

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN

Butler County Community College
Education Association, PSEA/NEA

AND

Butler County Community College

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(FACT-FINDING REPORT
(CASE NO. PERA-F-13-8-W
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HEARING: FEBRUARY 5, 2013
BUTLER COUNTY COMMUNITY COLLEGE
ADMINISTRATIVE OFFICES

FACT-FINDER : MARC A. WINTERS

FOR THE COMMUNITY COLLEGE

MICHAEL D. HNATH,
ESQUIRE

FOR THE ASSOCIATION

RHONDA JACOBY,
UNI-SERV REPRESENTATIVE

EXECUTIVE SESSION:

FEBRUARY 14, 2013

FACT-FINDING REPORT ISSUED:

FEBRUARY 25, 2013

FACT-FINDER'S REPORT AND RECOMMENDATIONS

BACKGROUND

Pursuant to the Public Employee Relations Act, 195 of 1970, by letter dated January 15, 2013, the Pennsylvania Labor Relations Board (PLRB) appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the Butler County Community College Education Association (Association) and the Butler County Community College (Board).

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement between the parties, a five (5) year agreement expired on June 30, 2012. The parties have met on numerous occasions, throughout 2011 and 2012, to negotiate a successor agreement. Unable to reach an Agreement, impasse was declared and the parties proceeded to Fact-Finding based on a request by the Association dated January 7, 2013. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on January 15, 2013.

This bargaining unit is comprised of approximately seventy (70) full-time employees and, approximately thirty-seven (37) part-time employees consisting predominately of professors, associate professors and assistant professors. There are also another one-hundred and ninety-eight part-time employees serving as adjunct instructors who have not attained "regular part-time" status as of yet.

Butler County Community College is a 2-year, public community college, one (1) of fourteen (14) in Pennsylvania. Butler County Community College student population numbers around 4200 per year consisting of mainly local commuters and the college is set in a suburban setting. The college's main campus is located in Butler, Pennsylvania with a campus in Cranberry Twp, Butler County and campus locations in Lawrence, Armstrong and Mercer Counties, Pennsylvania.

A Fact-Finding Hearing was conducted on February 5, 2013, in the Administrative Offices of the Community College, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

To arrive at the following recommendations, this Fact-Finder relied on, among other things, the following criteria:

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held February 14, 2013.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other school districts and other public and private employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The interest and welfare of the taxpayers, and the ability of the Community College to finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from the following community colleges, first, also in a suburban setting: Community College of Beaver County, Lehigh Carbon Community College, Luzerne County Community College, Northampton Community College, Reading Area Community College and Westmoreland County Community College; second, Community College of Allegheny County, Harrisburg Area Community College, Pennsylvania Highlands Community College and then Bucks County Community College, Delaware County Community College, Montgomery County Community College and the Community College of Philadelphia.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated into the new Agreement. There have been thirty-four (34) tentative agreements to be incorporated into the new Agreement.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the parties proposals.

ISSUES

The Association and the Board have identified approximately ten (10) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing.

Article 6 – Advancement in Rank

Article 7 – Tenure

Article 10 – Part-time Employees

Article 14 – Compensation and Full-time Employees

Article 20 – Leaves of Absence

Article 26 – Work Load

Article 35 – Pay for Accumulated Sick Leave

Article 36 – Retirement Incentive Program

Article 39 – Distance Learning

Article 42 – Effective Date, Mutual Option Provisions and Signatures

DISCUSSION

This Fact-Finder can assure the Association and the Board that each and every issue and supportive data was read and analyzed and comparisons were considered with like issues in similarly situated community colleges used for comparative purposes in this Report.

When making recommendations for economic items, this Fact-Finder has taken into consideration the financial information provided, to this Fact-Finder, by both parties at the Hearing. The appropriate time was given to read and comprehend the financial data in both books. With the exception of a few opening remarks, it will, however, not be necessary to restate or list information from the financial data as part of this Fact-Finder's reasoning and recommendation.

From the Association perspective, their proposals are an attempt to receive equity, in terms of salaries, with their peers in other community colleges.

Wage items such as advancement in rank, tenure, part-time salaries and regular compensation lag behind when compared to the other 14 PA community colleges. Most significant is that this bargaining unit's salaries rank about 12th out of those 14 PA community colleges.

From the Board's perspective, these negotiations and their proposals represent trying to balance between raising the equity of their professors, controlling the rising healthcare cost and funding capital improvement projects all while keeping tuition down.

Although net assets in capital funds have declined due to expansion and renovation, their net assets have increased in their operating funds. As the records indicate, this College has a healthy ratio of current assets to current liabilities in their operating fund.

