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Collective Bargaining Agreements

7-1-1978

Commonwealth of Pennsylvania and Association of Pennsylvania State College and University Faculties Addendum (1978)

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Commonwealth of Pennsylvania and Association of Pennsylvania State College and University Faculties Addendum (1978)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Missing Page 1

September 7, 1978

SUBJECT: APSCUF Salary Negotiations

OCT 2 1979 *JD*

TO: Presidents, State Colleges/University

FROM: Daniel J. DiLucchio *JD*
Chief, Division of Labor Relations

Negotiations held in accordance with Article XX of the current collective bargaining agreement between the Commonwealth of Pennsylvania and APSCUF have led to the attached agreement. As you will note, the wage settlement covers the academic years 1978-79, 1979-80 and 1980-81.

As soon as this agreement has been signed by all parties involved, I will forward such a copy to you.

Attachment

cc: Faculty Labor Relations Coordinators
Personnel Officers

APSCUF/COMMONWEALTH AGREEMENT
COVERING SALARIES FOR THE ACADEMIC YEARS
1978-1979, 1979-1980 and 1980-1981

This Agreement is entered into pursuant to the provisions of Article XX, Section A, of the current Collective Bargaining Agreement between the Association of State College and University Professors (APSCUF) and the Commonwealth of Pennsylvania which became effective on September 1, 1974. As a result of negotiations between the parties carried out in accordance with the terms of Article XX, Section A, the following agreement has been reached regarding salaries payable to Academic and Administrative Faculty Members in active pay status for the academic years 1978-1979, 1979-1980 and 1980-1981:

- (a) For the academic year 1978-1979, both Academic and Administrative Faculty Members shall have their salaries increased by 5.0 percent, approximately 3.0 percent of which shall be effective as of the start of the first pay period of the 1978-1979 academic year and approximately 2.0 percent of which shall be effective as of the eleventh pay period of the 1978-1979 academic year.
- (b) For the academic year 1979-1980, both Academic and Administrative Faculty Members shall have their salaries increased by 4.5 percent, which shall be effective as of the first pay period of the 1979-1980 academic year.

(c) For the academic year 1980-1981, both Academic and Administrative Faculty Members shall have their salaries increased by 4.5 percent, which shall be effective as of the first pay period of the 1980-1981 academic year.

Commensurate salary schedule adjustments shall be made at the appropriate times to accomplish the above noted salary increases.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed and sealed on _____, 1978.

COMMONWEALTH OF PENNSYLVANIA

ASSOCIATION OF STATE COLLEGE AND UNIVERSITY FACULTIES (APSCUF)

By _____
Milton J. Shapp
Governor

By _____
Richard Hazley
President, APSCUF

By _____
John D. Raup
Chief Negotiator

By _____
Ramelle McCoy
Chief Negotiator, Director

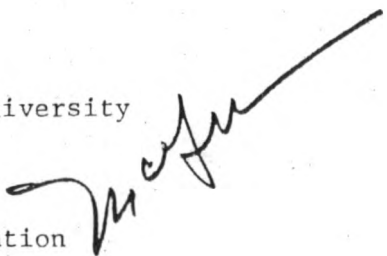
OCT 2 1979-98

August 11, 1978

SUBJECT: Amendments to the Current
APSCUF Agreement

TO: Presidents, State Colleges/University

FROM: Edward C. McGuire
Commissioner for Higher Education



As you will note from the attached, it has been agreed to by the Commonwealth and the Association of State College and University Faculties (APSCUF) that the provisions of Article XXVIII, Section B (Distinguished Faculty Awards--Exceptional Academic Services), and Exhibit B, Section I (Work Load Equivalents for Co-Curricular Duties--Work Load Equivalents to be Granted for Coaching Intercollegiate Sports) of the collective bargaining agreement, which became effective September 1, 1974, will be replaced by the attached amendments.

These amendments are effective immediately.

