

8-28-2025 FPC PACKAGE PROPOSAL

FAC Proposal 2025-02-24

FAC Proposal, Revised for Clarity, 2025-03-14

FPC's Counter Proposal 3-21-2025

FAC Counter Proposal 2025-04-10

5-21-2025 FPC Counter Proposal

FAC Counter Proposal 2025-07-23

This is a package proposal submitted by FPC for 8-28-2025

Article (TBD) Management Rights

The management of the University and the direction and the control of employees, including the right to plan, direct and control University operations; to determine the number and location of operation; to determine the means, methods, schedules of operation; to alter, rearrange, change, extend, curtail, or discontinue its operations partially or completely; to determine the methods of educational delivery to be used and services to be rendered; to determine the size, scheduling and assignment of employees; to establish standards and maintain quality of performance; to establish and require employees to observe University rules and regulations and reasonable standards of conduct; to maintain order and discipline or discharge employees, shall be the right, solely and exclusively, of the University administration

This a package proposal.

Section 33.0 below is proposed as a new section for the Faculty Handbook.

33.0 Administrative Actions

Discretionary or implied administrative authority within, expressed or implied in the collective bargaining agreement, must be exercised reasonably and fairly, rather than arbitrarily or capriciously. Faculty member(s) may request in writing rationale and justification be provided for an administrative action or decision that is relevant to them under the collective bargaining agreement, and/or regarding compensation (e.g., salary, wages, other internal funding, etc.), hours of employment, and/or working conditions exercised through such authority. The administrator(s) to whom the request is made shall respond with written rationale and justification within fourteen (14) days of the request.

In the case that the Faculty Contract or Faculty Handbook already calls for rationale and/or justification on a decision or action, this section does not remove such expectations or alter that language. Nor does this alter the University's obligation to bargain collectively with FAC regarding salary and/or wages, hours of employment, and working conditions of the members of the bargaining unit in accordance with the law. (See for reference Faculty Contract Article 2 and Faculty Handbook Section 15.0).

Commented [SM1]: This is a legend to show the progress.

FAC originally proposed a new Handbook Section 33 and changes to only FHB 16.0 on February 24, 2025. That work should have stayed in purple on subsequent counter proposals.

FPC asked for clarity on a few points on the new Section 33. So we resubmitted on March 14, 2025, keeping the purple text but highlighting the changes. Again this should have remained this way going forward.

However FPC changed our purple to blue and then struck it out in their March 21, 2025 counter. They also added 16.2, 16.3, and a new 16.7.

Next came FAC's counter in green on April 10, 2025, followed by FPC's counter on May 21, 2025 in red, and again our counter on July 23, 2025, now in orange.

New in the August 28 FPC package is the blue highlighting, including the new "Management Rights" article.

Package proposals bundle various items together and parties must accept or reject the entire package as a whole

New Faculty Handbook Section, the number may change but for ease of reference in this and other proposals, we have labeled it as Section 33.0.

1 **33.0 Administrative Actions**

2 Discretionary or implied administrative authority within the collective bargaining agreement,
3 must be exercised reasonably and fairly, rather than arbitrarily or capriciously. Faculty
4 member(s) may request in writing rationale and justification be provided for an administrative
5 action or decision that is relevant to them under the collective bargaining agreement, and/or
6 regarding compensation (e.g., salary, wages, other internal funding, etc.), hours of employment,
7 and/or working conditions exercised through such authority. The administrator(s) to whom the
8 request is made shall respond with written rationale and justification within fourteen (14) days of
9 the request.

10
11 ~~In the case that the *Faculty Contract* or *Faculty Handbook* already calls for rationale and/or~~
12 ~~justification on a decision or action, this section does not remove such expectations or alter that~~
13 ~~language. Nor does this alter the University's obligation to bargain collectively with FAC~~
14 ~~regarding salary and/or wages, hours of employment, and working conditions of the members of~~
15 ~~the bargaining unit in accordance with the law. (See for reference *Faculty Contract* Article 2 and~~
16 ~~*Faculty Handbook* Section 15.0).~~

New Faculty Handbook Section, the number may change but for ease of reference in this and other proposals, we have labeled it as Section 33.0.