In funding the wage and benefit items along with funding expansion and renovation projects, however, the Board has to deal with several obstacles. Those obstacles includes the impact of government support leveling off, lack of significant support from Butler County and the impact of existing collective bargaining agreements with other collective bargaining units, at the college, through 2014.

From the testimony and evidence presented in the Fact-Finding Hearing and as reiterated during the Executive Session, both sides appear to be accomplishing the same goals. It just comes down to where do they meet in the middle to settle this contract.

Both the Association and the Board have proposals to increase the wage and salary items, while both also recognize the importance of making adjustments to help control the rising healthcare cost.

With regards to healthcare, it must be pointed out, that the proposals by the Board cut too deep to institute in one contract while the increases proposed by the Association do fall a little short.

The following Fact-Finder Recommendations will take in account the Association's and the Board's proposals and positions together.

In the parties proposals there were various changes to delete old language no longer applicable and to correct spelling errors. The parties may do so without this Fact-Finder making those specific recommendations.

FACT-FINDER'S RECOMMENDATIONS

Article 6 – Advancement in Rank

Recommendation:

Amend Article 6 as follows:

The following is the philosophy of the Butler County Community College for advancement in rank:

In affirmation of the significant role the faculty at the Butler County Community College plays in the overall success of the college, a formal advancement in rank process has been adopted.

Advancement in rank provides the faculty member and the College an opportunity to achieve the goal of providing the highest quality education for all students at this institution. The College, by

granting advancement in rank, is making a formal commitment to strengthen institutional stability, while enhancing a faculty member's willingness to devote their talents to Butler County Community College. Likewise, a faculty member awarded advancement in rank is making a professional commitment to the College by fostering academic growth and pursuing academic excellence.

H. Effective with the 2012-13 Academic Year, an "Advancement in Rank Review Committee: will be established upon execution of this Agreement, consisting of equal numbers of members of the full-time tenured faculty and Administrators. The Review Committee will be comprised of ten (10) members. The Bargaining Unit members shall select five (5) full-time Tenured faculty members in accordance with its Constitution and By-Laws and the President shall appoint five (5) Administrators.

I. The Review Committee will be charge to make recommendations and refine the current advancement in rank minimum degree and service requirements and procedures for advancement in rank as defined in paragraph G. above on or before May 15, 2013, subject to provision of paragraph D. above.

J. The revised criteria established by the Advancement in Rank Review Committee will be implemented effective with the 2013-2014 Academic year. All full-time tenured faculty members will maintain their highest achieved academic rank as of July 1, 2013, and receive a one-time adjustment to his/her base salary based on his/her highest achieved rank as of July 1, 2013, beginning in the 2014-2015 Fiscal/Academic year based on achieved rank as follows:

Assistant Professor	\$1000
Associate Professor	\$1300
Professor	\$1600

K. Any full-time tenured faculty members who desire to apply for subsequent advancement in rank may apply beginning in the 2013-2014 Academic year under the revised criteria for Advancement in Rank. Employees achieving advancement in rank after July 1, 2015 will receive the one-time adjustments to his/her as follows:

Assistant Professor	\$750
Assistant Professor	\$1000
Professor	\$1250

No limits shall be placed on the number of eligible faculty members who may be granted advancement in rank or receive the associated compensation in any particular fiscal/academic year.

Article 7 – Tenure
Recommendation:

During the Fact-Finding Hearing the Association agreed to the Board’s proposal from October 16, 2012 to amend Article 7 as follows:

L. Effective with the 2014-2015 Fiscal/Academic Year, all current full-time tenured faculty members who have attained tenure status will receive a one-time adjustment to their base salary in the amount of \$400 in recognition of obtaining tenure.

M. Any faculty member obtaining tenure in 2014-15 or subsequent years will receive a one-time adjustment to his/her base salary in the amount of \$300 effective with the beginning of the next fiscal/academic year based on his/her work schedule.

Article 10 – Part-time Employees

Recommendation:

Amend section F. Compensation as follows:

1. Part-time employees shall receive compensation at the rates following:

a.	2012-2013	--	\$790.00 per equated credit hour
b.	2013-2014	--	\$790.00 per equated credit hour
c.	2014-2015	--	\$800.00 per equated credit hour

2. Part-time employees with a workload of more than 12 equated credit hours but less than 14.75 equated credit hours in a semester will receive 1 ½ times the applicable credit hour rate listed above for all credit hours above 12 but less ~~that~~ *than* 14.75.

