

# **Collective Bargaining Agreement**

**Between**

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

**September 1, 2019 through August 31, 2023**



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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 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.

## 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.

**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.

**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 Article 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, Article 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) 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 D. The Human Resources Department will issue these forms, a copy of this Agreement, and a copy of the letter shown in Appendix D to all new Faculty members covered by this Agreement together with other pertinent material regarding their employment at the University. Appendices A, B, C, and D will be enclosed with the offer of employment contract. The Federation shall also be afforded a 45-minute, independent meeting time with all new Faculty at one agreed-upon time and location as part of their Orientation day.
- 4.2.1 The Human Resources Department shall provide the Federation on the eighth (8<sup>th</sup>) 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 Article 4.3.2. Such Federation dues and agency fee deductions shall be remitted, together with the reports specified in Article 4.2.1, to the Federation no later than the eighth (8<sup>th</sup>) day of the month following that in which deductions are made. Signed Authorization Forms shall be kept on file in the Human Resources Department and may be changed only between Sept. 1 and Sept. 15 of each year by written letter from a Faculty member covered by this Agreement to the Human Resources Department. Copies of all previously filed forms shall be provided to the Federation no later than thirty (30) calendar days after implementation of this Agreement. The Human Resources Department shall notify and copy the Federation within fifteen (15) calendar days of any new or revised Dues, Agency Fee, or Scholarship Fund Contribution Authorization forms. Should there be any dispute between an employee and the RFF over the matter of deductions, the RFF agrees to defend, indemnify, and hold harmless the University in any such dispute.

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 gross earnings are less than the equivalent of the dollar value of three (3) contact hours 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 Article. The Federation shall hold the University harmless for unintentional violation to this Article 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 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 Article 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 Articles 4.4.1. 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 within ten (10) calendar days of the start of Fall or Spring classes, the University shall notify the Federation and provide the Federation with all valid contact information. 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 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 the President of the Federation, within fifteen (15) calendar days of the date of the written notification, and to make the payment specified in Article 4.3.1. Failure or refusal to submit an Authorization Form within the specified time allotted shall result in immediate termination as specified in Article 4.4. The University shall provide the Federation with a copy of said termination.
- 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, gender identity, sexual orientation, national origin, pregnancy, genetic information or ancestry, veteran or military status, 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 program.
  - 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.



## ARTICLE EIGHT LEAVE

### 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. In order to avoid a loss in pay, the Faculty member must provide written notice to their Dean at least fifteen (15) business days prior to reporting for jury duty.

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. In order to receive leave under this Section, the Faculty member must submit a written request to their Dean and receive approval for the specific number of bereavement days.

8.1.2.1 The 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. The Dean will notify Human Resources.

8.1.2.2 Written requests for bereavement leave by Faculty who are not covered in 8.1.2 shall be submitted to their Dean for consideration and approval.

### 8.2 Unpaid leave

8.2.1 A Faculty member may request an unpaid leave for up to twelve (12) months. Requests for leave under this Section must be submitted in writing to their Dean. If the request is granted by the Provost or designee, 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.

### 8.3 Family Medical Leave (FMLA)

8.3.1 A Faculty member may request in writing a leave of absence in accordance with the University's FMLA policies by completing the request forms and process through Human Resources. Leave may be granted for up to twelve (12) weeks. Faculty members returning from

FMLA must present a doctor's certification to return to work if the leave is for their own illness or injury.

## ARTICLE NINE FACULTY DEVELOPMENT

- 9.1 The University and the Federation recognize the importance of enhancing the academic reputation of the University through 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 \$600 per fiscal year for the length of this Agreement. These funds will be utilized for professional memberships and dues, subscriptions to professional and field-related publications, and materials and activities related to pedagogy. Funds will be awarded only upon presentation to the Faculty member's Dean of an appropriate bill, statement, or other documentation for such expenses. These funds will be available from June 1 through May 31 of each fiscal year. Faculty shall make best efforts to submit all reimbursements within 30 days of the expenditure and by May 1. The University shall make best efforts to pay all reimbursements within 30 days of the submission of receipts. Unexpended funds will not be carried over to the next fiscal year.
- 9.3 Furthermore, the University will establish a Faculty Development Fund of \$65,340 per fiscal year for the life of the contract. Full-time Faculty members, as well as Senior Lecturers and part-time faculty members with twelve (12) years of continuous service to the University, may use these monies, individually or collectively, for travel, conferences, development of new pedagogy for instructions and other professional development activities, but not for tuition. This Fund is in addition to the expense allowance described in Section 9.2. These funds will be available from June 1 through May 31 of each fiscal year. Unexpended funds will not be carried over into the next fiscal year; however, if over 90% of the Fund is expended in any given year of the contract, the University shall increase the annual Fund amount by 10%. The University shall make best efforts to reimburse Faculty for approved expenditures from the FDC within thirty (30) days of Faculty submission of receipts to the appropriate Dean. From May 15 to August 31, Faculty may submit requests for funding from the Faculty Development Fund directly to the appropriate Dean for approval.
- 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.

- 9.4 As provided herein, the University will contribute \$10,000 to a Tuition Fund, per each fiscal year of the contract. The Fund may be used to reimburse eligible permanent full-time Faculty members, as well as Senior Lecturers and part-time faculty members for 75% of the tuition charges incurred for courses related to their contracted instructional subject or in a field of study that will enhance their contribution to the Curriculum. Full-time Faculty members are eligible to request such funding after a minimum of two years of full-time teaching at the University, Senior Lecturers are eligible to request such funding after a minimum of five years of continuous teaching at the University, and Part-time Faculty are eligible to request such funding after a minimum of twelve years of continuous teaching at the University.
- 9.4.1 Any eligible 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. At the sole discretion of the Provost or designee, priority may also be given to Faculty formally accepted and enrolled in a certificate program in his or her teaching field.
- 9.4.2 The University shall pay 75% of tuition charges for courses covered by this Section on behalf of Faculty members covered by this Agreement. No Faculty member will receive more than \$5,000 in any fiscal year.
- 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 two additional years after the course has been completed. Each faculty member will sign an authorization for deduction for reimbursement of tuition and if said faculty member does not stay employed for the required time period the tuition paid will be deducted from their final paycheck on a prorated basis.
- 9.4.4 The Faculty member's 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 their 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.
- 9.4.6 Tuition payments will 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.

- 9.4.7 Requests for reimbursement shall not be eligible for approval unless they are submitted to the Dean within thirty (30) days of receipt of grade.
- 9.5 A Research Support Fund will be funded at \$29,280 for each fiscal year of this contract. Full-time Faculty members, as well as Senior Lecturers and part-time faculty members with twelve (12) years of continuous service to the University, may apply for small grants (up to \$5,000) to support research projects, including assessment projects, related to their contracted instructional subject, for equipment other than computers, tablets, or similar devices; 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 Provost through the appropriate Dean. The Research Support Fund shall be administered by the Provost's Office. The recipient shall provide a final written report to the Faculty member's Dean and the University. These funds will be available from June 1 through May 31 of each fiscal year. If over 90% of the Fund is expended in any given year of the contract, the University shall increase the annual Fund amount by 10%.
- 9.5.1 If funding requests exceed the available money, the Faculty Development Committee shall have the authority to adjust the requested funding amount for each recommended project in order to partially fund as many meritorious projects as possible using the funding available pursuant to Article 9.5. The University shall make best efforts to reimburse Faculty for approved expenditures within thirty (30) days of Faculty submission of receipts to the appropriate Dean.
- 9.5.2 Given the shifting nature of research projects, changes in budgetary allocations of up to twelve and one half percent (12.5%) of the total allocation shall be allowable. Changes over 12.5% of total allocated in proposed budget must be approved by the appropriate Dean.
- 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.
- 9.6.1 Any full-time faculty member who receives grant or course release support through the Research Fund and who fails to make significant progress on the project as approved will not be eligible for further Research Fund support without the consent of the Provost.
- 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 9.7.4 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 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.
- 9.7.5 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 Faculty member's Dean based on the strength of the professional development objectives detailed in the applicant's proposal. Final approval for a sabbatical will be determined by the Provost.
- 9.7.6 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. The University's financial status may also be taken into consideration during periods of Institutional Financial Exigency.
- 9.7.7 All rights and benefits under this Agreement shall continue in force during the sabbatical leave.
- 9.7.8 A Faculty member who takes a sabbatical is obligated to return to the University to teach for one full academic year unless otherwise approved by the Provost. 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. Postponements of sabbaticals as requested by the Faculty member or University must be submitted to the Provost and, if approved, the duration of a postponement shall be deducted from the interval until eligible for the next sabbatical.

9.7.9 A Faculty member must substantively demonstrate, to the Provost, achievement of the proposed outcomes of the sabbatical leave through a detailed report and/or other acceptable documentation within thirty (30) days of the start of the second semester following return from sabbatical. Transcripts of any advanced study must be sent to the Provost when course work is completed.

**ARTICLE TEN**  
**FACULTY RESPONSIBILITIES: TEACHING, SCHOLARSHIP & PROFESSIONAL**  
**DEVELOPMENT, ADVISING, AND SERVICE**

10.1 Overall Level of Responsibility

10.1.1 It is recognized that Faculty, as academic professionals, are committed to the provision of excellence in the academic endeavors of teaching, scholarship and professional development; advising; service; and, other academically related activities that support students.

10.1.2 Full-time Faculty members recognize that the University is their primary employer and that they are expected to be available on a regular basis during normal instructional, meeting and advising hours. If a Faculty member is unable to meet this responsibility, he or she shall submit to their Dean a written request to have these expectations modified or excused. The request shall explain why the responsibility cannot be met, including an identification of any external commitments or other factors that the Faculty member wishes their Dean to consider. The Dean shall make reasonable efforts to accommodate such requests to excuse or modify these responsibilities as long as the requested modification or exception does not unduly interfere with the Faculty member's obligations to the University. However, whether a requested accommodation can be provided shall be within the Dean's sole discretion.

10.2 Teaching

10.2.1 The course load of full-time Faculty members shall be twenty-four (24) contact hours per year, normally distributed as twelve (12) contact hours each fall and spring semester. Each full-time Faculty member may be required to prepare up to three (3) courses each semester, teach the equivalent of 12 contact hours each semester (equivalencies are described in Section 2.7 and Section 10.2 and its several sub-sections), and provide academic advisement to students. Each Faculty member shall be formally affiliated with a program, but he/she may teach outside their affiliated program if qualified and with the approval of the appropriate Deans.

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 contact hours 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 contact hours each toward their teaching load).



10.2.1.2 Faculty may elect to teach in other colleges, whether in the graduate school or in other online delivery courses, to complete course load with the following restrictions:

(a) Faculty must be certified to teach courses by online delivery as required by the University and approved by the University to teach any given course;

(b) Scheduling of all classes which the Faculty member is qualified to teach on the Rindge campus must be fully staffed by Rindge Faculty members before such an assignment can be made;

(c) Faculty who wish to teach overload courses beyond their contract will be remunerated according to the University's Faculty remuneration policies; and,

(d) No Faculty member who does not wish to teach in online delivery to fulfill a load will be required to do so.

