

**MEMORANDUM OF AGREEMENT
BETWEEN
HARRISBURG AREA COMMUNITY COLLEGE
AND
HARRISBURG AREA COMMUNITY COLLEGE EDUCATION ASSOCIATION, PSEA, NEA**

This Memorandum of Agreement (the "MOA") is made by and between Harrisburg Area Community College, (the "College") and Harrisburg Area Community College Education Association, PSEA, NEA (the "Association") (collectively the "Parties").

WHEREAS, the Association is the **EXCLUSIVE REPRESENTATIVE** for all Bargaining Unit Employees as set forth by the **RECOGNITION** defined in the NISI order PERA-R-20-306-E;

NOW, THEREFORE, College and Association, intending to be legally bound hereby, agree as follows:

1. The College shall implement Tenure for fifteen (15) faculty as approved on February 1, 2022, and any and all other applicable faculty who also received Tenure between February 1st, 2022, and the date of this MOA or who should have received Tenure between February 1st, 2022, and the date of this MOA. Such Tenure applicability and associated benefits/compensation shall be retroactive to July 1st, 2022 (12-month faculty) or August 22nd, 2022 (9.5 month faculty).
2. The College shall implement rank/promotions for thirty-four (34) faculty as approved on February 1, 2022, and any and all other applicable faculty who also received rank/promotion between February 1st, 2022, and the date of this MOA or who should have received rank/promotion between February 1st, 2022, and the date of this MOA. Such rank/promotion applicability and associated benefits/compensation shall be retroactive to July 1st, 2022 (12-month faculty) or August 22nd, 2022 (9.5-month faculty).
3. The College shall implement an across-the-board 4% wage increase to all 9.5-month and 12-month Bargaining Unit Employees retroactive to July 1st, 2022 (12-month faculty) or August 22nd, 2022 (9.5 month faculty). Any retroactive payments will be made no later than November 30, 2022.
4. The College shall implement an across-the-board 4% tier rate increase for credit adjunct/overload teaching. Any retroactive payments will be made no later than November 30, 2022.
5. The College shall implement a 2.5% merit payment to all 9.5-month and 12-month Bargaining Unit Employees to be paid in three equal installments within the 2022-2023 fiscal year. (July 1st, 2022 – June 30th, 2023)
6. The 12-month nursing faculty salary range shall be increased to reflect the following range (80,124 – 97,463). All 12-month nursing faculty shall have a salary which falls within the new salary range, except for those already over the range.
 - a. No 12-month nursing faculty shall receive an increase less than 4%.
 - b. For the purpose of placement into the new salary schedule range, the College shall consider all current Bargaining Unit Employees 'equated experience' such that no current Bargaining Unit Employee with less 'equated experience' as determined by the College.

shall be placed at a higher salary than a Bargaining Unit Employee with greater 'equated experience.'

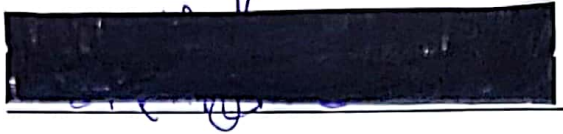
7. The 9.5-month nursing faculty salary range shall be increased to reflect the following range. (70,170 – 83,970) All 9.5-month nursing faculty shall have a salary which falls within the new salary range, except for those already over the range.
 - a. No 9.5-month nursing faculty shall receive an increase less than 4%.
 - b. For the purpose of placement into the new salary schedule range, the College shall consider all current Bargaining Unit Employees 'equated experience' such that no current Bargaining Unit Employee with less 'equated experience' as determined by the College, shall be placed at a higher salary than a Bargaining Unit Employee with greater 'equated experience.'
8. The new Nurse 12-month and 9.5-month salary ranges shall be reflected with each having their own column on the 2022-2023 salary schedule no later than November 30, 2022.
9. The 2022-2023 salary schedule shall be reflective of a 4% increase, on all cells of the 2021-2022 salary schedule no later than November 30, 2022.
10. The final 2022-2023 Salary schedule is attached as appendix A to this agreement.
11. The parties agree that the status quo period which began on April 8th, 2022, shall continue to exist until such time as the parties ratify the Collective Bargaining Agreement. The parties agree that all wages, hours, and terms and conditions of employment (including all applicable policies/processes, procedures, and practices) in place at the start of the status quo period, shall remain in place during the period of status quo, except for those modifications set forth in this agreement. Any future modifications to the conditions of status quo as defined above, shall be mutually agreed upon in writing between the parties.
 - a. *As an example, Bargaining Unit Employees shall continue to follow the procedures for attainment of Tenure, Rank and Promotion and the College shall continue to follow the procedures for approval of Tenure, Rank, and Promotion. However, associated compensation which may come with the Tenure, Rank, or Promotion, shall not occur until a new Collective Bargaining Agreement is ratified by the parties.*
12. The Association shall withdraw Unfair Labor Practice PERA-C-22-137-E (Rank, Tenure, and promotion) and Unfair Labor Practice PERA-C-22-141-E (Raises and Merit Pay).
13. The parties agree that any violation of provisions 1 through 11 of this MOA, shall be resolved under section 903 of the Public Employee Relations Act 195 of 1970.

IN WITNESS WHEREOF, the parties hereto set forth their approval this 18 day of August, 2022.

By:


PRESIDENT,
HARRISBURG AREA COMMUNITY COLLEGE

By:

A large black rectangular redaction box covers the signature area. A blue ink signature is visible underneath the redaction, and a blue ink flourish is visible above it.

PRESIDENT,
HARRISBURG AREA COMMUNITY COLLEGE
EDUCATION ASSOCIATION, PSEA, NEA

The signatures of the parties have been redacted for security reasons.