. above. A FACULTY MEMBER entitled to five (5) personal leave days must have thirty (30) days service in pay status in each one-fifth calendar year to earn the personal leave entitlement under D.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 SSHE/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 institution 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 during the calendar year may be granted at the President’s discretion before it is earned. 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.

E. 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:

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<th>Service</th>
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<th>Per Month</th>
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<tr>
<td>Less than 12 months</td>
<td>10 days</td>
<td>5/6 day</td>
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<tr>
<td>12 months to 180 months</td>
<td>15 days</td>
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<tr>
<td>181 months to 299 months</td>
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<tr>
<td>300 months or more</td>
<td>25 days</td>
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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.

F. Tuition Waivers

Effective with the start of the fall semester of 1987 the SSHE/UNIVERSITIES shall modify their tuition waiver policy to provide for the following:
1. Total waiver of UNIVERSITY tuition for FACULTY MEMBER’S children at the UNIVERSITY where the FACULTY MEMBER is employed;

2. 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; and

3. Tuition waiver shall continue to the limits stated in F.2. 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 SSHE.

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

Article XXII

SALARIES

A. Salaries for Full-Time FACULTY MEMBERS

The salaries payable to FACULTY MEMBERS in an active pay status for the academic year(s) 1987-88, 1988-89 and 1989-90 shall be as set forth in the attached pay tables. Those tables provide for a pay increase as follows:

1. All FACULTY MEMBERS will receive a general pay increase of five percent (5%) at the start of the fall semester of 1987;

2. All FACULTY MEMBERS will receive a general pay increase of five percent (5%) at the start of the fall semester of 1988;

3. FACULTY MEMBERS who were at Step G of their present rank for eight (8) or more years in the fall semester of 1987, whether in active pay status or on educational leave without pay, shall move to Step G+1 of their present rank in the spring semester of 1989 — twenty pay ACADEMIC FACULTY MEMBERS and ADMINISTRATIVE FACULTY MEMBERS shall move to Step G+1 on December 31, 1988 and twenty-six pay ACADEMIC FACULTY MEMBERS shall move to Step G+1 on February 11, 1989;

4. All FACULTY MEMBERS shall receive a general pay increase of five and one-half percent (5½%) at the start of the fall semester of 1989;

5. All FACULTY MEMBERS at Step G1 of their present rank in the spring semester of 1989 shall remain at Step G1 of their present rank; and
STATE SYSTEM OF HIGHER EDUCATION  
FACULTY PAY SCHEDULE  
EFFECTIVE 1987-88 FOR 20 PAY ACADEMIC FACULTY AND ADMINISTRATIVE FACULTY  
AND FOR 26 PAY ACADEMIC FACULTY  
SCHEDULE Q

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# STATE SYSTEM OF HIGHER EDUCATION
## FACULTY PAY SCHEDULE
### EFFECTIVE 1988-89 FOR 20 PAY ACADEMIC FACULTY AND ADMINISTRATIVE FACULTY
### AND FOR 26 PAY ACADEMIC FACULTY

**SCHEDULE Q**

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### STATE SYSTEM OF HIGHER EDUCATION
### FACULTY PAY SCHEDULE
### EFFECTIVE 1989-90 FOR 20 PAY ACADEMIC FACULTY AND ADMINISTRATIVE FACULTY
### AND FOR 26 PAY ACADEMIC FACULTY
### SCHEDULE Q

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6. FACULTY MEMBERS who were at Step G of their present rank for four (4) or more years in the fall semester of 1987, whether in active pay status or on educational leave without pay, shall move to Step G+1 of their present rank in the fall semester of 1989.

B. Annual Increments

In addition to the above-listed general pay increases, a FACULTY MEMBER below Step G shall be entitled to his/her annual service increment on his/her anniversary date as defined by SSHE rules and regulations. Such annual service increments, Steps A through G, shall be granted solely on the basis of service.

C. Procedure

Pursuant to the SSHE Compensation Plan, general pay increases, as set forth in Section A above, and annual service 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 semester credit 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 G+1 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.

Article XXIV

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. During the term of this Agreement, compensation shall be paid for summer employment in the same manner as has been the practice prior to the execution of this Agreement, unless changed by mutual consent.

D. The parties shall agree to a schedule for the payment of summer employment at Meet and Discuss no later than March 1, 1988. The payment schedule so agreed to shall remain in effect unless changed by mutual consent at Meet and Discuss.

Article XXVII
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 XXIII, 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 academic credit hour.
2. In addition to the payment as designated in Section B.1. of this Article, the SSHE/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 for which the course would apply. If no appropriate department can be identified for the course, such notice shall be delivered to local APSCUF;

2. The academic department 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 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 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 V, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement;

4. If no FACULTY MEMBERS from within the department 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 XXX

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 SSHE/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 SSHE/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 and their dependents.
C. For the period of time between July 1, 1987 and June 30, 1988, the SSHE shall make two (2) payments to the Health and Welfare Fund at the rate of $282.75 for each full-time FACULTY MEMBER in an active pay status as of October 15, 1987 and February 15, 1988.

For the period of time between July 1, 1988 and June 30, 1989, the SSHE shall make two (2) payments to the Health and Welfare Fund at the rate of $331.50 for each full-time FACULTY MEMBER in an active pay status as of October 15, 1988 and February 15, 1989.

For the period of time between July 1, 1989 and June 30, 1990, the SSHE shall make two (2) payments to the Health and Welfare Fund at the rate of $380.25 for each full-time FACULTY MEMBER in an active pay status as of October 15, 1989 and February 15, 1990.

D. The SSHE/UNIVERSITIES shall remit its contribution to the Health and Welfare Fund together with an itemized statement within approximately thirty (30) working days of the eligibility determination dates noted in Section C. above.

E. 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 XXIII, WORKLOAD AND WORKLOAD EQUIVALENTS.

F. 1. The contributions made by the Employer to the Health and Welfare Fund as indicated in Section C. 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 benefits extended by this Health and Welfare Fund shall be paid for in whole or part by employees through payroll deductions.

4. 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 SSHE/UNIVERSITIES and APSCUF.

G. It is expressly agreed and understood that the SSHE/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 SSHE/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 Section C. above.
ARTICLE XL

FACULTY PROFESSIONAL DEVELOPMENT PROGRAM

A. For the purpose of this Article and the term of this agreement, the parties agree that the SSHE 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 sub-structures 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. In order to finance professional development of the FACULTY, the SSHE shall maintain a Professional Development Fund.

2. The SSHE shall provide the Professional Development Council the following monies to support a Professional Development Fund:

- 1987-88 - $100,000.00
- 1988-89 - $200,000.00
- 1989-90 - $400,000.00

Professional Development Fund monies shall be utilized for faculty professional development programs and activities approved by the Council.

3. Any unexpended funds shall be carried into the next fiscal year for utilization by the Council. Such carried over funds shall not be counted as part of the next year's annual allocation.
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PERSONNEL DIRECTOR
PENNSYLVANIA DEPARTMENT OF EDUCATION
POST OFFICE BOX 911
Harrisburg, PA. 71266

PREVIOUS AGREEMENT EXPIRED JUNE 30, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Pennsylvania State College Faculty

WITH EDUCATION ASSOCIATION; NATIONAL PENNSYLVANIA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Mr. Edward P. Kelley, Jr., Vice Chancellor for Employee & Labor Relations (717) 783-2327

Your Name and Position
P.O. Box 809, 301 Market Street
Harrisburg, PA 17108

Area Code/Telephone Number
Address
City/State/ZIP Code

BLS 2452 (Rev. August 1984)
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