If you should have any questions regarding the implementation of these amendments, please contact the Division of Labor Relations (447-7470).

Attachments

cc: Faculty Labor Relations Coordinators
Personnel Officers
Regional Attorneys



AUG 4 1978

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE
OFFICE OF ADMINISTRATION

Mailing Address:

July 27, 1978

BUREAU OF LABOR RELATIONS
900 N. Sixth Street
Harrisburg, Pa. 17102

LETTER OF AGREEMENT

Professor Richard A. Hazley
President, APSCUF
319 N. Front Street
Harrisburg, PA. 17101

Dear Professor Hazley:

During recent discussions between the Commonwealth and the Association of State College and University Faculties (APSCUF), parties to a collective bargaining agreement which became effective September 1, 1974, it has been agreed that the provisions of Article XXVII, Section B (Distinguished Faculty Awards - Exceptional Academic Services), and Exhibit B, Section I (Work Load Equivalence Co-Curricular Duties - Work Load Equivalence To Be Granted For Coaching Inter-collegiate Sports), will be amended. Copies of those provisions as modified and agreed to by the Commonwealth and your Association are attached to this Letter of Agreement.

Would you kindly review these amended agreement provisions and indicate your Association's agreement to these amendments of the September 1, 1974, collective bargaining agreement by signing one copy of this letter as well as the first page of one copy of each of the amendments and returning those documents to me.

Yours truly,

Christ J. Zervanos
Director of Labor Relations

Richard A. Hazley, President
APSCUF

7-27-78
Date

cc: Hon. Caryl M. Kline
Dr. Edward McGuire

RECEIVED
AUG -2 1978
APSCUF

6.

Article XXVIII DISTINGUISHED FACULTY AWARDS

B. ACADEMIC SERVICES

1. Recognition of exceptional Academic Services shall be made at both the COMMONWEALTH and local COLLEGE levels through the designation annually of up to a maximum of eighteen (18) Exceptional Service Awards, which are to be awarded from the local campus, and a maximum of up to eight (8) of whom may also be awarded a Distinguished Academic Service Award which are to be awarded by the State-wide Commission.

2. Single payment cash awards of twenty-five hundred dollars (\$2,500) shall be made to each FACULTY MEMBER who is granted recognition as an Exceptional Service Winner for a given academic year. An additional single payment cash award of thirty-five hundred dollars (\$3,500) shall be made in a given academic year for an Exceptional Academic Service Winner who, in that year, is also awarded a Commonwealth Distinguished Academic Service Award.

3. A Distinguished Academic Service Award shall be awarded only to a FACULTY MEMBER who has been designated an Exceptional Academic Service Award Winner at a COLLEGE campus for the same academic year period.

4. Each COLLEGE shall be authorized to designate at least one (1) FACULTY MEMBER as an Exceptional Academic Service Award winner and is permitted to present an additional award of \$2,500 for every 200 faculty members and the maximum number of Exceptional Academic Service Awards at each COLLEGE for a given Academic year shall be as follows:

<u>ONE</u>	<u>TWO</u>	<u>THREE</u>
Bloomsburg	Edinboro	Indiana
California	West Chester	
Cheyney		
Clarion		
East Stroudsburg		
Kutztown		
Lock Haven		
Mansfield		
Millersville		
Shippensburg		
Slippery Rock		

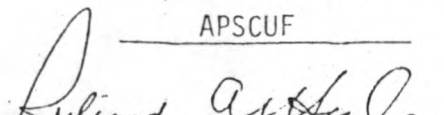
However, this shall not be interpreted as a mandate that each COLLEGE must designate an Exceptional Academic Service Award Winner for a given academic year.

5. The procedure for designating Commonwealth Exceptional Academic Service Award winners shall be as follows:

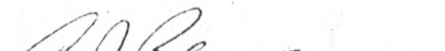
a. There shall be a Distinguished Faculty Awards Committee (which shall be the same committee established under Section A above) at each COLLEGE which shall be comprised of six (6) members including: the President of the

APSCUF

COMMONWEALTH


Richard A. Hazley, President

7.