10.2.1.3 When a Faculty member's course load requires more than twelve (12) contact hours 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 Faculty member's Dean agrees 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.

10.2.1.4 When a Faculty member's course load requires fewer than twelve (12) contact hours for a given semester, their Dean may make an additional assignment for that academic year after consultation with the Faculty member and an RFF representative, 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.

10.2.1.5 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 Faculty member and their Dean agree that extenuating circumstances warrant further extension.

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

10.2.2 Contact hours may be awarded for non-teaching activities as determined jointly by the Faculty member, their Dean, and approved

by the Provost. A representative of the Federation shall attend the discussions between the Faculty member and their 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 contact hours:

10.2.3.1 A total of six (6) contact hours will be reserved for and shared among full-time Faculty members conducting Music ensembles in which 5-8 students enroll. Ensembles with 9 or more students will receive the regular 3 contact hours for such a course; ensembles of four or fewer students will be subject to the Dean's approval.

10.2.3.2 For full-time Faculty in Music, each group of six (6) students in Private Instruction will equal three (3) contact hours. 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 their 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 appropriate Dean in a timely fashion, satisfy those responsibilities as soon as practicable, and keep the appropriate Dean 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 or when Article 20.6 applies, four (4) preparations may be necessary in any given semester. Such arrangements should be worked out cooperatively by the Faculty member and the Faculty member's Dean. A representative of the Federation shall be involved in such arrangements.

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 Scholarship & Professional Development

10.3.1 Scholarship. The University endorses a broad view of scholarship and recognizes that professional activities may include the multiple forms of scholarship.

10.3.1.1 Faculty members are expected to demonstrate effectiveness in scholarship, as outlined in the Faculty Affairs Committee's Policies and Procedures.

10.3.2 Professional Development. The term "Professional Development" refers to those activities and processes that foster the growth of individuals in their respective roles in and contributions to an ever-changing field. Professional Development enables Faculty to be engaged in multiple aspects of learning within the professional academic community external to the University.

10.3.2.1 Activities that contribute to professional development include, but are not limited to, continuing education and training – through coursework, individual workshops, training sessions, or other formal pedagogical method – and more informal learning through attending conferences, lectures, webinars, etc.; reading professional publications; and communicating with colleagues in one's discipline. Professional growth is both reflected and furthered through service and by sharing one's knowledge in a professional environment external to the University.

### 10.4 Advising

10.4.1 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 '20; Class of '21, etc.).

10.4.2 Each full-time Faculty member will serve as academic advisor for a reasonable number of majors. Exceptions to this requirement may be granted by the Faculty member's 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. All advisors must publish their advising hours outside of their doors and submit them to the appropriate Dean. Faculty members are expected to

provide timely responses to students, either through office hours or digital communication.

10.4.2.1 Faculty who have an advising load which exceeds thirty (30) majors have the option of refusing additional advisees without prejudice.

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

10.4.2.3 Some Faculty members shall be assigned advisees who have not formally declared majors. In such cases, students will be assigned to Faculty members by their Dean. The sum total of advisees, both declared and undeclared, shall not exceed 30. 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.

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

10.4.3 The University shall hold the Faculty harmless related to any liability resulting from implementation of this Article.

## 10.5 Service

10.5.1 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 five (5) formal office hours per week be held, however, Faculty members may hold up to one (1) of the required five (5) office hours digitally.

10.5.2 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. Each full-time Faculty member shall provide service by working annually on 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.

10.5.2.1 Service activities include, but are not limited to:

- a. Contribution associated with service on departmental, school or university committees, task forces and advisory groups.
- b. Contributions associated with service on University governance such as the Academic Senate and/or the RFF.

- c. Participation in student recruiting activities such as Open Houses
- d. Receiving awards, grants, honors or other service recognitions
- e. Leadership and service to student organizations.
- f. Participation in fundraising, alumni and community relations events.
- g. Participation in program assessment activities and ensuing activities designed to refine and improve program quality.
- h. Participation in activities designed to improve course instruction as a result of course assessment.
- i. Development and delivery of new courses or program-related activities.
- j. Development of new programs or minors.
- k. Service as a judge of artistic or scholarly works.
- l. Organizing professional workshops and training sessions.
- m. Leadership roles in professional associations such as AACSB or AAC&U.
- n. Consulting work and other professional activities to benefit the discipline, the profession, the academy, or the wider community.
- o. Development and/or implementation of community-based learning (or service-learning) opportunities.
- p. Volunteer service to the local community that demonstrably enhances the relationship between the University and the community and demonstrates the faculty member's commitment to the FPU core value of service.

10.5.2.2 Service on the Rindge Faculty Federation Executive Committee shall be considered equivalent to the non-teaching responsibilities of Article 10.5 listed above.

10.5.3 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.

10.5.4 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, Founder's 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.

- 10.5.5 All full-time Faculty members are responsible for participating in plenary Faculty meetings, and College and departmental meetings unless prior approval to miss such a meeting is obtained from the appropriate University Administrator.
- 10.5.6 Because of the critical nature of the University's efforts to recruit and retain students, each Faculty member is responsible for participation each year in at least two Admissions Open House programs or related events (e.g., Step Days, guidance counselor bus tours, etc.), or as program representatives to Convocation or Baccalaureate. The University shall develop a calendar of eligible events. Program Coordinators shall report to their respective Dean how the contractual requirement shall be met. Faculty may voluntarily exceed the minimum required level of participation.
- 10.5.7 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 fundraising initiatives being conducted by the University.

## 10.6 Visiting Faculty

- 10.6.1 The normal course load for Visiting Faculty members shall be determined as described for full-time Faculty in this Article.
- 10.6.2 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. The Federation will make every reasonable effort to accommodate the University in such emergencies. 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 Article 14).
- 10.6.3 Within the first month of a semester, the Deans 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.

**ARTICLE ELEVEN  
PART-TIME FACULTY**

- 11.1 Part-time Faculty may teach up to eleven (11) contact hours in an academic semester, and up to fifteen (15) contact hours in an academic year, excluding Summer Sessions, at the Rindge campus.
- 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 appropriate Dean will notify the part-time Faculty member in writing by June 1. Such notification shall be waived in the event a course is cancelled by the University after June 1 due to low enrollment (as defined in Article 20.6) or for circumstances outside the University's control such as a flood, fire, or similar events.
- 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 Deans 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 hired by the University prior to January 1, 2016 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 appropriate Dean and after receiving the advice of the Faculty Affairs Committee. Following the initial one (1) year appointment, continuing Senior Lecturers may apply for a two (2)-year non-rolling contract. After this period, Senior Lecturers may then apply for a three (3)-year non-rolling contract.
- 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) contact hours per academic semester and up to eighteen 18 contact hours 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, College, or Program 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 teaching 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 eight (8) Private Instruction students taught by a Lecturer in Music equal one (1) contact hour.



- 11.4.3 When no qualified full-time Faculty member wishes to offer individual student instruction in an area which the Dean believes it to be essential, a part-time Faculty member may provide such individual instruction without that counting towards the contact hour 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 contact hours in any semester must be taught by the full-time Faculty members. For the purpose of this calculation, contact hours 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 contact hours. Assignments include: sabbaticals, fellowships, grants, faculty requested research projects, non-administrative course releases and other vacancies. 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.
- 11.7 Any part-time Faculty member or Senior Lecturer who agrees to a University offer to exceed the teaching 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) contact hours in the Fall or Spring semester shall be appointed as a full-time Visiting Instructor for that semester and shall receive 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/contact hour exceeds the pay rate/contact hour of a full-time Visiting Instructor, the appointed individual will receive 120% of their normal rate of pay for up to 12 contact hour. 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 contact hours 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/contact hour, if their regular part-time pay rate exceeds the pay rate/contact hour of a full-time Visiting Instructor. The pro rata pay will be for all

contact hours taught in the semester in which the yearly limit is exceeded.

- 11.8 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 contact hour course taught.
- 11.9 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 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.
- 11.9.1 If the University fails to meet the thirty (30) day time-frame outlined in Article 11.9, the Provost shall send with the contract offer an accompanying letter to each affected faculty member explaining why the University failed to honor the agreed-upon deadline. A copy of each such letter shall also be sent to the president of the Federation.
- 11.10 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 whenever possible. The University will ensure that disproportionate class sizes across and within colleges and programs have sound pedagogical, physical space, and financial viability rationales. Recommendations concerning class size shall be submitted to the appropriate Dean yearly by the program faculty and in consideration of program reviews and viability reports. Class size limits for a specific semester shall not be exceeded without approval of the Faculty member.

## 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 In accordance with procedures defined in 13.2 Faculty members will prepare and submit an Annual Report to the Faculty member's Dean for the previous year's activities for the purpose of periodic review and preparation for formal contract renewal or promotion review.
  - 13.2.1 The Annual Report will be due five (5) business days after Commencement.
  - 13.2.2 Upon review of the Annual Report, the Dean may meet with any Faculty member whose Report indicates one or more categories in need of improvement.
  - 13.2.3 Faculty members who do not meet expectations in a category for two consecutive years will meet with the Dean to discuss and record plans for improvement. Such Faculty members will meet with the Dean and RFF representative to develop an Improvement Plan. The final form of the Plan must be submitted to the Dean by the first day of instruction. The Improvement Plan will be forwarded to the Provost for final approval and then forwarded to the Faculty member to be enacted in the academic year of the Plan's approval. A copy of the Plan will be kept in the Faculty members' Personnel File.
  - 13.2.5 The University shall provide the RFF with a list of Faculty who fail to meet expectations.
  - 13.2.6 The University shall meet and confer with the RFF regarding the expectations reviewed in the Annual Report process. Any material revisions to the Annual Report Form shall be carried out by a Committee established by the Provost, which shall consist of a dean, a Bargaining Unit member of the FAC, and a member appointed by the RFF. The Committee shall submit the proposed form to the Provost for final approval.
- 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 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. Any such evaluation shall not be used as the sole basis for promotion, change-in-contract status, or terminations.
- 13.5 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 any 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 Deans 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 Appointments in General
- 14.2.2.1 Initial Faculty appointments shall be issued by the Provost, who shall routinely consult with and seek recommendations from members of the respective academic areas through the Deans. Unless otherwise impractical, a search committee will be established which shall be composed of 50% Faculty from the respective academic disciplines involved and 50% outside Faculty members from other disciplines. It is recognized that the Provost makes the final determination in these matters. The same general procedures will apply in the case of initial appointments of all Librarians. The Office of Human Resources will notify the President of the RFF of all new and continuing appointments of full-time Faculty members on or before September 15 for fall appointments and February 15 for spring appointments, or within two (2) weeks of a contract being signed.
- 14.2.2.2 Faculty shall be appointed initially to the rank of visiting professor, assistant professor, associate professor, or professor. All initial offers of employment shall be reduced to writing and shall specify the individual's conditions of appointment including rank, compensation, area of appointment, and nature of appointment.
- 14.2.3 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 Dean, to make recommendations to the Provost regarding the reappointment of Faculty members.
- 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. If there is no change in such letter from the preceding year's letter of reappointment, an electronic copy may be transmitted to the Faculty member, who may then signal acceptance via return email. Such offer of reappointment shall be made available to Faculty members no later than the second Monday in March each year, and acceptance of reappointment shall be given in writing or in digital form no later than the second Monday in April. Failure of a Faculty member to respond by the second Monday of April 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 Dean.
  - 14.3.5.2 Faculty members shall 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 Dean, both of which shall be submitted to the Faculty Affairs Committee. The Faculty Affairs Committee shall submit its recommendation to the Provost, via the Deans, 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 fifth or sixth 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 or sixth one-year contract stating the areas of needed improvement. Failure to make the required improvements during the course of the fifth or sixth 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 current CBA.
- 14.3.5.6 In the event a rolling or promotion application is denied, the Provost will communicate his or her decision, including a 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 Deans subject to the approval of the President.
- 14.4.2 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.
- 14.4.3 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.
- 14.4.4 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.)



