

TENTATIVE AGREEMENT SUMMARY

The following is a summary of the substantive changes included in the tentative agreement reached between APSCUF and PASSHE on February 3, 2013:

Article 5 (Grievance Procedure and Arbitration)

- Former pilot program requiring a meeting of the parties at step three is incorporated into the grievance procedure in the collective bargaining agreement, and so will apply to all universities.
- Pilot Arbitration Program – parties will select a panel of ten arbitrators to hear arbitration cases, rather than using the services of the American Arbitration Association (“AAA”). Immediate assignment of cases to arbitrators on a rotation basis, rather than through AAA's selection process. Direct communication with arbitrators regarding scheduling and administrative matters rather than through AAA. Either side may discontinue pilot program at any time, and revert to the regular contractual arbitration process.
- Regular contractual arbitration procedure will be amended to provide for using the AAA's “list with appointment” service rather than full case administration. This allows the parties access to arbitrators on the AAA's list at a lower cost, and permit them to communicate directly with the arbitrator concerning scheduling and other administrative matters, rather than through AAA's case managers.

Article 11 (Appointment of Faculty)

- Eligible grant funded faculty receive step increments only when regular full-time faculty receive such increments.

Article 21 (Fringe Benefits)

- Premium reconciliation plan to avoid faculty overpayments of premium share.
- No substantive changes to HealthyU requirements without the agreement of State APSCUF.
- Indemnity plan eliminated if enrollment falls below 125, but no earlier than 2015-16 plan year.
- PPO Plan Design Effective July 1, 2013
 - Office visit copays \$15/\$25 (primary/specialist)
 - Prescription copays \$5/\$18/\$36 (generic/formulary brand/nonformulary brand) for 30-day supply. Double these rates for 90-day supply.
 - Emergency Room Copay \$100 (waived if admitted)
- Domestic partner coverage available to annuitants
- Parties to negotiate a future defined contribution retiree plan as a voluntary alternative to current retiree healthcare plan.

Article 22 (Salaries)

- General Pay Increase
 - 2011-12 0%
 - 2012-13 1% effective Fall 2012
 - 2013-14 1% effective Fall 2013
 - 2014-15 2% effective Fall 2014

- Step Increments (regular full-time and regular part-time faculty below Step 13)
 - 2011-12 None
 - 2012-13 One step effective 11th or 14th pay, as applicable
 - 2013-14 One step effective Fall, 2013
 - 2014-15 One step effective Fall, 2014

- Cash Payment (to those at Step 13)
 - 2011-12 None
 - 2012-13 2.5% effective 11th or 14th pay, as applicable
 - 2013-14 2.5% in September 2013
 - 2014-15 2.5% in September 2014

- Winter Session classroom faculty shall be compensated based on local continuing education agreement or, if no such agreement exists, based on the salary scale in Article 22.

Article 24 (Summer Pay)

- Summer 2013 – increase to 53% of 1/24 of current salary

- Summer 2014 and thereafter – increase to 55% of 1/24 of current salary

Article 25 (Overload)

- Workload Overload
 - Effective Fall, 2013, increase to 68% of 1/24 of current salary

- Preparation Overload
 - Effective Fall, 2013, increase to 31% of 1/24 of current salary

Article 26 (Independent Study and Individualized Instruction)

- Effective Fall, 2013, increase rate to \$200 per workload hour

Article 29 (Retrenchment)

- August 1 deadline for notice of possible retrenchment to state and local APSCUF.

- Limits reasons for retrenchment to 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.

- Explicit requirements for sharing of information and discussion at both the local and state level.
- Extends time for retrenched faculty to apply for a vacancy where the faculty member receives notice of retrenchment between 20 and 30 days after notice of vacancy was posted.
- Preferential hiring rights at another University do not apply to (a) temporary part-time faculty vacancies for less than 6 hours/semester; (b) summer employment; or (c) winter session.
- PASSHE will reimburse COBRA premiums for retrenched faculty for up to six months.
- If a tenured faculty member is retrenched and is then appointed, through the preferential hiring rights provisions, at another University, the faculty member retains his/her tenured status at the receiving University.

Article 30 (Health & Welfare Fund)

- Increase PASSHE contributions by 5% effective July 1, 2013.
- PASSHE will make a one-time, \$250,000 contribution to the Fund within 90 days following ratification.
- Trustees of the Fund to determine whether federal law requires Fund to allow faculty to opt out of Fund benefits and/or whether faculty must contribute toward the cost of Fund benefits, via payroll deduction or through other means, in order to maintain the Fund's status as excepted from the Affordable Care Act. If an opt out is required, Trustees will establish procedures for do so. If employee contributions are legally required, the contributions shall not exceed the greater of (a) the minimum amount required by federal law necessary to preserve the excepted status of the benefits or (b) five dollars (\$5.00) per year.

Article 31 (Miscellaneous)

- Contractual deadlines that occur on a weekend or other day when the University's offices are closed will be extended to the next business day.
- Curriculum committee/class size: Every local curriculum committee must have procedures for recommendations regarding curricular matters such as program review, program and course initiation, and, for the first time, class size is recognized as an issue on which the curriculum committee at each university will make recommendations. President or his/her designee as the final authority to approve or disapprove recommendations of the curriculum committee, but must provide a written explanation for disapproval of the committee's recommendations.

Article 42 (Distance Education)

- Course development and redevelopment fees eliminated effective Fall, 2014.
- In addition to current requirement of technical support personnel, the Universities will provide instructional design professionals to assist faculty. Failure to provide technical support and instructional design professionals will result in continuation or restoration of development and redevelopment fees.

Article 44 (Faculty Professional Development Program)

- In 2013-14 and 2014-15, PASSHE will contribute \$300,000 each year to the Faculty Professional Development Fund.
- In addition, in 2013-14 and 2014-15, PASSHE will contribute \$50,000 each year for programs and activities related to innovation in teaching and improvement of student learning outcomes.
- In addition, in 2013-14 and 2014-15, PASSHE will contribute \$50,000 each year for programs and activities for probationary faculty.

Side Letter – Voluntary Retirement Incentive Program

- Eligibility:
 - Eligible for annuitant health care AND
 - At least 60 year of or OR any age with 35 years of service
- Timing:
 - Retirement effective at the end of Spring semester 2013
 - Notice of intent to retire must be submitted by March 29, 2013
- Incentive payment
 - 15-20 years of service: 20% of base salary, with a minimum of \$10,000, and a maximum of \$20,000.
 - Over 20 years of service: 30% of base salary, with a minimum of \$14,000, and a maximum of \$30,000.
- If a vacancy created by a retirement under this plan is filled, it shall be filled with a full-time tenure-track position.