Article 14 – Compensation and Full-time Employees

Recommendation:

Compensation will be as follows:	2012-2013	\$2000 to base plus 2.75%
	2013-2014	\$675 to base plus 1.75%
	2014-2015	3%

The 2012-2013 increases will become effective July 1, 2013.

The 2013-2014 increases will become effective July 1, 2013.

The 2014-2015 increases will become effective July 1, 2014.

Overload:	2012-2013	\$800
	2013-2014	\$810
	2014-2015	\$820

Changes to the healthcare plan will be as follows:
 Plan modifications effective July 1, 2013

Annual Out-of-Pocket Maximums:	Individual	\$250
	Family	\$500

Plan payment Level: 90% for selected services until out of pocket maximum is met then 100%

Employee monthly contribution:	Individual	\$122
	Parent & Child	\$142
	Parent & Chidn	\$142
	Husband & Wife	\$152
	Family	\$162

Plan modifications effective July 1, 2014

In Network Deductible:	Individual	\$250
	Family	\$500

Article 20 – Leaves of Absence

Recommendation: Status Quo.

Article 26 – Work Load

Recommendation:

The following language will be recommended effective July 1, 2013. However, the parties joint committee may continue to meet and work on this Article in order to refine it further. Mutually agreeable changes may be made and replace what is written below prior to July 1, 2013.

The job descriptions mentioned in the language below will refer to the job descriptions provided at the Fact-Finding Hearing which were a part of the Board’s proposals.

It is understood that in locating volunteers, in accordance with the language below, that the Board may go outside the bargaining unit to obtain volunteers if none are available from within the bargaining unit.

It is also understood that the Board will not mandate an employee for consecutive years.

Article 26 -- Faculty Workload

A. Credit Hours

A “credit hour” shall be defined as a minimum of 770 minutes and a maximum of 794 minutes of lecture instruction per semester/session. The “normal teaching load” for full-time teaching faculty is thirty (30) equated credit hours per academic year. The term “underload” means less than 14.75 equated credit hours per semester.

For the purpose of this Agreement, 29.50 to 29.99 equated credit hours shall be considered as thirty (30) equated credit hours.

For the purpose of this Agreement, fifteen (15) equated credit hours shall be considered a normal teaching load for a semester. The job description for the Full-time Teaching Faculty is contained in the Exhibits of this Agreement.

To provide a normal teaching load, the College may assign the following, provided that such course or project is available and the faculty member is qualified:

1. Courses in your own division or in another division or department. (Under this option, the College may replace a part-time position with a full-time employee in order to provide this coverage.)
2. Academic projects which equate to comparable credit hours as determined by the Vice President for Academic Affairs.
3. Faculty members who are assigned to building coverage in the Fieldhouse shall receive one (1) hour of release time per semester, which equates to five (5) hours of building coverage per week.

If a course or academic project is not available, the faculty member may teach an underload in the fall semester by deferring credits to the spring semester, subject to the approval of the Vice President for Academic Affairs.

Underload

B.

If an underload is approved for either semester of an academic year, the College may assign a maximum of 18 credit hours during the other semester of the same academic year to reach 30 equated credit hours.

There will be no loss in salary during an academic year for an underload in either semester, provided the employee teaches a normal teaching load, as defined above, during the academic year. No faculty member shall receive compensation for an "overload" when the employee has an approved underload scheduled during an academic year, unless the total workload exceeds 30 credit hours for the academic year.

In the event that the workload does not:

1. equal 30 equated credit hours for an academic year; or,
2. equal 15 equated credit hours for a semester, and, respectively to 1. and 2. of Section B. above, the employee has (i) received compensation during that academic year for an overload, or (ii) received compensation for a full semester while teaching less than 15 equated credit hours, and quits or is terminated; then the difference shall be deducted automatically from any compensation due the faculty member by the College, or in the event of termination or retirement from any funds due the employee. If pro-ration is possible, the College shall pro-rate the repayment over the remaining pay periods for that fiscal year.

C. Laboratory Hours

A laboratory credit hour shall be defined according to the following ratios of equation:

1. Laboratory contact conducted by a Unit member without assistance will receive a credit value of 0.75.
2. All assisted laboratory contact will receive a credit value of 0.67.
3. In the Nursing Division, the following credit values will be used to determine a full workload: Lecture - 1.00; Clinical - 0.75; and, Clinical Coordination – 0.50.
4. For a faculty member who teaches a course having multiple lab sections associated with a single lecture and if the faculty member teaches lecture and lab and if the total enrollment is greater than 35 at the end of the third week enrollment census date, then the work load credit value for the labs associated with the course will be calculated as follows:

Assisted Labs:

First laboratory credit value will be 0.67

Additional laboratory credit value will be 0.75

Unassisted Labs:

First laboratory credit value will be 0.75
Additional laboratory credit value will be 0.90

5. The determination of assisted or unassisted will be considered on a course by course basis. The assignment of laboratory assistance to specific courses will be the decision of the respective Dean, who will consult with both the Vice President for Academic Affairs and the Faculty member(s) involved.

