



CHARGE OF UNFAIR PRACTICE(S) UNDER THE PUBLIC EMPLOYE RELATIONS ACT

Association of Pennsylvania State College and
University Faculties

COMPLAINANT

v.

Pa. State System of Higher Education

RESPONDENT

DO NOT WRITE IN THIS SPACE

CASE NO.

DATE FILED

TO THE HONORABLE, THE MEMBERS OF THE PENNSYLVANIA LABOR RELATIONS BOARD:

COMPLAINANT INFORMATION

Association of Pennsylvania State College and University Faculties		
Public Employee, Employee Organization or Public Employer		
Amy L. Rosenberger	Union Counsel	
Name of Person filing charge on behalf of Complainant		
Willig, Williams & Davidson, 1845 Walnut Street, 24th Floor		Title
Address		
Philadelphia	PA	19103
City	State	Zip
(215) 656-3622		
Telephone		

HEREBY CHARGES THAT:

RESPONDENT INFORMATION

Pa. State System of Higher Education		
Public Employer, Employee Organization or Public Employee alleged to have committed unfair practice(s)		
c/o Frank Brogan, Chancellor, Dixon University Center, 2986 North Second Street		
Address		
Harrisburg	PA	17110
City	State	Zip
(717) 720-4010		
Telephone		

HAS ENGAGED IN UNFAIR PRACTICE(S) CONTRARY TO THE PROVISIONS OF THE
PUBLIC EMPLOYE RELATIONS ACT, SECTION 1201 AS FOLLOWS:

Choose one:	Choose all that apply:		
<input checked="" type="radio"/> subsection (a)	<input checked="" type="checkbox"/> clause (1)	<input type="checkbox"/> clause (4)	<input type="checkbox"/> clause (7)
<input type="radio"/> subsection (b)	<input type="checkbox"/> clause (2)	<input checked="" type="checkbox"/> clause (5)	<input type="checkbox"/> clause (8)
	<input type="checkbox"/> clause (3)	<input type="checkbox"/> clause (6)	<input type="checkbox"/> clause (9)

- Check here if more than one respondent and list on separate sheet.
- Check here if a grievance relating to this issue has been filed and enclose three (3) copies of the grievance and one (1) copy of the Collective Bargaining Agreement to assist in review of this charge.

FAILURE TO ENCLOSE THESE DOCUMENTS WILL CAUSE A DELAY IN PROCESSING.

SPECIFICATION OF CHARGES

Set forth all of the events alleged to constitute the unfair practice(s). Include specific facts, dates, names, addresses, place of occurrence, and other relevant facts. If additional space is needed, please continue on additional sheet(s).

See attachment

WHEREFORE, the Complainant respectfully requests the Pennsylvania Labor Relations Board to enter the charge upon the Docket of the said Board and to issue and cause to be served upon the Respondent above named a Complaint stating the charge(s) of unfair practice(s).

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : ss

On this 22nd day of September, 2016, before me, a Notary Public, in and for said County and State, personally appeared Amy L. Rosenberger who being duly sworn according to law, deposes and says that he/she is the person filing the foregoing CHARGE OF UNFAIR PRACTICE(S) and is aware of the contents hereof and that the matters and facts set forth herein are true and correct to the best of his or her knowledge, information and belief.

SWORN AND SUBSCRIBED TO before me the day and year first aforesaid.

Jean C. Rogers
Signature of Notary Public

Amy L. Rosenberger
Signature of Complainant or Representative

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JEAN C. ROGERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 26, 2018

FAILURE TO FILE AN ORIGINAL AND THREE (3) COPIES OF THE CHARGE AND ALL ACCOMPANYING EXHIBITS MAY CAUSE A DELAY IN PROCESSING.

Commonwealth of Pennsylvania | Pennsylvania Labor Relations Board | 651 Boas Street, Room 418 | Harrisburg, PA 17121-0750
717.787.1091 | Fax 717.783.2974 | www.dli.state.pa.us

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Equal Opportunity Employer/Program

Complainant, the Association of Pennsylvania State College and University Faculties ("APSCUF") is the certified exclusive bargaining agent for faculty at Pennsylvania's State System of Higher Education ("System"). APSCUF and the System were parties to a collective bargaining agreement that expired on June 30, 2015. For over two years, the parties have been bargaining for a successor agreement. The parties have made progress, reaching tentative agreements on a number of items, and narrowing the gap between them on others. However, they remain significantly divided on core economic issues of wages and benefits.

The System is aware that APSCUF's membership recently voted to authorize a strike, although no strike date was yet set. Since that time, the System has engaged in surface and regressive bargaining which, viewed in light of the totality of the circumstances, reveals that the System has not made a serious effort to resolve differences and reach a common ground. Instead, by purposely setting up obstacles to reaching agreement, and in fact reneging on proposals which would have moved the parties toward an agreement, the System has demonstrated its intent to thwart the public policy of promoting labor peace through collective bargaining. Additionally, it has done so in order to interfere in APSCUF members' exercise of their statutory right to strike.

By way of background, earlier this month, APSCUF's membership voted overwhelmingly to authorize a strike, should the parties not be able to reach agreement on a successor contract. In a patent effort to delay any strike, on September 19, the System submitted a request for factfinding to the Board, even though it missed the statutory deadline for doing so by a full two years. The same day, APSCUF proposed that the parties agree to resolve their contract dispute through voluntary binding interest arbitration, rather than fact finding.

Meanwhile, the parties continued to meet on September 19, 20 and 21. During bargaining on September 19 and 20, the parties had productive discussion on a number of outstanding proposals. However, each time that APSCUF proposed to resolve a set of issues on which the parties were for all intents and purposes agreed, or very close to agreement, the System either rejected the proposal outright or countered by conditioning any tentative agreement upon acceptance of a System demand which it knows will prevent agreement.

At approximately 1:30 p.m. September 21, 2016, APSCUF notified the System that, absent an agreement to proceed to binding interest arbitration or a full tentative agreement, APSCUF intended to call a strike no later than October 30, 2016. Later that afternoon, the System presented APSCUF with two regressive proposals. One purported to renege on tentative agreements that had been reached earlier in the week regarding compensation to faculty who teach over the summer, as well as incentive payments to faculty who teach at off-campus locations. The other involved the issue of retrenchment (in essence, furlough of tenured faculty). This proposal reneged on certain compromises that the System had made earlier in bargaining and reverted to a

position that was less than even its initial proposal on the issue, made many months ago.

Taken as a whole, the State System's conduct has evidenced a desire to avoid agreement, in violation of its duty to bargain in good faith with APSCUF. Further, its conduct is plainly designed to interfere, coerce and restrain employees in the exercise of their rights under PERA, including the right to engage in a strike, after two years of bargaining has failed to produce an agreement.