Collective Bargaining Agreement

Between

AFT Local 2433
(The Rindge Faculty Federation)
and
Franklin Pierce University
Rindge, NH

December 31, 2011 through August 31, 2015
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ARTICLE ONE
RECOGNITION

1.1 Franklin Pierce University recognizes the Rindge Faculty Federation as the exclusive bargaining agent for those teaching faculty who have received a contract for one (1) of the following six (6) ranks: Professor, Associate Professor, Assistant Professor, Senior Lecturer, Instructor, or Lecturer (including those teaching courses that do not count toward graduation requirements) at Franklin Pierce University’s Rindge campus, for the Library faculty, Instructional Laboratory Technician, but excluding Division Chairs, laboratory assistants, Adjuncts, the Provost and Vice President for Academic Affairs, the Dean of the College, Assistants to the Dean/Provost, the Director of the Library, other employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

1.2 It is understood that nothing contained in this Article shall be construed to prevent any official of the University administration from meeting with any individual or organization to hear views on any matters except matters which are expressly provided for in the Agreement; any changes or modifications shall be subject to the requirements of the Agreement.

1.3 Representatives of the parties (e.g., the President of the Federation, the Provost, the Vice President of Finance and Administration) shall all meet at any time deemed necessary by either party to discuss matters of interpretation and implementation of this Agreement and other matters of mutual concern, including the financial condition of the institution.
ARTICLE TWO
DEFINITIONS

2.1 **Academic Year.** The term “Academic Year” as used in this Agreement, shall mean one (1) week prior to fall registration through Commencement exclusive of Summer Sessions as specified in the University calendar. The Dean will notify the Federation in writing of the official University calendar for the upcoming academic year no later than May 1.

2.2 **Adjunct.** The term “Adjunct” as used in this Agreement, shall mean University employees, other than Institute Directors, whose primary appointment is in a non-teaching function but who teach up to nine (9) FLHs per academic year on the Rindge campus.

2.3 **Administration.** The term “Administration” as used in this Agreement, shall mean any and all persons who are involved in the act of administering the affairs of the University and in whom management rights are vested.

2.4 **Board.** The term “Board” as used in this Agreement, shall mean the Board of Trustees of Franklin Pierce University.

2.5 **College.** The term “College” as used in this Agreement, shall mean the programs delivered on the Rindge campus. “College” does not refer to the community of faculty, administrators, staff, and students who carry out the activities of the corporation on a day-to-day basis.

2.6 **Coordinator.** The term “Coordinator” as used in this Agreement, shall mean a faculty member whose responsibilities involve oversight of a specific academic department, major, or similar entity. The Coordinator’s role shall be entirely administrative, e.g., planning and advising, but shall not be supervisory, except as provided for in Section 2.6.1.

2.6.1 Should the Dean feel that a specific Coordinator position needs to have supervisory authority, s/he shall advise the Federation in writing of the specific Coordinator position(s) he or she wishes to designate. The incumbent in any position so designated shall become ineligible for the Bargaining Unit membership, as specified in Article One.

2.7 **Dean.** The term “Dean” as used in this Agreement, shall mean the Dean of the College, or the person holding the equivalent position, as may be designated from time to time by the President or Provost.

2.8 **Division.** The term “Division” as used in this Agreement, shall mean the organizational units of those academic programs defined in this Article and as are now recognized or may be from time to time hereafter recognized by the President and Provost.
2.8.1 The President and Provost may, in their discretion, make such changes in organization as necessary, but will consult with the Federation prior to implementing any such changes.

2.9 Division Chair. The term “Division Chair” as used in this Agreement, shall mean any person appointed by the Dean to fulfill the responsibilities, as the University may deem necessary, for leading any division as defined in this Agreement.

2.10 Faculty. The term “Faculty” as used in this Agreement, shall mean any and all persons included in the bargaining unit as recognized in Article One of this Agreement.

2.11 Faculty Load Hour. “Faculty Load Hours (FLHs)” per year, normally distributed as twelve (12) FLHs each fall and spring semester, are defined as follows: One (1) contact hour of lecture or discussion equals one (1) FLH. One (1) contact hour of science laboratory or studio course instruction shall equal 0.9 FLH.

2.12 Federation. The term “Federation” as used in this Agreement, shall mean Local 2433 of the American Federation of Teachers, AFL-CIO, which is also known as the Rindge Faculty Federation.

2.13 Full-time. The term “Full-time” as used in this Agreement, shall mean all individuals covered by this Agreement who have received a Faculty appointment for the rank of Professor, Associate Professor, Assistant Professor, or Instructor, except retired Faculty who will retain the rank they held at the time of retirement but who will not be full-time.

2.14 Institute Director. The term “Institute Director” as used in this Agreement, shall mean University employees whose primary appointment is in a non-teaching function but who teach up to twelve (12) FLHs per academic year on the Rindge campus. This FLH limitation shall not apply in cases of unexpected faculty vacancies that occur after a full-time or part-time Faculty member has signed his or her appointment letter.

2.15 Instructional Laboratory Technician. The Instructional Laboratory Technician provides technical assistance and support to the Natural Sciences Division and teaches laboratory and discussion sections of introductory science courses.

2.16 Management. The term “Management” as used in this Agreement, shall include any personnel of the University other than those covered by the Collective Bargaining Agreement at the discretion of the President and the Board of Trustees.

2.17 Part-time. The term “Part-time” as used in this Agreement, shall mean all individuals covered by this Agreement who do not meet the definitions of “full-time” or “visiting” faculty. Part-time faculty shall be hired with the title of Lecturer.
2.18 **President.** The term “President” as used in this Agreement, shall mean the chief executive officer of Franklin Pierce University, or a person acting in the capacity, duly appointed by the Board of Trustees.

2.19 **Professor Emeritus.** The term “Professor Emeritus” as used in this Agreement, shall mean any distinguished senior Faculty member, other than full-time, whose extraordinary service to the academic community is deemed worthy of recognition by the Dean.

2.20 **Program.** The term “Program” as used in this Agreement, shall mean the several academic majors and minors and the core curriculum as identified in the University catalogue.

2.21 **Provost.** The term “Provost” as used in this Agreement, shall mean the Chief Academic Officer of the University and Vice President for Academic Affairs or any person duly appointed by the President or Board to serve in this position.

2.22 **Senior Lecturer.** The term “Senior Lecturer” as used in this Agreement, shall mean a part-time Faculty member selected for special responsibilities and recognition because of length of service, high quality teaching, appropriate academic credentials and desire to serve students and the University outside the classroom.

2.23 **Seniority.** The term “Seniority” as used in this Agreement, shall mean the number of consecutive years of full-time service the Faculty member has been employed by the University. Each completed semester of full-time service shall count as one-half year for seniority purposes. A leave of absence, including any qualifying leaves as amended by the Family and Medical Leave Act of 1993, will not disrupt consecutive service, but will not count toward seniority as a year or semester of the University’s employment. When granted, a sabbatical leave will count toward seniority since its purpose is not personal, but professional.

2.24 **Service.** The term “Service” as used in this Agreement, with reference to Part-time Faculty, shall mean the total number of years of part-time service the Faculty member has been employed by the University. Each completed semester of part-time Service shall count as one-half year for service purposes. Service time shall be cumulative and need not be consecutive.

2.25 **Severe Financial Distress.** The term “Severe Financial Distress” as used in this Agreement shall mean that the current fiscal year good faith operating budget approved by the Board of Trustees shows total expenses to be 104% or more of the total revenues.

2.26 **Supervisor.** The term “Supervisor” as used in this Agreement, shall mean any individual having authority, in the interest of the employer, to hire, fire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or reasonably direct them, or to adjust grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such
authority is not of a routine or clerical nature, but requires the use of independent judgment.

2.27 University. The term “University” as used in this Agreement, shall mean Franklin Pierce University, a New Hampshire non-profit corporation formed on November 14, 1962. “University” does not refer to the community of faculty, administrators, staff, and students who carry out the activities of the corporation on a day-to-day basis.

2.28 Visiting. The term “Visiting” as used in this Agreement, shall mean all individuals covered by this Agreement who are hired to teach full-time loads on a temporary basis. Visiting faculty shall be hired at an appropriate rank.
ARTICLE THREE
BOARD – FEDERATION RELATIONSHIPS

3.1 The Federation recognizes that the Board and the Administration of the University have responsibility and authority to manage and direct on behalf of the student body all the operations and activities of the University to the full extent authorized by the law.

3.2 Except as specifically provided in this Agreement, the operation and administration of Franklin Pierce University, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Board and its Chairman, the President, and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any agent thereof.

3.3 No organization within the University may promulgate rules and/or regulations in conflict with this Agreement.

3.4 In the event of a conflict between the terms of any individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in all employment contracts issued to Faculty members.

3.5 The University will convey new or modified administrative and/or academic policies that will have a material effect on members of the bargaining unit to the RFF President within twenty-one (21) calendar days after implementation.

3.6 The Human Resources Department shall continuously update this Agreement by officially amending it with any side letter and other document that modifies or interprets this Agreement. This Agreement will be made available to all members of the Faculty, incoming members of the Faculty, and candidates for Faculty positions.

3.6.1 The Human Resources Department will notify the RFF President when the mutually agreed to changes to this Agreement have been updated on the Master Contract on the Intranet.

3.7 The Human Resources Department will generate an annual calendar of due dates, deadlines, and financial reports in this Agreement. The Human Resources Department will post this calendar on the Intranet and notify the RFF President when the calendar is ready.
ARTICLE FOUR
FEDERATION DUES AND AGENCY FEES

4.1 Membership in the Federation is a matter of personal choice to be determined by each Faculty member covered by this Agreement. Any Faculty member covered by this Agreement choosing not to join the Federations shall be required, as a condition of employment, to pay an Agency Fee as a contribution toward the administration of any collective bargaining agreement, such fee to be in an amount determined by the Federation, but not exceed the regular monthly dues. Failure to authorize either Federation Dues or an Agency Fee deduction shall result in termination of employment as provided for in Section 4.4. However, if a Faculty member covered by this Agreement decides as a matter of conscience not to pay Dues or the Agency Fee, Section 4.4 will not be invoked if the Faculty member covered by this Agreement agrees to make a monthly contribution in an amount equal to the Agency Fee to the general scholarship fund of Franklin Pierce University.

4.1.1 Faculty members wishing to become members of the Federation shall execute a Dues Authorization Form (Appendix A). Those individuals choosing not to become members of the Federations shall execute an Agency Fee or Scholarship Fund Contribution Form (Appendix B or C) to authorize alternative payroll deductions. One of the forms specified must be filed within thirty (30) calendar days of hire.

4.1.2 The executed Dues, Agency Fee or Scholarship Fund Contribution Deduction Authorization Form (either Appendix A, B, or C) shall be returned to the Human Resources Department where a copy will be made and submitted to the Federation within fifteen (15) calendar days of receipt.

4.2 The Federation will provide the Human Resources Department with copies of the forms in Appendices A, B, C, and F. The Human Resources Department will issue these forms, a copy of this Agreement, and a copy of the letter show in Appendix F to all new Faculty members covered by this Agreement together will other pertinent material regarding their employment at the University. Appendices A, B, C, and F will be enclosed with the offer of employment contract.

4.2.1 The Human Resources Department shall provide the Federation on the eighth (8th) day of each month the following information:

a. Names and current addresses of all Faculty to include new Faculty
b. The amount being deducted and identification of the Appendix form executed.
c. Names and current addresses of any Faculty from whom deductions are not being taken.

4.2.2 As soon as possible after the discovery of an error in reporting the correct status of the Dues, Agency Fee or Scholarship Fund deduction of any Faculty member, the Human Resources Department shall inform the Federation President or Treasurer of the error. Within three (3) business days of
discovery, the Human Resources Department shall provide a letter to the
President of the Federation. This letter shall acknowledge the University’s
error, and in so far as possible, provide an explanation for its cause.

4.3 Upon receipt by the Human Resources Department of a properly executed Federation
Dues, Agency Fee, or Scholarship Fund Contribution Authorization Form (Appendix A,
or B, or C), it is agreed that Federation dues, agency fees, and scholarship fund
contributions will be collected as payroll deductions from Faculty members covered
by this Agreement, excepting only those Faculty members addressed in Section
4.3.2. Such Federation dues and agency fee deductions shall be remitted, together
with the reports specified in Section 4.2.1, to the Federation no later than the eighth
(8th) day of the month following that in which deductions are made. Signed
Authorization Forms shall be kept on file in the Human Resources Depar-
tment and may be changed by written letter from a Faculty member covered by this Agreement
to the Human Resources Department.

4.3.1 The University will notify Faculty members failing to file a timely Deduction
Authorization form that they (the Faculty members) are required to pay the
University the correct amount due. The University will disburse those
amounts, once collected, according to the Faculty member’s authorization.

4.3.2 Those part-time Faculty members whose load is fewer than three (3) FLHs for
a semester and Library Faculty who are members of the Collective Bargaining
Unit who work less than ten (10) hours a week are exempt from making any of
the payments required in Article 4.1. The Human Resources Department shall
notify the Federation of the names of any Faculty member exempted under
this Section. The Federation shall hold the University harmless for
unintentional violation to this Section resulting from unanticipated fluctuation
in a part-time Faculty member’s compensation which occurs after an initial
determination of average salary for a semester is made.

4.3.3 The Human Resources Department shall notify the Federation within fifteen
(15) calendar days of any Faculty member whose previously filed Dues,
Agency Fee, or Scholarship Fund Contribution Authorization Form is
inactivated, either as a result of a request by the Faculty member or for any
other reason.

4.3.4 Any Faculty member who does not cooperate with the Federation in paying
previously unpaid dues, agency fee, or scholarship fund contribution which
s/he was obligated to make, as a condition of employment under this Article,
shall be subject to Section 4.4.

4.4 Any Faculty member subject to the provisions of this Article who fails or refuses to
submit a properly executed Federation Dues, Agency Fee or Scholarship Fund
Contribution Authorization Form within the prescribed time following hire shall be
terminated in accordance with Sections 4.4.1, 4.4.2, and 4.4.3. Further, s/he shall
not be rehired by the University unless the provisions of this Article are complied with,
beginning from his/her initial date of hire.
4.4.1 Upon a Faculty member’s failure to submit a properly executed Federation Dues, Agency Fee, or Scholarship Fund Contribution Authorization Form, the Federation shall notify that Faculty member in writing of his or her obligations under Article Four, with a copy of the notification being sent to the Human Resources Department. This first written notification shall require the Faculty member to submit a properly executed Federation Dues, Agency Fee, or Scholarship Fund Authorization Form to the Human Resources Department, with a copy to be delivered to an officer of the Federation, within fifteen (15) calendar days of the date of the written notification, and to make the payment specified in Section 4.3.1.

4.4.2 If the Federation does not receive a copy of a properly executed Federation Dues, Agency Fee, or Scholarship Fund Contribution Authorization Form within fifteen (15) calendar days of the date of its first notification, the Federation shall again provide written notice to the Faculty member. This second (2nd) notice shall be by certified return-receipt mail, and shall state the Federation’s intent to invoke Section 4.4 of this Agreement. If within fifteen (15) calendar days of the date of this second notice the Faculty member has still not submitted a properly executed form, and made the payment specified in Section 4.3.1, the Federation may invoke the provisions of Section 4.4.