Christ J. Zervanos

COLLEGE or his/her designee; the President of the local chapter of APSCUF or his/her designee; two (2) student representatives selected as determined by the COLLEGE Student Government Association; and two (2) members of COLLEGE faculties (other than those covered by this Agreement) who are considered to be distinguished teachers in institutions of higher learning having renown for an emphasis on teaching excellence.

b. A quorum of the Distinguished Faculty Awards Committee shall consist of four (4) members of the Committee.

c. A FACULTY MEMBER may not serve on the Distinguished Faculty Awards Committee if he/she is simultaneously seeking consideration for an award.

6. In the meetings of the Secretary of Education and APSCUF described in Article XXVIII, Section A, paragraph 6, the agenda shall also include:

a. The design of a process for preparing specifications for use by the Distinguished Faculty Awards Committees in making judgments concerning prospective proposals for academic services to be submitted by eligible FACULTY MEMBERS. The specifications must at least include requests for:

(1) A detailed statement of the specific outcomes that the FACULTY MEMBER anticipates will result from the academic services offered.

(2) A complete description of the forms of services to be supplied, including all methods and processes that will be used to achieve the specified outcomes.

(3) A comprehensive guide for use by a Distinguished Faculty Awards Committee to verify that the anticipated results have actually been accomplished. Both qualitative and quantitative indicators of success in supplying the specified academic services shall be included to the greatest extent useful to the verification process. Student participation shall be provided for in the verification of results.

7. The requirements expressed in Article XXVIII, Section A, paragraph (7), (8), and (9) are applicable here respectively.

8. Each Candidate so desiring shall, at the close of the academic year, request a study of the results of his/her accomplishments. By secret ballot, the campus Committee shall vote upon whether the anticipated academic service results have been achieved. If an affirmative vote of at least five (5) members of the campus Committee is recorded, the Successful Candidate shall be issued a "Certificate of Exceptional Academic Service" signed by the Committee members, the President of the COLLEGE, and the Secretary of Education, in addition to an award of \$2,500. The President and the Secretary shall be given a written summary of the meritorious service of each of the successful candidates. These reviews shall be completed by June 30.

9. The file of each of the Successful Candidates shall be submitted to the Distinguished Faculty Awards Commission described in Article XXVIII, Section A, paragraph "12".

10. The Commission shall meet during September and subsequent to the reviews of the files of the Commonwealth Teaching Fellows, the Commission shall review the exceptional academic accomplishments associated with the services performed by each FACULTY MEMBER who received an Exceptional Academic Service Award.

11. The Commission shall consider each file in accordance with a procedure determined by the Secretary, and the Commission may award up to a maximum of eight (8) Commonwealth Distinguished Academic Services Awards from among those FACULTY MEMBERS who received Exceptional Academic Service Awards at the close of the previous academic year. However, this shall not be interpreted as a mandate that any number of Commonwealth Distinguished Academic Services Awards must be presented in a given academic year.

12. Upon the completion of the work of the Commission on October 31, the Secretary of Education shall notify each FACULTY MEMBER having received an Exceptional Academic Service Award of the decision of the Commission. If a FACULTY MEMBER has been granted a Distinguished Academic Services Award, a "Certificate of Award" signed by the members of the Commission shall also be given. The decisions of the Distinguished Faculty Awards Commission shall be final and binding in all respects.

13. The Secretary of Education shall submit individual summaries of the exceptional accomplishments of each FACULTY MEMBER who received a Distinguished Academic Services Award to the Governor of the Commonwealth of Pennsylvania and to the officers of the State Board of Education and the Board of State College and University Directors, the Presidents of the State Colleges and University and the officers of their respective Boards of Trustees.

