

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

AGREEMENT

BETWEEN

HARRISBURG AREA COMMUNITY COLLEGE (HACC)

AND

**HARRISBURG AREA COMMUNITY COLLEGE EDUCATION
ASSOCIATION (HACCEA)/**

PENNSYLVANIA STATE EDUCATION ASSOCIATION (PSEA)/

NATIONAL EDUCATION ASSOCIATION (NEA)

**Effective
July 1, 2025**

Color Index:

Green = Common Understanding

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

Red = Proposed by the College Oct. 30, 2025

TABLE OF CONTENTS

[PREAMBLE](#)

[ARTICLE I - DEFINITIONS](#)

[ARTICLE II – COLLEGE PROVIDED INFORMATION](#)

[ARTICLE III – TERM OF AGREEMENT](#)

[ARTICLE IV – PRINTING/ELECTRONICALLY POSTING AND DISTRIBUTION OF AGREEMENT](#)

[ARTICLE V – STATUTORY SAVINGS](#)

[ARTICLE VI – ASSOCIATION RIGHTS AND RECOGNITION](#)

[ARTICLE VII – MANAGEMENT RIGHTS](#)

[ARTICLE VIII – NON-DISCRIMINATION](#)

[ARTICLE IX – DEPARTMENT CHAIRS](#)

[ARTICLE X – ADJUNCT BARGAINING UNIT EMPLOYEES PAY](#)

[ARTICLE XI – PROBATIONARY EMPLOYMENT PERIOD](#)

[ARTICLE XII – WORK YEAR](#)

[ARTICLE XIII – IMPLEMENTATION OF SALARY INCREASES](#)

[ARTICLE XIV – TRAVEL REIMBURSEMENT](#)

[ARTICLE XV – PROVIDING BARGAINING UNIT EMPLOYEES EQUIPMENT AND TECHNOLOGY](#)

[ARTICLE XVI – VACANCIES](#)

[ARTICLE XVII – COMPLIANCE TRAINING](#)

[ARTICLE XVIII – INCOMPLETE GRADING PAY](#)

[ARTICLE XIX – PAID PROFESSIONAL ASSIGNMENTS \(PPA\)](#)

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

[ARTICLE XX – COURSE SCHEDULING](#)

[ARTICLE XXI – MAXIMUM CLASS SIZE](#)

[ARTICLE XXII – BARGAINING UNIT EMPLOYEE EVALUATION PROCESS](#)

[ARTICLE XXIII – EMPLOYEE SAFETY](#)

[ARTICLE XXIV -TENURE TRACK BARGAINING UNIT EMPLOYEES' APPOINTMENTS AND TENURE DECISION](#)

[ARTICLE XXV – GRIEVANCE PROCEDURE](#)

[ARTICLE XXVI – SEPARABILITY/SEVERABILITY CLAUSE](#)

[ARTICLE XXVII – DISCHARGE, SUSPENSION AND DISCIPLINE](#)

[ARTICLE XXVIII – SEPARATION](#)

[ARTICLE XXIX – RETRENCHMENT AND RECALL](#)

[ARTICLE XXX – RETIREMENT, RESIGNATION AND EMERITUS STATUS](#)

[ARTICLE XXXI – SABBATICAL LEAVE](#)

[ARTICLE XXXII – LONG TERM DISABILITY](#)

[ARTICLE XXXIII – BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT \(AD&D\) INSURANCE](#)

[ARTICLE XXXIV – EMPLOYEE ASSISTANCE PROGRAM \(EAP\)](#)

[ARTICLE XXXV – SEPARATION PAYMENTS](#)

[ARTICLE XXXVI – LABOR MANAGEMENT MEETINGS](#)

[ARTICLE XXXVII – PERSONNEL FILE](#)

[ARTICLE XXXVIII – NO STRIKE/NO LOCK-OUT](#)

[ARTICLE XXXIX – INTELLECTUAL PROPERTY](#)

[ARTICLE XL – BENEFITS](#)

[ARTICLE XLI – WORK-RELATED INJURIES](#)

[ARTICLE XLII – RETIREMENT MATCHING](#)

[ARTICLE XLIII – BARGAINING UNIT LEAVE](#)

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

[ARTICLE XLIV – TUITION REIMBURSEMENT](#)

[ARTICLE XLV – ACADEMIC FREEDOM](#)

[ARTICLE XLVI – MISCELLANEOUS PROVISIONS](#)

[ARTICLE XLVII – TERM OF AGREEMENT](#)

PREAMBLE (4/15/25)

This Agreement entered into by HACC, hereinafter referred to as the College, and the Harrisburg Area Community College Education Association/ Pennsylvania State Education Association (PSEA)/National Education Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Union and the College, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for faculty represented by the PSEA.

ARTICLE I - DEFINITIONS

Terms	Definition
Agreement	The Collective Bargaining Agreement negotiated between the College and the Association. (6/7/23)
Association or Union	HACCEA/PSEA/NEA (6/7/23)
Bargaining Unit	The Association is recognized as the exclusive representative for collective bargaining purposes for Employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated April 22, 2022, more specifically referred to as PERA-R-20-306-E. The Unit shall be defined as follows:

	All full-time Adjunct teaching Faculty including only senior professors that hold the rank as of the date of the contract, professors, associate professors, assistant professors, instructors, department chairs, librarians, including adjunct librarians, direct instructional support adjuncts, and program and campus directors with academic rank, health science lab instructors, and adjunct Faculty, excluding adjunct Faculty who have not been employed for two (2) of the past six (6) terms (excluding winter sessions); and excluding non-Faculty professional employees, College in the High School teachers, instructors limited only to non-credit workforce related courses, management level employees, supervisors, first-level supervisors and guards as defined in the Act. (4/4/24)
Board	The Board of Trustees of the Harrisburg Area Community College. (4/4/24)
Business Days	Monday through Friday except for legal holidays and the days the College is closed (the summer schedule between Monday through Thursday). (6/7/23)
CBA	Collective Bargaining Agreement (4/4/24)
College	Harrisburg Area Community College, one of 15 public Pennsylvania Community Colleges and the employer. (4/4/24)
Employee status	Full-time (9.5 month or 12 month) and adjunct (9/11/25)
Grievant	A Faculty member, a group of Faculty, or the Association filing a grievance. (4/4/24)
PLRB	Pennsylvania Labor Relations Board. (4/4/24)

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

PSEA/NEA	Pennsylvania State Education Association/National Education Association. (4/24/24)
Rank	Title of "Instructor," "Assistant Professor," "Associate Professor," or "Professor," or Title of "Senior Professor." is grandfathered for Bargaining Unit members who held the title at the signing date of this CBA. (4/15/25)
Seniority	Full-time Bargaining Unit employees accrue seniority based on their start date as a full-time tenure-track employee. (10/17/25)

ARTICLE II - COLLEGE PROVIDED INFORMATION

The College shall make available to the Union, upon its request and within a reasonable time but no later than 45 calendar days thereafter, such statistical and financial information related to the Bargaining Unit and in the possession of the College as is necessary for the implementation of this Agreement and for the negotiations of a successor agreement. Under unusual circumstances, the College may issue a notice extending for not more than ten (10) business days, the period during which it shall respond to such a request. The College will make every effort to ensure the information is accurate. (4/15/25)

It is understood that nothing in this provision shall be construed to require the College to compile information and statistics in the form requested if not already available in that form, unless mutually agreed. (6/7/23)

ARTICLE III - TERM OF AGREEMENT

A. This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2029.

B. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. (Memorandum of Understanding/Memorandum of Agreement) (1/31/24)

C. All understandings and/or agreements, shall be reduced to writing, signed by both parties, and made part of this agreement. (1/31/24)

ARTICLE IV - PRINTING/ELECTRONICALLY POSTING AND DISTRIBUTION OF AGREEMENT

A. This agreement shall be printed by the Association as necessary. (6/7/23)

B. This agreement shall be electronically posted on the Faculty Tab or comparable link within the myHACC portal. (4/15/25)

C. The Association is entitled to the use of College facility and grounds usage as would any other group seeking access. The College will approve or disapprove of the request using the same standards and factors as it would use for any other group. (2-27-24)

ARTICLE V - STATUTORY SAVINGS

This Collective Bargaining Agreement (CBA) incorporates by reference such rights as may exist under the Act 195 of 1970, as amended, and all other state and federal laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. (6/7/23)

ARTICLE VI – ASSOCIATION RIGHTS AND RECOGNITION

A. HACC EA RECOGNITION

1. The Association is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated April 22, 2022, more specifically referred to as PERA-R-20-306-E. The Union shall be defined as follows:

All full-time and regular part-time teaching faculty including senior professors, professors, associate professors, assistant professors, department chairs, instructors, librarians, including adjunct librarians, direct instructional support adjuncts, and program and campus directors with academic rank, health science lab instructors, and adjunct faculty, excluding adjunct faculty who have not been employed for two (2) of the past six (6) terms (excluding winter sessions); and excluding non-faculty professional employees, college in the high school teachers, instructors limited only to non-credit workforce related courses, management-level employees, supervisors,

first-level supervisors and guards as defined in the Act.
(6/7/23)

2. The term “Bargaining Unit Employee” when used in this Agreement is defined as those persons falling within the classifications covered by the certification referred to in Section 1 of this Article. It may be necessary to identify specific employment status other than “employee.” (2/27/24)

3. No other agreement, understanding, consideration or interpretation which alters, varies, waives or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees within the Association’s Bargaining Unit by the College or any of its agents or representatives, unless it has been made with, ratified, and agreed to in writing by the Association. (6/7/23)

B. HACC EA SECURITY

1. Each Employee who, on the effective date of this Agreement, is a member of the Association, and each Employee who becomes a member after that date shall maintain their membership in the Association, provided that such Employee may resign from the Association by providing to the Association President notice of withdrawal in writing. (1-31-24)

2. The Association President or Designee shall be provided the name, rank (Adjunct or full-time), salary, and all available contact information of any new Bargaining Unit employee within thirty (30) calendar days of the Bargaining Unit employee’s start date of employment or transfer to a new position. (4/15/25)

3. The College shall provide a complete and accurate list of bargaining unit members no later than thirty (30) calendar days after the latest starting part of Fall Term (e.g. second 7-week term); within thirty (30) calendar days of the latest

starting part of Spring Term (e.g. second 7-week term); and no later than thirty (30) calendar days of the latest starting part of Summer Term (e.g. second 6-week term). The list shall include the Bargaining Unit employee's first and last name; discipline (if applicable); rank; employee status (full-time, Adjunct, 9.5 month or 12 month); department; and date of initial hire in their current employee status, either as an Adjunct Faculty, or first date of hire in a full-time Faculty position. (4/15/25)

ARTICLE VII - MANAGEMENT RIGHTS

A. All the rights and responsibilities of the College that have not been specifically provided for in this Agreement, shall be retained as the sole discretion of the College and, except as modified by this Agreement. Such rights and responsibilities shall include but shall not be limited to:

1. The right to direct employees; to determine qualifications, evaluation and hiring criteria; to determine work expectations and standards of conduct, to determine class sizes, location of work assignments, class schedules and instructor assignments; the right to maintain final approval on Bargaining Unit employee qualification to teach a program or class; to decide whether or not a particular course should be offered; the modality of the course, and whether or not it should be canceled; to establish the academic calendar; to hire, recruit, posting of positions, appoint Bargaining Unit employee to a nonunion role with the agreement of the Bargaining Unit employee; assign, retain, layoff, recall and transfer employees; and to discipline, suspend or discharge a Bargaining Unit employee for proper cause subject to the provisions of this Agreement; (10/29/25)
2. The right to determine the amount for release time assigned is at the sole discretion of the College; (10/29/25)
3. The right to engage in subcontracting only when the College has determined that no qualified Bargaining Unit employee possesses the requisite skills or capacity to perform the available work. In addition, subcontracting will not result in the

layoff of full-time Bargaining Unit employees. The College shall provide advance notice before engaging in any subcontracting arrangement. This notification shall include a description of the work to be subcontracted. (4/15/25)

4. The right to determine the degrees, programs and curriculum to be offered; to determine how and by whom instruction is delivered; to introduce new methods of instruction; and to exercise sole authority on all decisions involving academic matters;
5. The right to take such action as necessary to maintain the efficiency of the College's operation; to expand and contract the College and its operations and business by acquisition, sale, merger or other means; to establish, modify, combine or eliminate any division, unit, operation or service or portion, to alter, extend, or discontinue existing equipment, facilities, and location of operations; (4/15/25)
6. The right to determine the number and type of faculty and other personnel by which the College operations are to be conducted. Matters of inherent managerial policy are reserved exclusively to the College, including but not limited to the right to determine the organizational structure and the overall budget and budgetary and financial procedures utilized; and the utilization of technology; (4/15/25)
7. The right to take such actions as may be necessary to carry out the mission of the College in case of unforeseen emergencies, thereafter provide the Association notification as soon as possible; and (10/29/25)
8. The right to make rules, regulations, and policies consistent with the provisions of this Agreement. The CBA supersedes the Shared Governance Policies (SGP) and Handbooks where there is a direct conflict between the CBA and the SGP. (4/15/25)

B. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any

such rights by the College. (4/15/25)

- C. No action taken by the College with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.
- D. Full-time Bargaining Unit employees who are listed in Appendix XX as 100% online faculty shall be “grandfathered” for their in-load schedule assignments only. All other duties and expectations are equivalent for all other full-time Bargaining Unit employee expectations (e.g. attending graduation ceremonies, week 0, and other in-person obligations). If there are not sufficient 100% online classes available to fill their contractual load, the Bargaining Unit employee will be assigned a different modality or can choose to be retrenched. The “grandfathered” status applies only to the Bargaining Unit employee, and does not imply any hiring for the vacated position would be guaranteed the same 100% online status.

ARTICLE VIII– NON-DISCRIMINATION

Both the College and the Association agree not to discriminate against any employee regardless of actual or perceived race, color, age, creed, religion, sex, sexual orientation, gender identity or expression, ancestry, national origin, ethnicity, marital status, pregnancy, handicap, disability, veteran status, genetic information, union membership, political affiliation or belief, or any other trait protected by applicable law or ordinance. (6/7/23)

ARTICLE IX -- DEPARTMENT CHAIRS

A. The appointment and duration of the Department Chair is at the discretion of the College. If selected from faculty, additional compensation will be provided, as outlined below, and the amount shall be increased by the overall percentage increase provided to full-time Bargaining Unit employees and such increase shall be applied starting in the 2026-2027 contract year.

1. \$18,000 per year for a 9.5 month Bargaining Unit employee.

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

2. \$5,000 per year for a 12 month Bargaining Unit employee.

B. Qualified internal full-time faculty are the preferred hire for Department Chairs. (9/11/25)

C. Internal candidates for Chair must be qualified tenured faculty or tenure-track faculty from the department. Tenure track candidates must have at least two years of full-time teaching experience at HACC with positive end of year evaluations to qualify.

If no eligible faculty member in the department is identified by the College, the College may appoint a Chair from any department. Tenure-track candidates must have at least two years of full-time teaching experience at HACC with positive end of year evaluations to qualify.

If no eligible faculty member internal to the College is identified, the College reserves the right to open an external search for a tenure-track faculty member to serve as chair. Selection and appointment of the department chair is solely at the discretion of the College. (9/11/25)

~~In Reference to Article X and Article XIII~~

~~Union would pick one:~~

~~a. Art. XIII Implementation of Salary Increases change from 9.1% to 9.28%~~

~~OR~~

~~b. Art. X Adjunct Bargaining Unit Employee Pay from \$1374 to \$1400 (\$36.64 to \$37.33).~~

ARTICLE X - ADJUNCT BARGAINING UNIT EMPLOYEES PAY

Adjunct Bargaining Unit employees shall be paid at the following rates:

	Credit Hour/Workload Rate	Hourly Rate

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

Adjunct Bargaining Unit employees teaching non-Nursing lecture or clinicals	\$1400.00 \$1374.00 see reference above	\$37.33 \$36.64 see reference above
Full-time Bargaining Unit employee overload rate for non-Nursing lecture or clinicals		
Nursing adjunct faculty clinicals	\$1,491.00	\$58.47
Nursing adjunct faculty skills lab	\$1,267.00	\$49.68

All Adjunct Bargaining Unit employees will be compensated at the listed Credit hour/Workload rate.

- A. Adjunct Bargaining Unit employees shall receive a 3.00% across-the board increase, effective July 1, 2026.
- B. Adjunct Bargaining Unit employees shall receive a 3.00% across-the board increase, effective July 1, 2027.
- C. Adjunct Bargaining Unit employees shall receive a 3.00% across-the board increase, effective July 1, 2028.

ARTICLE XI - PROBATIONARY EMPLOYMENT PERIOD (4/15/25)

- A. The probation for full-time tenure track Bargaining Unit employees consists of annual appointments over four (4) years. The performance of full-time tenure-track Bargaining Unit employees shall be evaluated annually in order to be considered for reappointment. The full-time Bargaining Unit employees will be reviewed for tenure recommendation during their fourth year of tenure process. Time spent on leave of absence by full-time tenure-track Bargaining Unit employees shall not be

included in determining entitlement to appointment with tenure.

B. The Association shall represent probationary full-time Bargaining Unit employees for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of employment; but a probationary employee may be discharged or disciplined for any reason deemed proper by the College without recourse to the grievance procedure.