17 **33.0 Administrative Actions**

18 Discretionary or implied administrative authority within the collective bargaining agreement,
19 must be exercised reasonably and fairly, rather than arbitrarily or capriciously. Any FAC Officer
20 may request in writing rationale and justification be provided for an administrative action or
21 decision that is relevant to the collective bargaining agreement, and/or regarding compensation
22 (e.g., salary, wages, other internal funding, etc.), hours of employment, and/or working
23 conditions exercised through such authority. The administrator(s) to whom the request is made
24 shall respond with written rationale and justification within **thirty (30)** ~~fourteen (14)~~ days of the
25 request.

26
27 ~~In the case that the *Faculty Contract* or *Faculty Handbook* already calls for the provision of~~
28 ~~rationale and/or justification on a decision or action, either to faculty member(s) or to FAC~~
29 ~~Officer(s), this section does not remove such expectations or alter that language. Nor does this~~
30 ~~alter the University's obligation to bargain collectively with FAC regarding salary and/or wages,~~
31 ~~hours of employment, and working conditions of the members of the bargaining unit in~~
32 ~~accordance with the law. (See for reference *Faculty Contract* Article 2 and *Faculty Handbook*~~
33 ~~Section 15.0).~~

1 **16.0 Complaint/Grievance/Arbitration Process**

2 A faculty member, a group of faculty members, or the Faculty Affairs Council may file a
3 ~~complaint or grievance when an allegation that~~ an allegation (“allegation”) that there has been a
4 violation of the collective bargaining agreement, ~~the terms of employment, or incorrect,~~
5 ~~improper, arbitrary and/or capricious the terms of employment, or incorrect or improper or~~
6 ~~interpretation, incorrect or improper interpretation, incorrect, improper, or arbitrary, or capricious~~
7 ~~interpretation,~~ enforcement or application of the collective bargaining agreement or the terms of
8 employment, ~~or arbitrary or capricious, unreasonable, and/or unfair or arbitrary or capricious,~~
9 ~~unreasonable and/or unfair~~ administrative decisions (~~see for reference Section 33.0~~) or arbitrary
10 ~~and capricious, unreasonable, and/or unfair~~ administrative decisions. This includes, but is not
11 limited to the following:

- 12 A. Dismissal, suspension, non-reappointment, denial of advancement in rank, or denial of tenure
13 when the faculty member alleges a violation of academic freedom;
- 14 B. Dismissal, suspension, non-reappointment, denial of advancement in rank, or denial of tenure
15 when no violation of academic freedom is alleged;
- 16 C. Other matters covered by the ~~Faculty Handbook, the Master Agreement, the Master~~
17 ~~Agreement, or applicable applicable this this applicable~~ collective bargaining ~~agreements.~~
18 ~~agreements.~~

19 All such allegations will be addressed through the three-stage process described in Sections 16.1
20 through 16.5 below.

21 **16.1 Complaint Stage**

22 The initial allegation ~~of a violation of the collective bargaining agreement or the terms of~~
23 ~~employment, or an incorrect or improper, arbitrary, or capricious interpretation, enforcement or~~
24 ~~application of the collective bargaining agreement or the terms of employment~~ is referred to as a
25 complaint.

- 26 A. Notification of Complaint: A faculty member must register a ~~Written notification of a~~
27 ~~complaint must be registered with the Chairperson of FAC and the Chairperson of FPC within~~
28 ~~fourteen (14) sixty (60) fourteen (14) thirty (30)~~ **fourteen (14)** calendar days of the incident.
29 ~~The registration of a complaint must be in writing and addressed to the Chairperson of FAC~~
30 ~~and the Chairperson of FPC. Such a complaint should include, but is not limited to, a short~~
31 ~~description of the incident (including the date of the incident) and the names of the parties~~
32 ~~involved, the specific sections of the collective bargaining agreement, Faculty Handbook, or~~
33 ~~alleged arbitrary or capricious enforcement or application of the collective bargaining~~
34 ~~agreement or the terms of employment and the remedy sought.~~

- 35 1) a short description of the situation (including the date of the incident);
- 36 2) identification of the specific section(s) of the collective bargaining agreement, that has been
37 allegedly violated;
- 38 3) and the names of the parties involved, and
- 39 4) the remedy sought.

