

SIDE LETTERS

BETWEEN

**THE 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

GRIEVANCE ARBITRATION PILOT PROGRAM

A. Arbitration Panel

1. Panel Size. The Parties will agree upon a panel of up to ten (10) arbitrators, who will actively hear and decide arbitration cases, prior to this agreement becoming effective.
2. Effective Date. The panel shall become effective on January 1, 2012, or such later date on which agreement is reached on the make-up of the panel, and be effective until December 31 of that year.
3. Continuation of Panel. The panel as originally constituted shall continue in effect from calendar year to calendar year unless:
 - a) An arbitrator resigns from the panel;
 - b) An arbitrator dies;
 - c) An arbitrator is removed by agreement of the parties; or
 - d) One party gives notice to the other party that a panel member is unacceptable for renewal no later than November 1 of any year. Removal shall be effective as of January 1 of the year after which notice is given.

A vacancy in a position on the panel shall be filled by agreement of the parties within 30 days after the vacancy occurs. If the parties have failed to agree on a replacement within 30 days, the panel chair shall appoint a replacement, who shall be (1) a member of the National Academy of Arbitrators and (2) have an office in Pennsylvania, New York, New Jersey, Maryland, Ohio, Delaware or the District of Columbia. If the vacancy is in the position of panel chair, the replacement arbitrator shall be designated by the Director of the Pennsylvania Bureau of Mediation using the above criteria.

4. Order of Panel. Arbitrators selected for the panel shall be placed on a list numbered one to ten in alphabetical order. One arbitrator shall be designated as panel chair by agreement of the parties. The chair shall have authority to decide any controversy regarding assignment of grievances to individual arbitrators, and his/her decision shall be absolutely final and binding and shall not be challenged before another arbitrator or appealable to any court.
5. Discontinuation of Panel System. Either party has the right to discontinue the Pilot Program at any time, by submitting written notice of discontinuance to the other party. In such event, all cases which are scheduled at the time of the notice of discontinuance will proceed as scheduled under this Agreement. All

grievances moved to arbitration after the date of the notice of discontinuance will be governed by the process set forth at Article 5 of the 2011 Collective Bargaining Agreement (“CBA”).

6. Assignment of Arbitrators. When APSCUF gives notice to PASSHE that a grievance is approved to arbitration, the grievance shall be assigned to the arbitrator on the list immediately below the last arbitrator to whom a grievance was last assigned. If more than one grievance is noticed to PASSHE for arbitration on a given day, the grievances shall be assigned to arbitrators in chronological order of the grievance filing dates.
7. Scheduling of Hearings. Grievances shall be scheduled for arbitration promptly thereafter by conference call with the arbitrator. If an arbitrator is unable to offer dates within four months for a discharge, non-renewal or tenure denial grievance in which back pay liability is accruing or will accrue if not decided promptly, the case will be assigned to the next arbitrator in the list who can offer dates within four months. An arbitrator shall have authority to fix dates for hearing without the agreement of the parties should he/she, in his/her discretion, determine that such action is necessary.
8. Arbitrator Fees. Parties will normally split the Arbitrator’s fees. However, the party that requests and secures a cancellation will bear the entire cancellation fee, if the Arbitrator charges such a fee. The Arbitrator will resolve any disputes over the assessment of fees.
9. Fees for Panel Chair. The panel chair shall be compensated for services at an hourly rate agreed to with the parties. Parties will normally split the chair’s fees.
10. Cancellation or Postponement. Arbitrations may be cancelled or postponed by mutual agreement of the parties or for good cause. Neither party has the right to unilaterally cancel or postpone an arbitration. In the event of a dispute over cancellation or postponement, the parties will schedule a conference call with the Arbitrator assigned to the case as soon as possible, and the Arbitrator will resolve the dispute.

B. Arbitration Hearings

1. Location. The parties, in consultation with the Arbitrator, will agree upon the location of the hearing at the time that the grievance is assigned to a hearing date. If a dispute arises, the Arbitrator shall determine the hearing location.
2. Extended Hearings. If an arbitration is extended beyond one day of hearing, the parties will secure additional dates from the Arbitrator in order to complete the arbitration as soon as possible.


