

**Delaware Valley College Chapter**  
American Association of University Professors  
700 East Butler Avenue  
Doylestown, PA 18901  
(215) 489-2438

February 17, 2014

Delaware Valley College  
Attn.: Arthur Glass, V.P. for Finance and Administration  
700 E. Butler Ave.  
Doylestown, PA 18901

**RE: CBA Negotiations and Salary Proposal**

Dear Art:

The Delaware Valley College Chapter of the AAUP acknowledges receipt of the College's most recent correspondence and salary proposal, along with Exhibits A-D. We must start our response by taking exception to your mischaracterization that our union has not been engaging in meaningful negotiations designed to move the parties forward. Our negotiation team has expended countless hours over the course of more than a year meeting with Administration, engaging in the training and execution of the Interest-based model at the direct request of the Administration and ultimately reaching agreement with the Administration on precisely nothing with regard to the CBA. The continued paternalistic approach that only the Administration has the potential answers or solutions to the varied issues and accordingly will not cede any ground to the union is only serving to further divide the parties and ultimately bolstering the union's resolve.

Your most recent correspondence also mischaracterized whether the union commented or responded to the Administration's November 13, 2013 salary proposal. In addition to rejecting the Administration's offer, we engaged in lengthy discussions as to our multiple concerns about how the administration intended to fund the faculty salary increases going forward. We engaged in lengthy discussions as to the differences at other colleges in their use of Teaching Assistants, Lab Assistants, resources and higher salaries paid at other colleges where the faculty are not being paid on a 1:1 basis. Additionally, we discussed our willingness to re-arrange our proposal to make it more back-loaded and less burdensome on the College in the near term. We are the ones who raised the concept of reaching out to an Arbitrator, Mediator or some third party to assist in moving salary discussions along. We also proposed working collectively on future budgets in an effort to find appropriate resources to allocate to faculty salaries, but with absolutely no response from Administration. So to correct your statement, yes the union has provided multiple comments and attempted to re-structure our initial proposal since our receipt of the Administration's initial proposal on November 13, 2013.

That being said, it continues to be the union's desire to reach an agreement with the Administration that reflects a fair and equitable treatment of the faculty in a manner consistent with the treatment of the Administration. In so responding, we will address your revised proposal using the same numbering.

**Letter to Administration**

**February 17, 2014**

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1. As we stated initially, the faculty will only consider a five (5) year CBA if Years 4 and 5 create an incentive to the faculty that warrants extending an Agreement to that many years. Based on the Administration's revised proposal Years 3-5 are identical so there seems to be nothing gained by the faculty agreeing to such a lengthy term. However, as set forth herein, the faculty has revised its salary proposal to incorporate the Administration's desire for a 5 year term.
2. The faculty will not ratify any proposed CBA wherein more than 50% of the faculty will be de-valued by making them work more than some of their other colleagues for the same compensation. If it is the Administration's desire to implement that model it will need to propose ideas that will motivate those impacted faculty to become accepting of it.
3. The faculty is encouraged by the establishment of the proposed minimum salaries. However, this increase affects a small number of faculty and, by itself, will actually increase the salary compression that is already quite prevalent among the faculty at the College. Accordingly, we would also propose that all faculty at each rank also be raised by the average increase for each faculty member currently below the proposed Minimum Salary. For those ranks where there is currently no faculty below the proposed minimum, then, of course, there would be no increase for any of the faculty at that rank.
4. The faculty duly notes the Administration's desire to offer no faculty salary raise for the 2013-14 year and no offer of retroactivity. The faculty rejects this proposal and offers a counter-proposal as follows:

|         |                        |
|---------|------------------------|
| 2013-14 | \$0.00 salary increase |
| 2014-15 | \$4,000.00 increase    |
| 2015-16 | \$4,000.00 increase    |
| 2016-17 | \$6,000.00 increase    |
| 2017-18 | \$8,000.00 increase    |

This faculty proposal demonstrates a substantial reduction in total salary compensation to the faculty over the term of a five (5) year CBA than our original proposal.

While the Administration's revised proposal reflects an increase of approximately \$4,000.00 over the term of the CBA than your original offer, it still lags behind the adjusted cost of living and thus, reflects a loss to the faculty.

5. The faculty is also willing to engage in discussions regarding merit pay, but is skeptical it can be effectuated in an objective manner with clearly defined objectives and resources to fund it.

6. While the faculty agrees that for those faculty that do not or cannot currently contribute the required 9% to receive a matching 9%, the Administration proposal is a step in a positive direction. However, the union re-submits its original proposal that 403(b) matching should be applicable to all faculty earnings, including overload/adjunct pay.