- 40 B. Complaint Investigation: The Chairperson of FAC and the Chairperson of FPC, or their
41 designates, have 14 calendar days from the date of written notification to investigate the
42 complaint and to attempt to resolve it. ~~If the Chairperson of FPC is a named party, a designate~~
43 ~~for the Chairperson of FPC will be used for this investigation at the complaint stage and if this~~
44 ~~progresses, at the grievance stage as well.~~

1 C. Complaint Resolution: If the Chairperson of FAC, the Chairperson of FPC, and the
2 complainant agree on a resolution, it is binding on all parties. If all three parties do not
3 unanimously agree on a resolution within the 14 calendar days, the complainant or the officers
4 of FAC may move the complaint to the next stage of the process.

5 16.2 Grievance Stage

6 An unresolved complaint that is moved to the next stage of the process is a grievance.

7 A. Notification of Grievance: Written notification of a grievance must be registered with the
8 Chairperson of FAC and the Chairperson of FPC within fourteen (14) calendar days of written
9 notification of the lack of resolution of a complaint. The written notification of a grievance
10 should include, but is not limited to,

11 1) a description of the situation with the date of the incident and indication of what terms
12 or conditions the allegation involves, e.g., areas of the *Faculty Handbook*, the ~~Master~~
13 ~~Agreement~~, applicable collective bargaining agreements, or ~~the alleged arbitrary or capricious~~
14 ~~enforcement or application of the collective bargaining agreement or the terms of employment,~~
15 ~~or administrative decisions—rules/policies—the~~ the grievant believes are relevant to the allegation
16 ~~(the date of the incident and indication of what terms and conditions of employment were~~
17 ~~violated),~~

18 ~~B. 2) identification of the specific section(s) of the collective bargaining agreement~~
19 ~~allegedly violated,~~

20 ~~3) 2) the names of the parties involved, and~~

21 ~~4) 3) the remedy sought.~~

22 B. Grievance Investigation: The Chairperson of FAC and the Chairperson of FPC, or their
23 designates, have 14 calendar days from the date of written notification of a grievance to
24 investigate and attempt to resolve it.

25 C. Grievance Resolution: If the Chairperson of FAC and the Chairperson of FPC agree on a
26 resolution, it is binding on all parties. If the Chairperson of FAC and the Chairperson of FPC
27 are unable to agree on a resolution ~~within 14 calendar days,~~ within 14 calendar days the
28 grievance ~~must~~ may be submitted to binding arbitration ~~within 14 calendar days as described~~
29 ~~in Section 16.3.~~

30 16.3 Arbitration Stage

31 If the Chairperson of FAC and the Chairperson of FPC are unable to agree on a resolution, the
32 grievance ~~will~~ may be submitted to binding arbitration within ~~70 28-70 45-70~~ 60 calendar days of
33 the date of the written notice of the grievance.

34 Arbitration shall be held under the voluntary arbitration rules of the American Arbitration
35 Association (AAA). The Arbitration hearings shall be held in Scranton, unless otherwise agreed to
37 in writing.

38 The arbitrator's decision is final and binding upon all parties involved in the grievance. The
39 arbitrator has no power to add to, subtract from, or modify the clauses or terms of the *Faculty*
40

1 *Handbook*, Master Agreement or other collective bargaining agreements. The arbitrator can decide
2 only the issues contained in the written grievance.

3 The arbitrator's fees and any other fees relating to the arbitration proceedings shall be shared
4 equally by the Faculty Affairs Council and the University. Each party is responsible for its own
5 costs in the preparation and presentation of its case to the arbitrator. Both parties agree, however,
6 that the Chairpersons of FAC and FPC, or their designates, may present any case to an arbitrator.

7

8 **16.4 Time Limits and Extensions**

9 **16.5 FAC Rights in the Complaint/Grievance/Arbitration Process**

10 **16.6 Limitations Regarding Arbitration**

11 No changes

12 **~~16.7 Conflicting Allegations/Complaints/Grievance~~**

13 ~~If issues arise between faculty members claiming conflicting rights under the Collective~~
14 ~~Bargaining Agreement, the Chairperson of FAC and the Chairperson of the FPC will meet to~~
15 ~~determine whether the conflicting allegations can be resolved without violating or changing the~~
16 ~~language in the collective bargaining agreement. The Chairperson of FAC and Chairperson of FPC~~
17 ~~will work to resolve the issue. Should that effort fail then the matter will not be complaintable or~~
18 ~~grieveable.~~