3. Information Requests. Information requests will be in writing. The Arbitrator will resolve any disputes concerning the production of information in response to a written request.

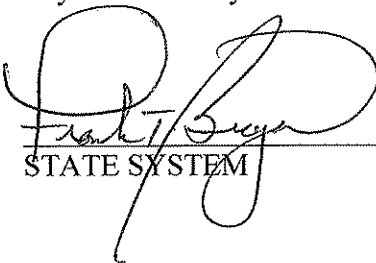
C. Labor Arbitration Rules

In regard to issues not addressed in this Agreement, the parties hereby adopt the procedures utilized for labor arbitrations conducted under the auspices of the American Arbitration Association (Voluntary Labor Arbitration Rules).

D. Acknowledgement

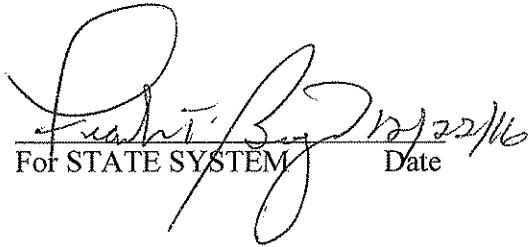
1. Mutual Desire for Efficient Process. The parties acknowledge that the Pilot Program outlined in this Agreement has been developed with the intention to provide a fair and expeditious process for the resolution of grievances and to encourage an environment of labor-management cooperation.
2. Deviation from Express Terms. The parties acknowledge that any or all of the provisions of this Agreement may be revised by mutual consent.

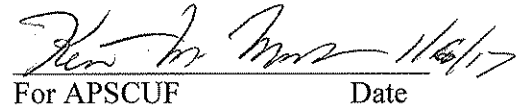

APSCUF
Date 1/16/17


STATE SYSTEM
Date 12/22/16

Side letter re: peer evaluation of distance education courses

A peer evaluation process and associated guidelines for evaluating distance education courses shall be developed by APSCUF and the State System which will be reviewed and agreed upon at State Meet and Discuss no later than June 30, 2018.

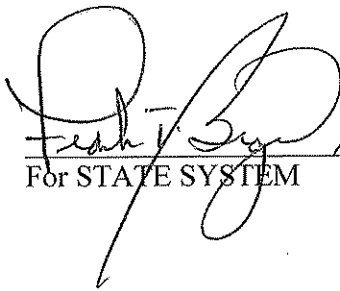

For STATE SYSTEM Date 12/22/16

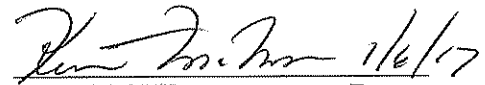

For APSCUF Date 11/6/17

**Side letter re Hours for Faculty Whose Basic Responsibilities
Lie Primarily Outside the Classroom**

The parties agree to establish a set of joint labor-management committees to conduct a comprehensive review of the duties and hours of work of FACULTY whose basic responsibilities lie primarily outside the classroom. Each committee shall be charged with compiling data concerning the nature of the duties and hours of work of a single category or related categories of FACULTY whose basic responsibilities lie primarily outside the classroom (e.g., Athletic Directors, Licensed Athletic Trainers, Counseling Faculty, Advising Faculty, etc.). Each committee shall consist of an equal number of members appointed by State APSCUF and by the STATE SYSTEM, not to exceed a total of six (6) members who are knowledgeable about the role and responsibilities of the FACULTY that the committee is charged to study. The committee shall be constituted within 60 days of ratification of this agreement. Each committee shall review the data compiled to develop recommendations regarding maximum hours of work, workload equivalents and/or overload payments related to such FACULTY MEMBERS' non-classroom duties.