4.4.3 If after fifteen (15) calendar days from the date of the second (2nd) notification specified in Section 4.4.2, the Federation does not have confirmation that a properly executed Federation Dues, Agency Fee, or Scholarship Fund Contribution Authorization Form has been filed with the Human Resources Department, and the Federation has not received the payment specified in Section 4.3.1, it shall notify the Dean and the Human Resources Department in writing of its intent to have Section 4.4 promptly implemented.

4.5 The University will automatically cancel Federation Dues, Agency Fee, or Scholarship Fund payroll deductions for any Faculty member who becomes ineligible for bargaining unit membership.

4.6 The Federation shall hold the University harmless in the event of any liability resulting from implementation of this Article.
ARTICLE FIVE
ANTI-DISCRIMINATION

5.1 In the application and administration of any provision of this Agreement, the parties will abide by the spirit of affirmative action and, in accordance with state and federal law, will not discriminate against any individual Faculty member by reason of age, race, creed, religion, physical or mental disability as defined by applicable federal law, marital status, color, gender, sexual orientation, national origin, political belief and/or affiliation, membership or non-membership in the Federation, or on account of any other basis prohibited by law. Nothing in this Agreement shall be construed so as to require the Federation to allow non-members to engage in Federation activities. Interpretation of this Article shall be limited to the express requirements of this Agreement.

5.2 Family members of Faculty will be considered for employment at the University on the same basis of any other candidate except when the employment would result in a situation where:

a. It is likely that either related person will be in a position to influence the salary, advancement, or future work assignments of the other
b. The related persons would have related work assignments, e.g., one could be responsible for checking or reviewing the work of the other.
c. The related persons would work in the same academic division.
d. One of the related persons would work in an area dealing with very sensitive information.
e. One of the related persons would report directly to the President.
ARTICLE SIX
ACADEMIC FREEDOM

6.1 The parties agree to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom, Faculty members may, without limitation, discuss their own respective subjects in their classrooms; they may not, however, claim as their right the privilege of discussing in their classrooms matter which has no relation to their subjects. It is understood that, outside the classroom, Faculty members are always free to function in a manner consistent with their rights as citizens employed by the University.

6.2 There shall be no censorship of the Library collection.
ARTICLE SEVEN
MANAGEMENT RIGHTS

7.1 The parties agree that all the rights and responsibilities of the University which have not been specifically provided for in this Agreement are retained at the sole discretion of the University and except where limited by the express provisions hereof shall include, but not by way of limitation:

7.1.1 The right to classify and reclassify personnel, provided that assignment of Faculty members to non-supervisory duties or job titles not in existence at the time of execution of this Agreement will not be used to remove the employee and/or the job title from the unit, or adversely affect the seniority of the employee except as otherwise provided in this Agreement.

7.1.2 The right to direct employees; to determine qualifications and criteria in hiring; to promote and retrench; to determine standards for work and class schedules; to establish institutional learning outcomes and to develop assessment strategies for determining the extent to which those outcomes are being achieved; to determine curriculum and to assign courses within a person’s area of competence; to hire, promote and retain employees in positions, and transfer; to make appointments, suspend or discharge a Faculty member for just cause as specified in this contract.

7.1.3 The right to relieve an employee from duty, with pay, pending the outcome of an investigation;

7.1.4 The right to take such actions within the limits of the Agreement as is necessary to maintain the efficiency of the University’s operation;

7.1.5 The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University’s operations are to be conducted;

7.1.6 The right to take such actions as may be necessary to carry out the mission of the University in case of unforeseeable emergencies;

7.1.7 The right to make rules, regulations and policies not inconsistent with the provision of the Agreement.

7.2 If it is alleged that management rights have been executed in an arbitrary or capricious manner, they shall be subject to the general grievance procedure.
8.1 Paid leave

8.1.1 Faculty members who are required to serve on a jury, to report to court in person in response to a jury duty summons, to report for jury examination, or to qualify for jury duty shall incur no loss in pay. No claims will be made on any form of compensation which a court may provide such Faculty members.

8.1.2 Bereavement leave for full-time Faculty, a minimum of two (2) business days, and a maximum of five (5) business days per occurrence, for the death of a member of the immediate family is granted without loss of pay. Immediate family is defined as including spouse or domestic partner, brother, sister, child, parent or parent-in-law, or any other relative living in the household. A maximum of three (3) days bereavement leave shall be granted for the death of grandparents, grandchildren, brother-in-law and sister-in-law.

8.1.2.1 The appropriate Division Chair and Dean, prior to the use of the leave must approve the total number of days of bereavement that are to be granted for each occurrence.

8.1.2.2 Requests for bereavement leave by Faculty who are not covered in 8.1.2 shall be reviewed by the appropriate Division Chair and Dean and may be granted.

8.2 Unpaid leave

8.2.1 A Faculty member may request an unpaid leave for up to twelve (12) months. If this is granted by the Provost, the Faculty member may continue to participate in the medical and dental plan on a full contributory basis. Seniority remains, but does not accrue during this leave.
ARTICLE NINE
FACULTY DEVELOPMENT

9.1 The University and the Federation recognize the importance of continued development of Faculty members, individually and collectively, in order to encourage creative teaching and to contribute to the ongoing development of the academic programs of the University.

9.2 Each full-time Faculty member will have an expense allowance of $400 per year for 2011-2012 and 2012-2013 and $500 per year for 2013-2014 and 2014-2015 for professional memberships and dues, subscriptions to professional publications, and materials and activities related to teaching. Funds will be awarded only upon presentation to the Dean of an appropriate bill, statement, or other documentation for such expenses. These funds will be available through June 30 of each year.

9.3 Furthermore, the University will establish a Faculty Development Fund of $58,000 per year for the life of the contract ($55,000 in Year One (2011-2012)). Faculty members may use these monies, individually or collectively, for travel, conferences, development of new pedagogy for instructions and other professional development activities. This Fund is in addition to the expense allowance described in Section 9.2.

9.3.1 Priority will be given to fund travel to professional events and conferences where the Faculty member will present a paper, chair a session, or take some other active professional role.

9.3.2 The Fund shall be administered by the Provost’s Office after consideration of recommendations from the Faculty Development Committee. Requests for funding shall be made in writing to the Committee in accordance with procedures developed by the Committee and the Provost’s Office.

9.3.3 The annual allocation for the Fund shall initially be divided equally between the two semesters. In the event the fall semester allocation is not completely utilized, the remaining portion shall be available for the spring semester and appropriate summer activities.

9.3.4 These funds are only available to full-time and part-time Rindge Faculty.

9.4 As provided herein, there is a total of $10,000, per each year of the contract that the University may use to reimburse permanent full-time Faculty members for tuition charges incurred for courses in their field of expertise or in a field of study that will enhance their contribution to the Curriculum. Faculty members are eligible to request such funding after a minimum of one year of full-time teaching at the University.

9.4.1 Any permanent full-time Faculty member in good standing may apply for tuition funding. Priority shall be given to Faculty formally accepted and enrolled in a degree program in his or her teaching field.
9.4.2 The University shall pay 90% of tuition charges covered by this Section up to a maximum payment of $10,000, per year, on behalf of a Faculty member covered by this Agreement.

9.4.3 For each $5,000 in tuition payments made on behalf of a Faculty member, he or she will be expected to remain employed at the University for at least one additional year after the course has been completed.

9.4.4 The Dean will administer payments for courses in keeping with the provisions of this Article.

9.4.5 A Faculty member contemplating use of the provisions of this Section in an upcoming fiscal year must inform the Dean of this in writing no later than March 1. Such notice must include information regarding the institution to be attended, the number of courses to be taken, and the probable tuition per course. Priority will be given to applicants enrolled in degree programs and the Dean will respond to all applicants by April 1.

9.4.5.1 Any uncommitted tuition funds after April 1 will be made available in the upcoming academic year for other activities covered by the purposes of the Research Support Fund.

9.4.6 Tuition payments will normally be made on a reimbursement basis contingent upon satisfactory completion of the course(s) as evidenced by presentation of a grade report and a statement of tuition charges from the institution.

9.5 A Research Support Fund will be funded at $22,000 for each year of this contract until the Fund reaches a total of $55,000. Any balance remaining in the Fund at the expiration of the current contract will be counted toward the $55,000 total for this contract. Full-time and part-time Faculty members may apply for small grants (up to $5,000) to support research projects, including assessment projects, for equipment, travel and student assistance. Additionally, full-time Faculty may use a portion of their grant to compensate the University for paying a one-course, part-time replacement Faculty member. The latter arrangement may occur only once in each two-year period. Faculty shall submit a detailed request to the Faculty Development Committee, which shall consider the request and forward its recommendation to the Dean. The Research Support Fund shall be administered by the Dean. The recipient shall provide a written report, annually, to the Dean during the grant period and a final written report to the Dean and the Faculty. Any unused monies from this Fund each year will remain in the Fund for utilization in subsequent years up to a maximum of $55,000.

9.5.1 If funding requests exceed the available money, priority for these funds will go to the Faculty members who have not used them in the previous three (3) years.

9.6 Recipients of Faculty Development funds are responsible for supplying to the University appropriate documents and receipts of expenditures covered by this
funding. Failure to provide such documentation may result in prohibition for receiving future funding or declaration of the funding as income as per Internal Revenue Service regulations.

9.7 Sabbatical leaves are awarded for professional development purposes.

9.7.1 A Faculty member shall be eligible for sabbatical leave after completion of six (6) years of full-time employment at the University.

9.7.2 The semester equivalent for library faculty will be a six (6) month sabbatical leave.

9.7.3 Except as noted in Section 9.6.4 below, Faculty members are eligible for sabbatical leave for each period of twelve (12) regular semesters of teaching. Such leave may be granted for one (1) semester at full salary or two (2) semesters at half salary.

9.7.4 Sabbatical leave may be granted for one (1) semester at half salary upon the Faculty member’s completion of six (6) regular semesters of teaching from the date of completion of his/her most recent sabbatical leave.

9.7.5 Under normal circumstances a Faculty request for sabbatical leave will not be delayed more than one (1) academic year after it is approved. Should the sabbatical be delayed one (1) or more years, the Faculty member becomes eligible again after the usually required twelve (12) semesters minus the number of semesters of delay.

9.7.6 Applications for sabbatical leave shall be made in appropriate form to the Faculty Affairs Committee, and shall include a detailed statement of the professional development objectives to be achieved during the sabbatical. The Faculty Affairs Committee will make a recommendation on each application to the Provost’s Office based on the strength of the professional development objectives detailed in the applicant’s proposal. The application shall also be accompanied by a statement from the Division Chair, regarding his or her assessment of the value of the proposed sabbatical.

9.7.7 Eligibility to apply for a sabbatical does not imply that the sabbatical will be approved. Factors to be considered by the Provost’s Office regarding the approval of the sabbatical request and, if approved, the schedule on which it is to be granted shall include, but not be limited to: when the individual became eligible; the length of time since the last sabbatical; the strength of the rationale for the sabbatical; teaching needs in the applicant’s discipline; sabbatical requests from colleagues in the discipline.

9.7.8 All rights and benefits under this Agreement shall continue in force during the sabbatical leave.
9.7.9 A Faculty member who takes a sabbatical is obligated to return to the University to teach for one full academic year. Failure to do so will result in the Faculty member incurring an obligation to repay to the University an amount equal to the total cost of his/her salary during the sabbatical.

9.7.10 The sabbatical recipient is obligated to present to the Provost's Office a report describing the achievement of the objectives stated in the sabbatical application. For Faculty returning from sabbatical in the fall term, the report will be due on October 1, and for Faculty returning in the spring term, the report will be due on March 1. Failure to either submit the report or to have used the sabbatical leave to substantially achieve the stated objectives may be grounds for disciplinary action.
ARTICLE TEN
FACULTY RESPONSIBILITIES: TEACHING, ADVISING AND SERVICE

10.1  Overall Level of Responsibility

10.1.1 Each full-time faculty member shall be required to prepare for up to three (3) different courses each semester, teach the equivalent of 12 FLHs each semester (equivalencies are described in Section 10.2 and its several subsections), and provide academic advisement to students. In addition, each full-time Faculty member shall provide institutional service by working annually on one of a number of governance committees or other groups created by the Administration of the University whose purposes are to support the effective functioning of the University and its programs. Faculty members may serve on more than one Committee or perform additional Institutional Service if they so choose. Faculty shall also provide institutional support as specified in Section 10.4 and its sub-sections.

10.1.1.1 University Committees for fulfilling Institutional Support include: Academic Standards Committee, Curriculum Committee, Faculty Affairs Committee, Faculty Development Committee, Pierce Council, University Computing Advisory Committee (UCAC), and any committee or group addressing the development and/or ongoing implementation of the University’s first-year general education course. In addition, membership on any new formal committees or service in other groups that are created or approved by the Administration of the University during the term of this agreement will fulfill the Faculty member’s Institutional Support obligation.

10.1.1.2 Should a situation arise where it appears that there is not an opportunity for a Faculty member to fulfill the Institutional Support responsibilities of Article 10.1.1, on request of the Faculty member, the Dean will meet with the Faculty member to discuss and determine the Faculty member’s responsibilities for that year. The Dean will submit a written summary of the determination to the Faculty member and his/her personnel file. At the Faculty member’s discretion a representative of the Federation may be involved in the discussions with the Dean.

10.1.1.3 Service on the Rindge Faculty Federation Executive Committee shall be considered equivalent to the non-teaching responsibilities listed above with the exception of academic advisement.
10.1.1.4 Full-time and Visiting Faculty members who wish to exceed these minimum requirements may do so, on a voluntary basis, but will not be required to exceed the minimums.

10.2 Teaching

10.2.1 The course load of full-time Faculty members shall be twenty-four (24) Faculty Load Hours (FLHs) per year, normally distributed as twelve (12) FLHs each fall and spring semester, defined as follows: One (1) contact hour of lecture or discussion equals one (1) FLH. One (1) contact hour of science laboratory or studio course instruction shall equal .9 FLH.

10.2.1.1 Faculty teaching in team taught courses where the team members participate in all classes and evaluation will be credited with the FLH credit appropriate to that course and will be compensated accordingly based on a minimum student enrollment of twenty-four (24) or approval of the Dean (i.e., two Faculty teaching in a team taught three credit course with full participation will receive three FLHs each toward their teaching load).

10.2.1.2 When a Faculty member's course load requires more than twelve (12) FLHs for a given semester, the Faculty member may choose an additional stipend as defined in Article Twenty or a reduction in a future semester's course load, providing that in the latter case the Dean agree that there is reasonable likelihood that such a reduction can be effected without harm to the program in the Faculty member's area(s) of expertise.

10.2.1.3 When the Faculty member's course load requires fewer than twelve (12) FLHs for a given semester, the Dean may make an additional assignment for that academic year or may agree to an increase in a future semester's course load if such an increase is consistent with the program in the Faculty member's area(s) of expertise.

