

**COMMENT  
AND  
UNDERSTANDING  
OF  
SGP 105  
BETWEEN  
HARRISBURG AREA COMMUNITY COLLEGE  
AND  
HARRISBURG AREA COMMUNITY COLLEGE EDUCATION ASSOCIATION**

---

**WHEREAS**, SGP 105 was drafted and implemented prior to Harrisburg Area Community College Education Association (hereinafter, "Association" or "Union") organization and certification at Harrisburg Area Community College (hereinafter, "HACC" or "College");

**WHEREAS**, the language of SGP 105 did not contemplate a labor organization seeking to use facilities and access to the College's campuses;

**WHEREFORE**, the College and the Association have agreed on an interpretation of SGP 105 which does contemplate a labor organization, as set forth and agreed to below.

1. The College and the Association agree that SGP 105, if drafted after the existence of Union representation on campus would have contemplated and allowed for consideration of the Union to seek facilities and grounds for dissemination of Union information to College employees. Such access must be non-disruptive to student or College sponsored activities and would not include solicitation of student enrollment or support.
2. The College and the Association agree that the Association will apply for facility and grounds usage as would any other group seeking access. The College will approve or disapprove of the request using the same standards and factors as it would use for any other group. The College's decision is outside the grievance process and not subject to review under the Collective Bargaining Agreement.
3. The Association, based upon this agreement, will withdraw the unfair labor practice charge filed at case no. PERA-C-23-220-E and any grievances that may have been filed on this matter.