ARTICLE XII - WORK YEAR

A. Full-time Bargaining Unit employees

1. The work year for full-time Bargaining Unit employees may be either an academic year (9.5 month) or full year (12 month) period. When hiring new Bargaining Unit employees, the determination as to the work year of such appointment is at the sole discretion of the College. (4/15/25)
2. Bargaining Unit employees shall not be required to work on days when the College is closed. (6/7/23)

B. For academic year full-time (9.5 month) Bargaining Unit employees:

1. Fall semester-the first workday shall be the Monday of the week before the week which starts classes for students. The final work day shall be close of business on the final date for which grades are due. (4/15/25)
2. Spring semester- the first workday shall be the Monday of the week before the week which starts classes for students. The final work day shall be close of business on the final date for which grades are due. (4/15/25)

C. For full-year full-time (12-month) Bargaining Unit employees the work year shall be July 1st to June 30th each year. (4/15/25)

D. Adjunct Faculty:

The first workday shall be the first student day of the Fall and Spring semester in the part of term in which the Adjunct Faculty member is teaching or scheduled (7/9/25). The final workday for Adjunct Faculty

shall be close of business on the final date grades are due in the Fall and Spring semester. (4/15/25)

E. Academic year Bargaining Unit employees (9.5 month) and Adjunct Bargaining Unit employees teaching credit courses (7/9/25) shall not work during Fall break and mid-term break, except for a professional development day and/or a day previously established as a grading deadline for mid-term grades or first half-semester course final grades. (4/15/25) Adjunct Librarians may be scheduled to work during Fall and mid-term breaks and professional development days. (7/9/25)

F. Summer and Winter semesters academic year Bargaining Unit employees (9.5 month) and (7/9/25) Adjunct Faculty the first work day shall be the first student day in the part of term in which the Bargaining Unit employee is teaching or scheduled (7/9/25). The final work day shall be close of business on the day grades are due for the term. (4/15/25)

G. Bargaining Unit Employee Pay Hours

1. Base pay teaching load for academic-year (9.5 month), full-time Bargaining Unit employees shall be fifteen (15) workload hours per semester (fall and spring) or thirty (30) workload hours per work per year. At the discretion of the College, the Bargaining Unit employee may be permitted to teach a winter term course as part of their required spring workload. (4/15/25)
2. Base pay for full year, full-time (12 month) Bargaining Unit employees shall be fifteen (15) workload hours in each of fall and spring semesters and twelve (12) hours during the summer or forty-two (42) pay hours annually. (4/15/25)
3. Overload assignments shall be at the discretion of the College. Full-time Bargaining Unit employees in good standing may be assigned to teach up to six credits per fall and spring semester above their full-time workload and if courses are available. Overloads beyond six credits per fall and spring semester must be approved by the CAO.
4. Full-time Library Faculty – Shall work 37.5 hours per week to cover all Faculty responsibilities. (6-7-23)

H. Exception to Standard for Determining Bargaining Unit Employees Pay Hours

1. Bargaining Unit employees shall be paid a prorated amount per student at the established tier rate for independent studies and field experiences. Private lessons are paid at an established flat rate. (4/15/25)

I. Full-time Bargaining Unit Employees Overload Pay

1. Full-time Bargaining Unit employees teaching overloads shall be compensated at the established adjunct tier rate. (4/15/25)

NEW ARTICLE – PRIMARY WORK LOCATION

Full-time Bargaining Unit employees shall have priority in class and workload assignment based on their primary work location. Primary work location is the assigned location where the Bargaining Unit employee was hired or where Bargaining Unit employees maintain over 50% of their inload teaching (or other duties as defined by position) as of June 30, 2019.

In the case where no courses are available at the primary work location, management will assign the Bargaining Unit employee available classes at the nearest location to ensure workload is met. If there are insufficient courses for a Full-Time Bargaining Unit employee to maintain a full teaching load, retrenchment may occur.

~~In Reference to Article X and Article XIII~~

~~Union would pick one:~~

- ~~a. Art. XIII Implementation of Salary Increases change from 9.1% to 9.28%~~
- ~~OR~~
- ~~b. Art. X Adjunct Bargaining Unit Employee Pay from \$1374 to \$1400 (\$36.64 to \$37.33).~~

ARTICLE XIII–IMPLEMENTATION OF SALARY INCREASES

A. Salary increases for full-time Bargaining Unit employees shall take effect

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

July 1st or beginning of the Fall Semester of each year as follows:

1. FY 2025-26, **9.28%** ~~see reference above~~
2. FY 2026-27, 3.00%
3. FY 2027-28, 3.00%
4. FY 2028-29, 3.00%

B. The minimum base annual salary for full-time 9.5 month Bargaining Unit employees shall be

1. **\$50,000** ~~\$52,000~~ as of July 1, 2025, or **9.28%** ~~, see reference,~~ increase over the 2023-2024 base salary, whichever is greater
2. **\$51,000** ~~\$53,000~~ as of July 1, 2026
3. **\$52,000** ~~\$54,000~~ as of July 1, 2027
4. **\$53,000** ~~\$55,000~~ as of July 1, 2028

C. The minimum base annual salary for full-time 12 month Bargaining Unit employees shall be

1. **\$60,000** ~~\$63,000~~ as of July 1, 2025, or **9.28%** ~~, see reference,~~ increase over the 2023-2024 base salary, whichever is greater
2. **\$61,000** ~~\$64,000~~ as of July 1, 2026
3. **\$62,000** ~~\$65,000~~ as of July 1, 2027
4. **\$63,000** ~~\$66,000~~ as of July 1, 2028

D. The College may, in its discretion and without bargaining with the Union, offer individual Bargaining Unit employees salary adjustments as retention, market, and equity adjustments. These increases are not subject to the grievance process. The College will meet and discuss with the Union any adjustments. (10/29/25)

E. The following increases will be added to the base salaries of full-time Bargaining Unit employees: 1. \$500 for the attainment of an associate, bachelor or master's degree beyond what is required in the minimum qualifications for the job. 2. \$500 for the attainment of the College-approved ABD (all but dissertation) and an additional \$1,500 for the attainment of the College-approved Doctorate degree.

The granting of these payments is subject to being job-related and relevant, as determined by the College, and receiving prior approval of the College. (5/21/2025)

F. Bargaining Unit employees who are approved for rank/promotion changes receive a ~~\$1,150~~ ~~\$2,000~~ increase to base salary. Bargaining Unit employees who were approved for rank/promotion changes during the 2022-2023 and 2023-2024 contract years, which were to take effect during the 2024-2025 contract year, shall have ~~\$1,150~~ ~~two thousand dollars (\$2,000)~~ added to their 2024-2025 salary and then the recommended increase shall be added. Applicable rank/promotion increases will continue through the term of the CBA. (6/18/2025)

1. ~~Those full time Bargaining Unit employees who are ranked as "Senior Professors" at the time of Ratification, shall retain their rank as a "Senior Professor" and shall be Grandfathered into the "Senior Professor" rank for the duration of their employment with the College. No Bargaining Unit employee shall be permitted to move to "Senior Professor" following the Ratification of the Agreement.~~
2. Full-time Bargaining Unit Employees may apply for a promotion in rank (Instructor to Assistant Professor or Assistant Professor to Associate Professor) after five years in the rank.
3. Full-time Bargaining Unit Employees may apply for a promotion in rank (~~Assistant Professor to Associate Professor~~ ~~or Associate Professor to Professor~~) after ~~six~~ eight years in the rank.
4. Full-time Bargaining Unit Employees may apply for a promotion in rank Professor to Senior Professor after twelve years in the rank.

G. In the event that the College does not receive or there is a decrease of 10% or greater in its annual appropriation, compared to the prior fiscal year, from the Pennsylvania General Assembly, or in the event that there is a decrease of 5% or greater in College's enrollment compared to the prior fiscal year, the Union will be provided notice and agrees to bargain with the College over whether there shall be a reduction or

non-implementation of the salary increase set forth above in the applicable fiscal year. The parties agree that bargaining may result in a decision to either reduce or not implement the increase set forth above in the applicable fiscal year, or any other decisions agreed by the parties. Such bargaining shall be concluded within thirty (30) calendar days following notice to the Union. (9/11/25)

ARTICLE XIV- TRAVEL REIMBURSEMENT (4/15/25)

All Bargaining Unit employees, when directed by the College, and are required to travel as a part of employment, and exclusive of the employee's normal drive between their residence and a HACC campus, shall be reimbursed for all actual miles driven, as well as any applicable tolls or parking costs. The rate of reimbursement will be the standard IRS reimbursement rate at the time of the travel.