Preparations

D.

1. A normal teaching load will consist of no more than three (3) preparations per semester within the 15 equated-hours-per semester or 30 equated hours-per-year definition. In areas where a normal load of 15 equated hours cannot be maintained with three (3) preparations, the respective Dean, with approval from the Vice President for Academic Affairs, reserves the right to assign a faculty member four (4) or more preparations. The faculty member assigned four (4) or more preparations under these circumstances shall receive compensation for preparations over three (3) at one-third (1/3) the normal overload rate for the equated credit hour portion of the preparations over three (3) required to bring the load to 15. Hours over 15 will, in this case, be paid at the normal overload rate.

Faculty members teaching preparations over three (3) in addition to their normal 15 equated hour load will receive only overload compensation, not the additional one-third (1/3) for the additional preparations.

Faculty members may request to teach preparations over three (3) if they so indicate in writing to the Vice President for Academic Affairs. Faculty members so requesting will not be paid the one-third (1/3) additional compensation for these preparations but will receive normal overload compensation for any hours over 15.

Schedules

E.

Faculty schedules may embrace day, evening, off-campus assignments, and distance education. (See Article 24, Section M, for Notification of Assigned Teaching Schedule.)

Non-Teaching Faculty

F.

For non-teaching faculty, which includes, but is not limited to, Counselors and Librarians, thirty-five (35) hours of work per week constitute a full workload (not including duty-free lunch periods). Part-time non-teaching faculty work less than thirty-five (35) hours per week.

Part-time Teaching Faculty

G.

The maximum teaching load for all part-time faculty is twelve (12) credit hours per semester. The job description for the Part-time Teaching Faculty is contained in the Exhibits of this Agreement.

H. Independent Study/Course by Appointment

Independent study and course by appointment will be done by employees on a volunteer basis only.

I. Overload Instruction

I.

1. Employees are permitted, on recommendation of the respective Dean and approval of the Vice President for Academic Affairs, to teach up to one (1) course, four (4) semester credit hours beyond the regular assignment during a semester. The respective Dean and the Vice President for Academic Affairs may approve an additional assignment of ~~one (1)~~ **two (2)** more courses (up to ~~four [4]~~ **six [6]** semester credit hours) in extenuating circumstances.

2. The rate of pay for overload instruction for employees is established in Article 14 – “Compensation and Full-time Employees Insurance Benefits.”

3. Employees assigned the responsibility for new course or program development may receive either equated credit hours or monetary compensation based on overload instruction compensation as set forth in this Agreement. The number of equated credit hours or the compensation shall be mutually agreed upon in advance of the undertaking.

4. Overloads, as defined in Article 26 – “Faculty Workload” cannot be assigned without the consent of the full-time Bargaining Unit employee.

5. If full-time Bargaining Unit employees are unable to fulfill their overload assignment(s), overload compensation will be prorated based on time worked. Use of sick, personal, or emergency leave is not acceptable for overload assignments.

Student Advising

J.

Student advising shall be a part of the normal work load. Employees shall be available to advise students during their posted office hours.

Summer Session

K.

An employee will be permitted, on recommendation of the respective Dean and approval of the Vice President for Academic Affairs, to teach up to ~~nine (9)~~ **ten (10)** credit hours during the summer. The option to teach summer courses will be offered to employees on the basis of their seniority as defined in Article 17. The summer session teaching rate of pay for employees will be the same as the semester overload rate as provided in Article 14.

L. Office Hours

Employees shall maintain a minimum of five (5) office hours per week on no fewer than two (2) different days and will attempt to schedule their office hours at such time as will accommodate the needs of their students. The schedule of office hours for each employee shall be posted in such a manner so as to be easily observed by students. Any employee who is required to attend a scheduled College meeting or to attend to official Association business, pursuant to this Contract,

during his/her scheduled, posted office hours shall not receive a negative evaluation, a loss of pay, an unfavorable personnel action, or any disciplinary action as a result of said attendance.

Campus Presence

M.

Teaching faculty are not required to be on campus unless meeting their responsibilities as defined in this Agreement.

Office Space

N. Off

Part-time instructors teaching nine (9) credits or more may apply for available office space. The College will consider such applications and may assign such space as is available, at its discretion.