10.2.1.4 When provision is made for a reduction or an increase in a future semester's course load, such adjustments will normally be accomplished within three consecutive semester's time unless the Dean and the Faculty member agree that extenuating circumstances warrant further extension.

10.2.1.4.1 The Instructional Laboratory Technician will hold the academic rank of Instructor, but will not be eligible for promotion or rolling contracts.

10.2.2 FLHs may be awarded for non-teaching activities as determined jointly by the Faculty member, the Dean, and approved by the Provost. At the
Faculty member's discretion, a representative of the Federation may be involved in the discussions between the Faculty member and the Dean. Such equivalences may include, but not be limited to, the following:

a. Academic or other institutional service.
b. Research or special projects.

10.2.3 The following shall also pertain to FLHs:

10.2.3.1 The total number of FLHs for the five current productions and the full-time faculty activities connected with them (Fall Theatre Production: Director, Lighting, Scenic Design and Technical Direction; Spring Musical: Director, Scenic Design and Technical Direction, Lighting, Choreography; Dance Concert: Director, Lighting; Renaissance Ensemble: Director; Contemporary Ensemble: Director) will be forty-two (42) per year. These 42 FLHs will be pooled. The Division Chair will recommend the annual allocation of the pool to the Dean after discussion with the appropriate faculty/department co-coordinators. The Dean will receive this recommendation by March 1, preceding the academic year being planned.

Any reduction in the number of productions or the number of functions handled by the faculty will necessitate a reduction of FLHs. This FLH reduction will usually occur during the same academic year but may be scheduled in a subsequent academic year at the discretion of the Dean.

10.2.3.2 For full-time Faculty in Music, each group of seven (7) students in Private Instruction will equal three (3) FLHs. All additional Private Instruction by full-time Faculty will be on a per student basis.

10.2.3.3 Each Faculty member is expected to adhere to the official semester course schedule regarding days, times and places of class and final exam meetings, and to the full academic calendar. Exceptions must receive prior written authorization by the Dean.

10.2.4 In the event a Faculty member is unable to meet any of the responsibilities set forth in this Article because of absence from campus due to documented circumstances such as jury duty, illness, inclement weather, personal emergency, or professional development activities, s/he must notify the Division Chair in a timely fashion, satisfy those responsibilities as soon as practicable, and keep the appropriate Division Chair apprised of efforts in this regard.
10.2.5 The number of course preparations for an individual Faculty member should not exceed three (3) in any semester. However, for purposes of maintaining program integrity, four (4) preparations may be necessary in a given semester. Such arrangements should be worked out cooperatively by the Faculty member, the appropriate Division Chair, and the Dean. At the Faculty member's discretion, a representative of the Federation may be involved.

10.2.6 The University will assign Faculty members to teach in areas in which they have at least some preparation and/or qualification when they are involuntarily assigned. Regarding this article section, all full-time Faculty are presumed to be qualified to teach the first-year general education course.

10.2.7 The foregoing provisions are not intended to affect existing duties of members of the Library faculty or such other positions as may be jointly determined by the parties from time to time.

10.3 Advising

10.3.1 All Faculty members are responsible for giving out-of-class assistance of a general nature to students on matters such as academic program planning, career issues, and other developmental concerns. Such assistance will be provided by individualized student advising or serving as an advisor to an organized student group, such as a club, Student Government Association or a student cohort (i.e. Class of '11; Class of '12, etc.).

10.3.2 Each full-time Faculty member will serve as academic advisor for a reasonable number of students. Exceptions to this requirement may be granted by the Dean. An advisor is expected to have periodic, personal contact with his or her advisees during the course of an academic year and provide accurate, relevant advice on academic planning, career issues and other appropriate concerns.

10.3.2.1 Faculty who have an advising load which exceeds twenty-five (25) students have the option of refusing additional advisees without prejudice.

10.3.2.2 Some Faculty members shall be assigned advisees who have declared majors in their respective disciplines.

10.3.2.3 Some Faculty members shall be assigned up to five (5) advisees who have not formally declared majors. In such cases, students will be assigned to Faculty members by the Dean. The Faculty member will be expected to give assistance to a student's efforts to identify an
academic program compatible with his/her interests, abilities and goals.

10.3.2.4 Advisors are responsible for assisting in the maintenance of a complete and accurate set of records for each advisee.

10.4 Institutional Support Obligations

10.4.1 It is expected that Faculty members will be present on the campus an adequate and reasonable amount of time over and above classroom contact hours so as to afford meaningful participation in the various responsibilities set forth in this Article. It is important for full-time Faculty members to be on campus to interact with students and colleagues. In no case should fewer than four formal office hours per week be held. Exceptions to these expectations for valid reasons, such as the special scheduling demands of advanced graduate study, may be made at the discretion of the Dean.

10.4.2 It is expected that full-time Faculty will commit time and individual expertise, above and beyond teaching and academic advising, to other activities appropriate to the advancement of the University.

10.4.3 The University recognizes the need for Faculty members to have uninterrupted time away from the campus for the purposes of grading, preparing lesson plans and similar instructional related activities. Toward this end, every reasonable attempt will be made to develop Faculty members’ schedules of all required activities in a manner which supports this objective.

10.4.4 Because of the importance of Faculty as professional members of the University community, Faculty are strongly encouraged to participate in the variety of recognition and ceremonial events that are a regular part of the University traditions, including Commencement, Baccalaureate, Convocation, Founders Day, and similar occasions. Nonattendance at such events shall not be considered in any formal evaluation for contract changes (term of contract, promotion, or renewal) except at the request of the Faculty member.

10.4.5 All full-time Faculty members are responsible for participating in plenary Faculty meetings, and divisional and departmental meetings unless prior approval to miss such a meeting is obtained from the appropriate University Administrator.

10.4.6 Because of the critical nature of the University’s efforts to recruit and retain students, each Faculty member is responsible for participation in up to two Admissions Open House programs or related events each year (September
– August 31) in a manner to be agreed upon by the Faculty member and the Dean. Should the University believe that a Faculty member is not fulfilling the responsibilities of Section 10.4.6 adequately, the Dean will meet with the Faculty member to discuss the evidence of non-compliance and provide him/her with written expectancies for him/her under this section. The University will not initiate any disciplinary action or adverse decisions regarding appointment or promotion based solely on the matters which necessitated the first meeting under this section.

10.4.7 Grant proposals initiated by Faculty members must be coordinated with appropriate administrative personnel including the Provost. No proposal can be submitted if it conflicts with other fund-raising initiatives being conducted by the University.

10.5 Visiting Faculty

10.5.1 The normal course load for Visiting Faculty members shall be determined as described for full-time Faculty in this Article.

10.5.2 Since it is intended that Visiting Faculty positions shall be used to meet temporary or emergency needs, such appointments are restricted to a maximum of two (2) years except with the written approval of the Federation. A person initially hired as a Visiting Faculty member may not subsequently be hired to a full-time Faculty position without following the hiring guidelines in the Agreement (see 14.2.2.8).

10.5.3 Within the first month of a semester, the Dean shall report to the President of the Federation the extent to which Visiting Faculty are being utilized. If the pattern or extent of such usage is significantly different from that of comparable semesters in the three preceding academic years, an explanation for the difference shall be given.

The responsibilities of Visiting Faculty shall be the same as those of full-time Faculty.

10.6 Program Review

10.6.1 The RFF will be consulted in the development of academic program review.
ARTICLE ELEVEN
PART-TIME FACULTY

11.1 Part-time Faculty may teach up to eleven (11) FLHs in an academic semester, and up to fifteen (15) FLHs in an academic year, excluding Summer Sessions, in the Rindge campus academic program.

11.2 Part-time Faculty with more than three (3) years of service teaching at the University will be given first preference in teaching courses that are to be taught by part-time personnel. When more than one (1) part-time Faculty member is qualified and eligible to teach an available course, the offer will go first to the member with more years of service. The University will calculate years of service on the basis of total number of semesters as defined in Article Two.

11.2.1 If a part-time Faculty member is not going to be considered for re-hiring for the next academic year, the Dean will notify the part-time Faculty member in writing by June 1.

11.2.1.1 A part-time Faculty member with more than three (3) years of service who has not received such notification by June 1 shall receive full and normal consideration for course offerings for the following year, unless he or she is subsequently terminated for Just Cause (see Article 15).

11.2.2 To be eligible for seniority-based offers of appointment, eligible part-time Faculty members must submit a “Part-Time Teaching Availability” form to the Human Resources Department by December 1 for the next academic year (Fall Semester, Spring Semester) and Summer Sessions. If the part-time Faculty member does not submit the Form by the deadline, s/he will not be included in that year’s seniority calculations. A failure to submit this form, however, will not prevent a part-time Faculty member from accruing years of service in the normal fashion.

11.2.2.1 S/he may be offered one (1) or more courses for the next academic year if there are still courses that need staffing after the Division Chairs, Dean, and Directors have exhausted the requests of those part-time Faculty who submitted the Form on time and are qualified to teach the available courses.

11.3 Senior Lecturers are part-time Faculty who by length of service, appropriate academic qualifications, quality of classroom instruction, and commitment to the University, merit consideration for a special status. Appointment to the rank of Senior Lecturer does not imply preference for full-time positions that may become available nor imply that a full-time position will be created.

11.3.1 Part-time Faculty members may apply for appointment to the rank of Senior Lecturer once they have taught a minimum of fifteen (15) courses on the Rindge campus. The number of Senior Lecturers is limited to a
maximum of 10% of the number of full-time Faculty. Individuals who currently hold the rank of Senior Lecturer are exempt for the fifteen (15) course teaching requirement for appointment.

11.3.2 Senior Lecturers are appointed to a one (1) year term by the Provost in consultation with the Dean and/or the appropriate Division Chair(s) and after receiving the advice of the Faculty Affairs Committee. Following the initial one (1) year appointment, continuing Senior Lecturers would then receive two (2) year, non-rolling contracts.

11.3.2.1 In the event a Senior Lecturer application is denied, the Provost will communicate his/her decision, including a substantive rationale, in writing to the candidate at the time of the denial.

11.3.3 Senior Lecturers shall teach both fall and spring semesters, and have the following responsibilities:

a. Teach up to eleven (11) FLHs per academic semester and up to eighteen 18 FLHs per academic year.

b. Advise well 10-15 students as assigned (except that the number may be up to twenty (20) when teaching the first year general education course); or serve as Faculty Advisor to a student organization or club.

c. Contribute Institutional Service, whether at the University, Divisional, or Departmental level.

11.4 Except as specified in Sections 11.4.1 through 11.4.3, for purposes of defining part-time work load, a course is construed to mean an instructional section having a distinctive course number. Courses which have zero (0) credit or whose credit(s) do not count toward fulfilling graduation requirements will be included in a part-time Faculty member’s total work load, but will not count in the calculation of the FT/PT ratio.

11.4.1 A course which is taught at multiple levels (for example, Drawing I, Drawing II, Drawing III, etc.) and is taught in one (1) classroom location at the same time will only count as one (1) course provided the total number of students enrolled does not exceed the normal limit established for the combined sections.

11.4.2 Up to five (5) Private Instruction students taught by a Lecturer in Music equal one (1) FLH.

11.4.3 When no qualified full-time Faculty member wishes to offer individual student instruction in an area which the Dean in consultation with the Division Chair believes it to be essential, a part-time Faculty member may provide such individual instruction without that counting towards the FLH total he or she may teach under Section 11.1. A part-time Faculty member may not, however, instruct more than two (2) students in individualized instruction in any semester.
11.5 For the term of this contract, a minimum of 70% of the total number of FLHs in any semester must be taught by the full-time Faculty members. For the purpose of this calculation, FLHs taught by Senior Lecturers and part-time Faculty teaching on behalf of full-time Faculty on paid leave or assignment, shall be considered to be full-time FLHs. Assignments include: sabbaticals, fellowships, grants, faculty requested research projects, non-administrative course releases and other vacancies. Assignments do not include the course releases for serving as Division Chair. Unexpected vacancies are defined as vacancies which occur after a full-time Faculty member has submitted his or her signed contract.

11.6 Within the first month of a semester, the Dean shall report to the President of the Federation the extent to which part-time and adjunct Faculty are being utilized. If the pattern or extent of such usage is significantly different from that of comparable semesters in the three (3) preceding academic years, an explanation for the difference shall be given.

11.7 Any part-time Faculty member or Senior Lecturer who agrees to a University offer to exceed the work load limits specified in Article Eleven shall be paid as follows:

11.7.1 Any part-time Faculty member or Senior Lecturer allowed to teach more than eleven (11) FLHs in the Fall or Spring semester shall be appointed as a full-time Visiting Instructor for that semester and receives as pay one-half of the base annual salary of a full-time Instructor (Article 20.1) and the benefits appropriate for such a full-time Instructor. If the part-time Faculty member’s regular rate of pay/FLH exceeds the pay rate/FLH of a full-time Visiting Instructor, the appointed individual will receive 120% of their normal rate of pay for up to 12 FLHs. In addition, he/she may receive overload pay as specified in Article 20.4.

11.7.1.1 Any part-time Faculty member or Senior Lecturer hired as a full-time Visiting Instructor for the Fall or Spring semester will accrue part-time seniority for that semester.

11.7.2 Any part-time Faculty member or Senior Lecturer whose teaching load in the spring semester brings his/her total FLHs taught for the academic year over the yearly limits specified in Article Eleven above shall be paid either the appropriate pro-rata share of a full-time Instructor’s salary or 120% of their own regular rate of pay/FLH, if their regular part-time pay rate exceeds the pay rate/FLH of a full-time Visiting Instructor. The pro rata pay will be for all FLHs taught in the semester in which the yearly limit is exceeded.

11.8 Part-time Faculty members are eligible to request Faculty Development Funds and Research Support Funds in keeping with the provisions of Article Nine, Sections 9.3 and 9.5.

11.9 Each part-time Faculty member is expected to spend a reasonable number of hours on campus over and above classroom contact hours. Reasonable number of hours is
defined as one (1) hour, per week, of on-campus office hours per each 2-4 FLH course taught.

11.10 Unless precluded by last minute addition of instructional sections or last minute non-availability of a previously scheduled Faculty member, offers of reappointment to part-time Faculty, for existing courses or course sections, shall in all cases be tendered by the Provost, upon recommendation of the Dean and Division Chair, and shall be made at least thirty (30) days prior to the beginning of classes for the course being taught. Such appointments shall be conditional upon sufficient enrollment for the courses. In so far as practical, this Section shall also apply to those part-time Faculty members who receive an initial appointment.

11.11 Part-time Faculty are welcome to participate in the Faculty portion of Family Weekend, Baccalaureate, Commencement Exercises, University Convocations, Faculty meetings and on-campus Admissions functions.
ARTICLE TWELVE
CLASS SIZE

12.1 The parties recognize that one of the great strengths of the University is a relatively low student/faculty ratio and the resultant opportunity for small classes and for greater student/faculty contact than is possible at other institutions. The University will ensure that disproportionate class sizes across and within divisions have sound pedagogical and/or physical space rationales. Recommendations concerning class size shall be provided to the Dean by each Division Chair after consultation with divisional faculty. Once class size limits have been established through this process and have been so designated in registration materials, neither the Registrar nor any other officer of the University may assign additional students above the limit without the approval of the instructor or her/his proxy at registration.