14.4.5 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 Deans subject to the approval of the President.

14.5.2 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.

14.5.3 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 Retrenchment of Faculty shall occur as a result of (1) Institutional Financial Exigency or (2) Program Curtailment.

16.2 Institutional Financial Exigency is defined in Section 2.15 of this Agreement. One illustrative example of an Institutional Financial Exigency would be a failure to meet the University's debt covenants which would result in the lenders taking control of the University.

16.2.1 Retrenchment of Faculty in response to an Institutional Financial Exigency may only occur when all other reasonable means, as determined by the University, of reducing costs to the University have been properly examined and appropriate measures to reduce costs have been taken. The University has an obligation to provide the Federation with proof that alternative measures have been exhausted and/or evaluated. The University also has an obligation to provide the Federation with accurate information, statistics, and all relevant and pertinent financial data related to all factors giving rise to a retrenchment.

Retrenchment for an Institutional Financial Exigency shall occur only when the conditions of 16.2 above are met. The burden of proof demonstrating the existence of Institutional Financial Exigency shall be on the University. A Faculty member shall not be retrenched due to an Institutional Financial Exigency until all reasonable reassignment possibilities within the bargaining unit have been explored, investigated, and acted upon or ruled out.

16.3 Within ten (10) days of declaring an Institutional Financial Exigency, the President will convene a committee consisting of six (6) Faculty members, three of whom shall be chosen by the RFF and three of whom shall be chosen by the President, to review the materials identified in Article 16.2.1. Within thirty (30) days, the committee will report its recommendations related to retrenchment of Faculty as a result of the Institutional Financial Exigency, in accordance with the process set forth in Article 16.4 to the President for his/her consideration.

Within ten (10) days of receipt of the Faculty Committee's recommendations, the President shall meet with the Faculty Committee and provide the Faculty Committee with the University's final determinations regarding retrenchment. Thereafter, the President shall convene a meeting of the Faculty to announce its final determinations related to retrenchment.

16.4 Retrenchment as the result of Institutional Financial Exigency shall be applied in the following manner.

- 16.4.1 Termination as a result of Institutional Financial Exigency shall be based solely on seniority within the bargaining unit (last in, first out) in accordance with the specific procedures detailed below.
- 16.4.2 Termination shall first take place as follows:
- a. Among the Part-Time Faculty before Full-Time Faculty are terminated.
  - b. Among Full-Time Visiting Faculty, before the termination of Faculty holding probationary or contractual appointments; and among probationary or Full-Time contractual appointments before the termination among tenured appointments. Such removal shall be made in the inverse order of the date of full-time appointment.
  - c. Among the Full-Time Faculty with rolling contracts, such termination shall be based upon length of full-time service to the University. In cases where the date of full-time appointment is the same, part-time service at the University will be taken into consideration.
- 16.4.3 In the case of retrenchment due to Institutional Financial Exigency, the President shall provide a written notice of retrenchment to each affected Faculty member within ten (10) days of the final determination. Upon request by any affected Faculty member, the President shall meet with the affected Faculty member.
- 16.4.4 Persons removed as a result of retrenchment due to Institutional Financial Exigency shall be advised of the opportunity for reemployment in the same or a similar position at the University for three (3) years succeeding the retrenchment year, and must accept such offer within thirty (30) days after such offer. Such acceptance will take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every reasonable effort to place an incumbent so separated in a position for which he/she is qualified, provided such position is in the bargaining unit. Alternative placement for recall following retrenchment shall not result in any retrenched Faculty member receiving more than their CBA contractual salary under any circumstance. Faculty members who are retrenched shall be responsible for notifying the University of their current mailing addresses.
- 16.4.5 Original appointment (Date of formal letter of appointment) shall mean the date of first full-time appointment to University service as a Faculty member, followed by continuous and uninterrupted service within the bargaining unit up to the time of reduction and abolishment of positions. In the event an incumbent believes such date has been incorrectly determined, he/she shall so advise the University, and indicate the date he/she believes to be correct.
- 16.4.6 Any non-probationary, full-time Faculty member with over twenty (20) continuous years of service to the University who is retrenched due to

Institutional Financial Exigency shall be placed on terminal leave collecting his/her salary on a monthly basis until he/she is paid the value of two (2) years compensation, computed at the date of retrenchment, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for two (2) years from the date of retrenchment.

Any non-probationary, full-time Faculty member with between five (5) and twenty (20) continuous years of service to the University who is retrenched due to Institutional Financial Exigency shall be placed on terminal leave collecting his/her salary on a monthly basis until he/she is paid the value of one and one half (1 1/2) years compensation, computed at the date of retrenchment, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for one and one half (1 1/2) years from the date of retrenchment.

Any non-probationary, full-time Faculty member with between one (1) and four (4) continuous years of service to the University who is retrenched due to Institutional Financial Exigency shall be placed on terminal leave collecting his/her salary on a monthly basis until he/she is paid the value of one (1) year compensation, computed at the date of retrenchment, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for one (1) year from the date of retrenchment.

- 16.4.7 Any full-time Visiting Faculty member with at least two (2) full years of faculty employment who is retrenched due to Institutional Financial Exigency shall be placed on terminal leave and allowed to collect his/her salary on a biweekly basis until he/she is paid one half (50%) of his/her annual salary computed at the date of retrenchment, and shall be provided with the University's faculty health insurance coverage on the same basis and cost sharing as actively employed faculty for one (1) year from the date of retrenchment.
- 16.4.8 During their terminal leave, retrenched full-time faculty shall have first priority for professional development funds in accordance with Section 9.
- 16.4.9 All salary and benefit continuation provided under Sections 16.4.6 and 16.4.7 shall cease upon the earlier of the effective date of a Faculty member's securing alternative employment or the end of the Faculty member's terminal leave as set out above. To the extent retrenched Faculty accept similar academic employment during their terminal leave, retrenched Faculty agree to provide the University of notice of their acceptance within five (5) business days of formally accepting alternate employment.

16.5 Program Curtailment is defined in Section 2.23 of this Agreement.

16.5.1 In the event of Program Curtailment, Faculty currently employed in the affected program shall be reduced through normal attrition or through appropriate reassignments within the bargaining unit where and when reasonable. The University reserves the right to make temporary appointments of new Faculty in the affected program during the phase-out period to maintain academic continuity.

16.6 Program Curtailment. Program Curtailment may be undertaken if (a) a program fails to meet reasonable expectations for financial viability as set forth in 16.6.1, or (b) the University determines to phase out an academic program as a result of long range institutional planning.

16.6.1 All programs will be reviewed on a rolling three year basis with the first year of review ending May 31, 2019.

16.6.1.1 Every year by April 1<sup>st</sup>, each Dean will prepare a Program Viability Report consisting of, at a minimum, (a) Cost and Revenues Worksheet, and (b) Departmental Data Worksheet. On or by April 1<sup>st</sup>, the Program Viability Report and all supporting data will be shared with Program Faculty who will have the right to submit, within thirty (30) calendar days, an optional explanatory narrative, which will be added to the Program Viability Report and treated as material to the Report and the overall Program Review.

16.6.1.1.1 The University and the RFF shall negotiate in good faith to reach agreement by March 31, 2020 regarding the structure of the Program Viability Report and accompanying narrative, and prior to subsequent alterations to either form. Any delay in reaching agreement shall not delay a review of the year ending May 31, 2019.

16.6.1.2 The Dean and Provost will review the Program Viability Reports and narrative, and will determine which programs, if any, do not meet the minimum standards of financial viability.

After identifying underperforming programs, the Dean and Provost will make the Program Viability Reports and a list of mandatory action steps for improvement available to the academic programs and will meet with the Faculty members of those programs to develop an Improvement Plan, which shall include specific action steps. All Improvement Plans must be approved by the Provost.

16.6.1.3 Any program that fails to reach financial viability on a three-year sliding average, as demonstrated by the Program

Viability Report and narrative, may be subject to curtailment in accordance with Article 16.6.4.

- 16.6.1.4 The Administration agrees to meet with the Federation and affected Faculty members as soon as practicable after determining a program will be curtailed and will provide the Federation with all the data used to make the determination.
- 16.6.2 Prior to retrenchment due to program curtailment, all reasonable reassignment possibilities within the University shall be explored, investigated, and acted upon or ruled out. Retrenchment will occur only if no full course load for which the Faculty member is reasonably deemed qualified to teach is available for the Faculty member to teach within the University. If such reassignment occurs, the Program Viability Report shall be recomputed for the area. If there is not substantial change in the Viability Report indicating that the program could continue, retrenchment may occur in the area until the Viability Report demonstrates the ability of the program to continue in the newer context.
- 16.6.3 The final decision as to whether retrenchment conditions are met under this subsection shall be within the discretion of the Provost. In the case of retrenchment due to program curtailment, the Provost shall provide a written notice of retrenchment to each affected Faculty member within ten (10) days of the final determination. Upon request by any affected Faculty member, the Provost shall meet with the affected Faculty member.
- 16.6.4 In the event the Provost determines that a Program will be curtailed, in accordance with the process set forth in Article 16.6.1, the Provost or designee shall design and initiate a "Teach Out" for the Program, which will span up to three (3) academic years. During the Teach Out, Faculty members in the affected Program shall be reduced through normal attrition or, if and when reasonable, through appropriate reassignments within the bargaining unit. If, after the first year of the Teach Out, no combination of Program courses and reassignment can be made, the position(s) shall be eliminated based on the qualifications and seniority of the Faculty members within the Program. If such reductions are made during the Teach Out, eliminated Faculty shall receive the value of one (1) year of his/her compensation, on a monthly basis until fully paid, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for one (1) year from the date of separation. Faculty members in the affected Program that remain employed by the University throughout the Teach Out shall continue to receive compensation and benefits as stipulated in this Agreement. Upon the conclusion of the Teach Out, any Faculty remaining within the Program shall be retrenched. Salary and benefit continuation provided under this section shall cease in the event a receiving Faculty member secures similar academic employment during the term of the salary and benefit continuation. Such

Faculty members agree to provide the University with notice of their acceptance of such employment within five (5) business days.



**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 and dated by a Federation officer to the appropriate Dean stating the nature of the grievance including the date the alleged violation occurred, 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) business days following the time at which the aggrieved Faculty member could have been reasonably aware of the occurrence of the alleged violation.

17.4.1.2 The Dean, within fifteen (15) business 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 at his/her discretion, another University representative.