14. The single payment cash awards shall be paid no later than November 30.

EXHIBIT "B"

WORK LOAD EQUIVALENTS FOR CO-CURRICULAR DUTIES

1. WORK LOAD EQUIVALENTS TO BE GRANTED FOR COACHING INTERCOLLEGIATE SPORTS
(Expressed in percentages of Full-time Teaching Load)

	<u>Fall Term</u>	<u>Spring Term</u>
<u>ARCHERY</u>	-	25%
<u>BASEBALL</u>		
Head Coach	-	33-1/3%
Assistant Coach(es)	-	20%
<u>BADMINTON</u>	-	25%
<u>BASKETBALL</u>		
Head Coach	50%	25%
Assistant Coach(es)	25%	25%
<u>CROSS-COUNTRY</u>		
Head Coach	25%	-
Assistant Coach(es)	20%	-
<u>FIELD HOCKEY</u>		
Head Coach	50%	-
Assistant Coach(es)	25%	-
<u>FOOTBALL</u>		
Head Coach	50%	25%
Assistant Coach(es)	25%	25%
<u>GYMNASTICS</u>		
Head Coach	25%	25%
Assistant Coach(es)	20%	20%
<u>GOLF</u>		
Head Coach	-	25%
Assistant Coach(es)	-	20%
<u>LACROSSE</u>		
Head Coach	-	25%
Assistant Coach(es)	-	20%
<u>RIFLE</u>		
Head Coach	-	25%
<u>SOCCER</u>		
Head Coach	50%	-
Assistant Coach(es)	25%	-
<u>SOFTBALL</u>		
Head Coach	-	33-1/3%
Assistant Coach(es)	-	20%

APSCUF

COMMONWEALTH

Richard A. Hazley
Richard A. Hazley, President

Richard A. Hazley

	<u>Fall Term</u>	<u>Spring Term</u>
<u>JUDO</u>		
Head Coach	-	25%
<u>SQUASH</u>		
Head Coach	25%	-
Assistant Coach(es)	20%	-
<u>SWIMMING</u>		
Head Coach	25%	25%
Assistant Coach(es)	20%	20%
<u>TENNIS</u>		
Head Coach	-	25%
Assistant Coach(es)	-	20%
<u>TRACK - WINTER</u>		
Head Coach	25%	-
Assistant Coach(es)	20%	-
<u>TRACK - SPRING</u>		
Head Coach	-	33-1/3%
Assistant Coach(es)	-	25%
<u>WRESTLING</u>		
Head Coach	50%	25%
Assistant Coach(es)	25%	20%
<u>TRAINER</u>		
Head	50%	25%
Assistant	20%	20%
<u>VOLLEYBALL</u>		
Head Coach	-	25%
Assistant Coach(es)	-	20%
<u>DIRECTOR OF INTRAMURALS</u>	25%	25%
<u>DIRECTOR OF EQUAL OPPORTUNITY IN SPORTS</u>	25%	25%

For the purpose of this exhibit, an intercollegiate sport is defined as a sport that is recognized by the college President as having varsity or junior varsity status and whose teams engage in competition with similar teams at other institutions.

If any intercollegiate sport as defined in the first paragraph above is established by a COLLEGE, a work load equivalent of 25% will be granted for the head coach of that sport.

Should the President or his/her designee decide, based on comparability of sport, and/or based on the existence of an inequitable opportunity for participation in the intercollegiate sport program--as defined by the Final Title IX Implementing Regulations, that there is a need for an assistant coach in any intercollegiate sport sponsored by the college, a work load equivalent of 20% will be granted for the assistant coach of that sport.