12.2 Faculty members who teach two (2) or more courses in any semester where the assigned student enrollment at the close of the drop/add period is thirty (30) or more shall be paid for an additional FLH during that semester. In courses where there is a common session and two or more discussion/lab groups, the enrollment of the discussion/lab group will determine extra compensation, if any. The Dean's approval is required for all courses that will enroll thirty or more students.
ARTICLE THIRTEEN
FACULTY EVALUATION

13.1 A continuous process of evaluation shall be conducted to provide information for use in making decisions regarding change of status for individual Faculty members and to encourage continuing improvement in performance by all Faculty.

13.2 Evaluation procedures are determined by the Dean after receiving recommendations from the appropriate Faculty body. In general, the evaluation process will include:

13.2.1 The Faculty member's presentation, which may include some or all of the following:
   a. The Faculty member's self-perceptions.
   b. Statements from Faculty colleagues.
   c. Any other materials which the Faculty member may wish to submit, including but not limited to:
      • A video of his/her classroom performance.
      • Examples of unique teaching materials or techniques developed and/or used.
      • Classroom evaluations by individuals other than the Division Chair.

13.2.2 The Division Chair's review, which will include:
   a. Perceptions of a Faculty member's strengths and prospective growth areas.
   b. Evaluations based on at least two (2) and no more than four (4) classroom visits.
   c. Review of student course evaluations.
   d. Evaluation of a faculty member’s work as an advisor.
   e. Evaluation of a faculty member’s work in service to the University.

13.3 The University shall conduct a comprehensive evaluation of a Faculty member during the latter's first year of employment at the University and in other years in which issuance of a one-year contract is contemplated; in the years in which the Faculty member requests the first two- and three-year rolling contracts; and when the Faculty member applies for promotion.

13.4 Each full-time Faculty member shall be formally evaluated at least once every five academic years. This evaluation process shall include the processes noted in 13.2.1 and 13.2.2.

13.4.1 The Dean shall keep track of five-year Faculty reviews and notify the Faculty member of the timing and content of the review.

13.4.2 The Dean or his/her designee shall write an evaluation addressing the Faculty member's performance in teaching, professional development, academic advising and service to the University and share it in a personal
meeting with the Faculty member, who will have two weeks to respond if s/he chooses to do so.

13.4.3 The Dean shall make his/her recommendations to the Provost no later than the last weekday of September in the academic year following the review. A copy of the review and response shall be added to the Faculty Evaluation File.

13.4.4 In the event a Faculty member requests consideration for promotion or change in contract status, the five-year review will be set for five years after the academic year in which such formal consideration occurs.

13.4.5 The Dean may, at his/her discretion, defer the five (5) year review by one year if circumstances warrant. (For example, if the faculty member has notified the University of his/her plans to apply for promotion in the year immediately following the scheduled year for the five year review.)

13.5 Evaluations may also be carried out by the Provost, by his/her delegate, or by outside consultants. Prior to the use of delegates or outside consultants, the Faculty member and the Federation shall be advised by the Provost of the intent to use such evaluators, the purpose of the evaluation, and the qualifications of the evaluator.

13.6 Excepting for student evaluations routinely accomplished in conjunction with the completion of a course that has been instructed by a Faculty member, and in accordance with Article Eighteen, no anonymous materials may be used in evaluating the Faculty member for any purpose. Any third party material that is not furnished by, or at the solicitation of, the Faculty member, will be made available to the Faculty member prior to it being used in the evaluation process.
ARTICLE FOURTEEN
FACULTY APPOINTMENT, REAPPOINTMENT,
ROLLING APPOINTMENT, NON-ROLLING APPOINTMENT,
NON-REAPPOINTMENT, AND TERMINATION

14.1 No Faculty member shall be appointed under terms or with title other than those described in this Agreement without the written permission of the Federation.

14.2 Procedure for Appointment of Full-Time Faculty

14.2.1 In determining the academic areas in which full-time Faculty are to be hired, the Provost, in consultation with the Dean and the President, shall consider current and new program needs and other factors relating to the effective pursuit of the mission and goals of the University and sustainability of the University. New appointments shall be made by the Provost subject to the approval of the President and the Board of Trustees.

14.2.2 Search Committees for New Faculty Members

14.2.2.1 When an appointment of a full-time Faculty member is to be made, it will be the responsibility of the Division Chair, in consultation with the Dean, to organize an appropriately constituted search committee.

14.2.2.2 Such committees are to consist of at least three (3) full-time Faculty members of the Division, including one male and one female Faculty. Members may be from other divisions to satisfy the male or female criterion.

14.2.2.3 The Division Chair, in consultation with the Dean, and with the assistance of the search committee, will develop a description of the qualifications for the position to be filled.

14.2.2.4 The Human Resources Department will solicit applications for the position in accordance with established employment policies and procedures. The Division Chair, assisted by members of the search committee, may also informally solicit applications for the position.

14.2.2.5 The Division Chair, with the assistance of the search committee, will screen all applications and select a minimum of two (2) qualified finalists to recommend to the Dean and the Provost. In the event only one candidate is deemed qualified, the Division Chair will prepare for the Dean and Provost an explanation for this recommendation.
14.2.6 The Division Chair, with the assistance of the search committee, will interview all finalists, as will the Dean and Provost, who will meet with them separately.

14.2.7 The Division Chair, after having obtained the advice of the search committee, will make recommendations to the Provost via the Dean regarding hiring of the new Faculty member.

14.2.8 This procedure shall be followed whenever a full-time Faculty position is to be filled and whenever a Visiting Faculty position becomes a full-time Faculty position. Any Faculty member appointed through a procedure other than that specified in the Agreement existing at the time of hiring shall not be eligible for rolling appointments or promotion until such procedures have been followed for the position in question.

14.2.3 Offers of appointment to the Faculty shall in all cases be tendered in writing and shall include therein, or by reference, a statement of the full terms and conditions of appointment.

14.2.4 Acceptance of an appointment shall be given in writing not more than ten (10) days following the notification date unless the candidate requests and receives an additional 10 days from the Provost. Failure of the individual to accept within twenty (20) days the offer of appointment shall constitute non-acceptance.

14.2.5 A full-time Faculty member's term of appointment shall be for not less than one year. This requirement does not apply to the appointment of Visiting Faculty.

14.3 Procedures of Reappointment of Full-Time Faculty

14.3.1 Reappointments shall be made by the Provost subject to the approval of the President.

14.3.2 It shall be the responsibility of the Division Chair, if requested by the Dean, to make recommendations to the Dean regarding the reappointment of Faculty members. The Dean will, in turn, make his/her recommendations to the Provost.

14.3.3 Offers of reappointment to the Faculty shall in all cases be tendered in writing and shall include therein, or by reference, a statement of the full terms and conditions of reappointment. Such offer of reappointment shall
be made available to Faculty members no later than the second Monday in March each year.

14.3.4 Acceptance of reappointment shall be given in writing no later than the second Monday in April of each year by which date the signed acceptance must have been received in the Human Resources Office. Failure of a Faculty member to respond by that date shall constitute resignation from the Faculty without sufficient notice.

14.3.5 Term of Reappointment

14.3.5.1 The first three one-year contracts are probationary, contingent each year upon satisfactory evaluation by the Division Chair and the Dean.

14.3.5.2 Faculty members hired prior to January 1, 2012 may request issuance of a two-year rolling appointment during the course of his/her third one-year contract. Faculty members hired on or after January 1, 2012 may request issuance of a two-year rolling appointment during the course of his/her fourth one-year contract. Such request shall include a self-evaluation by the Faculty member and an evaluation by the appropriate Division Chair, both of which shall be submitted to the Faculty Affairs Committee. The Faculty Affairs Committee shall submit its recommendation to the Provost, via the Dean, who shall act on the request for issuance of the first two-year rolling contract.

14.3.5.3 When the Provost determines that a fourth or fifth consecutive one-year appointment is appropriate, in accordance with 14.3.5.2, he/she may, after consultation with the Federation, make the offer of the fifth one-year contract stating the areas of needed improvement. Failure to make the required improvements during the course of the fifth year of employment will result in non-reappointment at the end of that year.

14.3.5.4 When a two-year rolling appointment has been awarded, it shall continue to roll until the full-time Faculty member has requested and received a three-year rolling appointment. Faculty members hired prior to January 1, 2012 may request issuance of a three-year rolling appointment as early as the fifth year for implementation in the sixth year, except that those faculty who have had four one-year contracts may request a three-year contract no sooner than the sixth year for implementation in the seventh. Faculty members hired on or after January 1, 2012 may request issuance of a three-year rolling appointment as early as the seventh year for implementation in the
eighth year, except that those faculty who have had five one-year contracts may request a three-year contract no sooner than the eighth year for implementation in the ninth.

14.3.5.5 Faculty granted a five-year rolling contract under the 1998-2002 Collective Bargaining Agreement (CBA) will retain their status of a five-year rolling contract under the terms of the 2011-2015 CBA.

14.3.5.6 In the event a roll or promotion application is denied, the Provost will communicate his or her decision, including a brief substantive rationale, to the candidate at the time of the denial.

14.4 Procedure of Non-rolling Appointment of Full-Time Faculty

14.4.1 The decision not to continue to roll an appointment of a full-time Faculty member shall be made by the Provost via the Dean subject to the approval of the President.

14.4.2 It shall be the responsibility of the Dean and Provost to adhere to the provisions of Article Thirteen and this Article in making a decision about a non-rolling appointment.

14.4.3 Offers of non-rolling appointments to the Faculty shall in all cases be tendered in writing and shall include therein or by reference a statement of the terms and conditions of, and reasons for, the non-rolling appointment. Such offers of non-rolling appointment shall be made available no later than the second Monday in March each year. If the notification is not picked up by noon of the Friday following the second Monday of March, it will be sent by certified mail, return receipt requested, to the home address of the Faculty member.

14.4.4 Acceptance by the faculty member of a non-rolling appointment shall be tendered in writing by no later than the second Monday of April. Failure of the individual to tender such acceptance shall constitute resignation. In circumstances where the non-roll of the contract is timely submitted to the grievance procedure, the grievance shall not be deemed waived by the Faculty member's signing the non-rolling appointment notification.

14.4.5 The term of the non-rolling appointment shall be for the duration of the previous rolling appointment. “Duration” means the length of the prior rolling appointment. (For example, if a non-rolling appointment is issued after the first year of a two-year rolling appointment, the “duration” of the non-rolling appointment will be two years.)
14.4.6 Prior to the end of the term of a non-rolling appointment, the individual Faculty member will be notified of non-reappointment to the Faculty. Such notification will be available no later than the second Monday of March. If the notification is not picked up by noon of the Friday following the second Monday of March, it will be sent by certified mail, return receipt requested, to the home address of the Faculty member.

14.5 Procedure of Non-reappointment and Termination of Full-Time Faculty

14.5.1 The decision of non-reappointment or termination of a full-time Faculty member shall be made by the Provost via the Dean subject to the approval of the President.

14.5.2 It shall be the responsibility of the Dean and Provost to adhere to the provisions of Article Thirteen, this Article, and/or Article Fifteen in making the decision.

14.5.3 Notices of non-reappointment or termination shall in all cases be tendered in writing and shall include therein or by direct reference a statement of the specific reasons for non-reappointment or termination. Such notice of non-reappointment or termination shall be sent to the individual's home address by certified mail, return receipt requested. If the action is taken under the provisions of this Article, the postmark shall be no later than the Friday after the second Monday in March. If the action is taken under provisions of Article Fifteen, the mailing shall be postmarked no later than thirty (30) days following the date on which the Provost, and/or the President could reasonably be expected to have taken action.

14.5.4 Termination under the provision of Article Fifteen may be immediate and without severance pay.
ARTICLE FIFTEEN
TERMINATION FOR CAUSE

15.1 The appointment of a member of the Faculty may be terminated, and the Faculty member may be dismissed for proper cause subject to the member’s right to institute proceedings in accordance with Article Seventeen.

15.2 Proper cause shall include, but not by way of limitation: academic incompetence; failure to fulfill contractual obligations; behavior incompatible with effective conduct of duty, including moral turpitude; behavior detrimental to the University; or failure to comply with Article Four, Sections 4.2 and/or 4.3
ARTICLE SIXTEEN
RETRENCHMENT

16.1 The parties recognize the need for the University to monitor changing financial and enrollment conditions and to react continuously to these changes in order to ensure that current expenditures are adequately met by current revenues.

16.2 After careful analysis, should the Administration become aware that the University is in severe financial distress, the Administration will have the following responsibilities prior to the possible retrenchment of full time faculty:

16.2.1 To form an Institutional Resources Committee (IRC) that will have six (6) members. The President will appoint three (3) members from the staff, one of whom shall be designated chair of the IRC. The President of the Federation will appoint three (3) members from the Federation membership; the RFF President may appoint himself/herself as one of the three RFF members. The Committee will serve in an advisory capacity to the President regarding the necessity of retrenchments. Should the Committee recommend that retrenchments are necessary, it may further advise as to the specific faculty positions that should be considered for retrenchment. It will be the responsibility of each member of the Institutional Resources Committee to act in good faith with confidentiality and in the best interests of the University, in accordance with his or her best judgment.

16.2.2 To present to the Institutional Resources Committee a thorough explanation of the events/circumstances that have led the University to have to consider retrenching Faculty, including all relevant financial and programmatic data. Such data will include, but not be limited to, audited financial statements for the most recent three years, full operational budgets for the current year and previous two years, and a detailed list of all contracts with outside vendors in excess of $15,000 and will be provided at the inaugural meeting of the IRC.

16.2.3 To share with the Committee the specific financial and programmatic alternatives that would need to be achieved in order to stabilize the financial situation.

16.2.4 To present a plan for consideration that would detail:

a. Actions taken to date and proposals to cut operating expenses.
b. Actions designed to increase revenues.
c. Any other alternative actions that might make the retrenchment of Faculty unnecessary.
16.2.5 The Institutional Resources Committee would be expected to make its recommendations regarding all aspects of Section 16.2.4 to the President within forty-five (45) calendar days of its inaugural meeting. These recommendations would include advisory opinions pertaining to proposed cuts in operating expenses, plans to enhance revenue, other alternative actions, and if deemed necessary, faculty reductions. The President has a responsibility, within twenty-one (21) calendar days to respond to the Institutional Resources Committee regarding his/her intentions relating to the Committee’s recommendations. Upon completion of this process, the President shall meet with the Faculty within fifteen (15) calendar days to present a summary of the IRC’s findings and recommendations, and his/her response to the IRC recommendations.

16.2.5.1 The inaugural meeting of the IRC will be held at least fourteen (14) calendar days after all IRC members have been provided all of the documentation identified in Articles 16.2.2, 16.2.3, and 16.2.4.

16.3 After the review and advisory process described above, in the event reductions in the number of faculty are determined by the University to be necessary, staffing needs based upon major program offerings shall determine subsequent actions. Notwithstanding any other provision, herein, the University shall have the right to retain at all times sufficient faculty to provide the courses and programs it determines in its discretion to be offered.