With regard to the Exhibits attached to your correspondence, this response addresses Exhibit "A". Exhibit "B" appears to be consistent with our earlier discussions and should be able to be finalized at our next negotiation session. Exhibit "C" remains a Maternity Policy in response to our proposal of a Family Leave Policy. The inequity of available paid time off for various family issues between Administration and the faculty remains a concern of the faculty. We again re-submit our proposal for a Family Leave Policy and welcome meaningful discussion with regard to that initial proposal. As for Exhibit "D", we are re-drafting this document to be consistent in structure to that of Rider University, while modifying it to conform to the titles, size and design of DVC.

Lastly, we have not been reluctant to return to the negotiating table, rather we have not found it to be productive. Specifically, our last session wherein one of the Administrative team was overheard stating before the session began that this would be short since it was only going to consist of Administration's refusal to submit our salary issues to an Arbitrator. We caucused that day simply to address other relevant issues so that we did not clear 2 hours out of our schedules for what was clearly intended by Administration to be a 10 minute meeting. We have proposed Friday, February 21, 2014 from 3-5 p.m. and it appears that date is acceptable, so hopefully we can get proceed with meaningful negotiations.

Regards,

Delaware Valley College AAUP

**DELAWARE VALLEY COLLEGE**  
*Founded 1896*

January 28, 2014

Delaware Valley College  
Chapter of AAUP  
700 East Butler Avenue  
Doylestown, PA 18901

**SUBJECT: CBA negotiations and a new Salary Proposal**

Dear Tracy and Pike:

It is clear that the only way we are ever going to reach an agreement is if one party takes the initiative to move this process forward to meaningful negotiations. We accept that responsibility and to underscore our commitment to genuine and good faith negotiations, by this letter we are presenting to you and your committee for your earliest consideration a significant proposal that includes an economic package (but is by no means limited to economics) aimed at reaching an agreement on our salary issues.

In the fall, you gave us a salary proposal as follows:

1. 2013-2014 – a \$12,000 across-the-board increase to all Faculty (this is about a 20% increase and was and is rejected by the College).
2. 2014-2015 – 4% increase to all faculty salary.
3. 2015-2016 – 5% increase to all faculty salary.
4. Starting with 2013-2014 – 403(b) matching contribution for all courses taught at DVC (this was understood to refer to overloads).

Again, the College rejects the proposal. At our meeting on November 13, 2013, we gave you a detailed proposal, a copy of which is attached as Exhibit A. To date, we have received no comment and/or counter-proposal from your Committee.

In an effort to generate an agreement, the College, by this letter is modifying its salary proposal. Our revised proposal for settlement of salaries is as follows:

1. We reiterate our offer to have the CBA run 5 years (through summer 2018).

2. This item is critical in order for the College to fund items 3-5. Effective 7/1/14, faculty workload will be based upon credit hours as opposed to contact hours and calculated as follows:
  - a. Lecture courses will be calculated on a 1:1 basis.
  - b. Non-lecture teachings will be calculated on a 2:1 basis.
3. Beginning with the first full payroll period following ratification, the College will implement the following, newly established minimum salaries by rank. Any employee below the minimum salary for their rank will be raised to the minimum.

| <u>Rank</u>         | <u>Minimum Salary</u> |
|---------------------|-----------------------|
| Lecturer            | \$45,000              |
| Instructor          | \$50,000              |
| Assistant Professor | \$55,000              |
| Associate Professor | \$65,000              |
| Professor           | \$75,000              |

4. Annual salary adjustments:
  - a. Effective 7/1/14, salaries will be increased by 2% plus \$500.
  - b. Effective 7/1/15, salaries will be increased by 2% plus \$1,000.
  - c. Effective 7/1/16, salaries will be increased by 2% plus \$1,000.
  - d. Effective 7/1/17, salaries will be increased by 2% plus \$1,000.
5. The College is willing to discuss establishing and adding a merit pool to compensation that would be distributed by the Administration based upon performance. This would begin July 1, 2015 and thereafter based upon performance in the prior academic year.
6. Change College 403(b) matching contributions as previously proposed on Exhibit A attached.

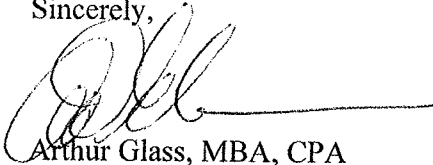
We are also attaching the search committee proposal (Exhibit B) and the maternity/family leave proposal (Exhibit C).

Finally, We continue to await your response to our most recent proposal on Promotion and Tenure Portfolios (Exhibit D).

We believe that this is a serious proposal that deserves serious and timely consideration by you and your committee. Your response is requested by February 11, 2014. Our Committee is willing to receive your response across the table at a negotiating session or in writing, if you continue to be reluctant to meet.