Each committee's recommendations shall be adopted by majority vote of the members of the committee and shall be submitted to State Meet and Discuss, along with a narrative description of the basis for the recommendations, no later than June 30, 2018. If State Meet and Discuss approves the recommendations, they shall be submitted for ratification by both APSCUF and the governing body of the STATE SYSTEM and, if ratified, incorporated into a successor collective bargaining agreement that will be applied prospectively in the first full academic year following ratification of the successor agreement. If no agreement is reached, or any agreement reached is not ratified, the parties retain their rights to bargain about these matters in future contract negotiations.

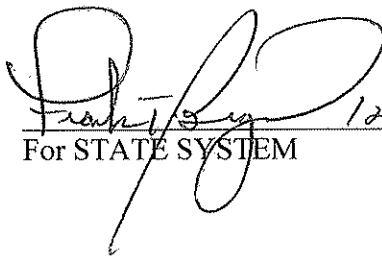

For STATE SYSTEM 12/22/16
Date


For APSCUF 1/6/17
Date

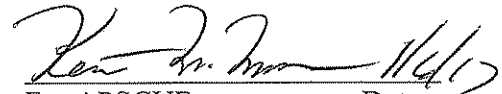
Side letter re Department Chair and Assistant Chair Workload

The parties agree to establish a joint labor-management committee to conduct a comprehensive review of the workload equivalents for Department Chairs and Assistant Chairs set forth in Articles 6 and 23. The committee shall consist of an equal number of members appointed by State APSCUF and by the STATE SYSTEM, not to exceed a total of twelve (12) members. The committee shall be constituted within 60 days of ratification of this agreement. The committee shall compile data concerning the nature of Department Chair and Assistant Chair duties and regarding the amount of time necessary to perform those duties. The committee shall use such data to develop recommendations regarding any adjustments to the workload equivalents, stipend, delegation of duties or other relevant actions.

The committee's recommendations shall be adopted by majority vote of the members of the committee and shall be submitted to State Meet and Discuss, along with a narrative description of the basis for the recommendations, no later than June 30, 2018. If State Meet and Discuss approves the recommendations, they shall be submitted for ratification by both APSCUF and the governing body of the STATE SYSTEM and, if ratified, incorporated into a successor agreement that will be applied prospectively in the first full academic year following ratification of the successor agreement. If no agreement is reached, or any agreement reached is not ratified, the parties retain their rights to bargain about these matters in future contract negotiations.



For STATE SYSTEM 12/22/16
Date



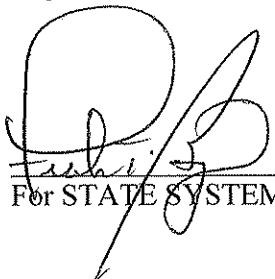
For APSCUF 1/4/17
Date

Side letter re Article 9 Section D

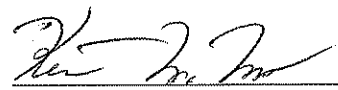
The parties agree that the STATE SYSTEM will provide State APSCUF with the following data in the Complement Report (also referred to as the semester report), twice each semester and once during the summer. The first report in each semester shall be provided as early as possible, but no later than September 30 for fall semester and no later than February 15 for spring semester. The second report in the semester shall be provided no later than November 30 for the fall semester and no later than April 15 for the spring semester. The summer report shall be provided no later than July 30. The STATE SYSTEM shall transmit the data to APSCUF electronically, in Microsoft Excel or similar format.

Complement Report Data Components Provided for Each Faculty Member:

- Personnel Number
- Name, Last, First, Middle
- Home Address – House Number, Street, City, State, Zip Code
- Gender
- Birthdate
- Annual Salary
- Biweekly Salary
- Campus Code
- Campus Name
- Job Classification Code
- Position Title
- Current Hire Date
- Tenure Status
- Employee Subgroup
- Union Membership/Nonmember
- FTE
- Pay Range
- Pay Step
- Employee Group (Temporary/Regular)
- Medical Plan
- Medical Coverage (Single, Family, Waived, etc.)
- Retirement Plan
- Organizational Unit (e.g., Department)