16.4 The sequence in the retrenchment process will occur in the following order:

a. A request for voluntary layoffs or retirements.

b. Part-time Lecturers, Adjunct, and Visiting Faculty teaching in the major program or programs identified for reduction or elimination.

c. Part-time Senior Lecturers teaching in the major program or programs identified for reduction or elimination.

d. New hires who have not yet begun employment who would be teaching in the major program or programs identified for reduction or elimination.

e. Full-time Faculty teaching in the major program or programs identified for reduction or elimination in the reverse order of the seniority roster except as specified in Section 16.5 below.

16.5 The University may decide to retrench Faculty with greater seniority than those with lesser seniority within a program because of the needs of the University and the value of the faculty member(s) involved.

16.5.1 Within a program targeted for reduction, if the University decides to retrench a Faculty member with greater seniority before a Faculty
member with less seniority, the Senior Faculty member’s Retrenchment Compensation (as defined in Article 16.10) will be doubled.

16.6 The University will notify both the individual Faculty member affected and the Federation of the reasons for the retrenchment. The retrenched faculty member will receive a ninety (90) day notice period during which time he/she will receive compensation consistent with the pay and benefits the individual would have received had he/she not been retrenched, after which he/she will receive retrenchment compensation as stated under Section 16.10.

16.7 Before any new Faculty members are hired for a program which has been reduced in size or eliminated, retrenched Faculty will be offered the opportunity for rehire in the reverse order of their retrenchment under conditions set forth in Section 16.8 below, provided their area of formal academic preparation or prior teaching experience is suitable to the academic needs of the program as determined by the Provost and Dean.

16.7.1 Once retrenched, a faculty member would have the right of first refusal for a period of two (2) years for courses the University determines should be offered and for which the faculty member is qualified to teach. Faculty members will respond to any course offering within thirty (30) calendar days of the receipt of such an offer. Failure to respond within this period will be considered as the Faculty member’s declining of the offer. The method for determining the Faculty member’s qualification to teach available courses will be the same as that employed in Section 16.7 above. A maximum of six faculty load hours per semester may be taught during this two (2) year period by the retrenched Faculty member. The Faculty member will be compensated for this part-time teaching based on the number of years of service according to the schedule found in Section 20.4.6.

16.8 Retrenched Faculty members who notify the Human Resources Department quarterly (January 1, April 1, July 1, and October 1) of their addresses and intent to return shall be advised by certified return-receipt mail of the opportunity for reappointment to any Faculty position for which they are qualified for a period of three (3) years.

16.9 Retrenched Faculty shall be credited with their seniority prior to their retrenchment for all contractual purposes if they are reappointed in accordance with Section 16.8 above.

16.10 Retrenched Faculty shall receive the following retrenchment compensation:

16.10.1 Those full-time Faculty who have fewer than five (5) years of full-time service to the University will receive retrenchment compensation equal to one-half (0.5) of their current annual salary to be paid in six (6) monthly installments. These payments will commence at the conclusion of all monthly salary installments from wages earned prior to the Faculty member’s retrenchment.
Those full-time Faculty who have five (5) to fifteen (15) years of full-time service to the University will receive retrenchment compensation equal to one (1) year's current annual salary to be paid in twelve (12) monthly installments. These payments will commence at the conclusion of all monthly salary installments from wages earned prior to the Faculty member's retrenchment.

Those full-time Faculty who have sixteen (16) or more years of full-time service to the University will receive retrenchment compensation equal to one and one-half (1.5) year's current annual salary to be paid in eighteen (18) monthly installments. These payments will commence at the conclusion of all monthly salary installments from wages earned prior to the Faculty member's retrenchment.

**16.10.2** Fringe benefits shall be continued in accordance with existing insurance carrier regulations, for the duration of retrenchment compensation as determined in Section 16.10.1 above.
ARTICLE SEVENTEEN
GRIEVANCE PROCEDURE AND ARBITRATION

17.1 The parties agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement.

17.2 A grievance is defined as a dispute between the parties concerning the interpretation, application, performance or terms of this Agreement, or an alleged breach or violation thereof.

17.3 Nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to present concerns and communicate with any person in the Administration.

17.4 The following steps will be followed for the processing of grievances which are not resolved under Section 17.1 above:

17.4.1 Step One

17.4.1.1 The grievance shall be submitted in writing by a Federation officer to the Dean stating the nature of the grievance including relevant facts, the provisions of the Agreement alleged to have been violated, and the adjustment sought. The grievance must be presented in writing within thirty (30) calendar days following the time at which the aggrieved Faculty member could have been reasonably aware of the occurrence of the alleged violation on the approved form as shown in Appendix D.

17.4.1.2 The Dean, within fifteen (15) calendar days of receipt of the grievance, shall convene a meeting among the aggrieved Faculty member, a Federation representative selected by the aggrieved Faculty member, the Dean himself/herself, and his/her discretion, another University representative.

17.4.1.3 The Dean shall, within ten (10) calendar days following the Step One grievance hearing, respond in writing to the grievance. Such response shall be directed to the Federation representative with a copy sent to the aggrieved Faculty member.

17.4.1.4 If the Dean does not respond in a timely manner and does not receive an extension, this will be deemed denial of the grievance.
17.4.2  **Step Two**

17.4.2.1  In the event the grievance is not settled in Step One, the Federation representative may present the grievance to the Provost with ten (10) calendar days of the response to Step One.

17.4.2.2  The Provost, within fifteen (15) calendar days of receipt of the grievance, shall convene a meeting among the aggrieved Faculty member, a Federation representative selected by the aggrieved Faculty member, the Provost himself/herself, and, at his/her discretion, the Division Chair and/or a third University representative.

17.4.2.3  The Provost shall, within ten (10) calendar days following the Step Two grievance hearing, respond in writing to the grievance. Such response shall be directed to the Federation representative with a copy sent to the aggrieved Faculty member.

17.4.2.4  If the Provost does not respond in a timely manner and does not receive an extension, this will be deemed a denial of the grievance.

17.4.3  **Step Three**

17.4.3.1  In the event the grievance is not settled in Step Two, the Federation representative may present the grievance to the President within ten (10) calendar days of the response to Step Two or submit the grievance to arbitration. A decision to submit the grievance to the President does not remove the Federation’s right to go to arbitration as described in this Agreement. If the President does not respond within twenty (20) days and does not receive an extension, the grievance is deemed denied.

17.5  The filing or pendency of a grievance under the provisions of this Article shall not prevent the University or its representatives from taking the action complained of, subject, however, to the final decision of the grievance.

17.6  In the event that a grievance arises from the action of a Dean, Vice President, or the President of the University, the grievance procedure contained herein shall commence at the next level.

17.7  Any of the time limits set forth in the Article may be extended by mutual written agreement.
17.8 Arbitration

17.8.1 Any grievance which has not been satisfactorily adjusted under the Grievance Procedure and which involves the discharge, discipline, non-reappointment, evaluation, non-promotion, retrenchment, academic freedom, or appropriate financial compensation (meaning any delay or discontinuance of salary or fringe compensation due any bargaining unit member pursuant to this Agreement) of a member of the bargaining unit, of the perquisites of the Federation, may be submitted by either party for settlement under the Arbitration provision of this Article within ten (10) calendar days of the decision by the Provost or the President if the Federation appealed the Provost’s decision to the President.

17.8.2 An appropriate grievance as specified in Section 17.8.1 of this Article may be brought to arbitration by either party provided written notice is served on the University within fifteen (15) calendar days after the conclusion of the final step of the Grievance Procedure.

17.8.3 The procedure for arbitration shall be as follows:

17.8.3.1 Upon receipt of a timely notice pursuant to Section 17.8.2 above, the parties will endeavor to agree upon an impartial arbitrator. If no agreement upon an arbitrator is reached within seven (7) calendar days, then the grieving party may submit its demand for arbitration and request lists from the American Arbitration Association.

17.8.3.2 Selection of an arbitrator, setting the date and place of the hearing, and evidentiary and post-hearing procedures will be conducted in accordance with the labor arbitration rules of the American Arbitration Association the in effect. Each party shall bear the expense of preparing and presenting its own case, including expenses of its own representatives. The compensation of the arbitrator and any other expenses of the American Arbitration Association shall be borne equally by the parties.

17.8.3.3 If either party contends that the grievance does not raise an arbitrable issue, the arbitrator shall first hear and determine separately whether an arbitrable issue has been presented. If the arbitrator decides the issue(s) are arbitrable, s/he shall so state his/her reasons in writing ad thereafter shall have the authority to determine the merits of the grievance consistent herewith.

17.8.3.4 The arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall his/her decision establish any new wage rate, job
classification, job differential or any other term or condition of employment. The arbitrator’s decision shall be consistent with the specific terms of this Agreement and may include an appropriate compensatory award as required by the Agreement which shall in no case predate the date of the grievance. The arbitrator’s decision which shall contain a full written statement of the grounds upon which the issue(s) are decided, shall be final and binding as long as rendered in accordance herewith and shall be issued within thirty (30) calendar days of the close of the hearing.

17.9 Any question in connection with the failure to reappoint any member of the bargaining unit without a rolling appointment at the University at the time of such failure to reappoint is specifically excluded from the arbitration procedures outlined in this Article. This does not include other grievable issues.

17.10 If either party challenges the arbitrator’s finding regarding arbitrament, it may with thirty (30) calendar days after the receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter. No appeal shall be made from such determination by either party.

17.11 Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one (1) grievance.

17.12 The parties agree to give precedential weight to the decision of any arbitrator in a case or cases involving the same contractual provisions and the same issues raised by the grievance which has been arbitrated. Any dispute between the parties concerning the failure of either party to give proper effect to such decision shall be treated as raising an initial question or arbitrability which shall be decided prior to any hearing on the merits of the case.
ARTICLE EIGHTEEN
PERSONNEL FILES

18.1 The University shall maintain several personnel files for each Faculty member under the auspices of the Human Resources Department. One file, called the Faculty Evaluation File, shall constitute the only verified and reliable document for purposes of evaluation, promotion, reappointment, non-reappointment or record of past disciplinary action. The other files shall contain non-evaluative administrative and insurance materials. Unless specifically released by the Faculty member, this non-evaluative file will not be available to review committees.

18.2 At the time any evaluative material is placed in a Faculty member’s Faculty Evaluation File, a written notification and a copy of the evaluative material will be provided to the Faculty member by the Provost, Dean, Division Chair, Human Resources Department, or other administrator placing material in the file. The Faculty member shall have an opportunity to place a rebuttal or any other additional comments in the file.

18.3 Faculty members may include in their Faculty Evaluation File any other material considered relevant.

18.4 Evaluative materials in the personnel file will be available only to the Faculty member in question, the President, the Provost, their designee, or an officially constituted and recognized committee charged with such evaluative material.

18.5 All evaluations and other materials in a Faculty member’s Evaluation File should be signed and dated.

18.6 Faculty members shall have opportunity to review the contents of their personnel files. The files will be available for examination during normal office hours upon request of the Faculty member. The Faculty member may, upon request, obtain a copy of the materials in their personnel file located in the Human Resources Department.

18.7 If it is alleged that the material placed in a personnel file is false or unfair, then the placing of that material in the personnel file may be grieved under the grievance procedure.

18.8 Summaries of student course evaluations shall remain in the Faculty member’s Evaluation Field for an indefinite time period. After the conclusion of each semester or summer term, and after grades for that semester or summer term have been submitted, the Faculty member shall receive a copy of each of the student course evaluation summaries. The Faculty member shall be allowed the opportunity to provide a written response.
ARTICLE NINETEEN
UNIVERSITY GOVERNANCE

19.1 Academic Committees – As part of their institutional support obligations, full time Faculty will serve on formal University committees and/or ad hoc committees, or meet their service obligations in other agreed upon ways.

19.2 For the duration of this Agreement, which expires on August 31, 2015, Franklin Pierce University agrees not to use any activity performed in consonance with the provisions of Article Ten and its several sub-sections of the Agreement to seek decertification of the Federation pursuant to the NLRB v. Yeshiva decision of the United States Supreme court. The University expressly agrees that the activities of the Faculty dealing with any Committee specified under Article Ten, or any subsequently formed sub-committee of these Committees, or ad hoc committees, or other Faculty participation in shared governance, do not come under Yeshiva. The Faculty shall have the right to remain a collective bargaining unit, if the Faculty should so desire.
ARTICLE TWENTY
SALARIES

20.1 Floor salaries for full-time Faculty are as follows:

<table>
<thead>
<tr>
<th>Faculty Rank</th>
<th>Floor Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>$65,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$55,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$47,000</td>
</tr>
<tr>
<td>Instructor</td>
<td>$42,000</td>
</tr>
</tbody>
</table>

20.1.1 The full-time Library Faculty shall have a floor salary that is $2,000 higher than the floor salaries in 20.1.

20.2 The base salaries of full-time Faculty for 2011-2012 through 2014-2015 shall be increased as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Raise</th>
<th>Conditional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2012 – 8/31/2012</td>
<td>0%</td>
<td>retroactive to 9/1/2011</td>
</tr>
<tr>
<td>9/1/2012 – 8/31/2013</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>9/1/2013 – 8/31/2014</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>9/1/2014 – 8/31/2015</td>
<td>3%</td>
<td></td>
</tr>
</tbody>
</table>

20.2.1 The annual increase will not be awarded in the contract year hired.
20.3 Promoted Faculty shall receive the higher of the new rank floor or the increase for the promotion added to their current salary; plus the annual percentage increase will then be applied to this amount.

20.3.1 Increases for promotion in rank:

<table>
<thead>
<tr>
<th>Promotion</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor to Assistant Professor</td>
<td>$1,500</td>
</tr>
<tr>
<td>Assistant Professor to Associate Professor</td>
<td>$1,850</td>
</tr>
<tr>
<td>Associate Professor to Professor</td>
<td>$2,250</td>
</tr>
</tbody>
</table>

20.4 Full-time Faculty will receive additional compensation for teaching overloads and summer courses in keeping with the following schedules:

20.4.1 All Individualized Instruction, Independent Study and Private Instruction approved by the Dean shall be paid at $450/student.

20.4.2 Each FLH calculated to the nearest tenth of a percent shall be paid at $1,200.

20.4.3 Faculty teaching more than twelve (12) FLHs per semester shall be paid at the 20.2.4 rate or receive an equivalent reduced load before the end of the next academic year.

20.4.4 When it becomes necessary for a full-time Faculty member to exceed three (3) course preparations in a semester as a part of his or her normal course load, excepting when additional preparations are required for overload courses which s/he is voluntarily teaching, the Faculty member shall be credited with an additional FLH during the semester in which the course requiring the involuntary fourth (4th) preparation is taught.

20.4.5 Full-time Faculty will receive $2,000 for teaching each Professional Studies course.
20.5 Part-time Faculty will receive compensation for teaching their regular classes and summer courses in keeping with the following schedules:

20.5.1 Payments for Individualized Instruction, Independent Study and Private Instruction approved by the Dean shall be paid according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6 years</td>
<td>$560</td>
</tr>
<tr>
<td>7+ years</td>
<td>$620</td>
</tr>
</tbody>
</table>

20.5.2 Each FLH calculated to the nearest tenth of a percent shall be paid according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6 years</td>
<td>$1,200</td>
</tr>
<tr>
<td>7+ years</td>
<td>$1,250</td>
</tr>
</tbody>
</table>

20.5.3 Part-time Faculty holding Senior Lecturer status shall receive compensation at 125% of 20.5.1 and 20.5.2.

20.5.4 Any part-time or adjunct Faculty who teaches a course at the Rindge campus shall be paid not less than the minimum amount provided in Section 20.5 above.