Further, please be advised that in future bargaining sessions, whether with or without a Mediator, Mr. D'Angelo will be joining the College's Committee.

Sincerely,

A handwritten signature in black ink, appearing to read 'AG', with a long horizontal line extending to the right.

Arthur Glass, MBA, CPA

Vice President for Finance and Administration

## Proposal – salary and benefits – EXHIBIT A

The College values and appropriately recognizes the contributions of each member of the institution, especially our faculty. In addressing the context of economics of faculty employment – including compensation (salary, health and welfare, and retirement benefits) – the College notes the schedule of recent increases - retroactive to 2007-8 - for faculty who earned promotion.

|                            | Previous | Current |
|----------------------------|----------|---------|
| Lecturer to Instructor     | 1000     | 1500    |
| Instructor to Asst. Prof   | 1500     | 2000    |
| Asst. Prof to Assoc. Prof. | 2000     | 4000    |
| Assoc. Prof. to Prof.      | 4000     | 8000    |

As part of collective bargaining, the interests of the respective parties are summarized below:

| <b>Administration Interests</b>  | <b>AAUP Interests</b>  |
|--|--|
| Promote quality in teaching and learning<br>Reward productivity<br>Reward accomplishments  | Feeling of being valued by administration for contributions to the College   |
| Strong enrollment<br>Fiscal Health of institution  | Parity in growth of compensation for faculty and administration  |
| Compensation that fosters effective teaching and learning  | Compensation that fosters effective teaching and learning  |
| Encourage faculty to seek highest rank possible  | Cost of Living Allowance (COLA) taken into account   |
| Address inequities within and among ranks  | Feel critical to the mission of the College  |
| Competitive Program Offerings  | Financial Security (Without overloads)   |
| How might we have a compensation approach that produces a fairly compensated faculty delivering quality programs; yielding successful graduates? | How might we have a compensation approach that produces a fairly compensated faculty delivering quality programs; yielding successful graduates? |

It is in the best interest of the administration and the faculty that the collective bargaining unit members are provided appropriate economic incentives to enable them to:

- Seek the highest rank
- Reduce the reliance on adjunct instructors
- Receive more competitive salaries

Accordingly, the College, while squarely focused on the need to chart a sound and sustainable budgetary course over and beyond the term of a newly negotiated CBA, proposes the following:

### **WAGES**

#### **Faculty Workload**

Current – Faculty workload is and has historically at the College been based on contact hours where there is no workload distinction between, for example, a lecture class and a lab.

Proposed – The more common computation practice in U.S. higher education is to recognize that there are load variations and to accurately reflect those by using credit hour as the basis for calculating workload. An increasing number of institutions have discovered that using contact-hour instead of credit-hour as the basis for determining workload is not fiscally sustainable or efficient. Accordingly, the

## Proposal – salary and benefits – EXHIBIT A

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College proposes that faculty workload be based on credit hours and take into account classroom/lecture and non-classroom/lecture instructional time, calculated as follows:

- 1) Lecture courses will be calculated on a 1:1 basis
- 2) Non-lecture teachings (including, but not limited to labs, studios, riding instruction, etc.) will be calculated on a 2:1 basis.

### Planned cost-of-living increases (dollar amounts based on faculty average of \$65K):

| <u>July 1, 2013</u> | <u>July 1, 2014</u> | <u>July 1, 2015</u> |
|---------------------|---------------------|---------------------|
| 1% (\$650)          | 1.25% (\$813)       | 1.50% (\$975)       |

Additionally, upon the adoption of the above-mentioned calculation of workload, the College will agree to one-time, across-the-board salary increases beginning July 1, 2014:

| <u>July 1, 2014</u> | <u>July 1, 2015</u> |
|---------------------|---------------------|
| \$500               | \$1,000             |

Additional one-time payments may be allocated contingent on the College meeting its enrollment and net revenue targets in the preceding year. (For example: if the College exceeds its overall enrollment goals (FTE) and net revenue targets in academic year 2014-15, any additional one time allocations for the faculty will be distributed in 2015-16)

### Proposal to extend term of the CBA to five years:

Administration and faculty – as well as the broader campus community - benefit from the fruits of good faith collective bargaining, and a commensurate contract term that helps ensure operational continuity and fiscal stability. Accordingly, it is proposed that the expiration date of the contract under negotiation be June 30, 2017.

| <u>July 1, 2016</u>                            | <u>July 1, 2017</u>                            |
|--|--|
| 2% (\$1,300) and<br>\$1,000 per faculty member | 2% (\$1,300) and<br>\$1,000 per faculty member |

**The increase over the period of the contract is approximately 13% based on the average faculty salary of \$65K. Additionally, the increases to the base are included in the 403(b) match.**

**Medical/Dental/Vision benefits** – Managing the still unknown expense implications of the U.S. ACA is a shared responsibility that must be handled fairly and responsibly. The College is absorbing 70% of Affordable Care Act (ACA) premium increases for HMO participants and notwithstanding budgetary pressures is committed to maintaining the high level of benefits currently offered.