17.4.1.3 The Dean shall, within ten (10) business 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) business days of the response to Step One.
- 17.4.2.2 The Provost, within fifteen (15) business 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, an additional University representative.
- 17.4.2.3 The Provost shall, within ten (10) business 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) business 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) business 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 fifteen (15) business 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) business 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 with seven (7) business 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 then 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 and 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 of 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 a single personnel file for each Faculty member under the auspices of the Human Resources Department. The personnel file shall consist of multiple components, which may be stored in separate files. One component of the personnel file that shall be maintained in a physically separate file shall be the "Evaluation File," which shall contain evaluative materials. Only materials contained in the Evaluation File shall be available to review committees, unless other portions of the personnel file are released by mutual agreement of the University and the Faculty member.
- 18.2 Prior to any evaluative material being 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. 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 entire personnel file during normal office hours by appointment or upon two (2) business days' notice. 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 File for duration of employment plus five years. 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.
- 18.9 RFF and University shall meet and confer to develop retention policies for records relating to promotions, changes-in-contract status, and Research Support and Faculty Development applications.

**ARTICLE NINETEEN  
UNIVERSITY GOVERNANCE**

- 19.1 Academic Senate and Committees – As part of their institutional support obligations, full time Faculty will serve on the Academic Senate and formal University committees and/or ad hoc committees, or meet their service obligations in other agreed upon ways in accordance with Article 10.5.
- 19.2 For the duration of this Agreement, 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 the Academic Senate and 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:

Faculty Rank	Floor Salary
Professor	\$65,000
Associate Professor	\$55,000
Assistant Professor	\$47,000
Instructor	\$42,000

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.

20.1.2 The University reserves the right to exceed the posted ranges when negotiating salary with prospective faculty in areas of critical need as agreed with the RFF.

20.2 The base salaries of full-time Faculty for 2019-2020 through 2022-2023 shall be increased as follows:

Year	Raise	Conditional
9/1/2019 - 8/31/2020	4%	
9/1/2020 - 8/31/2021	3.6%	
9/1/2021 - 8/31/2022	3.4%	
9/1/2022 - 8/31/2023	2.6%	

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 salary as shown above or the increase for the promotion added to their current salary. The annual percentage increase will then be applied to this amount.

20.3.1 Increases for promotion in rank:

Promotion	Increase
Instructor to Assistant Professor	\$2,500
Assistant Professor to Associate Professor	\$3,000
Associate Professor to Professor	\$4,000

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

20.4.1 Excluding internships, all Individualized Instruction, Independent Study and Private Instruction approved by the Faculty member's Dean shall be paid at the rate of \$140 per credit with a cap of \$400 total per student, per Individualized Instruction, Independent Study, or Private Instruction, regardless of the number of credits supervised.

20.4.2 Internships shall be compensated as follows:

20.4.2.1 Faculty advising independent internships shall receive a teaching stipend at the rate of \$50 per credit per student, per internship, regardless of the number of credits supervised. All independent internships must be approved by the Faculty member's Dean.

20.4.3 Each contact hour calculated to the nearest tenth of a percent shall be paid at \$1,320.

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

20.4.5 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 1 contact hour during the semester in which the course requiring the involuntary fourth (4<sup>th</sup>) preparation is taught.

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 and Independent Study approved by the Dean shall be paid according to the following schedule:

Years of Service	Pay
0-6 years	\$400
7+ years	\$460

Payments for Private Instruction (music) approved by the Dean shall be paid according to the following schedule:

Years of Service	Pay
0-6 years	\$600
7+ years	\$680

Part-time Faculty shall be paid in full for any student who remains registered for Private instruction thirty-five calendar days after the first day of classes each semester. If a student remains registered for Private instruction for less than thirty-five calendar days but for a sufficient period of time that the University is not obligated to return the entirety of the student's payment related the registration, part-time Faculty shall be paid an amount equal to the amount retained by the University pursuant to the University's refund policy.

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

Years of Service	9/1/2019 - 8/31/2020	9/1/2020 - 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023
0-6 years	\$1,280	\$1,326	\$1,371	\$1,407
7+ years	\$1,320	\$1,368	\$1,415	\$1,452

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 contact hours per credit hour taught without proration. The Dean reserves the right to combine under-enrolled sections of the same course without the permission of the affected Faculty member(s). At the Dean's discretion, part-time Faculty teaching a Music ensemble shall be paid either three (3) contact hours or at the individual private instruction rate per student.
- 20.7 Members of the Faculty working 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
- Vision
- Dental
- Short Term Disability
- Long Term Disability

21.1.1 Senior Lecturers are eligible to participate in the medical and dental plans offered including associated Health Savings Accounts (HSAs) and Flexible Spending Accounts (FSAs) 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 two times 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. Effective January 1, 2020, the University will offer health insurance options comparable to those currently offered to all eligible full-time Faculty and those eligible under the Affordable Care Act (ACA). Any changes that would significantly alter the plans currently offered are subject to negotiation and agreement between the University and the Rindge Faculty Federation.

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

21.4.2 Employees that participate in the qualifying high deductible health insurance plan are eligible to open a Health Savings Account ("HSA"). For each employee that is enrolled in such plan for any year of this Agreement, the University shall make a contribution to the employee's HSA account for the year in which they are enrolled as stipulated in 21.4.2.1.

21.4.2.1 In each year of this Agreement, as permitted by law, the University's HSA contribution shall be \$2,000 for employees with family or two-person coverage, and \$1,000 for employees with single coverage. The University's HSA contribution shall be made in equal installments on a quarterly basis.

21.4.2.2 Employees enrolled in the qualifying high deductible health insurance plan may contribute to their HSA, but not in excess of the amount that would cause the health insurance plan to be subject to the Cadillac Tax after consideration of the total premium cost for the plan and the amount of the University's contribution to the employee's HSA, as stipulated in 21.4.2.1. The Human Resources Department shall annually notify employee's enrolled in the qualifying high deductible health insurance plan of the employee's HSA contribution limit pursuant to this provision.

21.4.2.3 If, in any year of the contract, the combination of total premium cost for the qualifying high deductible health insurance plan and the HSA contribution stipulated in 21.4.2.1 will cause the health insurance plan to be subject to the Cadillac Tax, the University's contribution to the HSA stipulated in 21.4.2.1 will be reduced by the amount necessary to prevent the plan from becoming subject to the Cadillac Tax. In the event such a reduction is necessary, the University will provide affected employees with a wage stipend in an amount equal to the reduction amount.

21.4.3 Employees enrolled in the health insurance plan that does not make them eligible to participate in an HSA may be provided with the opportunity to participate in a medical expense reimbursement account, "Flexible Spending Account" (FSA), which provides for reimbursement of qualifying medical expenses per the provisions of the Internal Revenue Code and the Affordable Care Act

21.4.3.1 Employees enrolled in the qualifying high deductible health insurance plan are not eligible to participate in an FSA.

21.4.4 The University and the RFF recognize that the federal ACA contains provisions that will impose a tax on health insurance benefits that exceed certain parameters defined in the ACA. The University and the RFF mutually agree that they will each benefit from assuring that the health insurance benefits subscribed to do not subject the RFF, any plan administrator, insurer, risk pool or plan participant, that provide or participate in the health insurance benefits, to the so-called "Cadillac Tax". Accordingly, the University and the RFF agree that in the event that the Cadillac Tax cannot be avoided by the procedures stipulated in Sections 21.4.2.2 and 21.4.2.3, they shall follow the procedure described below. The University and the RFF further agree that if any portion of the parties' negotiated health insurance plan will not be in compliance with any provisions of the ACA, as it may be amended, during a current or the following plan year, shall also follow the procedure below:

- a. It is agreed that the University or RFF may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the University or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The University shall assist the RFF in obtaining plan design and pricing information from insurance providers.
- b. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
  1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the arbitrator selection process described in Article 17.8.3.2.
  2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
  3. The University and the RFF shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance and such proposals may include a modification to the plan(s), contributions to the premium, and/or related health costs. The University and the RFF shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
  4. The arbitrator shall be empowered to select either the University's proposal or the RFF's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.
  5. In selecting between the University's and the RFF's proposals, the arbitrator shall consider only the following criteria:

- i. That the modification avoids the application of the Cadillac Tax and to the University or any plan administrator, insurer, risk pool or plan participant, that provides or participates in the health insurance benefits, and/or assures that the plan is legally compliant;
  - ii. That the modification does not increase the employee percentage contribution to health insurance premiums;
  - iii. That the modification does not make material alterations in the scope of coverage. "Material alterations" shall not include changes in office co-pays, deductibles or prescription drug plans.
6. Considering the factors described in paragraphs 5(i)-(iii), the arbitrator shall select, as between the University's and RFF's proposal, the alternative that achieves the necessary result while differing the least from the negotiated health insurance benefit.
7. Nothing herein shall be construed as requiring the University or the RFF to submit any other dispute that may arise between them to interest arbitration.
8. Should this Agreement expire without a successor Agreement approved by the parties, this Article Twenty One, Section 4.4 and the process described herein, shall remain in effect until a successor Agreement is reached.

21.5 Dental Insurance. The University offers dental insurance to all eligible full-time Faculty. Any changes will need to be mutually agreed to by both parties.

21.5.1 The University will contribute 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 provide Short Term Disability (STD) income insurance and the University will be responsible for payment of the premium. The STD insurance, coupled with the University, will provide a benefit equal to the Faculty member's base salary. Following a seven (7) day elimination period at full pay, STD insurance will provide a portion of the Faculty member's base salary and the University will provide the balance for a maximum of 179 calendar days commencing after the start of a non-work related illness or injury while under the immediate care of a physician. Disability certificates provided by the STD insurance carrier and Family Medical Leave (FMLA) forms must be completed and signed by the Faculty member and his/her attending physician and forwarded to Human Resources, who will forward the information to the STD insurance carrier, prior to the approval of payment of benefits.

Maternity Leave will be treated as any other disability under the provision of the STD benefit when the Faculty member is designated as disabled by a physician in accordance with the State and Federal regulations.

21.7 Long Term Disability. The University will provide Long Term Disability (LTD) or income indemnity plan. The cost of LTD insurance will be paid by the University. The plan will provide for replacement income of at least 60% of base salary until the covered Faculty member reached the age of 70. The maximum monthly benefit will not exceed \$10,000.

21.8 Defined-Contribution Plan. The University will participate in a Defined Contribution Plan through TIAA-CREF, which provides pension plans on a voluntary non-contributory basis. The University's contribution will be based on years of completed service:

January 1 <sup>st</sup> of the Year After the Following Years of Completed Service	University Contribution Rate
0 – 3 years	7%
4 – 10 years	8.5%
11 – 20 years	11.25%
21+ years	13.5%

21.8.1 The minimum age for participation is twenty-one (21). There is a one-year waiting period; however, the waiting period will be waived upon proof of prior full-time service at another institution of higher education

21.8.2 The plan provides 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 per semester  
 (b) One private music instruction = 30 hours per semester  
 (c) One individualized instruction (1:1) = 14 hours per semester

21.8.3.2 Eligibility will be determined in January of the prior calendar 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 calendar year.