ARTICLE XV - PROVIDING BARGAINING UNIT EMPLOYEES EQUIPMENT AND TECHNOLOGY (4/15/25)

- A. Full-time Bargaining Unit employees shall be provided the same technology and equipment options as non-union full-time employees are provided.
- B. Adjunct Bargaining Unit employees shall have access to equipment and technology on-campus as required by the College.
- C. The College's Office of Information Technology shall be responsible for the servicing and administration of all assigned College-owned devices.
- D. All Bargaining Unit employees shall be required to comply with the same technology policies, procedures, or agreements as non-union employees.
- E. The use of College IT resources to conduct business for personal financial gain is prohibited.

ARTICLE XVI - VACANCIES (4/15/25)

A. When a full-time Bargaining Unit employee vacancy occurs which the College intends to fill, the College shall post a notice of said internal vacancy.

B. Qualified (as determined by the College in its sole discretion) Adjunct Bargaining Unit employees who apply for new or vacant full-time Bargaining Unit employee positions that the College intends to fill and who otherwise meet the minimum qualifications for the position which they are applying shall automatically move to the 2nd round of the interview process, if applicable and necessary, and shall be treated the same as all other applicants for that position.

ARTICLE XVII - COMPLIANCE TRAINING (4/15/25)

A. All Bargaining Unit employees shall complete compliance training/clearance requirements/renewals as a condition of their employment.

B. All Bargaining Unit employees shall be provided as much advance notice as possible of any new required compliance training mandates.

ARTICLE XVIII - INCOMPLETE GRADING PAY (4/15/25)

A. Full-time Bargaining Unit employees shall complete the grading and grade change submissions for students earning an "incomplete" grade in their course as part of their expected workload.

B. Adjunct Bargaining Unit employees shall complete the grading and grade change submissions for students earning an incomplete grade for their course at a pay rate of \$100 per student if the request for an incomplete is as a result of a Title IX, ADA request or they are directed to do so by their supervisor.

ARTICLE XIX - PAID PROFESSIONAL ASSIGNMENTS (PPA) (4/15/25)

A. Bargaining Unit employees who accept non-instructional extra duty by the College shall be provided extra compensation.

B. PPAs are granted for a specific time period only. To be continued, a

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

request must be re-submitted when the specific time period expires.

C. All PPA requests must be submitted to the Chief Academic Officer (CAO) for final approval.

D. It is understood that one (1) PPA = one (1) workload = 37.5 hours.

E. PPAs not taken as in-load are paid as overload.

F. Full-time Bargaining Unit employees may be assigned PPA as “in-load” to meet the minimum required workload for an academic semester. Bargaining Unit employees who are offered a PPA as overload have the right to accept or refuse the assignment.

G. Adjunct Bargaining Unit employees offered PPA will be compensated at the applicable Tier rate.

H. The parties will form a Joint Committee to review PPAs. This committee shall have equal representation from the College and Association. Some existing PPAs will be presented in Table 1 PPA Assignments.

I. Should the committee not reach consensus through simple majority on existing PPA opportunities, the prior year PPA opportunities shall remain in effect provided the work is needed and similar.

J. Should the Committee not reach consensus through simple majority on new PPA opportunities and amounts, the College may offer PPAs at its sole determination.

K. Bargaining Unit employee positions may have designated release time as a part of the job description as of the date of this ratified contract. Changes to the amount of release time may change with accreditation updates. In these circumstances, the College will provide notice to the Association with as much notice as possible. When a change is made to the ‘embedded release time’ of a particular position specific to a requirement for accreditation, such a change shall not be subject to the grievance-arbitration provision of the CBA.

Table 1 PPA Assignments

PPA Assignments outlined below are sample assignments which may be offered in any given semester or offered across all departments.

Assignment	Description	Sample PPA Amount
Assessment Coordinator (Department)	An assessment coordinator is responsible for assessment within a department or discipline on the course or discipline level as determined by the position description.	1-3 per term
CITE Faculty-to-Faculty PG&D Chair or Co-Chair	The coordinator(s) shall coordinate the work of two subcommittees, one on workshops and one on the symposium, ensuring that individuals in those committees have the resources and support they need.	1-3 per term per person
Clinical Supervisor (Nursing)	Course orientation for clinical adjuncts, ensure consistency between student clinical experiences within the course, coordinate remediation plans, and serve as contact for clinical site(s).	1-2 course assignment
Dental Clinic Coordinator	The clinic coordinator provides oversight at the dental clinic.	2 per term (Fall and Spring) per cohort
Discipline Lead	Faculty provides leadership to full-time and/or Adjunct Faculty in the discipline, including assessment, curricular documentation, course qualification of new Faculty, College in the High School coordination, course observations, and advisory committees as needed and determined by disciplines.	1-3 per term
Lab Coordinator	Provides oversight to ordering supplies for a lab preparing and/or managing waste disposal in various areas throughout the College. Ensures courses have adequate supplies and also may, in some cases, set up labs.	1-6 per term
Retention Specialist (Nursing)	Meets with students to promote retention of "at risk" students who are identified by faculty. Develops and presents NCLEX test taking strategies and study skills relevant to concept based curriculum. Manages ATI Placement testing for LPN to RN students entering the program, and readmissions to the program.	1-6 per term

ARTICLE XX – COURSE SCHEDULING (4/15/25)

- A. The Office of Academic Affairs shall have overall responsibility for the creation of the schedule of classes across the College.
- B. The College shall provide full-time Bargaining Unit employees with the opportunity to fulfill their contractual load each fiscal year.
- C. In the event that an underload occurs, the College will make every effort to provide the full-time Bargaining Unit employee an alternative way to meet their load.
- D. Full-time Bargaining Unit employees have priority in staffing and will be assigned in-load and overload courses/library hours before adjunct Bargaining Unit employees' assignments.
- E. After teaching schedules for full-time Bargaining Unit employees have been developed, remaining unfilled course sections will be offered to credit adjunct Bargaining Unit employees.
- F. In connection with the development of teaching schedules/library hours for a given semester, Adjunct Bargaining Unit employees will be required to complete a College-developed form to verify their intent and availability to teach without interruption in the following semester.
- G. The following criteria will be considered in determining Adjunct Bargaining Unit employee assignments:
 - 1. The Adjunct Bargaining Unit employee's qualifications;
 - 2. The Adjunct Bargaining Unit employee's prior experience teaching a given course or courses
 - 3. The Adjunct Bargaining Unit employee's satisfactory performance and completion of prior teaching assignments
 - 4. Consideration of conflicts between class schedules and other commitments in the Adjunct Bargaining Unit employee's personal schedule and
 - 5. The College's need to timely complete and finalize course schedules for the upcoming semester.
- H. Nothing herein shall be construed or interpreted as a guarantee that any Adjunct Bargaining Unit employee will be assigned or appointed at

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

all or to any specific number of course section assignments. Decisions and determinations made on course scheduling and course assignments are determined by the College.

ARTICLE XXI - MAXIMUM CLASS SIZE

A. The maximum class size for all courses offered at HACC shall be approved by the Chief Academic Officer (CAO). (4/15/25)

B. General standards include a maximum of 35 for lecture courses and 24 for lab courses. (4/15/25)

NEW ARTICLE – PAYMENT FOR EXCEEDING CLASS MAXIMUM

If an academic dean/supervisor makes a written request to a Bargaining Unit employee to add students beyond the approved maximum class size and the Bargaining Unit employee agrees to additions, then the Bargaining Unit employee is to be compensated. The additional workload credit amount will be calculated according to the following formula: (4/15/25)

$$\frac{[(\text{total \# students}) - (\text{maximum enrollment \#})]}{[(\text{maximum enrollment \#}) \times (\text{normal course workload})]}$$

Where (total # students) is the number of students enrolled on the first day of class and (maximum enrollment #) is the value approved by the CAO.

ARTICLE XXII- BARGAINING UNIT EMPLOYEE EVALUATION PROCESS (4/15/25)

A. Full-time tenured and tenured-track Bargaining Unit employees shall be evaluated once per year.

B. Adjunct Bargaining Unit employees may be evaluated annually as appropriate or as necessary as determined by the College.

C. Full-time Bargaining Unit employees are required to submit a self-assessment to their academic dean/supervisor as part of their annual performance review.

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

D. The academic dean/supervisor authors the Bargaining Unit employee's annual evaluation using the College-approved evaluation instrument.

E. The academic dean/supervisor shall schedule a meeting with the Bargaining Unit employee to review the evaluation when requested by either party.

F. The Bargaining Unit employee may request an optional mid-year consultation regarding performance.

G. Bargaining Unit employees have the right to rebut the evaluation by submitting a written response to the next-level supervisor within 30 business days.

H. Performance Remediation Plan (PRP):

1. The remediation plan should be written to address the concerns noted in the evaluation.
2. Include a timeline for the improvement to be in place with a stated end date, as well as potential consequences for non-improvement.
3. A PRP is non-disciplinary in nature, however failure of a Bargaining Unit employee to successfully complete the Plan may be used as a basis for discipline.

