

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 College Coordinators, laboratory assistants, Adjuncts, the Provost and Vice President for Academic Affairs, the Deans, Assistants to the Deans/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/CFO, the Deans, or one other senior administrator appointed by the President) 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. To facilitate such discussion of financial matters of mutual concern, the University shall provide to the Federation President or designee the following University financial documents for the months ending September, November, February, and May: balance sheets, statement of activities, and, endowment statement. The University shall also provide to the President or designee of the Federation all viability reports, the most recent audited financial statements within sixty (60) days of issuance, and, on an annual basis, shall provide the total amount and details of requests and actual funding from the Faculty Development Fund, Tuition Reimbursement Fund, and the Research Support Fund in the preceding school year. It is agreed and understood that there shall be no public disclosure of the information provided to the Federation pursuant to this Article, except as necessary for the University to fulfill its legal obligations or by mutual agreement.