The President or his/her designee shall have the right to vary up or down all or any of the above percentages by as much as 20% of the percentages listed. In addition, the President or his/her designee shall have the additional flexibility of changing the percentages in a particular term, so long as a deficit in one term is made up on the other. As an example, a head football coach is listed as being entitled to a 50% work load equivalent in the fall term and a 25% work load equivalent in the spring term. In the event he/she performs such duties in both terms, the President or his/her designee has two (2) options, as follows: (1) he/she can reduce or increase each or both percentages by 20% of that which is listed--10% in the fall term and 5% in the spring term; or (2) he/she may, with respect to those amounts, grant even less in the fall term, so long as the deficit is made up in the spring, or grant more in the fall term, so long as the spring amount is appropriately reduced.

OCT 2 1979

COMMONWEALTH OF PENNSYLVANIA
ACADEMIC FACULTY PAY SCHEDULE
EFFECTIVE AUGUST 25 , 1979
SCHEDULE Q

Pay Range Number	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Q 01 Substitute Hourly ¹	8.52	8.93	9.38	9.82	10.30	10.82	11.35
Librarian Hourly ²	9.13	9.57	10.05	10.52	11.04	11.59	12.16
Regular Biweekly ³	638.83	669.74	703.22	736.69	772.76	811.40	851.31
Distributed Biweekly ⁴	491.41	515.18	540.94	566.68	594.43	624.15	654.35
Academic Annual ⁵	12,776.60	13,394.80	14,064.40	14,733.80	15,455.20	16,228.00	17,026.20
Q 02 Substitute Hourly	10.30	10.82	11.35	11.92	12.50	13.12	13.75
Librarian Hourly	11.04	11.59	12.16	12.77	13.39	14.06	14.74
Regular Biweekly	772.76	811.40	851.31	893.80	937.58	983.94	1,031.58
Distributed Biweekly	594.43	624.15	654.85	687.54	721.22	756.88	793.52
Academic Annual	15,455.20	16,228.00	17,026.20	17,876.00	18,751.60	19,678.80	20,631.60
Q 03 Substitute Hourly	12.50	13.12	13.75	14.44	15.16	15.92	16.71
Librarian Hourly	13.39	14.06	14.74	15.47	16.25	17.05	17.90
Regular Biweekly	937.58	983.94	1,031.58	1,083.09	1,137.17	1,193.83	1,253.06
Distributed Biweekly	721.22	756.88	793.52	833.15	874.75	918.33	963.89
Academic Annual	18,751.60	19,678.80	20,631.60	21,661.80	22,743.40	23,876.60	25,061.20
Q 04 Substitute Hourly	15.16	15.92	16.71	17.53	18.41	19.32	20.23
Librarian Hourly	16.25	17.05	17.90	18.78	19.72	20.70	21.73
Regular Biweekly	1,137.17	1,193.83	1,253.06	1,314.87	1,380.54	1,448.79	1,520.90
Distributed Biweekly	874.75	918.33	963.89	1,011.44	1,061.95	1,114.45	1,169.91
Academic Annual	22,743.40	23,876.60	25,061.20	26,297.40	27,610.80	28,975.80	30,418.00

COMMONWEALTH OF PENNSYLVANIA
ACADEMIC FACULTY PAY SCHEDULE
EFFECTIVE AUGUST 25, 1979
SCHEDULE Q

Footnotes

1. The Substitute Hourly rate is applicable to substitute faculty. This rate is derived by dividing the Regular Biweekly by 75 and rounding to the nearest cent.
2. The Librarian Hourly rate is applicable to librarians for overload pay. This rate is derived by dividing the Regular Biweekly by 70 and rounding to the nearest cent.
3. The Regular Biweekly rate is the base rate. This rate is applicable to faculty who work an academic year consisting of 20 pay periods and receive 20 biweekly pay checks, and faculty on twelve month contracts.
4. The Distributed Biweekly rate is applicable to faculty who work an academic year consisting of 20 biweekly pay periods but receive 26 biweekly pay checks. This rate is derived by dividing the Academic Annual by 26 and rounding to the nearest cent.
5. The Academic Annual rate is applicable to full-time faculty employed for an academic year consisting of 20 biweekly pay periods. This rate is derived by multiplying the Regular Biweekly by 20.