ARTICLE XXIII - EMPLOYEE SAFETY

The College shall provide a safe, clean, healthy and secure workplace for its employees. The College shall comply with all applicable safety standards. The College shall make available access to Safety policies in effect at the College, during an employee's initial orientation.

ARTICLE XXIV - TENURE TRACK BARGAINING UNIT EMPLOYEES' APPOINTMENTS AND TENURE DECISION (4/15/25)

A. Appointments to Tenure Track

1. Bargaining Unit employees currently in tenured and tenured-track status will retain that status upon ratification of the CBA. The College reserves the right per the effective date of this agreement to determine tenure track position(s).
2. The tenure and tenure-track reappointment process will be set by the College and tenure is granted only by the Board of Trustees.

ARTICLE XXV - GRIEVANCE PROCEDURE (6/7/23)

- A. The following represents the Grievance/Arbitration procedure agreed upon by the parties until such time as the CBA is ratified. Upon ratification of the CBA, the grievance/arbitration procedure set forth in the CBA shall control all grievance processing from the ratification date.

B. PREAMBLE

The Association and the College agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Association and the College encourage problem resolution between employees and Union supervisors (Executive Dean, Dean, Associate Dean, Executive Director, or designee), and are committed to assisting in the resolution of disputes in a timely manner. In the event a dispute is not resolved in an informal manner, this procedure provides a formal process for problem resolution.

C. INFORMAL DISPUTE RESOLUTION

Prior to filing a written grievance, the employee shall discuss the concern with their supervisor (Executive Dean, Dean, Associate Dean, Executive Director, or designee) when the union supervisor has the authority to resolve the dispute. Every effort shall be made to solve the problem at this level in an informal manner. The request for an informal

discussion shall take place no later than ten (10) business days from when the alleged grievance occurred or from when the Bargaining Unit Employee(s) Association should have known it occurred. The informal discussion shall take place no more than ten (10) business days after a request is made by the Bargaining Unit Employee(s)/Association.

D. DEFINITION OF A DAY FOR THE GRIEVANCE PROCESS ONLY

A business day is defined as all days between Monday through Friday, excluding weekends and Holidays, with the exception of the summer schedule when it is Monday through Thursday.

E. FORMAL GRIEVANCE PROCEDURE/GRIEVANCE MEDIATION

1. The grievant, within ten (10) days of the informal meeting or the final date of when the informal meeting should have occurred, shall submit an electronic written grievance on the grievance form (Appendix ?)
2. The Bargaining Unit employee shall include on the grievance form the date of the informal meeting or the date of the request for an informal meeting if no informal meeting occurred.
3. A grievance may be filed for a complaint alleging a specific violation of an agreement between the parties, discipline or discharge of a Bargaining Unit employee without Just Cause, or a misinterpretation or improper application of the CBA or the terms and conditions established between the parties. A grievance may be filed by a Bargaining Unit employee, a group of Bargaining Unit members (Class Action grievance) or by the Association. A Class Action Grievance may be initiated at Step Two. The Association shall be afforded an opportunity to be present at the adjustment of any grievance.

F. Grievance Mediation Option

1. As a supplement to the grievance procedure, Grievance Mediation may be utilized after Step Two has been completed. The Conditions of Grievance Mediation are as follows:
2. The College and the Association agree to present the disputed issue to the Pennsylvania Bureau of Mediation.
3. Once both parties agree to mediate the dispute, all timelines as outlined in the Grievance Procedure will be tabled.
4. After the mediator hears both sides of the issue, attempts to mediate the dispute and makes a suggested recommendation for settlement, should either party reject the recommendation the grievance procedure may be resumed at Step Three with the understanding that timeliness defenses shall not be raised by the other side.
5. The recommendation of the mediator is inadmissible in any grievance/arbitration hearing.

G. FORMAL GRIEVANCE STEPS

1. STEP ONE:

- i. The grievant, within ten (10) days of the informal meeting or the final date of when the informal meeting should have occurred, shall submit an electronic written grievance on a form provided by the College. (Appendix A) The grievant shall submit one (1) copy to the union supervisor (Executive Dean, Dean, Associate Dean, Executive Director, or designee) and one (1) copy to the Association. The grievance shall be submitted electronically to all parties. The union supervisor shall meet with the grievant and the Association, if so requested by the grievant, the Association or the College, within five (5) days of their receipt of the grievance. The Union supervisor shall provide an answer to the grievant and Association within five (5) days of the meeting.

2. STEP TWO:

- i. If the action taken at Step One fails to resolve the grievance, the grievant(s) or Association may, within five (5) days of the Step One response, move the grievance to Step Two. The grievance shall be submitted using the grievance form (Appendix A) to the Vice President of Human Resources or designee. The grievance shall be submitted electronically. The Vice President for Human Resources or designee shall issue a response to the grievant(s)/Association within five (5) days following the receipt of the grievance.

3. STEP THREE:

- i. If the action taken at Step Two fails to resolve the grievance, the Association may, within ten (10) days of the receipt of the electronic written Step Two response, submit the matter to binding arbitration by delivering electronic written notice of such intent to the Vice President of Human Resources or designee.
- ii. The Association and the College shall meet to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the State Bureau of Mediation by either party. The parties will be bound by the rules and procedures of the State Bureau of Mediation.

H. ARBITRATION PROVISIONS

1. The selected arbitrator will hear the matter and will issue their decision. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusion on the issues.
2. The arbitrator shall have no power or authority to add to,

subtract from or modify in any way the terms and provisions of this Agreement or to make any decision which would require the Commission of an act prohibited by law or which is violative of the terms of this Agreement.

3. The arbitrator shall consider only the precise issue submitted for arbitration and shall have no authority to determine any other issue or question not so submitted, nor shall the Arbitrator submit observations or declarations of opinion not essential to the reaching of the determination.
4. The decision of the arbitrator shall be final and binding on both parties and the grievant.
5. Expenses for the arbitrator's services and the proceeding shall be borne equally by the College and the Association; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make a copy available to the other party and to the arbitrator.

I. GENERAL PROVISIONS

1. Failure of the grievant to appeal within the specified time limits at any step shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last written response of the College, provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.
2. Failure of the College to answer a grievance in writing within the specified time limits shall mean the grievant/Association has a right to move to the next step immediately.
3. The grievant may be accompanied by a representative of the Association at any step of the Grievance/Arbitration Procedure.
4. All documents, communications, and records dealing with the

processing of a grievance shall be filed separately from the personnel files of the participants and shall be strictly confidential until the grievance has reached a conclusion.

5. Forms used in the various levels of the grievance procedure shall be developed jointly by the Association and the College and such forms shall be easily accessible and attached to this Grievance procedure.

ARTICLE XXVI- SEPARABILITY/SEVERABILITY CLAUSE (6/7/23)

If any clause of this Agreement is held to be contrary to law, then that particular clause or the unlawful part of that clause shall be invalid and the rest of the clause shall continue in effect, provided further that all other clauses of the Agreement shall continue in full force and effect.

ARTICLE XXVII - DISCHARGE, SUSPENSION AND DISCIPLINE

- A. The College shall not discipline or discharge a Bargaining Unit employee without Just Cause. (6/7/23)
- B. All information used in the formation and subsequent issuance of discipline shall be made available to the impacted employee and the Association, upon their request. (4/15/25)
- C. Bargaining Unit employee appeals concerning suspensions, discharges, or any other disciplinary action, shall be processed in accordance with Article XXV Grievance and Arbitration Procedures set forth in this CBA. (6/7/23)
- D. Non-reappointment of tenure-track faculty at the end of a contract period does not constitute dismissal or discharge. (4/15/25)

ARTICLE XXVIII - SEPARATION (4/15/25)

The College shall provide the Association with the name, rank, and salary of the Bargaining Unit employee who resigned, retired, or was otherwise separated from the College no later than fifteen business days after a

separation.

ARTICLE XXIX - RETRENCHMENT AND RECALL

- A. Retrenchment is the termination of employees due to business-related reasons like downsizing, restructuring, or cost-cutting, and is not a reflection of individual performance.
- B. If, at any time, it shall be determined by the College to be necessary to reduce the full-time faculty at the College, for financial considerations, program reductions or elimination, curricula reductions or eliminations, or service reduction or elimination, or other good faith reasons, such reduction, when it results in discontinuation of employment, shall be considered retrenchment.
- C. If there are insufficient courses for a full-time Bargaining Unit employee to maintain a full teaching load, retrenchment may occur.

