## 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 at least twenty-one (21) calendar days prior to 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.