20.6 Classes with eight (8) or fewer students will only be held if approved by the Dean and will qualify for FLHs per credit hour taught without proration.

20.7 Staffing in the Writing Center will be compensated at $22 per hour. Preference in hiring will be given to qualified full-time Faculty, followed by qualified part-time or adjunct Faculty.
ARTICLE TWENTY-ONE
FRINGE BENEFITS

21.1 Group Insurance Benefits. The University shall provide all eligible full-time Faculty with
the opportunity to participate in the following group insurance benefits:
- Life
- Accident Death and Dismemberment
- Health
- Dental
- Short Term Disability
- Long Term Disability

21.1.1 Senior Lecturers are eligible to participate in the medical and dental plans offered by the University at the same contribution rate as full-time Faculty.

21.2 Life Insurance. The University will pay the entire cost of group term life insurance equal
to double the Faculty member’s base salary rounded to the nearest $1,000.00
increment.

21.3 Accidental Death and Dismemberment Insurance. The University will pay the entire cost
of accidental death and dismemberment insurance for a policy amount equal to the
amount provided to a Faculty member in Section 21.2.

21.4 Health Insurance. The University will participate in a program of health insurance
comparable to the plan in the current year. Any changes will need to be mutually
agreed to by both parties.

21.4.1 The University will pay 80% of the monthly health insurance premium,
and the Faculty member shall share in the total cost, by paying the other
20%.

21.4.2 The University will provide the Faculty with Health Reimbursement
Accounts (HRA), which will be used to partially cover the out-of-pocket
costs of health insurance deductibles. The University’s contribution to the
Faculty HRAs will be based on this schedule, where the employee
contributes the first 50% and the University contributes the second 50%:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>University Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2011 – 6/30/2012</td>
<td>none; old plan in effect</td>
</tr>
<tr>
<td>7/1/2012 – 6/30/2013</td>
<td>50% of deductible for selected plan</td>
</tr>
<tr>
<td>7/1/2013 – 6/30/2014</td>
<td>50% of deductible for selected plan</td>
</tr>
<tr>
<td>7/1/2014 – 6/30/2015</td>
<td>50% of deductible for selected plan</td>
</tr>
</tbody>
</table>
21.4.3 After September 1, 2012, the University will provide each Faculty member covered by the University’s health insurance plan in the 2012-2013 academic year, a one-time $250 credit toward their health insurance premium.

21.5 **Dental Insurance.** The University will participate in a program of dental insurance comparable to the plan in the current year. Any changes will need to be mutually agreed to by both parties.

21.5.1 The University shall pay 80% of the monthly dental insurance premium, and the Faculty member shall share in the total cost, by paying the other 20%.

21.6 **Short Term Disability.** The University will pay the entire cost of a Short Term Disability income insurance policy or an equivalent short term income indemnity plan which provides a benefit equal to the Faculty member’s base salary for a maximum of 182 calendar days commencing after the start of a non-work related illness or injury while under the immediate care of a physician. Disability certificates must be completed and signed by the Faculty member and the attending physician and forwarded to the University’s current short term disability insurance carrier, prior to the approval of payment of benefits.

Maternity Leave shall be classified as a disability under the provision of the short term disability benefit when the Faculty member is designated as disabled by a physician in accordance with the State and Federal Family Leave Act regulations.

21.7 **Long Term Disability.** The University shall pay the entire cost of a Long Term Disability or income indemnity plan. The plan will provide for replacement income of at least 60% of contract salary.

21.8 **Pension Plan.** The University will participate with TIAA-CREF in providing pension plans on a voluntary non-contributory basis. The University’s contribution will be based on years of service:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>University Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 3 years</td>
<td>7%</td>
</tr>
<tr>
<td>4 – 10 years</td>
<td>8.5%</td>
</tr>
<tr>
<td>11 – 20 years</td>
<td>11.25%</td>
</tr>
<tr>
<td>21+ years</td>
<td>13.5%</td>
</tr>
</tbody>
</table>
21.8.1 Entry age into the plan is twenty-one (21) and there is a one-year waiting period. However, the waiting period will be satisfied by one (1) year of full-time service at another institution of higher education.

21.8.2 The plan will continue to provide immediate vesting at 100%.

21.8.3 Part-time Faculty, after one (1) year of service, may also qualify under ERISA §202(3)(A) and IRS §1.410(b)-1.

21.8.3.1 Work hour equivalencies are as follows:

   a. One course = 250 hours  
   b. One private music instruction = 25 hours  
   c. One individualized instruction (1:1) = 14 hours

21.8.3.2 Participation eligibility will be determined each plan year. The University contribution will be made in subsequent years whenever eligibility requirements are met for the specific plan year in question. Such contributions will be based on compensation earned during the plan year.

21.9 **Tuition Scholarship.** After one (1) year of service, full-time Faculty members qualify for tuition scholarships for undergraduate programs and courses at the University in the amount of 100% of prevailing tuition for themselves, their spouses, and their children thirty (30) years of age or younger, provided they are academically eligible, for as long as the Faculty member remains in service at the University.

21.9.1 Additionally, Faculty are eligible for a full tuition benefit and their dependents are eligible for a scholarship benefit equal to 50% of the tuition cost for the MBA in Leadership, the MS in Information Technology Management and the Masters of Education.

21.9.2 As in all cases of awards made under this section, prospective recipients must qualify for admission, based on the published admission criteria for all applicants, and be accepted to the program of their choice.

21.9.3 Tuition benefits may be retained and utilized by otherwise eligible individuals who are older than thirty (30) years provided they initiated their studies before the age of thirty (30) and provided they remain continuously enrolled.

21.9.4 Dependents are also eligible to apply to participate in all tuition exchange programs in which the University is enrolled provided they meet the criteria and regulations of the particular exchange program.
21.9.5 Full-time Faculty and their dependents (as defined in Article 21.9) are eligible to receive tuition benefits for the Doctor in Physical Therapy program under the following conditions:

21.9.5.1 Applications will be considered on a first-come, first-served basis.

21.9.5.2 Applicants must meet all published admissions requirements and be accepted to the program.

21.9.5.3 No more than an aggregate total of two (2) recipients of this benefit may be enrolled at any one time in the program.

21.9.5.4 The tuition scholarship will equal 50% of current charges.

21.9.6 Should new graduate programs be added, full-time Faculty will be able to participate in any benefit offered to full-time employees outside the bargaining unit. The RFF can request a negotiation of different benefits for Faculty.

21.9.7 In the event of the death of a full-time Faculty member who has completed one (1) or more years of continuous service at the University, his/her children, provided they meet the criteria and regulations of the particular scholarship program, qualify for full tuition scholarships at the University in accordance with 21.9.

21.9.8 In the event of the retirement of a full-time Faculty member with ten (10) or more years of continuous service at the University, and being at least sixty-two (62) years of age, his/her children, provided they meet the criteria and regulations of the particular scholarship program, qualify for full tuition scholarships at the University in accordance with 21.9.

21.10 **Academic Regalia.** The University shall supply at no cost to Faculty members academic gowns, hoods, and hats for participation in all academic ceremonies. The Faculty member shall be responsible for maintaining the assigned academic regalia and for returning it to the University upon termination of employment.

21.11 **Cord Wood.** Faculty members shall be allowed to remove in the course of the year, at their own expense, three (3) cords of wood for their personal use. Cutting will only be permitted in areas so designated by the University, and rules governing the treatment of slash must be followed. The University will endeavor, if possible, to locate such areas within a reasonable distance of an accessible way passable by cars or trucks. These wood rights are not assignable to any other individual.
21.11.1 Any Faculty member wishing to harvest Cord Wood must first sign the Liability Waiver (see Appendix H).

21.12 Section 125 Plan. Faculty members may participate in a Spending Benefit Account which will enable pre-tax (both FIT and FICA) salary reductions to be made from their pay in two (2) areas of spending.

21.12.1 A medical expense reimbursement account that provides for reimbursement of qualifying medical expenses per the Internal Revenue Code and the Affordable Care Act.

21.12.2 A dependent care reimbursement account that provides for reimbursement of qualifying child care expenses per the Internal Revenue Code.
ARTICLE TWENTY-TWO
PERQUISITES

22.1 The Dean shall designate reasonable space on existing bulletin boards for use by the Federation.

22.2 Postings on all such bulletin boards shall be made by or at the direction of the Federation President. All such postings shall clearly indicate sponsorship by the Federation.

22.3 The Federation shall be permitted to use appropriate facilities such as classrooms or lecture rooms for Federation meetings during the academic year. Such meetings shall not be scheduled in a manner which would conflict with previously arranged Faculty meetings, duties, and assignments, or with previously arranged use of such facilities. The time, place and day of the month of the Federation meetings shall be mutually agreed upon prior to the commencement of each academic year and may be altered through mutual agreement. The University community shall make every reasonable effort to avoid the scheduling of meetings, which involve Faculty member, which would conflict with regularly established monthly Federation meetings.

22.4 The Federations shall be permitted to use duplicating equipment, as available, provide that such Federation use does not conflict or interfere with normal University use of such equipment. The Federation agrees to pay for such use at the usual and customary rate then in effect for such use. The Federation further agrees to pay charges for such use within a reasonable period not to exceed thirty (30) calendar days after a monthly invoice is received. If such payments are not made, Federation use may be discontinued.

22.5 The University shall make a reasonable effort to create office space for the Federation.

22.6 Faculty members may use available telephones for on-campus calls regarding Federation business. For long distance or off-campus calls for Federation purposes, the University will make available a telephone and a long distance service. The Federation will be responsible for all costs related to such telephone and its use. The University will bill the Federation on a regular basis for such costs.

22.7 Faculty members may use the on-campus mail service including Federation business.

22.8 The University shall maintain an account number in the Finance and Accounting office to permit billing of the Federation for use of telephone, copying and printing services.

22.9 In any academic year, one (1) member of the bargaining unit may be granted up to one (1) year of unpaid leave for the purpose of serving as an officer or staff member of the American Federation of Teachers.
22.10 Security Officers will open Faculty offices when requested during other than normal office hours.

22.11 In recognition of the duties of the President of the Federation, the President shall be granted a reduction of six (6) FLHs each semester of the Agreement.

22.12 Members of the bargaining unit shall receive notification by the Human Resources Department of any available position of employment at the University. A Job Posting Notice of any and all such positions will be issued to each Division Chair, who will immediately post the notice for an appropriate period of time. Current practices of non-discrimination in hiring of qualified Faculty family members shall continue in accordance with Article Five.

22.13 Faculty members shall be reimbursed at the same rate per mile as other employees when driving a privately-owned vehicle for University-related purposes in the course of their professional activities, excluding commuting to or from the University provided that prior authorization has been given by the appropriate Chair.

22.14 The University agrees to enforce its parking regulations.

22.15 The University shall attempt to provide private or semi-private offices for all full-time Faculty members and, in the absence of such space, recognizes that a significant amount of University-related work must be done off-campus. No Faculty member shall be removed from his/her office without an alternative space having first been made available.

22.16 Full-time Faculty are eligible to teach one (1) overload course per semester (fall and spring) on the Rindge campus. Additionally, full-time Faculty are eligible to teach one (1) course at a time in the College of Graduate and Professional Studies (CGPS) during the Fall and Spring semester of the Rindge campus. Exceptions to this schedule may be granted by the Dean.

22.17 On February 1 of each year, the Dean of the College at Rindge will email to each Rindge Faculty member a list of CGPS undergraduate courses that will be offered during Terms I-VI of the following year (beginning in September), and a list of all CGPS Center Directors with their contact information. Faculty shall inform the respective CGPS Center Directors of their interest in teaching courses by March 1.

Prior to teaching CGPS students for the first time, all Faculty shall attend the CGPS Teacher Effectiveness Seminar. Faculty seeking to teach online courses must first complete certification training.

22.18 The University shall provide personal property insurance coverage up to $2,500 to indemnify Faculty members for the loss, by fire or theft, of personal property brought on campus for instructional use. Where applicable, to qualify for such insurance, model and serial numbers should be recorded, and this information, together with the value, and building location of such property, shall be reported to the University's Risk Management Office before bringing property to campus. When a claim is to be
filed, the Faculty member shall provide the Risk Management Office with an incident report which relates the nature and date of the loss.

22.19 Unless otherwise provided for in this Agreement, or some other agreement voluntarily entered into between the University and a Faculty member, the University shall not require any Faculty member to waive any of their legal rights.
ARTICLE TWENTY-THREE
WORKING CONDITIONS

23.1 The working conditions outlined in this article are intended to support a safe working environment that is conducive to academic activity. Specific working conditions will provide individual Faculty members with the support they need to conduct professional activities and to facilitate learning among their students. Faculty members from each division need to be a part of all planned changes for improvement of working conditions because of the diverse needs from one division to the next.

23.2 In keeping with the mutually held goals and objectives of the Federation and the University, primary emphasis in this effort will be directed toward the separation of all teaching space from student residences as soon as possible and the creation of additional faculty offices adequate in number to provide Faculty members who so desire with a private office to ensure their ability to perform their professional duties, such as interacting with students in reasonable privacy, preparing course materials, and pursuing scholarly activities.

23.3 The University shall make every reasonable effort to ensure that teaching areas are kept appropriately quiet, including having University security officers respond in a timely manner to Faculty member requests for assistance in this regard.

23.4 Divisional offices shall be located, equipped, and staffed to provide proper administrative support for Faculty members within each academic division. The University will seek to enhance the ability of Faculty to work effectively and efficiently by providing access to various information technologies and related electronic devices as they evolve and become applicable to higher education and available to the University. Appropriate and adequate space for meetings shall be provided. Parking spaces, adequate in number and location, shall be reserved and marked for Faculty/Staff usage.

23.4.1 The University respects the confidential and personal nature of electronic messages, communications, files, data, etc., and will use its best efforts to insure any information obtained from such sources will not be used for any purpose other than that intended by the originator, except under the following circumstances: 1) when the originator’s use of the University’s electronic network presents probable violation of federal or state law; and 2) when the originator’s use of the University’s electronic network falls unreasonably outside the boundaries of Academic Freedom as defined in Article Six.

23.4.1.1 Unreasonable is defined as usage exceeding incidental use. Incidental use is defined as usage that is always ethical, reflects academic honesty, shows restraint in the consumption of shared resources and is consistent with the preservation of University network security and integrity.
23.4.2 The parties to this Agreement affirm their intent that all information processing and communications equipment and facilities are intended to be used for only legitimate and appropriate purposes by the University community.