Innovative Practices

O. I

Should the College schedule any classes outside of the normal parameter of a semester/session, Monday through Friday, that results in faculty members having a reduced workload because such classes were canceled due to non-enrollment of students, the faculty members will have their workload adjusted according to Section A of this Article.

Workforce Development

P.

An employee will have the option to consider teaching Business and Industry Training courses as part of load and/or overload. An employee will be permitted on recommendation of the respective Dean and the Director of Business and Industry Training and approval of the Vice President for Academic Affairs and Vice President for Continuing Education and Off-Campus Sites, to teach up to three (3) credit hours during a semester. The Workforce Development teaching rate of pay for employees will be the same as the per credit pay rate as provided in Article 14. Credit courses will be considered first in determining workload by the respective Dean.

J Session

Q.

An employee will be permitted, on recommendation of the respective Dean and approval of the Vice President for Academic Affairs, to teach up to three (3) credit hours during the J Session (January). The option to teach J Session courses will be offered to employees on the basis of their seniority as defined in Article 17. The J Session teaching rate of pay for employees will be the same as the semester overload rate as provided in Article 14. Credit hours taught during the J Session will not count towards workload.

R. Program, Course, and Assessment Duties

The Dean reserves the right to determine each fiscal year if there will be assignments made for program(s), course(s), and/or assessment duties and the respective Dean reserves the absolute right and discretion to determine which faculty member will be appointed to such position. Programs and/or course duties may be combined. The job descriptions for the possible Program Director, Program Coordinator, Course Coordinator, Program Assessment Contact, Program Clinical Coordinator, and Nursing Program Lead Instructor positions are contained in the Exhibits of this Agreement.

Job descriptions for the Program, Course, and Assessment Duties will be reviewed and updated on or before April 30 of each academic year with the Division Deans, Vice President for Academic Affairs, and the Director of Human Resources. The Director of Human Resources will share any revised job descriptions with the Union President. The revised job descriptions will be attached to the Faculty Supplemental Program, Course, and Assessment Duties Request Form. Interested faculty will complete the Faculty Supplemental Program, Course, and Assessment Duties Request Form and submit to the Division Dean indicating interest in the position(s). The assignment of duties is at the discretion of the Division Dean. In the event the Division Dean does not receive a Program, Course, and/or Assessment Duties Request Form, the College reserves the right to assign duties based on specific program accreditation, regulation compliance, program needs, course needs, and/or program assessment needs. Effective on or after ratification date of this Agreement, the compensation for assignments for the program, course, and/or assessment are as follows:

Program Director 6 credits per fiscal year (July 1 – June 30) - May be comprised of workload and/or overload for full-time faculty as determined by the Dean. Specific program accreditation and regulation compliance may require the Program Director to work during the summer session in which up to three (3) additional credits will be compensated.

Program(s) Coordinator A one-time adjustment of \$1,975 will be added to his/her base salary for the assigned Program Coordinator duties. Regular full-time teaching faculty within the discipline shall be given first consideration for the assigned Program Coordinator duties. The assignment of Program Coordinator duties is at the discretion of the Division Dean. If no full-time faculty teaching within the discipline request the assigned duties, then requests from full-time faculty teaching within the division will be given first consideration. The assignment of Program Coordinator duties is at the discretion of the Division Dean. If no full-time faculty teaching within the division requests the assigned duties, then requests from part-time faculty teaching within the division will be given first consideration. The assignment of Program Coordinator duties is at the discretion of the Division Dean. Should a faculty member serving as a Program Coordinator no longer serve in such capacity either voluntary or involuntary, his/her salary will be reduced by \$1,975.

Course(s) Coordinator
2-10 per course sections. 25 credits per semester (fall/spring)

11-20 per course sections.50 credits per semester (fall/spring)

21 & ↑ per course sections75 credits per semester (fall/spring)

May not be part of full-time faculty workload. Will be compensated only as overload for full-time teaching faculty and per credit hour for part-time teaching faculty. Regular full-time teaching faculty within the discipline and teaching the course shall be given first consideration for the assigned Course Coordinator duties. The assignment of Course Coordinator duties is at the discretion of the Division Dean. If no full-time faculty teaching within the discipline and teaching the course request the assigned duties, then requests from full-time faculty teaching within the division will be given first consideration. The assignment of Course Coordinator duties is at the discretion of the Division Dean. If no full-time faculty teaching within the division requests the assigned duties, then requests from part-time faculty teaching within the division will be given first consideration. The assignment of Course Coordinator duties is at the discretion of the Division Dean. Assignment of Course Coordinator Duties is for the Academic year and is based on individual course code(s).

