

ARTICLE TWO DEFINITIONS

- 2.1 Academic Year. The term “Academic Year” as used in this Agreement, shall mean five (5) business days prior to the first day of classes through four (4) business days after May Commencement, exclusive of Summer Sessions as specified in the University calendar. The Provost’s Office will notify the Federation in writing of the official University calendar for the upcoming academic year no later than May 1. Faculty are not required to be on campus during the period between the final day of Fall semester and two (2) business days prior to the commencement of Spring semester. Mandatory meetings may be scheduled within the academic year with appropriate notice from the Provost’s office.
- 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 six (6) contact hours 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 reference the collection of programs organized into the colleges of the University and delivered on the Rindge campus.
- 2.6 College Coordinator. The term “College Coordinator” as used in this Agreement shall mean any person appointed by the Dean to fulfill responsibilities as the University may deem necessary for a College. Faculty appointed to College Coordinator shall have the right to return to the Faculty. College Coordinators seeking an initial Faculty appointment are subject to Article 14.
- 2.7 Contact Hour. Contact hours per year, normally distributed as twelve (12) contact hours each fall and spring semester, are defined as follows: One (1) fifty minute period of lecture or discussion equals one (1) contact hour. One (1) fifty minute period of laboratory or studio course shall equal 0.7 of a contact hour.
- 2.8 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 managerial.

- 2.9 Dean. The term “Dean” as used in this Agreement, shall reference the Deans of the Colleges within the University, or the person holding the equivalent position, as may be designated from time to time by the President or Provost.
- 2.10 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.
- 2.11 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.
- 2.12 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) contact hours per academic year on the Rindge campus. This contact hour 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, but the University shall not use Institute Directors to fill such unexpected faculty vacancies for more than two (2) consecutive semesters without consultation with the Federation.
- 2.15 Institutional Financial Exigency. The term “Institutional Financial Exigency,” as used in this Agreement shall mean a determination by the Administration that the University is at imminent risk of incurring a demonstrably bona fide financial exigency, defined as a severe financial crisis that fundamentally compromises the academic integrity of the institution as a whole and which the Administration believes may not be alleviated by less drastic means than retrenchment.
- 2.16 Instructional Laboratory Technician. The Instructional Laboratory Technician provides technical assistance and support to the Natural Sciences Faculty and teaches laboratory and discussion sections of introductory science courses, up to a limit of 12 contact hours per academic year.
- 2.17 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 appointed at the discretion of the President and the Board of Trustees. Coordinators, excluding College Coordinators, are not included in the category of “Management.”

- 2.18 Manager. The term “Manager” 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.
- 2.19 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.
- 2.20 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.
- 2.21 Professor Emeritus. The term “Professor Emeritus” as used in this Agreement, shall mean any distinguished senior Faculty member no longer under a full-time contract, who meets the established criteria, and whose extraordinary service to the academic community is deemed worthy of recognition by the appropriate Dean.
- 2.22 Program. The term “Program” as used in this Agreement, shall mean the several academic majors and minors and the Composition program offered on the Rindge Campus.
- 2.23 Program Curtailment. The term “Program Curtailment” as used in this Agreement shall mean a program reduction and/or alteration that results from either (a) a failure to meet reasonable expectations for financial viability, as set forth in Article 16.6.1; or (b) a decision by the University, as a result of long range institutional planning, to phase out an academic program. “Long range institutional planning” refers to University planning that seeks to improve the institution’s position within the competitive marketplace and reflects the stated goals of the University’s strategic plan.
- 2.24 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.
- 2.25 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.
- 2.26 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.

- 2.27 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 Fall or Spring semester of part-time Service shall count as one-half year for service purposes. Service time shall be cumulative and need not be consecutive.
- 2.28 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.
- 2.29 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. In exceptional cases, the President of the University may appoint an individual to a one-year visiting term, based on experience, merit, and potential for enhancing educational offerings for students. The RFF shall be provided advance notice of terms of such appointments. All visiting appointments shall only be additions, and not used to replace existing faculty members or existing faculty positions. Visiting appointments shall not exceed two years duration. Any visiting faculty subsequently hired as full-time faculty must be hired through the process outlined in Article 14. Such individuals who are hired may be eligible, as determined by the Provost, to be credited for their years as "visiting" in regards to application for rolling contract and for promotion.