From:	Academic Affairs
Subject:	College"s Response to Faculty Nov 12th Myth
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Attachments:	Myth-busting.pdf

Thank you!

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Our Purpose: Learning for All; Learning for Life.

*Servant Leaders aim to share power and encourage the development of others. Servant leaders accomplish this aim through listening and understanding the needs of others. Servant Leaders hold themselves and others accountable for their words and actions (**anonymous writer**)!*

Nov. 12, 2025

Category	Myth	Fact
Intellectual Property	Contrary to College Policy 001, the proposed language transfers ownership of all faculty intellectual property to the College.	The union and the College agreed to a common understanding of intellectual property on Oct. 28, 2025. The agreed upon language does NOT transfer ownership of all faculty intellectual property to the College.
Back Pay:	Faculty would forfeit back pay and retirement contributions for two years in which every other employee group received a 3% raise while faculty received none	This topic is part of the larger negotiation discussions and has been hampered by the union's inaction over the last two years. In 2023-24 and 2024-25, faculty were paid at the rate agreed upon by the union, as required per an April 2022 Memorandum of Understanding. The union provided their first proposal to the College in _____ 2022 - nine months after unionizing. The College has offered raises throughout the subsequent time period, only to have union leadership reject them. The 9.28% year-one salary increase offered by the College would bring full-time faculty up to the level of raises offered to non-union employees. The College cannot comment on the union leadership's negotiating strategy or the reasons for recommending that its voting members reject raises that

		bargaining unit members may have wanted for the past two years.
Job Security	The proposed language gives the administration broad authority to furlough faculty and prevents affected faculty from grieving those furloughs	Existing College policies allow for faculty furloughs with no grievance. The college's last, best offer DOES give faculty the ability to grieve.
Shared Governance	Faculty would lose meaningful input into class size, program offerings, instructional design, and faculty qualifications.	Middle States Standard I.1.d. on Mission and Goals requires that an institution demonstrate "governing structures in making decisions related to planning, resource allocation, program and curricular development, and the definition of institutional and educational outcomes". Within evidence requirements, Middle States requires alignment between mission, goals and among other things, "program and curriculum development, and the definition of institutional and educational outcomes" - **this is the proposed curriculum committee, currently ready for implementation.** In addition, Middle States Standard VII.1 on Governance, Leadership and Administration states institutions must have a governance structure that "oversees at the policy level the quality of teaching and learning, the approval of degree programs and the awarding of degrees" and "a clearly articulated and transparent governance structure that outlines roles, responsibilities, and

		accountability for inclusive decision making by each constituency, including the institution's legally constituted governing body, administration, faculty, staff, and students, as well as any related entities". Standard VII (a) serves the public interest, ensures that the institution clearly states and fulfills its mission and goals, has fiduciary responsibility for the institution, and is ultimately accountable for the academic quality, integrity, planning and fiscal well-being of the institution ● (d) oversees at the policy level the quality of teaching and learning, the approval of degree programs and the awarding of degrees, the establishment of personnel policies and procedures, the approval of policies and by-laws, and the assurance of strong fiscal management.
FMLA Equity	Faculty with spouses or domestic partners employed at HACC would lose access to full FMLA benefits (APO and CEO employees would keep these benefits).	The College had initially proposed language to provide equivalent opportunities for bargaining unit employees and non-union employees. This includes caring for a spouse, domestic partner, parent or child who has a serious health condition.
Grievance Rights	Faculty would lose the right to grieve management decisions about class assignments, schedules, and class size.	In accordance with PA ACT 195, the Public Employee Relations Act, "Public employers shall not be required to bargain

		over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel." The language the College has proposed in management rights is similar to language used in many collective bargaining agreements at other institutions of higher education, including other Pennsylvania State Education Association represented colleges.
Enrollment Autonomy:	The proposal fails to protect faculty discretion to add students after the start of the semester.	According to SGP 601, registration is not allowed in any term after the end of the Registration Period except, with the approval of the instructor teaching the class. The Shared Governance Policy (SGP) is for all faculty, including newly hired adjuncts, even those not yet represented.
Class Size	The union is concerned administration will arbitrarily increase class size to the point that instruction is degraded.	Middle States accreditation Requirements of Evidence (Standard III. 2.e.) requires the institution to be mindful of student-to-instructor ratios, particularly that the ratio allows for the sufficient delivery of a learning experience. Once again, the union wants to enshrine accreditation standards into a contract; however, class size is a matter of

		accreditation standards, not a union contract issue related to wages, hours, or working conditions. In addition, a common language was agreed upon on April 15, 2025.