21.8.4 Faculty members may elect to make tax-deferred contributions to the TIAA/CREF plan. There is no waiting period for participation, but contributions may not start until the first month following one month of employment.

21.9 Tuition. After one (1) year of service, full-time Faculty members qualify for tuition remission for undergraduate programs and courses at the University in the amount of 100% of prevailing tuition for themselves, their spouses, and their children twenty-six (26) years of age or younger, who meet the IRS definition of a dependent, provided they are academically eligible, for as long as the Faculty member remains in service at the University.

Tuition remission is limited to one undergraduate and one graduate degree per eligible Faculty member or dependent.

21.9.1 Additionally, full-time 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 coursework or degree programs in the graduate programs (see DPT and PA below for additional provisions).

21.9.2 As in all cases of awards made under this section, prospective recipients must complete an annual FAFSA form; 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 twenty-six (26) years provided they initiated their studies before the age of twenty-six (26) and provided they remain continuously enrolled.

21.9.4 Eligible 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. The tuition exchange programs cover undergraduate education only.

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 or the Physician Assistant 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 one (1) recipient 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 In the event of the death of a full-time Faculty member who has completed five (5) 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 through completion of the degree.
- 21.9.7 In the event of the retirement of a full-time Faculty member with fifteen (15) or more years of continuous service at the University, and being at least sixty-two (62) years of age, his/her dependents, 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 separation of employment. Faculty members who separate after less than ten (10) years of employment agree to return the regalia or reimburse the University for the cost as determined by the University bookstore.
- 21.11 Cord Wood. Faculty members employed by the University as of August 31, 2019 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 eligible member wishing to harvest Cord Wood must first sign the Liability Waiver (see Appendix G).
  - 21.11.2 Any Faculty eligible member who does not maintain the area and clean up after harvesting the wood will be barred from participating in this benefit going forward.
- 21.12 Section 125 Plan. Faculty members may participate in a Spending Benefit Account, as stipulated at 21.12.1, which will enable pre-Federal withholding tax (FICA) salary reductions to be made from their pay.

21.12.1 A dependent care reimbursement account that provides for reimbursement of qualifying child care expenses per the provisions of the Internal Revenue Code.

21.13 Vision Insurance. The University will make vision insurance available to the full time Faculty with the entire cost of coverage borne by the Faculty member. Insurance will be available for the Faculty member and their eligible family members.

## ARTICLE TWENTY-TWO PERQUISITES

- 22.1 The University 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 members, 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 and email service for 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) contact hours 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 via email and posted on the Human Resources Department web-page. 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 Dean.
- 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 outside of the Rindge Campus but within the University system during the Fall and Spring semester. Exceptions to this schedule may be granted by the Faculty member's Dean.
- 22.17 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 college need to be a part of all planned changes for improvement of working conditions because of the diverse needs from one college 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 Faculty Support offices shall be located, equipped, and staffed to provide proper administrative support for Faculty members within each College. 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 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 Introduction:**

Franklin Pierce University recognizes and reaffirms the traditional academic freedom of the faculty to engage in scholarly activity and to publish freely without restriction. In keeping with this philosophy, the University recognizes that Intellectual Property originated by a faculty member covered by this Agreement shall be the sole and exclusive property of the faculty member, unless this Article Twenty-Seven provides otherwise.

### **27.2 Definitions.**

Terms used herein and not otherwise defined shall have the following meanings:

27.2.1 Inventors - University faculty who have developed Inventions.

27.2.2 Creators - University faculty who have developed Creations.

27.2.3 Originator - An Inventor and/or Creator.

27.2.4 Disclosure - A reporting of an Invention or Creation to the University.

27.2.5 Intellectual Property – Intellectual Property refers to Creations and Inventions.

27.2.6 Official Syllabus - the version of the official syllabus developed for use by the Faculty member in the classroom which is posted or otherwise made available to students and thereafter used by the Faculty member and students in a course.

27.2.7 Instructional Materials - such materials, including 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.

27.2.8 Inventions - All inventions, discoveries, computer programs, software and/or codes, methods, uses, products or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.

27.2.9 Creations – Creations refers to all textbooks, research proposals, official course syllabi developed for use by Faculty in the classroom, original works of art, and Instructional Materials, whether in written or electronic format, and all other Written Creations, Recorded Creations, Arts and Crafts, and Mediated Creations developed by Faculty and used or created for instructional purposes.

27.2.9.1. Written Creations - All academic and/or literary, dramatic, and musical materials or works and all other materials or works including computer programs and software and/or codes, published or unpublished, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.

27.2.9.2 Recorded Creations - All sound, visual, audio-visual, and television films, disks, tapes, software and/or codes, kinescopes or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.

27.2.9.3 Arts and Crafts - Paintings, sculptures, weavings, prints, and other arts and crafts whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.

27.2.9.4 Mediated Creations – Technology-based academic materials developed for live or delayed communication via video, audio, CD-ROM, computer, Internet, or other electronic means now known or hereafter developed, including the software developed to support electronic instructional content for both credit-bearing and non-credit-bearing courses, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.

27.2.10 Specially commissioned - Works that have been specifically requested by the University that are created outside the general scope of the faculty member's duties and which are specifically requested by the University, possibly with payment by the University of additional compensation for the faculty member's creation of the Specially Commissioned Work.

### 27.3 **Sponsored Work:**

For Intellectual Property created with the support of an outside entity such as a grant or contract from a government entity or a grant or contract from a foundation, a non-profit, or from private industry, the rights to such Intellectual Property shall be subject to the terms of the applicable agreement. The University shall enter into agreements regarding ownership of a faculty member's work only with the faculty member's written consent and agreement of the faculty member, which shall be obtained prior to entering into any contract or grant application. The RFF shall be informed of any University requests for such faculty consent and agreement and shall have the right to attend and participate in the development of such agreements, including the provision of legal advice.

#### 27.4 Substantial Use of University Facilities or Funds:

Rights to Intellectual Property involving substantial use of University facilities or funds shall be shared equally by the University and the originating faculty member, provided that such substantial use is specific to the creation. "Substantial use of University facilities or funds" means dedicated and extensive use of University facilities, personnel, and/or other resources. Payment by the University of salary from unrestricted funds and funding through funds established in Articles 9, 10 and 20 of this Agreement shall not constitute substantial use of University funds. Customary and ordinary access to offices, library, lab facilities, computers, networks, and course management systems shall not be deemed substantial use of University facilities. Any claim to ownership by the University in or to Intellectual Property that has been created with substantial use of University facilities or funds must be asserted in writing in advance of the release of funds or provision of access to facilities forming the basis of the University's claim of "substantial use". The University and faculty-member shall enter into a written agreement addressing joint ownership and shared revenue. The RFF shall be informed of any claims by the University and shall have the right to attend and participate in the development of such agreements, including the provision of legal advice. In any such agreement, the University and the faculty member shall each grant the other party a non-exclusive, non-sublicensable, royalty-free license to use the work for educational purposes.

#### 27.5 Specially Commissioned Intellectual Property.

Intellectual Property that is created, made, or invented by a faculty member when specially commissioned by the University, shall be owned equally by the University and Originator, who shall have coextensive rights in and to the Intellectual Property. Any revenue generated directly from the sale, licensure, performance, production or other disposition of the Intellectual Property to individuals or entities outside of the University (by way of example and not limitation, revenue generated from ticket sales to a public showing of a documentary that was produced by a faculty member and was specially commissioned by the University) shall be shared 50/50 between the University and Originator. The parties acknowledge and agree that revenue generated from student tuition payments falls outside of this agreement, shall not be shared and shall remain 100% with the University. Intellectual Property that is created, made, or invented by a faculty member using funds established in Articles 9, 10, or 20 of this Agreement shall not be considered "specially commissioned by the University" for the purposes of this Agreement. The RFF shall be informed of any claims by the University regarding specially commissioned works and shall have the right to attend and participate in the development of any agreements regarding such works, including the provision of legal advice. In any such agreement, the University and the faculty member shall each grant the other party a non-exclusive, non-sublicensable, royalty-free license to use the work for educational purposes.

## 27.6 University Contracts with Third Parties

The University has the right to make provisions for the assignment, licensure, and/or other disposition of Inventions and Creations resulting from University contracts with third parties subject to the applicable faculty member's right to consent and the terms of any written agreement between the University and the faculty member as provided in Section 27.3.

## 27.7. Statement for Inclusion in Research Proposals and Contract/Agreements

The statement (contained in Appendix I) regarding the University's Policy on Patents, Copyrights, & other Intellectual Property shall be included in research proposals and contracts/agreements for the development or creation of Intellectual Property unless an exception to this inclusion requirement has been approved in advance in writing by the Provost.

## 27.8 Disclosure Requirements for University Research Proposals and Contracts/Agreements

The Provost or his/her designee is responsible for insuring that the statement found in Appendix J, or a similar statement the material terms of which are the same, is included on a form submitted with each proposal or contract/agreement for the development or creation of Intellectual Property. The proposal or contract/agreement submittal form should be signed by all faculty who will be participating in the project.

## 27.9 Disclosure of Inventions and Creations<sup>1</sup>

Any Invention(s) and Creation(s) covered by this Agreement shall be disclosed by the Originator(s) in accordance with University procedures to be developed by the University and the RFF and related to the same. The Originator(s) shall work closely with officials of the University and of any organization to whom the University assigns rights to such Inventions and Creations in pursuing the protection of any and all rights in and to the same, including but not limited to applications for patents, registering copyrights, and pursuing licensing.

## 27.10 Assistance for Inventions and Creations in Which the University Claims No Rights

The University, at its discretion and on a case-by-case basis, will provide, upon request, direct institutional support or assistance to secure patent, copyright and trademark registrations and other intellectual property rights and interests to University faculty who have developed Invention(s) or Creation(s) in which the University does not otherwise claim any rights, provided that, in order to receive such assistance, the Originator(s) shall be required to assign certain rights to such inventions and creations to the University pursuant to a mutually

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<sup>1</sup> The definition of "Creations" has been revised to exclude class notes and other items which Douglas Ley requested be deleted.

agreeable assignment, licensing and/or revenue sharing agreement. The RFF shall be informed of any requests by the University to assign certain rights and shall have the right to attend and participate in the development of such agreements, including the provision of legal advice. In any such agreement, the University and the faculty member shall each grant the other party a non-exclusive, non-sublicensable, royalty-free license to use the work for educational purposes.

#### 27.11 Licensing

The University and all faculty members acknowledge and agree that, when Invention(s) or Creation(s) are created in the course of sponsored research, the sponsor shall normally receive an option to acquire a limited-term, royalty-bearing, non-sublicensable, exclusive license to such Inventions or Creations. Exclusive licenses may also be granted where industrially sponsored research and development may result in reduction-to-practice of previously conceived inventions in which the University has acquired rights, including those resulting from federally sponsored research.

#### 27.12 Publicity

The name of the University or reference to the University shall not be used in any form of publicity related to the Intellectual Property covered under this Article Twenty-Seven without prior written approval from the University.