~~Retrenchment may occur because of financial considerations, program curricula, or service reduction or elimination.~~ When the College determines that retrenchment will be necessary, the College shall notify the affected Bargaining Unit employee and the Association with **no less than nine months**. ~~as much advance notice as possible and~~ Retrenchment shall be made as the College determines necessary, provided that the following order within the affected program or department shall be utilized:

1. Full-time faculty who meet qualifications will be given priority over adjunct faculty (9/11/25)
2. Full-time tenure-track Bargaining Unit employees by inverse seniority
3. Tenured Bargaining Unit employees with lowest seniority

Full-time Bargaining Unit employees accrue seniority based on their start date as a full-time tenure-track employee. Should two (2) or more full-time Bargaining Unit employees have the same hire date, seniority shall be decided by lot. The Association president shall conduct the drawing and inform the College of the results. (9/11/25)

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

- D. Retrenchment shall be made in the inverse order of seniority, provided the remaining full-time Bargaining Unit employees have the necessary qualifications to teach the remaining course(s) and are capable of performing the remaining duties of the program/curricula/service being eliminated or reduced. The College reserves the right to determine qualifications under this Article. Before retrenching any full-time Bargaining Unit employee, the College shall make a reasonable effort to place the Bargaining Unit employee in another suitable Bargaining Unit vacant position. If there is no vacant position for which the Bargaining Unit employee is deemed qualified by the College, the Bargaining Unit employee will be placed in a position held by the least senior Bargaining Unit employee within the College for which they are qualified. (9/11/25)
- E. Decisions by the College, resulting from these considerations, to initiate retrenchment, are not subject to the Cause, Grievance, or Arbitration provisions of this Agreement unless the College fails to comply with the notification requirement in section C of this Article.
- F. Retrenched full-time Bargaining Unit employees shall be placed on a Recall list for three (3) years from the date of separation. After three (3) years, the College shall have no further obligation to recall the employee should a position arise. (7/9/25)
- G. Retrenched full-time Bargaining Unit employees shall be recalled in order of seniority, with Tenured Bargaining Unit employees being recalled first, followed by Tenure-track Bargaining Unit employees. (4/15/25)
- H. Bargaining Unit employees shall be responsible for informing the College in writing of their contact information while on retrenchment. (4/15/25)
- I. When a determination of recall is made, the College shall send written notice of a recall offer to the affected Bargaining Unit employee. (4/15/25)
- J. The Bargaining Unit employee shall have ten (10) calendar days to respond to a notice of recall. (4/15/25)

ARTICLE XXX - RETIREMENT, RESIGNATION AND EMERITUS STATUS

A. RETIREMENT

1. Full-time tenured Bargaining Unit employees shall be eligible for retirement based on the established College retirement criteria. (4/15/25)
2. Full-time tenured Bargaining Unit employees shall provide one semester's notice of their intent to retire. (4/15/25)
3. Bargaining Unit employees College paid health insurance, life insurance, and College provided fringe benefits will be terminated at the end of the month of the approved retirement date, except in the case where a retiree not eligible for Medicare elects to continue health (medical, dental or vision) coverage through the College. The retired employee will be responsible for all health coverage premiums. Coverage can be terminated at any time by the retiree, upon sending written notification to the Benefits Department, Office of Human Resources. (4/15/25)
4. The determination as to whether a Bargaining Unit employee may access "transitional retirement" is at the sole discretion of the College and is granted by the Board of Trustees. All current Bargaining Unit employees who are engaged in "transitional retirement" at the time of Ratification, shall be "Grandfathered" under this provision. (5/2/2025)

B. RESIGNATION

All Bargaining Unit employees shall provide a minimum of four weeks' written notice of their intent to resign to the College. (4/15/25)

C. EMERITUS STATUS

Full-time tenured Bargaining Unit employees retiring shall be eligible for

consideration for emeritus status. Emeritus status can only be granted by the Board of Trustees in recognition of meritorious service to the College. (4/15/25)

ARTICLE XXXI - SABBATICAL LEAVE (4/15/25)

- A. The Board of Trustees grants all sabbatical leaves. Eligible full-time Bargaining Unit employees shall follow the procedures as developed by the College in applying for sabbatical leave consideration.
- B. Successful sabbaticals must demonstrate an explicit linkage to the College's Strategic Plan.
- C. All current Bargaining Unit employees who are on sabbatical on the date of ratification shall be grandfathered under this provision.

ARTICLE XXXII - LONG TERM DISABILITY (7/8/24)

- A. If the Bargaining Unit employee is unable to work for 180 days due to a disabling illness or injury, they may be eligible for Long Term Disability (LTD) benefits. If approved, LTD provides a continued source of income that equals 60% of Bargaining Unit employee's monthly pre-disability earnings to a maximum of \$10,500 per month. LTD benefits are generally payable until your Normal Social Security Retirement Age, provided the Bargaining Unit employee remains disabled. The disability benefits received from the plan will be reduced by any benefits received from Social Security, Workers' Compensation, Retirement Benefits or any other disability coverage that the Bargaining Unit employee is entitled. LTD coverage is provided by the College at no cost to the Bargaining Unit employee.
- B. The Bargaining Unit employee shall continue to have access to medical, dental, and vision insurance at the regular employee rate.
- C. Link to [Employee Benefits Guidebook](#)

ARTICLE XXXIII – BASIC LIFE AND ACCIDENTAL DEATH AND
DISMEMBERMENT (AD&D) INSURANCE (6/3/24)

- A. The College shall provide basic life insurance and AD&D benefits for full-time Bargaining Unit employees at no cost to the Bargaining Unit employee at a minimum level of \$50,000.
- B. In addition, the Bargaining Unit employee shall be permitted to purchase additional life and AD&D insurance for themselves and eligible dependents. The Bargaining Unit employee will be responsible for 100% of the premium.
- C. Link to [Employee Benefits Guidebook](#)

ARTICLE XXXIV- EMPLOYEE ASSISTANCE PROGRAM (EAP)
(6/3/24)

The College shall provide an Employee Assistance Program at no cost to the Bargaining Unit employees. ([Employee Benefits Guidebook](#))

ARTICLE XXXV - SEPARATION PAYMENTS

A. RETIREMENT (4/15/25)

Full-time Bargaining Unit employees are eligible for separation payments pursuant to eligibility retirement criteria as outlined in Article XXX, paragraph A.1.

In assessing an employee's time in service to determine whether the above criteria have been met, time spent on sabbatical is credited toward service, while time spent on unpaid leave is excluded.

In the event of retirement, an employee will receive taxable compensation for up to one half of accumulated sick leave to a maximum of forty-five (45) compensated days. No compensation shall be paid for unused sick leave in the sick leave bank.

B. UNUSED VACATION LEAVE PAYOUT

Full-year, full-time Bargaining Unit employees shall be paid for accrued vacation in one lump sum or may elect to use up to one pay period (10 working days) of consecutive leave prior to the date of separation. Bargaining Unit employees who are unable to schedule approved vacation time prior to their separation date are entitled to be paid for any unused vacation time remaining up to 300 hours (40 days). (6/3/24)

ARTICLE XXXVI - LABOR-MANAGEMENT MEETINGS (4/15/25)

- A. Representative(s) designated by the College and Association respectively shall meet upon the request of either party.
- B. All meetings between the parties shall be scheduled by mutual agreement.
- C. If said meetings are scheduled during the workday, employees shall suffer no loss of pay or time.
- D. These meetings are not intended to bypass the Collective Bargaining Agreement nor diminish either party's rights under Act 195 and/or applicable law.

ARTICLE XXXVII - PERSONNEL FILE (4/15/25)

- A. The College shall maintain a personnel file for each Bargaining Unit employee.
- B. The Bargaining Unit employee shall have access to the official personnel file during regular working hours at a time mutually agreed upon between the member and the College.
- C. The employee may duplicate any material in their personnel file at no cost to the employee.
- D. The Association shall have access to a Bargaining Unit employee's official personnel file at reasonable times during regular office hours after providing ten (10) days written notice to the College and having

obtained express written approval from the Bargaining Unit employee.

E. If a Bargaining Unit employee's personnel file or any of its contents is subpoenaed in accordance with the law, the College shall notify the employee and the Association in writing of the subpoena.