### Retirement Plan Benefits

#### Increased Employer Match In 403(b) Retirement Plan

The administration is well aware of the uncertainty surrounding the stability of many private and public sector retirement programs. It strongly believes in the principle that a dedicated and committed faculty deserves appropriate institutional support toward retirement in recognition of meritorious service to the College. Despite the significant budgetary pressures the College faces at present and prospectively,



## Proposal – salary and benefits – EXHIBIT A

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the administration is proposing to maintain the 403(b) Plan and enhance its benefits to union members as part of the proposed CBA.

Current – Delaware Valley College matches the tax-deductible contributions an eligible employee makes to the authorized plan on a 1:1 basis from 3% to 9% of eligible compensation.

Proposed – Delaware Valley College will match the tax-deductible contributions an eligible employee makes to the authorized plan on a 1:2 basis from 3% to 4.5% of eligible compensation. Employees will now need to contribute only 4.5% of salary to get the 9% match from the College. (For example, 3% employee: 6% employer to 4.5% employee (maximum); 9% employer (maximum)).

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# Proposal to AAUP for Search Committee Participation – EXHIBIT B

The Administration recognizes the importance of Faculty input as part of its participation in the College Search Committee selection and operational process. Based on the Interest-based bargaining related to Articles 9 and 10 pertaining to Search Committees, and consistent with the Administration's determination not to place undue burdens on Faculty time, The College is proposing the following changes to the CBA:

## **ARTICLE 9**

### **Title for 9.1 – Searches for Vice President Academic Affairs/Dean of the Faculty**

**Insert in 9.1, .....**The faculty will elect, at an all faculty meeting, faculty members to serve on a given Vice President search committee. Such a faculty list will be twice the number of faculty who will serve on the search committee. (For example, if four faculty members will serve on the search committee the list provided to the President from the faculty will have eight names.) The President will select from the list of names of those faculty who have been nominated by the faculty body to be on the search committee.

**Insert in 9.2, .....**The faculty will elect, at an all faculty meeting, faculty members to the VPAA/Dean of the Faculty that is twice the number of faculty to be on the search committee. (For example, if four faculty members will serve on the search committee the list provided to the VPAA/Dean of the Faculty from the faculty will have eight names.) The VPAA will select from the list of names of those faculty who have been nominated by the faculty body to be on the search committee.

### **New section 9.3 – Searches for Vice Presidents other than the VPAA**

The President appoints the Vice Presidents. The President will appoint a chair and convene a Search committee. There shall be a meaningful faculty presence on the committee. The VPAA will lead the selection of faculty using the following process: the faculty will elect, at an all faculty meeting, faculty members to serve on a given Vice President search committee. Such a faculty list will be twice the number of faculty who will serve on the search committee. (For example, if four faculty members will serve on the search committee the list provided to the President from the faculty will have eight names.) The President will select from the list of names of those faculty who have been nominated by the faculty body to be on the search committee.

## **Article 10**

### **CLARIFY – Article 10 applies to The Academic Division**

**Insert in 10.2, .....**the faculty will elect at an all faculty meeting, faculty members to the VPAA and Dean that is twice the number of faculty to be on the search committee. (For example, if four faculty members will serve on the search committee the list provided to the VPAA and Dean from the faculty will have eight names.) The VPAA and Dean will select from the list of names of those faculty who have been elected by the faculty to be on the search committee.

## **Article 11 - unchanged**

## Proposal to AAUP for Maternity leave – EXHIBIT C

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**Purpose:** To provide leave for the birth and care of a newborn child.

**Eligibility:** Full-time faculty with one year of continuous full-time service

**Policy:** Provides birth mother up to four (4) consecutive weeks of paid leave during the academic year for the birth and care of a newborn child. This leave must be taken immediately following the birth of the child and must be approved in advance by the Provost's Office and Human Resources.

This leave benefit replaces any benefits a faculty member may be entitled to under the AAUP Collective Bargaining Agreement, Article XXXIV, Short Term Disability, for the birth of a child, and runs concurrently with time off under FMLA.

Faculty member will retain full salary and benefits during an approved maternity leave.

**Procedure:** Requests for maternity leave must be made in writing to the VPAA's Office at least 90 days in advance. If the date of birth does not allow for a 90-day notice, as much notice as practicable is required.

FMLA paperwork must be submitted to Human Resources prior to leave commencement.

A copy of the birth certificate must be submitted to Human Resources within thirty-days of the birth.