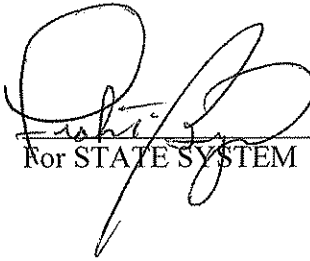
For STATE SYSTEM 12/22/16 Date




For APSCUF 1/6/17 Date

Side Letter re Terminal Degrees

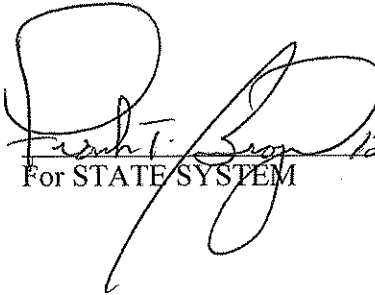
The STATE SYSTEM and APSCUF acknowledge that in certain disciplines, it is common for a degree other than a research doctorate (Ph.D.) to be considered the terminal degree. The State System shall submit its proposed System Procedure/Standard regarding terminal degrees to State Meet and Discuss no later than November 30, 2016. In the event that the State System fails to do so by that date, State Meet and Discuss shall develop guidelines for identifying such disciplines and identifying the degree which is to be deemed a terminal degree in those disciplines. Thereafter, the parties shall utilize the mutually agreed-upon guidelines in any action or decision involving consideration of whether or not a particular faculty member has a terminal degree, including but not limited to promotion, tenure, evaluation, appointment, reappointment and assignments.


For STATE SYSTEM 12/22/16 Date

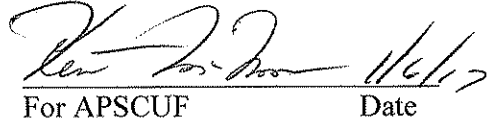

For APSCUF 11/4/17 Date

Side Letter re Virtual Office Hours

The parties agree that, notwithstanding the language of Article 23, Section A.1.c. regarding office hours, on a pilot basis during the term of the collective bargaining agreement, a UNIVERSITY and Local APSCUF Chapter may review at local Meet and Discuss current practices and procedures and jointly develop revised practices and procedures to permit FACULTY teaching Distance Education courses to conduct a portion of their office hours in a non-traditional, electronic format, such as Skype, FaceTime, through the learning management system or by other mutually agreeable means. Any such new jointly developed local agreement shall be subject to review by State Meet and Discuss prior to its implementation. Existing agreements and/or practices and procedures shall also be provided in writing to State Meet and Discuss.



For STATE SYSTEM Date 12/22/16

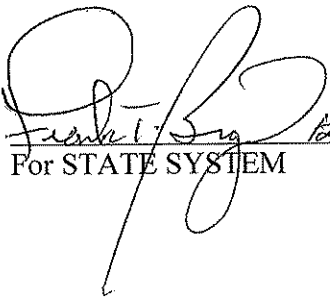



For APSCUF Date 11/6/17

Side Letter re Workload Equivalents Review

The parties agree to establish a joint labor-management committee to conduct a comprehensive review of the workload equivalents set forth in Article 23, Sections D, E and F. The committee shall consist of an equal number of members appointed by State APSCUF and by the STATE SYSTEM, not to exceed a total of twelve (12) members. The committee shall compile data concerning the nature of the duties entailed in the activities listed in Article 23, Sections D, E and F, and regarding the amount of time necessary to perform those activities. The committee shall use such data to develop recommendations regarding any adjustments to the workload equivalents.

The committee's recommendations shall be adopted by majority vote of the members of the committee and shall be submitted to State Meet and Discuss, along with a narrative description of the basis for the recommendations, no later than June 30, 2018. If State Meet and Discuss approves the recommendations, they shall be submitted for ratification by both APSCUF and the governing body of the STATE SYSTEM and, if ratified, incorporated into a successor agreement that will be applied prospectively in the first full academic year following ratification of the successor agreement.


Frank J. Berg 12/22/16
For STATE SYSTEM Date


Ken M. Marshall 11/6/17
For APSCUF Date