Program Assessment Contact .25 credits to be paid when the information for each ILOC Form is submitted and approved by the Academic Assessment Division. May not be part of full-time faculty workload. Will be compensated only as overload.

Program Clinical Coordinator - 1.50 credits per semester/session (fall, spring, and summer) May be comprised of workload and/or overload for full-time faculty as determined by the Dean. Program Clinical Coordinator duties are only applicable for the Nursing and Allied Health Division.

Nursing Program Lead Instructor - 2.00 credits per semester (fall and spring) May be comprised of workload and/or overload for full-time faculty as determined by the Dean.

Article 35 – Pay for Accumulated Sick Leave

Recommendation:

During the Fact-Finding Hearing the Association accepted the Board's proposal from October 16, 2012 to amend Article 35 as follows:

Days Pertaining To Retirement

- A. Regular full-time faculty members employed prior to July 1, 1993, who retire under a retirement program from the employ of the Butler County Community College will be entitled to pay for accumulated and unused sick leave days to a maximum of one hundred *fifteen* (~~100~~ 115) (days based on the computation schedule set forth in Paragraph B. of this Article.
- B. Computation Schedule

1. A daily rate for each year of employment will be computed by dividing the base salary for each year worked by the number of contract days worked in that year and multiplying by the fraction of the contract year worked.
 2. An average daily rate will be computed by adding the daily rates for each year of employment and dividing the sum by the number of years worked.
 3. The average daily rate will be multiplied by the number of days of accumulated sick leave (100 days maximum) times 50 percent (50%) to arrive at the terminal pay amount.
- C. Full-time faculty members who are employed on or after July 1, 1993, and retire under an applicable retirement system from the Butler County Community College shall receive a lump-sum payment upon retirement equal to the product of ~~\$40.00~~ \$45.00 multiplied by the number of accumulated sick leave days, which such faculty member has at retirement, to a maximum of ~~100~~ 115 days.
- D. Pay for accumulated sick leave up to a maximum of ~~100~~ 115 days (based on computation schedule in B. and C. above) will be paid as defined under IRS guidelines should the member die while employed at the College.

Article 36 – Retirement Incentive Program

Recommendation:

Article 36 -- Retirement Incentive Program

During the term of this Agreement, the following Plan shall be in effect.:

Option 1:

A. Restrictions and Qualifications

The “Retirement Incentive Program” is available for retirements effective during the ~~2008-2009~~ 2013-2014 Academic Year. All Full-time Bargaining Unit members who wish to apply for the retirement incentive must submit to the Human Resources Office on or before ~~February 20, 2008~~ February 20, 2013, a notification of retirement to be effective between ~~July 1, 2008~~ July 1, 2013, and ~~June 30, 2009~~ December 31, 2013, and must include the actual date of retirement. The notification of retirement will remain with the Human Resources Office for 30 days following the date of receipt of notification. On the 31st day the immediate supervisor, respective Vice President, and President will be notified.

B. Eligibility

In order for regular full-time Bargaining Unit members to have their application considered, they must meet the following four requirements:

1. Must apply by ~~February 20, 2008~~ April 20, 2013, and include the actual date of retirement when submitting notification of retirement; and
2.
 - a. Must have at least fifteen (15) years of continuous regular full-time employment at Butler County Community College prior to the effective date of retirement; or
 - b. Must be employed as a regular full-time Bargaining Unit member on or before January 2, 2000, and have at least fifteen (15) years of combined full and part-time faculty employment at Butler County Community College prior to the effective date of retirement; and
3. The employee must actually retire under the applicable retirement program; and
4. Must retire between ~~July 1, 2008~~ July 1, 2013, and ~~June 30, 2009~~ December 31, 2013.

C. Rights and Benefits

1. Eligible retired employees will receive a retirement remuneration of ~~\$30,000~~ \$20,000 payable over a two-year period with one-half payment at the time of retirement and one-half payment on or before July 31, 2009. ~~If the retiree dies prior to the payment of the entire retirement remuneration, the remaining payments will continue to be paid according to IRS guidelines.~~
2. ~~Eligible retired employees who were employed as a full-time employee prior to July 1, 1993, meet the criteria under Option 1 above, and retire under an applicable retirement system from the Butler County Community College shall receive a lump-sum payment upon retirement equal to the product of \$45.00 multiplied by the number of accumulated sick leave days, which such faculty member has at retirement, to a maximum of 100 days. This provision supercedes Article 35, Pay for Accumulated Sick Leave, C. when an eligible retired employee meets the criteria under Option 1 above.~~
3. ~~Pay for accumulated sick leave up to a maximum of 100 days (based on computation schedule in 2. above) will be paid as defined under IRS guidelines should the member die while employed at the College.~~
4. The retiree, the retiree's spouse and dependent children (as defined by the Federal Income Tax definition of "Dependent Children") may attend credit classes at Butler County Community College with a waiver of tuition. The retiree must pay all regular fees, other than tuition.