#### 27.13 Waiver or Release of University's Rights

The University, at its sole discretion, may elect to waive any claim of ownership under this Article, but such waiver shall not compromise or waive any other rights under this Agreement and/or in and to any other Inventions or Creations. If the University asserts a claim of ownership in an Invention or Creation, but elects not to seek a patent or copyright or otherwise pursue commercial development (which determination shall be made solely by the University) for an Invention or Creation to which it has rights or has been assigned rights, it will assign its rights to such Invention or Creation back to the Originator.

**ARTICLE TWENTY-EIGHT  
SEPARATION PROCEDURES**

- 28.1 All Faculty members separating from the University will participate in the Exit Interview process with Human Resources. This Exit Interview will be arranged by the applicable Dean's office. This will include, but is not limited to: returning keys and other University property, ID cards, outstanding Library materials, reimbursements due, final payroll checks, change of address, and discuss benefits/COBRA options.
- 28.1.1 Faculty members who have left the University but would like access to their former office to retrieve personal items, must check in with Human Resources or Campus Safety to secure access.
- 28.1.2 In the interest of programmatic continuity, Faculty members should provide a written notice of intent to leave the University (e.g., resignation, retirement) not less than thirty (30) days' prior to their departure.

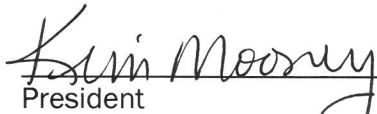


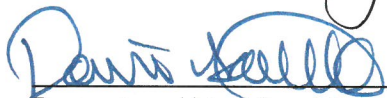
**ARTICLE TWENTY-NINE  
DURATION AND RENEWAL**

29.1 This Agreement, established at Rindge on September 1, 2019, shall continue in full force and effect until midnight August 31, 2023, 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, 2023 shall result in the immediate implementation and authority of that Agreement on September 1, 2023 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 17 day of Sept, 2019

FRANKLIN PIERCE UNIVERSITY  
By:

  
\_\_\_\_\_  
President

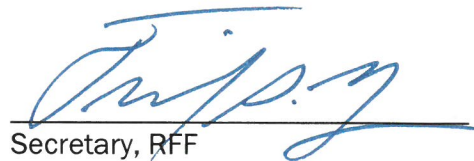
  
\_\_\_\_\_  
Provost and Vice President  
for Academic Affairs

  
\_\_\_\_\_  
Vice President for Finance  
and Administration

RINDGE FACULTY FEDERATION  
By:

  
\_\_\_\_\_  
President, RFF

  
\_\_\_\_\_  
Vice President, RFF

  
\_\_\_\_\_  
Secretary, RFF

  
\_\_\_\_\_  
At-Large Member, 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 except between the dates of September 1 and September 15 of each calendar year.

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 received by the University between September 1 and September 15 of a calendar year. 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 to the Treasurer of the Federation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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 except between the dates of September 1 and September 15 of each calendar year.

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 received by the University between September 1 and September 15 of a calendar year.. 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 to the Treasurer of the Federation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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**  
**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 ten days of your first semester (Fall or Spring). 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 Article 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, Article 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) 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 D. The Human Resources Department will issue these forms, a copy of this Agreement, and a copy of the letter shown in Appendix D to all new Faculty members covered by this Agreement together with other pertinent material regarding their employment at the University. Appendices A, B, C, and D will be enclosed with the offer of employment contract. The Federation shall also be afforded a 45-minute, independent meeting time with all new Faculty at one agreed-upon time and location as part of their Orientation day.

4.2.1 The Human Resources Department shall provide the Federation on the eighth (8<sup>th</sup>) 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 Article 4.3.2. Such Federation dues and agency fee deductions shall be remitted, together with the reports specified in Article 4.2.1, to the Federation no later than the eighth (8<sup>th</sup>) day of the month following that in which deductions are made. Signed Authorization Forms shall be kept on file in the Human Resources Department and may be changed only between Sept. 1 and Sept. 15 of each year by written letter from a Faculty member covered by this Agreement to the Human Resources Department. Copies of all previously filed forms shall be provided to the Federation no later than thirty (30) calendar days after implementation of this Agreement. The Human Resources Department shall notify and copy the Federation within fifteen (15) calendar days of any new or revised Dues, Agency Fee, or Scholarship Fund Contribution Authorization forms. Should there be any dispute between an employee and

the RFF over the matter of deductions, the RFF agrees to defend, indemnify, and hold harmless the University in any such dispute.

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 gross earnings are less than the equivalent of the dollar value of three (3) contact hours 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 Article. The Federation shall hold the University harmless for unintentional violation to this Article 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 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 Article 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 Articles 4.4.1. 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 within ten (10) calendar days of the start of Fall or Spring classes, the University shall notify the Federation and provide the Federation with all valid contact information. 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 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 the President of the Federation, within fifteen (15) calendar days of the date of the written notification, and to make the payment specified in Article 4.3.1. Failure or refusal to submit an Authorization Form within the specified time allotted shall result in immediate termination as specified in Article 4.4.

The University shall provide the Federation with a copy of said termination.

- 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.



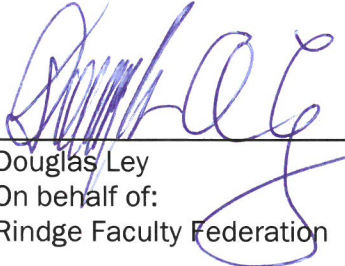
**APPENDIX E**  
**SALARIES**

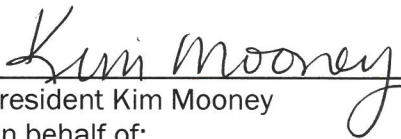
JobTitle	Current Salary AY 18/19	AY 19/20 4%	AY 20/21 3.6%	AY 21/22 3.4%	AY 22/23 2.6%
Professor	\$ 96,273.00	\$ 100,123.92	\$ 103,728.38	\$ 107,255.15	\$ 110,043.78
Professor	\$ 80,372.04	\$ 83,586.92	\$ 86,596.05	\$ 89,540.32	\$ 91,868.36
Professor	\$ 79,713.12	\$ 82,901.64	\$ 85,886.10	\$ 88,806.23	\$ 91,115.19
Professor	\$ 77,365.44	\$ 80,460.06	\$ 83,356.62	\$ 86,190.74	\$ 88,431.70
Professor	\$ 74,921.52	\$ 77,918.38	\$ 80,723.44	\$ 83,468.04	\$ 85,638.21
Professor	\$ 74,752.32	\$ 77,742.41	\$ 80,541.14	\$ 83,279.54	\$ 85,444.81
Professor	\$ 74,466.60	\$ 77,445.26	\$ 80,233.29	\$ 82,961.23	\$ 85,118.22
Professor	\$ 74,368.80	\$ 77,343.55	\$ 80,127.92	\$ 82,852.27	\$ 85,006.43
Professor	\$ 74,368.80	\$ 77,343.55	\$ 80,127.92	\$ 82,852.27	\$ 85,006.43
Professor	\$ 74,368.80	\$ 77,343.55	\$ 80,127.92	\$ 82,852.27	\$ 85,006.43
Professor	\$ 74,363.64	\$ 77,338.19	\$ 80,122.36	\$ 82,846.52	\$ 85,000.53
Professor	\$ 73,565.04	\$ 76,507.64	\$ 79,261.92	\$ 81,956.82	\$ 84,087.70
Professor	\$ 73,565.04	\$ 76,507.64	\$ 79,261.92	\$ 81,956.82	\$ 84,087.70
Professor	\$ 72,122.40	\$ 75,007.30	\$ 77,707.56	\$ 80,349.62	\$ 82,438.71
Professor	\$ 72,122.40	\$ 75,007.30	\$ 77,707.56	\$ 80,349.62	\$ 82,438.71
Professor	\$ 66,964.80	\$ 69,643.39	\$ 72,150.55	\$ 74,603.67	\$ 76,543.37
Professor	\$ 66,964.68	\$ 69,643.27	\$ 72,150.42	\$ 74,603.54	\$ 76,543.23
Professor	\$ 65,975.04	\$ 68,614.04	\$ 71,084.15	\$ 73,501.01	\$ 75,412.03
Professor	\$ 65,026.72	\$ 67,627.79	\$ 70,062.39	\$ 72,444.51	\$ 74,328.07
Associate Professor	\$ 73,583.28	\$ 76,526.61	\$ 79,281.57	\$ 81,977.14	\$ 84,108.55
Associate Professor	\$ 70,017.72	\$ 72,818.43	\$ 75,439.89	\$ 78,004.85	\$ 80,032.97
Associate Professor	\$ 65,730.12	\$ 68,359.32	\$ 70,820.26	\$ 73,228.15	\$ 75,132.08
Associate Professor	\$ 64,111.20	\$ 66,675.65	\$ 69,075.97	\$ 71,424.55	\$ 73,281.59
Associate Professor	\$ 64,111.08	\$ 66,675.52	\$ 69,075.84	\$ 71,424.42	\$ 73,281.46
Associate Professor	\$ 64,111.08	\$ 66,675.52	\$ 69,075.84	\$ 71,424.42	\$ 73,281.46
Associate Professor	\$ 62,843.76	\$ 65,357.51	\$ 67,710.38	\$ 70,012.53	\$ 71,832.86
Associate Professor	\$ 62,247.36	\$ 64,737.25	\$ 67,067.80	\$ 69,348.10	\$ 71,151.15
Associate Professor	\$ 62,247.36	\$ 64,737.25	\$ 67,067.80	\$ 69,348.10	\$ 71,151.15
Associate Professor	\$ 62,247.36	\$ 64,737.25	\$ 67,067.80	\$ 69,348.10	\$ 71,151.15
Associate Professor	\$ 62,247.36	\$ 64,737.25	\$ 67,067.80	\$ 69,348.10	\$ 71,151.15
Associate Professor	\$ 62,247.36	\$ 64,737.25	\$ 67,067.80	\$ 69,348.10	\$ 71,151.15
Associate Professor	\$ 62,247.24	\$ 64,737.13	\$ 67,067.67	\$ 69,347.97	\$ 71,151.01
Associate Professor	\$ 61,026.72	\$ 63,467.79	\$ 65,752.63	\$ 67,988.22	\$ 69,755.91
Associate Professor	\$ 59,829.96	\$ 62,223.16	\$ 64,463.19	\$ 66,654.94	\$ 68,387.97
Associate Professor	\$ 58,087.44	\$ 60,410.94	\$ 62,585.73	\$ 64,713.65	\$ 66,396.20
Associate Professor	\$ 57,858.12	\$ 60,172.44	\$ 62,338.65	\$ 64,458.17	\$ 66,134.08
Associate Professor	\$ 57,512.28	\$ 59,812.77	\$ 61,966.03	\$ 64,072.88	\$ 65,738.77
Associate Professor	\$ 56,303.16	\$ 58,555.29	\$ 60,663.28	\$ 62,725.83	\$ 64,356.70
Associate Professor	\$ 55,000.00	\$ 57,200.00	\$ 59,259.20	\$ 61,274.01	\$ 62,867.14
Assistant Professor	\$ 64,959.96	\$ 67,558.36	\$ 69,990.46	\$ 72,370.13	\$ 74,251.76
Assistant Professor	\$ 58,742.16	\$ 61,091.85	\$ 63,291.15	\$ 65,443.05	\$ 67,144.57
Assistant Professor	\$ 57,981.84	\$ 60,301.11	\$ 62,471.95	\$ 64,596.00	\$ 66,275.50
Assistant Professor	\$ 57,407.76	\$ 59,704.07	\$ 61,853.42	\$ 63,956.43	\$ 65,619.30
Assistant Professor	\$ 55,478.76	\$ 57,697.91	\$ 59,775.04	\$ 61,807.39	\$ 63,414.38
Assistant Professor	\$ 55,478.76	\$ 57,697.91	\$ 59,775.04	\$ 61,807.39	\$ 63,414.38
Assistant Professor	\$ 55,478.76	\$ 57,697.91	\$ 59,775.04	\$ 61,807.39	\$ 63,414.38
Assistant Professor	\$ 54,810.00	\$ 57,002.40	\$ 59,054.49	\$ 61,062.34	\$ 62,649.96
Assistant Professor	\$ 54,000.00	\$ 56,160.00	\$ 58,181.76	\$ 60,159.94	\$ 61,724.10
Assistant Professor	\$ 54,000.00	\$ 56,160.00	\$ 58,181.76	\$ 60,159.94	\$ 61,724.10
Assistant Professor	\$ 54,000.00	\$ 56,160.00	\$ 58,181.76	\$ 60,159.94	\$ 61,724.10
Assistant Professor	\$ 54,000.00	\$ 56,160.00	\$ 58,181.76	\$ 60,159.94	\$ 61,724.10
Assistant Professor	\$ 54,000.00	\$ 56,160.00	\$ 58,181.76	\$ 60,159.94	\$ 61,724.10
Assistant Professor	\$ 54,000.00	\$ 56,160.00	\$ 58,181.76	\$ 60,159.94	\$ 61,724.10
Assistant Professor	\$ 53,329.68	\$ 55,462.87	\$ 57,459.53	\$ 59,413.15	\$ 60,957.90
Assistant Professor	\$ 53,303.16	\$ 55,435.29	\$ 57,430.96	\$ 59,383.61	\$ 60,927.58
Assistant Professor	\$ 53,303.04	\$ 55,435.16	\$ 57,430.83	\$ 59,383.48	\$ 60,927.45
Assistant Professor	\$ 53,193.12	\$ 55,320.84	\$ 57,312.40	\$ 59,261.02	\$ 60,801.80
Assistant Professor	\$ 52,780.08	\$ 54,891.28	\$ 56,867.37	\$ 58,800.86	\$ 60,329.68
Assistant Professor	\$ 51,000.00	\$ 53,040.00	\$ 54,949.44	\$ 56,817.72	\$ 58,294.98
Assistant Professor	\$ 49,048.44	\$ 51,010.38	\$ 52,846.75	\$ 54,643.54	\$ 56,064.27
Assistant Professor	\$ 49,000.00	\$ 50,960.00	\$ 52,794.56	\$ 54,589.58	\$ 56,008.90