23.4.3 The Faculty shall be secure from unreasonable surveillance and unreasonable searches by the University.

23.5 To foster collegiality, informal communication, and good will among Faculty members, lounge space shall be provided for use by Faculty members. Formal usage of the Faculty Lounge by non-Faculty members shall be scheduled through the Federation Executive Committee. Should a change in the location of the Faculty Lounge become necessary, the Federation Executive Committee and the University shall work together to find a suitable new place for the Lounge area.

23.6 Dining space shall be provided for use by Faculty members.

23.7 If the need arises to alter any of the above provisions, the Federation Executive Committee and the University shall work together to find mutually agreeable solutions to problems.
ARTICLE TWENTY-FOUR
NO STRIKE OR LOCK-OUT

24.1 The parties agree that any disputes, including disputes which are not referable to the grievance or arbitration provisions of this Agreement, which may arise between them, shall be settled without resorting to a strike or lock-out. The University agrees that it will not lock out any or all of the Faculty during the term of this Agreement. The Federation agrees that there will be no strikes, slow-downs or interferences with the normal operation of the University during the term of this Agreement.

24.2 In the event of a wildcat strike by Faculty members, the Federation agrees to use all reasonable measures to inform the members of the illegality of such a strike and of the Federation’s policy of opposition to such strikes. Any individual who engages in a strike which is authorized by this Agreement or is otherwise illegal shall be subject to discipline or discharge by the University.
ARTICLE TWENTY-FIVE
EFFECT OF THE AGREEMENT

25.1 This instrument constitutes the entire Agreement of the University and the Federation, arrived at as the result of collective bargaining negotiations except such amendments hereto as shall have been reduced to writing and signed by the parties.

25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

25.3 During the term of this Agreement, the parties agree to study and discuss matters of mutual concern. If mutual agreement is reached on any such matter(s), it shall be reduced to writing, signed by the parties, and added as an addendum to this Agreement.
ARTICLE TWENTY-SIX
SEPARABILITY

26.1 In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of the Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and, in such event, the remainder of this Agreement shall continue to be binding upon the parties thereto. The parties shall then meet within thirty (30) calendar days after such provision or provisions are declared to be illegal, void or invalid and renegotiate the provision(s) in question so as to bring them within the boundaries of the law, or to discuss at the request of either party any other changes in the Agreement which may be required or desirable in light of the voiding or invalidity above mentioned.
ARTICLE TWENTY-SEVEN
INTELLECTUAL PROPERTY

27.1 The University encourages the creative efforts of the Faculty in the development and protection of intellectual property. This Article governs the respective rights of the University and Faculty relating to the ownership and revenues derived from such rights. Nothing herein shall be construed to change or alter the normal curriculum development and instruction responsibilities of the Faculty.

27.2 Exempted Scholarly Works. The University specifically waives ownership rights to scholarly works to which academic institutions have traditionally waived such rights, except as restricted elsewhere in the article. Such works include, but are not limited to: (a) Textbooks, (b) Class notes, (c) Research proposals, (d) Course outlines, (e) classroom presentations, and (f) instructional materials.

27.2.1 "Course outline" is the version of the official syllabus developed for use by the Faculty member in the classroom.

27.2.2 "Instructional materials" may include innovative products or procedures (which may appear in a variety of forms, such as printed matter, slides, web-based productions or multimedia presentations) resulting from or enhancing the teaching/learning process.

27.3 As an incentive to encourage scholarly growth, the University shall not claim any ownership or share of the proceeds in Intellectual Property created without Substantial Use of the University’s resources/support/facilities.

27.3.1 In keeping with academic tradition, the University will not claim any ownership, interest, or share of the proceeds in the following types of Intellectual Property, which are used or created for instructional purposes or as a result of scholarly activities: (a) publications, (b) textbooks, (c) educational courseware, (d) lectures, (e) recordings [video or audio], (f) original works of art, (g) fiction, including popular fiction, novels, poems, dramatic works, (h) motion pictures and other similar audio-visual works, (i) musical compositions, or (j) computer software.

27.3.2 The University will not claim ownership, interest, or share of the proceeds in Intellectual Property created while on sabbatical leave unless there was Substantial Use of University resources/support/facilities as defined herein.

27.3.3 This Article also applies to any Intellectual Property in which the University has an interest under the terms of grants or other agreements.

27.3.4 The provisions of this Article are subject to any applicable laws, regulations or provisions of grants or contracts, which affect the rights of Intellectual Property, made in connection with the activity.
27.3.5 All Intellectual Property developed by Faculty Members with support from a sponsor outside the University shall be governed by the provisions regarding ownership in the sponsorship agreement, grant or contract, unless the University has provided Substantial Use, including compensation, in which case the shared ownership provisions of this Article shall prevail. In the absence of such terms, the ownership of such Intellectual Property shall be determined by this Article.

27.3.6 Intellectual Property that is the subject of a specific agreement between the University and the Creator(s) thereof shall be owned as provided in such agreement.

27.3.6.1 Ownership and creative control of works made for hire will be governed by an agreement to be made prior to commencement of work between the University and the Creator. The Creator is one who receives payment from the University for the particular work.

27.4 For the purposes of this Agreement, the following definitions shall apply:

27.4.1 **Intellectual Property**: includes any invention, whether patentable or not, materials, data, software, information, works, whether copyrightable or not, subject matter, any trademarks, trade secrets, creations, publications, compositions, discoveries, inventions, improvements, developments and all other results of work performed by Faculty Member(s)/Creator(s) during the course of his/her employment with the University, as well as all intellectual property therein, including patents, trademarks and copyright registrations and trade protections. These include, but are not limited to: inventions (including new and useful processes, or any new and useful improvements) works of authorship, dramatic works, pictorial, graphic and sculptural works, musical works, choreographed works, multimedia works, film, sound recording, architectural works, industrial designs, domain names, trademarks, service marks, and trade names.

27.4.2 **Materials**: Any tangible or electronic item (whether written or recorded) which contains or embodies material which is the subject of Intellectual Property Rights. These may include, but not by way of limitation, printed works, choreographed works, musical works, computer programs and multimedia products.

27.4.3 **Creator**: Any Faculty Member creating an item of Intellectual Property.

27.4.4 **Substantial Use**: Use of the University’s resources/support/facilities will be considered substantial if the use of such resources/support/facilities is important to the creation of Intellectual Property and University aid exceeds a cumulative total of $30,000 per project, for any combination of the items listed below over a three-year period. Examples of such support items include but are not limited to the following:
27.4.4.1 Alternate assignment, and/or special assignment for a specific project or task, including the value of course releases.

27.4.4.2 Use of University funds designated for a specific project or task.

27.4.4.3 Use of University-owned, administered, leased equipment, facilities, materials or technological information.

27.4.4.4 Support provided by other public, governmental or private organizations, when it is arranged, administered, or controlled by the University.

27.4.4.5 Assistance of one or more University employees or students, or others who are assigned to a project or task.

27.4.4.6 Cash investments or cash purchases.

27.4.5 The following types of institutional support are not considered Substantial Use:

27.4.5.1 Mere incidental use of University resources/support/facilities.

27.4.5.2 Normal academic use of facilities commonly available to Faculty Members, staff, or the public, such as libraries, offices, office equipment, or Internet services.

27.4.5.3 Use of sabbatical leave, unless Article 27.3.2 is applicable.

27.4.6 University Directed or Commissioned: Separate agreement between the University and Faculty member that falls outside of issues covered by this Agreement.

27.4.7 Independent Works: Intellectual property created or developed by a Faculty member without the use or support of any of the University’s resources.

27.5 Ownership of Intellectual Property shall be determined by the following sections of 27.5 unless a specific agreement between the Faculty member and the University President or Designee is signed before development begins, in which case the provisions of the agreement would prevail:

27.5.1 University Directed or Commissioned Works. When the University directs or commissions projects under a works-made-for-hire agreement, the allocation of property rights shall be: University 100%, Faculty 0%.

27.5.1.1 Works-made-for-hire are works specifically contracted for by the University. When work qualifies as a works-made-for-hire, the University is the sole owner of the property.
27.5.2 **Works Supported with Substantial Use and Faculty Compensation.** University provides significant resources, that meet the threshold of substantial use, and compensation to the Faculty member for development. No royalties paid to the Faculty member for internal use. Allocation of property rights shall be: University 50%, Faculty 50%.

27.5.2.1 Compensation may be release time, overload pay, stipend or honorarium.

27.5.3 **Works Supported with Substantial Use.** University provides significant resources, that meet the threshold of substantial use, but no Faculty compensation, for development. No royalties paid to the Faculty member for internal use. Allocation of property rights shall be: University 50%, Faculty 50%.

27.5.4 **Works Supported with Faculty Compensation.** University provides Faculty compensation, but no significant resources, that meet the threshold of substantial use, for development. No royalties paid to the Faculty member for internal use. Allocation of property rights shall be: University 50%, Faculty 50%.

27.5.5 **University-assisted Works.** University provides neither significant resources, that meet the threshold of substantial use, or Faculty compensation for development. University assistance will be limited to resources routinely made available to other Faculty for creation or development of intellectual property or for the performance of routine responsibilities of employment. No royalties paid to Faculty member for internal use. Allocation of property rights shall be: University 0%, Faculty 100%.

27.5.6 **Independent Works.** University provides no resources or Faculty compensation for development. Allocation of property rights and internal royalties shall be: University 0%, Faculty 100%.

27.6 Considering modification of Intellectual Property materials, the following policies are in effect:

27.6.1 Only the Faculty developer shall modify Intellectual Property Materials prepared as "Independent Works" and “University-assisted Works.”

27.6.2 The University shall have the unlimited right to use and to modify Intellectual Property Materials that are “University directed or commissioned works” unless otherwise agreed to between the University and the developer.

27.6.3 In the case of Works Supported with Substantial Use and Faculty Compensation, both parties shall have the right to use and to
independently modify the Intellectual Property Materials, provided they inform one another.

27.6.4 In the case of Works Supported with Substantial Use, and Works Supported with Faculty Compensation that are not otherwise covered by 27.6.3, the modification of such works may be made by the Faculty member without prior approval of the University and may be modified by the University only with the Faculty member’s consent.

27.7 Considering use of Intellectual Property materials, the following policies are in effect:

27.7.1 Internal Use. The University shall expect a Faculty member to create materials for the record-keeping, evaluation of, and/or presentation to students in the Faculty member’s classes (i.e., syllabi, assignments, exams, audiovisual aids, exercises, instructional materials). In such cases the University shall have the right to expect the Faculty member to use such materials in his or her classrooms without the University paying royalties. Except as otherwise provided in this Article, intellectual Property created for the fulfillment of the Faculty member's normal duties and responsibilities are presumed to belong to the Faculty member. Notwithstanding anything to the contrary in this Article, the University has a perpetual, nonexclusive right to use and modify for noncommercial educational uses materials that are owned solely or jointly by the University. The University shall have access to such properties for internal or external review, including regulating and accrediting agencies, governmental authorities, or administrative or judicial proceedings.

27.7.2 External Use. The University has the right to enter into agreements with third parties for the sale, licensing or other use of Intellectual Property only for those materials defined in this Article as solely owned by the University. The Faculty Member has the exclusive right to enter into agreements with third parties for the sale, licensing or other use of Independent Works and University-assisted Works. All other intellectual property owned may be sold, licensed or used upon written agreement between the University and the Faculty member.

27.7.3 Separation Use. The terms of this Article 27 shall survive the separation of each Faculty member from the University.

27.7.3.1 Except as otherwise agreed by the Faculty member and the University, should a Faculty member leave the employment of the University, such member shall have the right to use property developed, except University Directed or Commissioned Works without paying royalties to the University at subsequent places of employment.
27.7.3.2 Except as otherwise agreed by the Faculty member and the University, Should a Faculty member leave the employment of the University, the University shall continue to retain all rights granted to it to own, use, modify, and receive revenue as provided elsewhere under this Article for intellectual property created at the University.

27.8 Except where limited by other sections of this Article, the Creator of any Intellectual Property may, with the written permission of the University, choose to place Intellectual Property in the public domain. In such cases, both the Creator and the University waive all ownership rights to said Intellectual Property. Creators wishing to place Intellectual Property in the public domain are responsible for ascertaining that the right to public dedication of that Intellectual Property is not limited by any sponsorship agreement, grant, contract, term of employment, or specific agreement between the Creator and the University as described herein.

27.9 Any dispute regarding the interpretation and application of the provisions of this Article shall be subject to the grievance and arbitration provisions of Article 17 of this Agreement.

27.9.1 Upon submission of a timely request for arbitration by either party, the University or the RFF shall submit the dispute to the American Arbitration Association for the appointment of an arbitrator pursuant to the provisions of Article 17 of this Agreement, with the exception that the arbitrators suggested by the American Arbitration Association shall be required to have had experience with and be knowledgeable about issues involving the resolution of Intellectual Property disputes.
ARTICLE TWENTY-EIGHT
DISTANCE EDUCATION

28.1 The purpose of distance education is to enrich and to increase the availability of the curriculum offerings of Franklin Pierce University. The purpose of the parties in adopting this Article is to expand the curriculum offerings of the University, and to promote access to these offerings.

28.2 The use of distance education technology shall not be used to reduce, eliminate, or consolidate full-time Faculty members who were employed in the bargaining unit through August 31, 2013. No prerecorded form of instruction shall be employed by the University for the purpose of replacing current full-time Faculty members who were employed in the bargaining unit through August 31, 2013, in whole or in part, regardless of the technology utilized.

28.3 Distance Education courses taught by Part-Time Franklin Pierce University Faculty, or offered by independent providers contracted by the University, shall be counted as Part-Time FLHs for the purpose of establishing the ratio of FLHs that have been taught by Full-Time and Part-Time Faculty (Article Section 11.5).

28.3.1 For courses offered by independent providers, contracted by the University, each 18 credit hours completed shall equal 1 FLH.

28.4 Definitions

28.4.1 Distance Education

28.4.1.1 Distance Education is defined as mediated communication/instruction between Faculty member(s) and student(s) other than when Faculty members and student(s) are physically present in the same classroom for 50% or more of the course. This linkage with technology allows real time or delayed interaction using voice, video, data and/or text. Examples of technological methods that can be used singly or in combination include audio transmissions, satellite transmissions, fiber optics transmission of full-motion video, video conferencing using compressed video, cable television, microwave transmission, audio graphics/computer, videotapes, electronic mail, facsimile, world-wide web and CD-ROM. It is the intent of this Article also to cover distance education by other technologies as they develop.

28.4.1.2 Distance Education does not include the use of movies, filmstrips, videotapes, computers, and their related technologies, or other forms of aural or visual recordings, to the extent that they are used as part of course instruction, by a Faculty member who is in the same classroom as the students. However, where a Faculty member is in the same classroom as the students, but simultaneous transmission of some form regularly occurs to
students in other off campus locations, this Article shall cover both the Faculty member in the classroom as well as the education of students at the off campus location.

28.4.2 Home Site

28.4.1 Home Site means the site at which the Distance Education originates. There may be more than one (1) home site for a Distance Education course, if more than one (1) Faculty member is involved. The site at which a Distance Education course is recorded or otherwise stored for later transmission or replay shall be deemed a Home Site.