COMMONWEALTH OF PENNSYLVANIA
 ADMINISTRATIVE FACULTY PAY SCHEDULE
 EFFECTIVE AUGUST 25, 1979
 SCHEDULE U

Pay Range Number	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step G+1
U 38 Hourly ¹	7.89	8.26	8.65	9.04	9.47	9.94	10.40	10.88
Regular Biweekly ²	591.75	619.50	648.75	678.00	710.25	745.50	780.00	816.00
Distributed Biweekly ³	455.19	476.54	499.04	521.54	546.35	573.46	600.00	627.69
Academic Annual ⁴	11,835.00	12,390.00	12,975.00	13,560.00	14,205.00	14,910.00	15,600.00	16,320.00
Approximate Annual ⁵	15,433.	16,157.	16,919.	17,682.	18,523.	19,443.	20,342.	21,281.
U 42 Hourly	9.47	9.94	10.40	10.88	11.42	11.95	12.53	13.11
Regular Biweekly	710.25	745.50	780.00	816.00	856.50	896.25	939.75	986.25
Distributed Biweekly	546.35	573.46	600.00	627.69	658.85	689.42	722.88	758.65
Academic Annual	14,205.00	14,910.00	15,600.00	16,320.00	17,130.00	17,925.00	18,795.00	19,725.00
Approximate Annual	18,523.	19,443.	20,342.	21,281.	22,338.	23,374.	24,509.	25,721.
U 46 Hourly	11.42	11.95	12.53	13.15	13.77	14.40	15.11	15.84
Regular Biweekly	856.50	896.25	939.75	986.25	1,032.75	1,080.00	1,133.25	1,188.00
Distributed Biweekly	658.85	689.42	722.88	758.65	794.42	830.77	871.73	913.85
Academic Annual	17,130.00	17,925.00	18,795.00	19,725.00	20,655.00	21,600.00	22,665.00	23,760.00
Approximate Annual	22,338.	23,374.	24,509.	25,721.	26,934.	28,166.	29,555.	30,983.
U 50 Hourly	13.77	14.40	15.11	15.84	16.63	17.42	18.28	19.11
Regular Biweekly	1,032.75	1,080.00	1,133.25	1,188.00	1,247.25	1,306.50	1,371.00	1,437.75
Distributed Biweekly	794.42	830.77	871.73	913.85	959.42	1,005.00	1,054.62	1,105.96
Academic Annual	20,655.00	21,600.00	22,665.00	23,760.00	24,945.00	26,130.00	27,420.00	28,755.00
Approximate Annual	26,934.	28,166.	29,555.	30,983.	32,528.	34,074.	35,756.	37,497.

COMMONWEALTH OF PENNSYLVANIA
ADMINISTRATIVE FACULTY PAY SCHEDULE
EFFECTIVE AUGUST 25, 1979
SCHEDULE U

Page 2 of 2

Footnotes

1. The Hourly rate is the base rate applicable to all administrative faculty.
2. The Regular Biweekly rate is applicable to faculty who work an academic year consisting of 20 biweekly pay periods and receive 20 biweekly pay checks, and faculty employed for a regular calendar year. This rate is derived by multiplying the hourly rate by 75.
3. The Distributed Biweekly rate is applicable to faculty who work an academic year consisting of 20 biweekly pay periods but receive 26 biweekly pay checks. This rate is derived by dividing the academic annual rate by 26 and rounding to the nearest cent.
4. The Academic Annual rate is applicable to full-time faculty employed for an academic year consisting of 20 biweekly pay periods. This rate is derived by multiplying the regular biweekly rate by 20.
5. The Approximate Annual rate is applicable to faculty employed for a regular calendar year. This rate is derived by multiplying the regular biweekly rate by 26.08 and rounding to the nearest dollar.