All Option 2 Language will be deleted.

Article 39 – Distance Learning

Recommendation:

Article 39 -- Distance Learning Education

A. Definitions

1. Distance Education (DE) – Instruction which links any BC3 campus or other instructional sites to one another and/or to remote facilities located at off-campus locations. It shall include but not be limited to telecourses interactive television (iTV), interactive video transmission, online courses that utilize the Internet and the College’s Learning Management System (LMS), cable-based courses or a combination of these multimedia delivery systems.

2. Telecourses - Courses that combine professionally produced videotapes, DVDs, or televised lessons with textbooks and other materials. Learning Management System (LMS) – Also referred to as a Content Management System (CMS) or Virtual Learning Environment (VLE), the Learning Management System is web-based software used to deliver course content, resource materials, assignments and assessments to students via the Internet. An LMS also provides asynchronous and synchronous means for faculty/student interaction by way of discussion boards, email, chat rooms, webconferencing, and other web-based communication tools.

3. Interactive Television (iTV) – Delivery of a course using video conferencing technology to allow the instructor and students to have video and audio interaction from separate remote locations via televisions and/or computers with Internet, video and audio capabilities.

3 4. Online Courses – Courses that primarily use the Internet are delivered exclusively in an online format using the College’s Learning Management System (LMS), and other web-based technologies for instruction and class interaction.

5. Online Hybrid Courses - Online hybrid courses can include on-campus sessions for labs, presentations, midterms, finals, etc. These courses will be designated as “Hybrid” on the College’s course schedule. Specific on-campus requirements will be identified on the course outline.

B. Technical Support – The College will provide technical support appropriate for the delivery system implemented; all third-party software that is integrated into the College’s learning management system, and all technologies officially adopted by the College for use in Distance Education.

C. Training – The College will provide training for faculty in the use of educational technology in general. Training which is specific to a particular delivery system will be provided to interested faculty distance education technologies and teaching practices will be provided on an as-needed basis to interested faculty and those agreeing to teach via Distance Education.

D. Voluntary Participation – The use of Distance Education as a delivery system for credit courses will be on a voluntary basis.

E. A faculty member who is interested in offering an approved course through Distance Education will:

1. Satisfactorily complete a training program in the delivery system which will be used;
2. Submit a proposal to the respective Dean, Dean of Educational Technology, and Vice President for Academic Affairs identifying the course to be taught and the delivery system to be used. The proposal will include the faculty member’s assessment of the number of hours required for course development, if necessary. Other items to be included are:

- a. ~~Course outline, two (2) sample lessons, and contact information including email address and telephone number;~~
 - b. ~~Travel of the faculty to the remote site(s) and expectations for reimbursement;~~
 - c. ~~Technical support at each site;~~
 - i. ~~Audio-visual assistance~~
 - ii. ~~Computer technical assistance~~
 - c. ~~Other staffing requirements (proctors, etc.); and~~
 - d. ~~Additional hardware and software requirements beyond current College capabilities and cost of such.~~
3. ~~The last dates for submission for proposals are February 15 for the fall semester and October 1 for the spring/summer semesters. Exceptions will be reviewed on a case-by-case basis.~~
4. ~~Vice President for Academic Affairs will approve/disapprove the proposal based on the recommendation of the respective Dean and Dean of Educational Technology.~~
5. ~~Proposals must be submitted by the instructor for each course and type of delivery system used. If a significant change occurs in the methodology or required resources, the proposal should be revised and resubmitted.~~
- F. ~~A new course, or an experimental course, must be approved through the applicable course approval process before a proposal can be submitted to the Vice President for Academic Affairs requesting that the new course or experimental course be delivered through distance education.~~
- G **E.** ~~The College may also request that an approved course be offered through Distance Education. In this case, the respective Dean with the Vice President for Academic Affairs² and Dean of Education Technology's approval will prepare a proposal (see E.2. a-e) to which will include the course description and the delivery system.~~ **offer** ~~The course will be offered to~~ faculty in the appropriate discipline who have received training in the required delivery system, or who can successfully complete a training program prior to the beginning date of the course.
- H **F.** ~~Compensation and Workload~~
1. ~~Compensation and workload (equated credits) for Distance Education will be the same as traditional classes according to the applicable rates set forth in the collective bargaining agreement as amended by this aAgreement.~~
2. ~~Payment for course development time will be at the discretion of the College, and be a minimum of one (1) credit of overload. (See E.2. above)~~
3. ~~Telecourses will be taught on an overload basis and will be limited to one (1) telecourse per semester. The telecourse pay rate is: 1 = 9 students = .10 x number of credits x the overload rate x number of students. Payment is based on the total enrollment at the third week of enrollment census date.~~
- 4 **2.** ~~Enrollment for First-Time Internet Teaching Online Instruction~~
- a. ~~The enrollment will be limited to 15 20 students for the first time an instructor teaches an internet-based course.~~
 - b. ~~If higher enrollments are mutually agreed upon by the instructor and the respective Dean, Dean of Educational Technology, and Vice President for Academic Affairs (first time only), additional compensation will be paid at .050 x number of credits x overload rate for each additional student up to 20 25.~~
- 5: **3.** ~~Enrollment for Subsequent Internet Teaching Online Instruction~~