28.4.3 Remote Site

28.4.3.1 A Remote Site is any site physically separate from the home site at which a Distance Education course is received. There may be more than one (1) remote site for a course. If a course, which is recorded or otherwise stored for later replay, is replayed at the same site at which it was recorded, this site shall be the Home Site for recording purposes and the remote site for replay purposes.

28.4.4 Originating Faculty Member(s)

28.4.4.1 The Originating Faculty Member(s) may be one (1) or more Faculty member(s) who develop and teach a Distance Education course.

28.4.5 Instructor of Record

28.4.5.1 For credit-bearing University courses, the Instructor of Record is the Faculty member who has the task of grading students and otherwise supervising the offering of a distance education course.

28.5 Faculty Participation

28.5.1 No Faculty member appointed prior to January 1, 2003 shall be obligated to teach Distance Education courses throughout the term of this Agreement. Such Faculty members may volunteer to do so, subject to approval of the Dean.

28.5.2 Prior to teaching a distance education course, a Faculty member shall be afforded the opportunity for appropriate training in distance education instruction or the use of a technology used by the University to offer distance education. Appropriate training shall be suggested by the Faculty member in consultation with his/her department and will be subject to approval by the appropriate University official(s).
28.6 Techinical and Instructional Support

28.6.1 The University will provide technical support and training for the technology that is currently used by the University for distance education. Such technical and instructional support and training does not constitute Substantial Use as defined in 27.4.4.

28.6.2 The University will provide Faculty members with the technical resources needed to communicate with students at remote sites by telephone, voice mail, email, fax and other technological methods of communication.

28.6.3 The University shall insure that textbooks and other course materials are available to students at remote sites. Additionally, arrangements shall be made for library access, either through technology or physical access, as appropriate.

28.7 Course Approval

28.7.1 All Distance Education courses offered for credit by the University must be approved through the process defined in Article 19.

28.8 Assessment

28.8.1 The Faculty member shall write an evaluation of his/her experiences in the distance education course and suggest measures that may be taken to improve the quality of distance education in the future. Additionally, the Faculty member should include any student perceptions regarding learning through distance education that may be helpful in improving the quality of the course offerings. This Faculty Evaluation shall be submitted to the department chairperson, the department offering the course, and the appropriate Dean/management supervisor.

28.9 Intellectual Property

28.9.1 Ownership of Intellectual Property created for Distance Education shall be governed by the provisions of Article 27, INTELLECTUAL PROPERTY.

28.10 Compensation

28.10.1 Teaching Compensation

28.10.1.1 A course normally taught at Franklin Pierce University, when taught as a Distance Education course, will be awarded the same number of FLHs as it receives when taught as a traditional course.

28.10.1.2 When a Faculty member teaches a course that is only taught by Distance Education, the course will receive the same number of FLHs as credits for the course.
28.10.1.3 When the Dean and the Faculty member agree to teach a Distance Education course to one student, the course will be paid as an Individualized Instruction.

28.10.1.4 Faculty teaching credit-bearing courses via distance education shall earn workload hours pursuant to Article 10.2.1, FACULTY RESPONSIBILITIES. Teaching Compensation shall be consistent with Article 20, SALARIES.

28.10.2 Preparation Compensation

28.10.2.1 In addition to the compensation required above, a Distance Education preparation payment shall be paid to all Originating Faculty members when the Dean requests or approves the design and development of new Distance Education courses. (Preparation Compensation is to be paid for development of both Distance Education versions of existing courses and for new courses developed specifically for Distance Education.) For each Originating Faculty member, the compensation for preparing a Distance Education course shall be either one course release time or the current Overload rate per credit hour(s) of the new course. The Dean will determine the method of compensation at the time that the course preparation is assigned.

28.10.3 Redevelopment Compensation

28.10.3.1 When it is determined that the Distance Education course’s materials are no longer relevant, the Distance Education course will be re-developed with the approval of, or at the request of, the Dean. The Originating Faculty members, presuming they are still employed by the University as Faculty members, will have the right of first refusal to revise the course. Compensation will be at 50% of the rate of Preparation Compensation, 28.10.2.

28.10.4 Royalty Compensation

28.10.4.1 Each time a Distance Education course is taught at the Franklin Pierce campuses by anyone other than the Originating Faculty member(s), the Originating Faculty member(s) will be compensated for the use of their materials if the course is defined as an Independent Works or University Assisted Works.

28.10.4.2 The Originating Faculty member(s) will be paid $100 for each offering of a course they created that is taught by another Instructor of Record.

28.10.4.3 No consulting duties are tied to the Royalty Compensation.
ARTICLE TWENTY-NINE
DURATION AND RENEWAL

29.1 This Agreement, established at 10:00 PM on December 31, 2011, shall continue in full force and effect until midnight August 31, 2015, and shall be automatically renewed from year to year thereafter until, at least sixty (60) calendar days prior to any expiration date, either party notifies the other in writing by certified mail of its desire to terminate or amend this Agreement. Additionally, it is agreed that the full execution by both parties of a new Agreement covering periods following August 31, 2015 shall result in the immediate implementation and authority of that Agreement on September 1, 2015 or as soon after as the new Agreement is executed.

IN WITNESS WHEREOF the Federation has caused this instrument to be signed and sealed by its duly authorized representatives and the University has caused this instrument to be signed and sealed by its duly authorized representatives this 12th day of December, 2011.

Franklin Pierce University

By: 

President

Kim Mooney

Provost and Vice President for Academic Affairs

By: 

Vice President for Finance and Administration

Ringe Faculty Federation

By: 

President, RFF

Michael R.

Vice President, RFF

At-Large Member, RFF

Treasurer, RFF
APPENDIX A
DUES AUTHORIZATION FORM

I hereby authorize Franklin Pierce University to deduct from my salary the cost of the Federation dues as determined by the Federation in accordance with the provisions of Article Four of the Agreement between the University and the Rindge Faculty Federation/AFT.

This assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing below or until the termination date of the current collective bargaining agreement between the University and the Federation, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative an individually written notice signed by me and which shall be postmarked or received by the University within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the University and the Federation covering my employment if such date shall occur within one of such annual periods. Such notice or revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Treasurer of the Federation.

__________________________  ________________________
Date                                           Signature

WE HAVE BEEN ADVISED BY THE INTERNAL REVIEW SERVICE THAT DUES, CONTRIBUTIONS, AGENCY FEES, OR GIFTS TO THE RINDGE FACULTY FEDERATION ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES. AMOUNTS PAID TO THE RINDGE FACULTY FEDERATION, HOWEVER, MAY QUALIFY AS BUSINESS EXPENSES, AND MAY BE DEDUCTIBLE IN LIMITED INSTANCES SUBJECT TO VARIOUS RESTRICTIONS IMPOSED BY THE INTERNAL REVENUE CODE.
APPENDIX B
AGENCY FEE AUTHORIZATION FORM

I hereby authorize Franklin Pierce University to deduct from my salary an amount determined by the Federation, but not to exceed current monthly Federation dues as determined by the Federation in accordance with the provision of Article Four of the Agreement between the University and the Rindge Faculty Federation/AFT.

This assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing below or until the termination date of the current collective bargaining agreement between the University and the Federation, whichever is sooner.

I hereby voluntarily authorize the University to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified for further successive periods of one (1) year from such date. I agree that this authorization cannot be canceled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative an individually written notice signed by me and which shall be postmarked or received by the University within fifteen (15) days following the termination date of any collective bargaining agreement between the University and the Federation covering my employment if such date shall occur within one of such annual periods. Such notice or renovation shall become effective respecting the dues for the month following the month in which such written notice is given. A copy of any such notice will be given by me to the Treasurer of the Federation.

__________________________  __________________________
Date                     Signature

WE HAVE BEEN ADVISED BY THE INTERNAL REVIEW SERVICE THAT DUES, CONTRIBUTIONS, AGENCY FEES, OR GIFTS TO THE RINDGE FACULTY FEDERATION ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES. AMOUNTS PAID TO THE RINDGE FACULTY FEDERATION, HOWEVER, MAY QUALIFY AS BUSINESS EXPENSES, AND MAY BE DEDUCTIBLE IN LIMITED INSTANCES SUBJECT TO VARIOUS RESTRICTIONS IMPOSED BY THE INTERNAL REVENUE CODE.
APPENDIX C
SCHOLARSHIP FUND CONTRIBUTION FORM

I hereby authorize Franklin Pierce University to deduct $_______ from my salary monthly, which amount is determined by the Federation, but not to exceed the current monthly dues of the Rindge Faculty Federation under Article Four of the Agreement between Franklin Pierce University and the Rindge Faculty Federation, and to pay said amount to the general scholarship fund of Franklin Pierce University.

__________________________    _________________________
Date                                           Signature

CONTRIBUTIONS TO THE GENERAL SCHOLARSHIP FUND OF FRANKLIN PIERCE UNIVERSITY ARE CURRENTLY DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES.
APPENDIX D
COMPLAINT/GRIEVANCE FORM
RINDGE FACULTY FEDERATION

Franklin Pierce University

Receipt

Step One: Date: Step Two: Date:

Received by: Received by:

Step Three: Date:

Received by:

Name of Federation Member:

Department/Division:

Date of Filing:

Date of Alleged Violation:

Article and Section of Agreement Allegedly Violated:

Name and Title of Person Who Allegedly Violated Article of Contract:

Briefly explain under what circumstances the alleged violation occurred:

State what adjustments YOU would like made and by whom specifically:
Executive Committee Meeting* Date When Complaint Discussed:

Executive Committee Meeting Decision - Grievance or Non-Grievance:

If non-grievance, Executive Committee recommendations for avoiding situation in the future, or for altering the contract:

*Member must file Complaint/Grievance through a member of the Executive Committee and conform to Article Seventeen Grievance Procedure.
APPENDIX E
LETTER OF INTRODUCTION TO NEW FACULTY

Dear New Faculty Member;

Welcome to the University. The Faculty members at Franklin Pierce University are covered by a Collective Bargaining Agreement which has been negotiated between the University and the Rindge Faculty Federation.

One of the negotiated Articles in our Agreement requires that each Faculty member either join the Federation or make a monthly alternative payment in an amount set by the Federation. Therefore, each Faculty member must file a form with the Human Resources Department authorizing the University to deduct from the Faculty member's salary the specified appropriate amount each month.

This form must be filed within thirty days of your hiring. Copies of the alternative forms are attached, and an extract of the pertinent pages of the Agreement is provided below. Please make sure that one of the forms is filled out and returned with your contract.

ARTICLE FOUR
FEDERATION DUES AND AGENCY FEES

4.1 Membership in the Federation is a matter of personal choice to be determined by each Faculty member covered by this Agreement. Any Faculty member covered by this Agreement choosing not to join the Federation shall be required, as a condition of employment, to pay an Agency Fee as a contribution toward the administration of any collective bargaining agreement, such fee to be in an amount determined by the Federation, but not to exceed the regular monthly dues. Failure to authorize either Federation Dues or an Agency Fee deduction shall result in termination of employment as provided for in Section 4.4. However, if a Faculty member covered by this Agreement decides as a matter of conscience not to pay Dues or the Agency Fee, Section 4.4 will not be invoked if the Faculty member covered by this Agreement agrees to make a monthly contribution in an amount equal to the Agency Fee to the general scholarship fund of Franklin Pierce University.

4.1.1 Faculty members wishing to become members of the Federation shall execute a Dues Authorization Form (Appendix A). Those individuals choosing not to become members of the Federation shall execute an Agency Fee or Scholarship Fund Contribution Form (Appendix B or C) to authorize alternative payroll deductions. One of the forms specified must be filed within thirty (30) days of hire.

4.1.2 The executed Dues, Agency Fee or Scholarship Fund Contribution Deduction Authorization Form (either Appendix A, B, or C) shall be returned to the Human Resources Department where a copy will be made and submitted to the Federation within fifteen (15) days of receipt.
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APPENDIX G
MOU on Graduate Courses Offered on the Rindge Campus

During negotiations of the 2011-2015 CBA, the University advised the RFF that it had no plans offer graduate courses on the Rindge campus during the term of the 2011-2015 CBA.

The University agrees that if during the term of the 2011-2015 CBA, it decides to begin again offering graduate courses on the Rindge campus, that it will notify the RFF and, on request, meet and discuss resumption of graduate education on the Rindge campus with the RFF.

The offering of graduate courses on the Rindge campus during the term of the 2011-2015 CBA will not be used to reduce, eliminate, or consolidate full-time Faculty members who were employed in the bargaining unit through August 31, 2015.

For Franklin Pierce University

For Rindge Faculty Federation

12/12/2011

12/12/11
Franklin Pierce University offers employees the option of annually cutting three (3) cords of wood for personal use from areas designated by the University. Employees who take advantage of this benefit should recognize that they enter into this activity on non-work time, at their own risk and peril and do so on a voluntary basis. Employees should understand that, as with any physical activity with power equipment, there is the possibility of personal injury, property damage, or death. Employees hereby agree to release, indemnify and hold harmless Franklin Pierce University, its trustees, officers, employees, and assigns, from any and all liability, expenses and costs, including attorneys fees, that may result from any injury, property damage, or death they sustain as a result of their cutting and hauling away the cord wood.

Any employee who elects to cut his or her cord wood shall do so at his or her expense with his or her own equipment.

By signing this Release, I hereby agree that this activity is done on my own time and does not arise out of or in the course of my employment, and waive and release Franklin Pierce University from any defect, and from any personal injuries, property damage, or death sustained while engaged in the activity of cutting cord wood.

____________________  ____________________________________________
Date                  Employee Signature
APPENDIX I

MEMORANDUM OF UNDERSTANDING
Franklin Pierce University & Rindge Faculty Federation
Pension Contributions for 2011-2015 CBA

For the 2011-2015 CBA, the University’s regular contributions to full-time Faculty pensions, as specified in Article 21.8, will be adjusted as follows:

<table>
<thead>
<tr>
<th>Contract Period</th>
<th>University Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2012 – 8/31/2012</td>
<td>Contribution suspended (0%)</td>
</tr>
<tr>
<td>9/1/2012 – 8/31/2013</td>
<td>Contribution modified (50% of full amount)</td>
</tr>
<tr>
<td>9/1/2013 – 8/31/2014</td>
<td>Normal contribution</td>
</tr>
<tr>
<td>9/1/2014 – 8/31/2015</td>
<td>Normal contribution</td>
</tr>
</tbody>
</table>

For the 2011-2015 CBA, the University’s regular contributions to eligible part-time Faculty pensions, as specified in Article 21.8, will be adjusted as follows:

<table>
<thead>
<tr>
<th>Contract Period</th>
<th>University Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2011 – 12/31/2011</td>
<td>Contribution in January 2012: 100% of full amount</td>
</tr>
<tr>
<td>1/1/2012 – 12/31/2012</td>
<td>Contribution in January 2013: 17% of full amount</td>
</tr>
<tr>
<td>1/1/2013 – 12/31/2013</td>
<td>Contribution in January 2014: 67% of full amount</td>
</tr>
<tr>
<td>1/1/2014 – 12/31/2014</td>
<td>Normal contribution</td>
</tr>
</tbody>
</table>

For Franklin Pierce University  
Date: 12/12/2011

For Rindge Faculty Federation  
Date: 12/12/11
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