**APPENDIX F**  
**MOU ON GRADUATE COURSES OFFERED ON THE RINDGE CAMPUS**

The University agrees that if during the term of the 2019-2023 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 2019-2023 CBA will not be used to reduce, eliminate, or consolidate full-time Faculty members who were employed in the bargaining unit through August 31, 2023.

  
\_\_\_\_\_  
Douglas Ley  
On behalf of:  
Rindge Faculty Federation

  
\_\_\_\_\_  
President Kim Mooney  
On behalf of:  
Franklin Pierce University

Dated: 9/17/19

Dated: Sept 17, 2019

**APPENDIX G  
FRANKLIN PIERCE UNIVERSITY  
CORD WOOD BENEFIT LIABILITY WAIVER**

Franklin Pierce University offers eligible 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 H

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between Franklin Pierce University (the “University” or “FPU”) and the Rindge Faculty Federation (the “Federation” or “RFF”) collectively referred to as “Parties.”

#### Part I: Introduction

On occasion, the University will have opportunities to partner with outside agencies or institutions involved in preparatory instruction for college-bound students. Students enrolled in these programs will not be matriculated at FPU, but may apply for admission upon successful completion of the program. In these programs, instructors associated with the external agency will instruct students enrolled in courses included in the external program. These instructors will be contracted to the external agency and may be bound by the terms of individual contracts with the external agency, unless otherwise stipulated in the agreement between the University and the external agency. Rindge faculty will teach courses listed in the FPU undergraduate curriculum that may be offered to students enrolled in the external agency’s program.

#### Part II: Items of Understanding

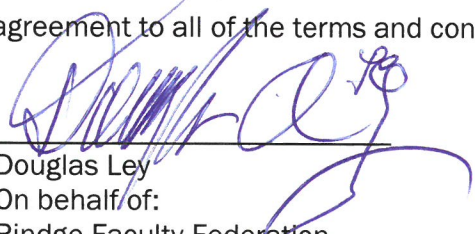
1. External agency instructors will teach only courses original to the external agency’s program.
2. External agency instructors will not teach courses identified now or in the future as part of the FPU curriculum.
3. Students matriculated at FPU after completing the external agency’s program will receive all instruction through faculty members directly employed by FPU.
4. Should courses in the external agency’s curriculum be transferrable to FPU, the Dean, in collaboration with the Registrar, will determine in advance of instituting the program the number and types of credits to be transferred to FPU. These courses will appear automatically on an FPU transcript.
5. Should courses in the external agency’s curriculum include FPU courses, the numbers and types of courses will be determined by the Dean in collaboration with the appropriate Dean.
6. If students bridge successfully and become matriculated at FPU, they will no longer take courses offered by the external agency unless by special agreement and in consultation with the RFF.
7. While participating in an external agency program, international students may take courses in the FPU curriculum as approved in the contractual agreement between the external agency and FPU.
8. Rindge faculty who teach FPU courses within an external agency’s program will be remunerated above and beyond contractually-mandated pay for the additional services required by a second-language population. RFF representation shall meet with representatives of the University to establish appropriate remuneration dependent upon the abilities of the students enrolled.

- a. Because additional compensation for Rindge faculty teaching in English-acquiring programs will be awarded due to the extra care to be taken with second-language students, Rindge faculty teaching in the program will be subject to evaluation of their effectiveness with students through a method determined by the Dean of the College. FPU may provide aggregated evaluation information to the external agency, but will assure that there is no direct correlation between individual faculty performance and evaluation information provided.
- b. Faculty teaching second-language students in the external agency program will be selected by the Dean based on their qualifications and their history and success in teaching second-language students. Qualifications/standards will be made public in advance, so as to mesh with CBA guidelines.


This non-precedential agreement shall be valid and run concurrent with the with collective bargaining agreement, as stipulated in Article Twenty-Nine (Duration and Renewal).

By signing below, the Parties witness their agreement to all of the terms and conditions of this Memorandum of Understanding.

Dated: 9/17/19

  
\_\_\_\_\_  
Douglas Ley  
On behalf of:  
Rindge Faculty Federation

Dated: Sept 17, 2019

  
\_\_\_\_\_  
President Kim Mooney  
On behalf of:  
Franklin Pierce University

## APPENDIX I

### FRANKLIN PIERCE UNIVERSITY POLICY ON PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY

#### I. Publications

The University's research activities are an integral part of the total educational program, and much of it forms the basis for articles in professional Journals, seminar reports, presentations at professional society meetings, and student dissertations and theses.

To fulfill the University's obligations as a publicly-aided educational institution, University research should serve a public rather than a private purpose, and the results should be disseminated on a non-discriminatory basis. The University encourages studies whose results can be freely published.

The University recognizes that the legitimate proprietary concerns of private research sponsors and the effective commercialization of research outcomes may require limited delays in publication. Where appropriate, publications can be deferred for a negotiated period of time in order to protect patent rights. Similarly, on those occasions where the University has accepted a sponsor's proprietary information as necessary background data for a research project, the sponsor may review proposed publications in order to identify any inadvertent disclosure of those specific data.

#### II. Patents and Copyrights

The University's policy with regard to Inventions and Creations resulting from research reflects the view that a university by its nature has an obligation to serve the public interest by ensuring that Inventions and other intellectual property are developed to the point of maximum utilization and availability to the public. The University, therefore, has the goal of licensing Inventions and Creations in ways that support the public interest, and does so under an active Inventions/Creations management program. The University and an Originator of an Invention/Creation may share in the proceeds of certain royalty-bearing licenses related to such Invention(s)/Creation(s) pursuant to a mutually agreeable revenue sharing agreement that may be entered into pursuant to the terms of an applicable collective bargaining agreement.

#### III. Use of Names

Research sponsors may not use the University's name in advertising or other product promotion activities without the University's prior written approval. Similarly, the University will not use the name of the sponsor in publicity releases without the sponsor's approval.

## **APPENDIX J**

### **STATEMENT FOR INCLUSION ON PROPOSAL OR CONTRACT/AGREEMENT SUBMITTAL FORM**

It is understood that all right, title, and interest in and to discoveries, inventions, creations, and other intellectual property made or conceived in performance of work on this project will be subject to the terms of Article 27 of the Collective Bargaining Agreement between FPU and the RFF or any protocols governing faculty not covered by such Collective Bargaining Agreement. University policies and procedures are designed to assure that interests of the Inventor and/or Creator, the University, and the sponsor are taken into consideration; and the Principal Investigator(s) will furnish prompt and full disclosure of Inventions and/or Creations made during performance of this project to the Office of the Provost.

NOTE: The above statement is to be incorporated into each proposal or contract/agreement submittal form that is transmitted to the Provost or his/her designee. This statement should be signed by all Faculty members who will be participating in the project.



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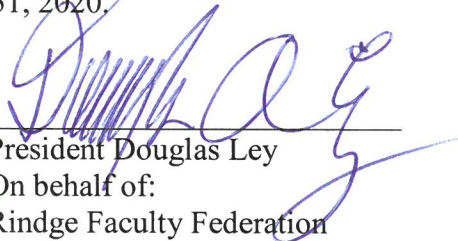
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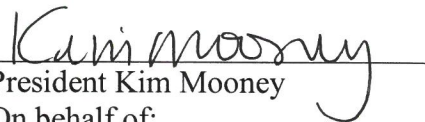
**Memorandum of Understanding: College Coordinator Teaching Load**

The Rindge Faculty Federation (“Federation”) and Franklin Pierce University (“University”) are parties to a collective bargaining agreement, effective between September 1, 2016 and August 31, 2019. The Parties have negotiated and ratified a successor collective bargaining agreement that will go into effect on September 1, 2019 (“2019 CBA”).

As defined in Article 2.6 of the 2019 CBA, the University intends to establish a College Coordinator position, which is excluded from the bargaining unit by agreement as outlined in Article 1.1. The Parties wish to clarify their intentions regarding the acceptable teaching load for College Coordinators for the 2019-2020 academic year. Accordingly, the Parties agree that College Coordinators may teach up to twelve (12) contact hours total for the 2019-2020 academic year.

This Memorandum of Understanding shall remain in effect between September 1, 2019 and August 31, 2020.