ARTICLE XXXVIII - NO STRIKE/NO LOCK-OUT (4/15/25)

The Association agrees that there shall be no strike (as the term is defined by the Public Employee Relations Act), and the College agrees that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement

ARTICLE XXXIX - INTELLECTUAL PROPERTY

A. Except as otherwise provided in this policy, the rights in all works created by Bargaining Unit employees shall be owned by and shall belong exclusively to the Bargaining Unit employee(s) that create or develop the works. With respect to rights in a work that are protected by patent, the College shall be granted a perpetual, non-exclusive, royalty-free license to use the patented rights only for purposes consistent with the College's educational, business, or other missions. The College shall have access to such materials for administrative purposes, including satisfying requests from accreditation agencies. (10/28/25)

B. The term 'works' means all forms of intellectual, scholarly and creative property, including inventions, discoveries, methods, formulas, designs, writings, research, data, works of art, scholarly works, performances, computer software, courses and other curricular materials, and other works of authorship or technology. (10/28/25)

C. Where the College specifically commissions the creation or development of a work by a Bargaining Unit employee, the rights in such work shall be jointly owned with fifty percent (50%) of the work being owned by the College and fifty percent (50%) of the work being owned by the Bargaining Unit employee(s) who created or developed the work. A Bargaining Unit employee's rights in works that are jointly owned with the

College pursuant to this paragraph may not be sold, assigned, licensed, or otherwise transferred to a person or entity that competes with the College:

1. While a Bargaining Unit employee is employed by the College; and
2. In the case of adjunct faculty only, for a period of one year after that adjunct faculty member's employment with the College terminates; and
3. Unless the College consents to any such transfer in writing.(10/28/25)

D. The rights in all curriculum materials, including course descriptions, course objectives, and course outlines (Form 335), and course syllabi, shall be owned by and shall belong exclusively to the College.(10/28/25)

E. College-Sponsored Materials. In those instances where materials, processes, or inventions are produced by a Bargaining Unit employee with College support by way of use of significant work time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by) the person or persons designated in writing between the parties prior to production. The union will be notified by the College when a written proposal to enter into an agreement has been made by a Bargaining Unit employee or employees. In the event there is no such written agreement, the ownership shall vest in the College.

ARTICLE XL – BENEFITS (Employee Benefits Guidebook)

A. All benefits currently provided to Bargaining Unit employees will remain in effect, including healthcare, through December 31, 2025. The College shall offer all 9.5- and 12-month Bargaining Unit employees' access to medical plans, opt- out plan, dental plans, vision plans, health savings accounts, life and disability insurance plans, flex spending accounts and voluntary benefits, to the extent permitted by law. The terms and conditions of the plans are governed by the plan documents, as they

may exist from time to time. (4/15/25)

B. Beginning January 1, ~~2027~~ 2026, all full-time Bargaining Unit employees will be provided a "High Deductible PPO Plan with HSA" as the sole healthcare option. The College will contribute to the monthly premium cost of the full-time Bargaining Unit employees' medical insurance plan, and Bargaining Unit employees monthly medical insurance premium contributions shall be made on a pre-tax basis. ~~Effective with the 2026 plan year, the College may, at its discretion, increase premium contributions for Bargaining Unit employees matching the new percentage increase incurred by the College.~~ Effective with the 2027 plan year, the College may, at its discretion, increase premium contributions for Bargaining Unit employees matching the new percentage incurred by the College. (4/15/2025)

C. The College has the right to amend the plans at its sole discretion and without negotiation with the Union. Notwithstanding, any changes made by the College to the plans shall be substantially similar to the terms applicable as of the ratification of this Agreement; any changes that are not substantially similar, the College shall negotiate with the Union. (4/15/2025)

D. HEALTH SAVING ACCOUNT (HSA) CONTRIBUTIONS (6/3/24)

1. A Bargaining Unit employee who enrolls in the High Deductible Health Plan (HDHP), shall have the option to contribute to a Health Savings Account (HSA). The maximum annual contribution to an HSA is adjusted each year in accordance with the revised maximum set forth by the IRS. The College shall also make an annual contribution to Health Savings Account based on the medical contribution made on January 1st of each year. The contribution amounts by the Employer are:

i. Employee Only Coverage - \$1,500

ii. Employee, and Employee/Spouse &

Employee/Dependent(s) - \$3,000

**E. FLEXIBLE SPENDING ACCOUNT(FSA) EMPLOYEE CONTRIBUTIONS
(6/3/24)**

1. The College provides access to a Health Care FSA to all eligible Bargaining Unit employee. Annual contribution and Dependent Care Flexible Spending Accounts are set by IRS regulations.

F. DENTAL – (4/15/25)

1. The College provides eligible Bargaining Unit employees the option of one of two dental plans listed below:
 - i. Dental Plan 1 - 100% Employer paid for the life of the Contract
 - ii. Dental Plan 2, Buy-Up Plan – The Bargaining Unit employee shall pay any difference in the cost beyond the cost of the Dental Plan 1.

G. VISION – (4/15/25)

1. The College shall provide to eligible Bargaining Unit employees one of two vision plans.
 - i. Vision Plan 1- 100% Employer paid for the life of the Contract
 - ii. Vision Plan 2, Buy-Up Plan– The Bargaining Unit employee shall pay any difference beyond the cost of Vision Plan 1.

H. VOLUNTARY BENEFITS (6/3/24)

1. AFLAC – Bargaining Unit employees have the option, at the Bargaining Unit employee's expense, during open enrollment, to elect any of the voluntary benefits offered by AFLAC.

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

i. Short Term Disability

ii. Accident Plan

iii. Cancer Care Classic Plan

iv. Critical Care & Recovery Plan

I. OPT-OUT PAYMENT

1. Bargaining Unit employees who waive medical, dental, and vision coverage from the College shall receive a cash-out contribution of \$1500 for that year. (4/15/25)

2. Payout shall be done over twenty-six (26) payments and shall be considered a taxable benefit. (4/15/25)

3. If a Bargaining Unit employee's spouse or domestic partner is also a College Employee and the Bargaining Unit employee is enrolled under the College's medical coverage, they are not eligible to receive the cash opt-out payment. (4/15/25)

4. If a Bargaining Unit employee elects to cover their spouse or domestic partner under a College medical plan and the spouse or domestic partner has access to medical insurance through their own employer, a surcharge at the current rate will be added to the cost of the Bargaining Unit employee's medical plan. This surcharge does not apply to a spouse or domestic partner that has access to Medicare. (9/11/25)

ARTICLE XLI - WORK-RELATED INJURIES

A Bargaining Unit employee who sustains a work-related injury as a result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to a Workers Compensation Benefit. (4/15/25)

ARTICLE XLII - RETIREMENT MATCHING (5/2/2025)

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

A. The College offers TIAA contribution rates for each eligible full-time Bargaining Unit employee participating in the TIAA retirement program as follows:

1. Eight percent (8.0%) of total salary for 2025-2026 Fiscal Year
2. Eight percent (8.0%) of total salary for 2026-2027 Fiscal Year
3. Eight percent (8.0%) of total salary for 2027-2028 Fiscal Year
4. Eight percent (8.0%) of total salary for 2028-2029 Fiscal Year

B. Bargaining Unit employees currently receiving a ten percent (10%) contribution be grandfathered at that rate.

C. The College shall provide the Bargaining Unit employee with the retirement options contained in Pennsylvania law.

D. All Bargaining Unit employees shall be permitted to contribute up to what is allowable by law, including any applicable supplemental retirement account.

ARTICLE XLIII - BARGAINING UNIT LEAVE

A. BEREAVEMENT LEAVE

1. Full-time Bargaining Unit employee shall be entitled to reasonable time off, not to exceed five working days per occurrence, in the event of the death of an immediate family member. The President may grant exceptions. (4/15/25)
2. Full-time Bargaining Unit employee shall be entitled to reasonable time off, not to exceed three working days per occurrence, to attend the funeral of a near relative. (4/15/25)
3. Immediate and Near family definitions: (5/21/2025)

i. Immediate Family Member: Mother, father, spouse,

domestic partner, son, daughter, brother, sister, step-family members, current in-laws (mother, father, son, daughter, sister, brother), any legal dependent for whom a completed Statement of Domestic Partnership is on file in the Office of Human Resources.

ii. Near Relative: First cousin, aunt, uncle, niece, or nephew of the employee or of the spouse/domestic partner of employee; grandparent, grandparent-in-law, grandchildren; or any other relative as approved by the Office of Human Resources.

4. With the permission of the academic dean/supervisor or their designee, the specified bereavement time may be granted to a full-time Bargaining Unit employee in the event of the death of a colleague or student or the Bargaining Unit student's immediate family as defined in the College's bereavement leave policy. (4/15/25)

5. Bereavement leave to which a full-time Bargaining Unit employee is entitled must be taken within six months of the death of the immediate family member, near relative, or other individual. (4/15/25)

B. PERSONAL LEAVE (4/15/25)

Full-time 12 month Bargaining Unit employees are eligible to receive 22.5 hours (3 days) of personal time per fiscal year. Full-time 9.5-month Bargaining Unit employees are eligible to receive 15 hours of personal leave (2 days) per fiscal year. Personal days must be pre-approved by the Bargaining Unit employee's academic dean/supervisor or designee and may be taken in ½ day increments.

C. CREDIT ADJUNCT EMERGENCY LEAVE (4/15/25)

Credit adjunct Bargaining Unit employees are eligible to receive one

adjunct emergency leave day without loss of compensation per semester (including summer session). Adjunct emergency leave is non-cumulative and must be approved by the academic dean or supervisor.