- a. The enrollment will be limited to ~~20~~ 23 students each additional time an instructor teaches an internet-based course.
- b. If higher enrollments are mutually agreed upon by the instructor and the respective Dean, Dean of Educational Technology, and Vice President for Academic Affairs, course enrollment may increase to ~~22~~ 25.

~~F~~G. Class Size

1. The class size for a Distance Education course with the exception of ~~Internet courses~~ online instruction will be the same as the generally accepted limit for a comparable traditionally taught course.
2. Class size will not exceed the generally accepted limit without the instructor's prior approval.

~~F~~H. Evaluation

1. Faculty evaluation when teaching distance education courses will have the same three (3) evaluation components (student, peer, administrative) as traditionally taught courses.
2. An evaluation of a distance education course by an administrator at a remote site will be announced in advance of the class session.

~~K~~I. Intellectual Property Rights

~~Prior to the sale and/or commercial distribution of any Distance Education Course by a member of the Bargaining Unit or the College, the College and Bargaining Unit shall come to a written agreement in accordance with the following conditions and the provisions of the Collective Bargaining Agreement with regard to the joint ownership rights of the course together with the distribution of the proceeds from the sale and/or distribution of the course.~~

~~1. The College shall maintain control and ownership rights over Distance Education courses in conjunction with the faculty who produce the course with regard to the curricula and course offerings.~~

~~2~~ 1. A faculty member's lectures, and notes, audio/visual recordings, etc. regarding the course shall remain his or her own property.

~~3~~ 2. ~~The College and the Bargaining Unit shall come to a written agreement with regard to the distribution of proceeds from the sale or use of Distance Education courses excluding tuition payments for said courses which are to be received by the College. Faculty may share their course content (including those items mentioned in #1 above) with another faculty member only if permission is granted in writing by the content developer and filed with the Dean of Educational Technology.~~

~~4~~ 3. ~~If the Distance Education course is to be offered or used by anyone other than the original creator(s), the College may pay the creator(s) a fee for the use of the course or materials in an amount to be negotiated between the College and the Bargaining Unit prior to its use. In the event that a faculty member is rendered incapable of completing his or her distance learning teaching assignment, the College has the right to transfer the original instructor's course content (including those items mentioned in #1 above) to another instructor for the remainder of the current semester only in order to complete the semester.~~

J. Distance Education Exams

2. Instructors teaching courses delivered via distance education must adhere to and follow

the College's posted final exam schedule.

3. On-campus exams required for online hybrid courses must be proctored by the course instructor. If the course instructor is unable to proctor his or her exams, a qualified instructor must be appointed from the same academic division to proctor the exams.

4. Proctoring schedules for on-campus exams are set by the course instructor, and the course instructor is responsible for reserving a time and location for the exam.

K. Online Instruction Guidelines

1. A faculty member who is interested in teaching an online course will adhere to the Interregional Guidelines for the Evaluation of Distance Education enforced by the Middle States Commission on Higher Education (MSCHE).

Article 42 – Effective Date, Mutual Option Provisions and Signatures

Recommendation: The effective date and term of this new Agreement will be July 1, 2012, through June 30, 2015.

As both parties are aware, it is this Fact-Finder's job to write a report that will hopefully strike a balance between what both parties can accept and live with. The parties may not be overjoyed but should be satisfied. When considering these recommendations the parties should consider all recommendations in context with each other's goals along with the cost associated and the terms of not only these recommendations but all of the previous tentative agreements as well. This Report should be given due consideration as a fair and equitable settlement that both sides can live and work with.



February 25, 2013:

Marc A. Winters