D. SICK LEAVE (4/15/25)

1. Eligibility

- i. Full-time Bargaining Unit employees shall accrue annual sick leave based on 75 hours (10 days) for 9.5 month and 90 hours (12 days) for 12 month Bargaining Unit employees.
- ii. Full-time 9.5 month Bargaining Unit employees teaching credit courses during the summer or other sessions outside the regular fall and spring semesters are eligible for 7.5 sick leave hours (1 day) per summer or other session. This leave is non-cumulative and only one day per summer or other session is allowed regardless of the number of sessions taught. Full-time Bargaining Unit employees are also eligible to use up to five additional days from the regular sick bank.

2. Accrual/Availability

- i. Full-time 12-month Bargaining Unit employees will accrue sick leave at a rate of 3.46 hours for each pay period from the first day of employment on a twelve-month basis, provided that such accrual of unused sick days for professional personnel on regular appointments shall not exceed 90 working days.
- ii. Full-time 9.5 month Bargaining Unit employees will accrue sick leave at a rate of 3.95 hours for each pay. Full-time 9.5 month Bargaining Unit employees accrue sick leave over the academic year (19 pay periods) period from the first day of employment on a twelve-month basis, provided that such accrual of unused sick days for personnel on regular appointments shall not exceed 90 working days.
- iii. Full-time Bargaining Unit employees will be charged sick

leave of one day for each day missed. If a full-time Bargaining Unit employee misses a portion of a work day, sick leave will be charged in increments based on the percentage of daily scheduled responsibilities missed.

iv. Unused amounts of sick leave shall be carried to subsequent years up to a limit of 675 hours (90 days).

a. Sick leave balances in excess of 675 hours (90 days) will be designated as a Sick Leave Reserve Bank (SLRB), and accrual of sick leave beyond 675 hours will stop.

b. In order to use the SLRB) leave, the Bargaining Unit employee must use the first 675 hours of regular sick leave, then must return to work for no less than two (2) pay periods. The SLRB leave will then be designated as regular sick leave and may be used by the employee.

c. The Bargaining Unit employee will not be permitted to accrue SLRB leave in the future.

v. Upon retirement, a Bargaining Unit employee shall receive taxable compensation for up to one-half of accumulated sick leave to a maximum of 45 compensated days.

vi. Bargaining Unit employees who leave employment under circumstances other than retirement will not receive compensation for unused sick days.

E. VACATION LEAVE (4/15/25)

Full-time 12-month Bargaining Unit employees are eligible to receive up to 150 hours (20 days) of vacation time annually based on the employee's anniversary date.

Full-time 12-month Bargaining Unit employees will accrue vacation leave at a rate of 5.77 hours for each pay period from the first day of employment on a twelve-month basis, provided that such accrual of unused vacation days shall not exceed 40 working days.

The accrual balance for full-time 12-month Bargaining Unit employees shall be reviewed each year as of June 30, and any unused vacation days in excess of the allowed accrual at that time shall be stricken if still unused by December 31.

A six-month grace period for use of vacation days beyond the maximum accrual by full-time 12-month Bargaining Unit employees begins on July 1 and ends December 31 each year.

Vacation days must be pre-approved by the Bargaining Unit employee's academic dean/supervisor or designee and may be taken in ½ day increments.

F. DISASTER LEAVE

In the event of a disaster that impacts the College's operations (flood, fire, evacuation), paid leave of up to five (5) working days shall be available upon approval of the appropriate administrators and the Board of Trustees. A weather emergency shall be considered a disaster only when declared as such by the President of the College. (6/7/23)

G. MILITARY LEAVE (4/15/25)

All full-time Bargaining Unit employees shall be granted the same paid leave and benefit to render regular or reserve military service as nonunion employees based on their employee status. All Bargaining Unit employees must comply with the same College requirements and stipulations as nonunion employees. All provisions of the CBA shall remain in effect during the time of leave. Seniority shall continue to accrue during the leave. The College complies with all applicable laws in regard to the rights of military personnel, and nothing above should be interpreted as an intent to violate relevant legislation.

While on approved leave for such duty as that described above, full

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

salary shall be paid, less any compensation received for such service. Evidence of duty payment received must be sent to the Payroll Office. Except in emergency situations, a written request shall be submitted 30 days in advance of the requested leave.

H. FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE

The FMLA shall be administered in accordance with the law. FMLA requires employers to provide an entitlement of up to 12 weeks of unpaid, job-protected leave to eligible Bargaining Unit employees during any 12 month period.

I. SICK LEAVE - EMERGENCY BANK (4/15/25)

The Emergency Sick Leave Bank (ESLB) is available to all eligible full-time Bargaining Unit employees.

Decisions and determinations made by the ESLB are not subject to the grievance procedure contained in this CBA.

J. OTHER PAID LEAVE

1. Other Paid Leave

i. Jury Duty

a. Full-time Bargaining Unit employees required to serve on jury duty will receive a salary equal to the difference between the Bargaining Unit employee's normal salary and the salary received as a juror. Evidence of attendance and payment must be sent to Payroll. (4/15/25)

ii. Court Attendance

a. Work-Related

1. Any full-time Bargaining Unit employee who is required to appear in court to testify on a matter that pertains to the Bargaining Unit employee's professional duties as an employee of the College will receive his/her full pay less any witness fees paid by the court.
(4/15/25)

b. Non-work Related

1. Any Bargaining Unit employee who is required to appear in court to testify on a matter that pertains to a personal or domestic case will be required to use personal time or vacation time. A full-time Bargaining Unit employee subpoenaed to be a witness in a case, as a civil duty, that is not of a personal nature will receive the subpoenaed days off with pay.
(4/15/25)

ARTICLE XLIV- TUITION REIMBURSEMENT

Eligible full-time Bargaining Unit employees will be afforded the same tuition reimbursement as offered to nonunion employees based on their employee status.

ARTICLE XLV– ACADEMIC FREEDOM

Bargaining Unit employees have the right to translate their knowledge and understanding into effective instruction appropriately grounded in principles and practices of disciplines and professions (7/9/25).

Bargaining Unit employees are entitled to full freedom in teaching and creative activities, regardless of modality. This includes the right to discuss their subject matter fully and frankly, to introduce controversial material relevant to the subject, and to critically evaluate prevailing beliefs and institutions. In the exercise of this freedom, faculty members are governed by the ethical and professional standards of their discipline. They shall

strive to be accurate, exercise appropriate professional judgment regarding the inclusion of controversial material, and foster an atmosphere conducive to learning and intellectual inquiry. The concept of academic freedom shall not be used to justify actions that constitute a deliberate neglect of professional standards, a persistent intrusion of material unrelated to the subject matter, or a violation of applicable laws and HACC's policies regarding discrimination and harassment. (10/17/25)

ARTICLE XLVI - MISCELLANEOUS PROVISIONS (4/15/25)

In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall at the request of either, negotiate on the subject matter involved in any invalidated provision.

ARTICLE XLVII - TERM OF AGREEMENT

A. This Agreement shall be effective _____XX, 20XX, and shall continue up to and including _____XX, 20XX and remain in effect until such time as the parties mutually agree and ratify a successor agreement.

B. Either party may initiate negotiations over the terms of a successor agreement by written notification thereof. If no such notification is submitted prior to the expiration date set forth above, then all terms and conditions contained herein shall be renewed and maintained in full force and effect until such time as the parties negotiate a successor agreement. (1-31-24)

C. In witness whereof, the Association has caused this agreement to be signed and attested by its duly authorized representatives, and the College has caused this agreement to be signed and attested by its duly

Proposed by the College Oct. 30, 2025, as a Last Best Offer 9:35p.m.

authorized representatives, all on this <insert #> the day of <insert month>, 20 <insert year>..(1-31-24 – Agree to move to signature section of CBA)

APPENDIX XX – GRANDFATHERED 100% ONLINE FACULTY

As outlined in Article XIV, Management Rights, the below list of full-time Bargaining Unit employees are “grandfathered” for their in-load schedule assignments only to teach 100% online. All other duties and expectations are equivalent for all other full-time Bargaining Unit employee expectations (e.g. attending graduation ceremonies, week 0, and other in-person obligations). If there are not sufficient 100% online classes available to fill their contractual load, the Bargaining Unit employee will be assigned a different modality or can choose to be retrenched. The “grandfathered” status applies only to the Bargaining Unit employee, and does not imply any rehiring for a vacated position would be guaranteed the same 100% online status.

1. Barnett, Lise-Pauline
2. Davis, Cynthia
3. Girardi, Tamara
4. Jester, Julia Grace
5. Manspeaker, Vicki
6. Meck, Kari
7. Myers, Michelle
8. Zhu, Xiaoqing