  
\_\_\_\_\_  
President Douglas Ley  
On behalf of:  
Rindge Faculty Federation

  
\_\_\_\_\_  
President Kim Mooney  
On behalf of:  
Franklin Pierce University

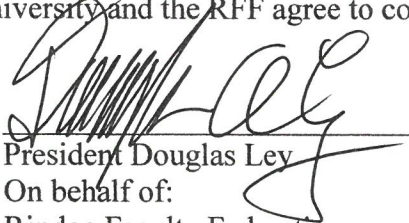
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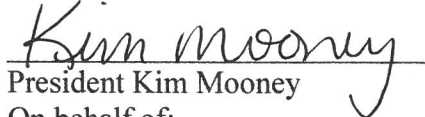
Dated: Sept 17, 2019

**Memorandum of Understanding: Program Coordinator Stipend**

Franklin Pierce University ("University") agrees, during the 2019-2020 academic year, to establish a committee to review the process for determining program coordinator stipends.

The Committee shall consist of a dean, a member of the Faculty Affairs Committee, and a representative of the Rindge Faculty Federation ("Federation"). The University shall have the discretion to select the members of the committee, with the exception of the Federation representative who shall be appointed by the Federation. The Committee shall prepare a proposal regarding program coordinator stipends, which shall be submitted to the University. The University and the RFF agree to consider, in good faith, the Committee's proposal.

  
\_\_\_\_\_  
President Douglas Ley  
On behalf of:  
Rindge Faculty Federation

  
\_\_\_\_\_  
President Kim Mooney  
On behalf of:  
Franklin Pierce University

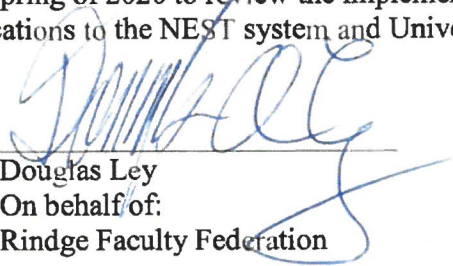
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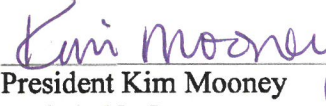
Dated: Sept 17, 2019

**Advising Work Load Sidebar**

In the Fall of 2018, the University implemented NEST. The RFF has raised concerns related to the impact of NEST on its members' advising work load and on the evaluation of the members' advising. The NEST system allows the University to gather data related to such potential impacts.

The University agrees to provide training on the NEST system during its Fall 2019 Faculty workshops. The University will refrain from evaluating and measuring faculty usage of the Nest until completion of this training. The University further agrees to meet and confer with the RFF in the Spring of 2020 to review the implementation of NEST and to discuss potential modifications to the NEST system and University monitoring of faculty involvement with the system.

  
\_\_\_\_\_  
Douglas Ley  
On behalf of:  
Rindge Faculty Federation

  
\_\_\_\_\_  
President Kim Mooney  
On behalf of:  
Franklin Pierce University

Dated: 9/17/19

Dated: Sept 17, 2019

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Franklin Pierce University and the Rindge Faculty Federation**

Franklin Pierce University (University) and the Rindge Faculty Federation (RFF) hereby agree to the following as modifications to the existing collective bargaining agreement between the University and the RFF:

1. Effective as of March 29, 2020, RFF agrees to plans outlined initially in the President's communication of March 12, 2020 and updated to extend emergency online instruction for the remainder of the Spring 2020 semester:

*"Effective Monday, March 23, all in-person classes on the Rindge campus are suspended and will transition to online instruction effective Monday, March 30.*

*• Effective Monday, March 30, all in-person classes on the Rindge campus will move to online instruction until at least April 6."*

-Office of the President: "Important update from President on Coronavirus response" to FPU community, March 12, 2020, 12.30pm.

-President Mooney via video on Wednesday, March 25, 2020:10:46am:

[https://youtu.be/gT4U\\_I0jXg](https://youtu.be/gT4U_I0jXg).

2. The deadline for agreement on viability reports as stated in Article 16.6.1.1.1 of the collective bargaining agreement is hereby changed from March 31, 2020 to May 31, 2020.

3. For members of the bargaining unit who during this emergency engage in online instruction, content created by said members shall remain their property as per Article 27 of the collective bargaining agreement and may only be used in future by the University with the explicit permission of the creators of the content. Furthermore, no member of the bargaining unit who engages in online instruction for the duration of the COVID-19 emergency shall have the quality of their instruction evaluated in any way. Due to the emergency nature of this transition, the University shall not utilize any information from this emergency to change any current or future rank or contractual status for any faculty member.

4. Due to the disruptions in teaching caused by the COVID-19 emergency, any student evaluations of faculty conducted in the Spring 2020 semester shall be provided only to faculty and shall not be retained in any manner by the University nor be used in evaluation of faculty. RFF acknowledges the University statement to maintain: "ongoing work and efforts to maintain course continuity for our students as we make our way through these uncharted waters."<sup>1</sup> RFF also agrees to the University's statement: "exactly how each faculty member delivers his or her course online will vary from one course to the next."<sup>2</sup>

---

<sup>1</sup> Executive Dean for Assessment and Academic Affairs email to faculty: "TODAY'S WORKSHOPS"; Thursday, 3/26/2020: 9:56 AM.

<sup>2</sup> CLASS Dean Matthew Konieczka, email to CLASS faculty: "Follow up to President Mooney's message regarding online instruction," Wednesday, March 25, 2020, 2.09 AM.

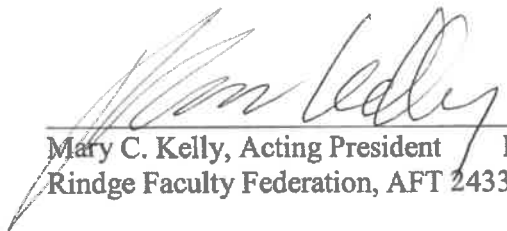


5. The emergency transition to online teaching and the shutdown of the Rindge campus have imposed a massive and widespread disruption to established work patterns and practices, spanning teaching, advising, service, and professional development. Therefore, no Annual Reports (CBA Article 13.2) shall be required of bargaining unit members in the 2019-2020 contract year.

Should the transition to online instruction continue beyond May 31, 2020, the University and RFF shall negotiate a further MOU prior to that date. Failure to do so will restore all existing (pre-March 12, 2020), CBA provisions.

Agreed to and signed:

 3/31/20  
David Starrett, Provost      Date  
Franklin Pierce University

 3/31/2020  
Mary C. Kelly, Acting President      Date  
Rindge Faculty Federation, AFT 2433

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Franklin Pierce University and the Rindge Faculty Federation**  
**Local 2433, AFT, AFL-CIO.**

This Memorandum of Agreement is entered into between Franklin Pierce University (“the University”) and the Rindge Faculty Federation (“the Union”), herein collectively referred to as “the parties.”

The parties acknowledge and agree that the COVID-19 pandemic emergency and the subsequent decisions to end student residency and all direct instruction on the Rindge campus have created a serious and unexpected financial shortfall for the University.

To aid the University during the 2019-2020 fiscal year, the membership of the Union agree to the following alterations in the terms of the collective bargaining agreement (CBA) between the University and the Union:

1. The University will not make the April 2020 and May 2020 payments into the Defined Contribution Plan as outlined in Article 21.8 of said CBA. The resultant savings shall be utilized by the University to reduce the fiscal deficit for the 2019-2020 fiscal year.


2. No further 2019-2020 fiscal year funding shall be allocated from the Dean’s Fund (Article 9.2), Faculty Development Fund (Article 9.3), Tuition Fund (Article 9.4) and the Research Support Fund (Article 9.5).

Bargaining unit members with unreimbursed expenditure of already allocated monies from these funds must utilize the *Professional Development Funds Reimbursement Form* and submit copies of receipts via email to Joleen Little ([Littlej@franklinpierce.edu](mailto:Littlej@franklinpierce.edu)). Copies may be scanned or photographed but must be a legible copy. All forms and receipts must be received by Joleen Little no later than 430pm, Monday, May 4, 2020 or seven calendar days after release of the *Reimbursement Form*, whichever is later.

These financial concessions are made freely and voluntarily by the members of the Rindge Faculty Federation and expire at the start the University’s next fiscal year (June 1, 2020).

A joint announcement of these concessions shall be issued by the University and the Union following immediately upon signing of this Agreement.

  
\_\_\_\_\_  
Mary C. Kelly                      DATE  
President  
Rindge Faculty Federation

  
\_\_\_\_\_  
David Starrett                      DATE  
Provost  
Franklin Pierce University



**MEMORANDUM OF AGREEMENT BETWEEN**


**Franklin Pierce University  
&  
Rindge Faculty Federation, AFT Local 2433**

1. Franklin Pierce University agrees to pay to the Rindge Faculty Federation the sum of \$1,530, the equivalent of payment for one contact hour, in compensation for allowing an adjunct to exceed by one contact hour the contractual limit of six contact hours (Article 2.2). This sum shall be paid by check, received by the Rindge Faculty Federation no later than August 1, 2020.

2. Franklin Pierce University and the Rindge Faculty Federation agree to the following amendment of existing language in Article 2.7:

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. Student teaching seminars shall be credited as one (1) contact hour, and the supervision of elementary, secondary, or special education student teachers shall also be credited as equivalent to one (1) contact hour.

Agreed:

  
\_\_\_\_\_  
Mary C. Kelly, President                      Date  
Rindge Faculty Federation

  
\_\_\_\_\_  
David Starrett, Provost                      Date  
Franklin Pierce University

## **Memorandum of Agreement between Franklin Pierce University and the Rindge Faculty Federation**

This Memorandum of Agreement between Franklin Pierce University and the Rindge Faculty Federation (AFT#2433) establishes certain working conditions for the 2020-2021 contract year, subject to possible modification as noted below. This Agreement is a response to conditions imposed by the COVID-19 pandemic.

### **A. Working Conditions:**

1. Classrooms and learning spaces where face-to-face (F2F) learning is scheduled shall be set up so as to ensure social distancing (at least 6 ft.). Unnecessary furniture shall be removed, and seat placement will be indicated with clearly visible tape, floor markers, and signage showing capacity limits.
  - a. Capacities representing appropriate social distancing have been determined for all classrooms including non-standard classrooms used for teaching purposes in the fall semester.
  - b. The University shall invest in outside tents or make provision for faculty to teach outdoors, allowing for requisite social distancing and equipped with all necessary technology. Two tents will be available for use. The University will continue to seek additional tents for use as outdoor classroom space. Assignments of a classroom to a tent will be done by the Provost in consultation with the respective college dean. Priority will be given to Biology and Chemistry Lab courses as well as Art studio courses. Courses taught in the tents may not be amenable to delivery through synchronous remote means; instructors will record courses for later viewing by students missing a class session.
2. For classes with enrollment exceeding the capacity of any available room, faculty and the appropriate Dean shall work with students to determine how to reduce class size to stay within enrollment capacity (e.g. rotate which students attend F2F on a given day, having some students move to remote for the semester, etc.) If the class cannot be brought down to the necessary enrollment capacity, the faculty member will be given the opportunity to teach entirely remote or teach from a clean and empty room space set up with relevant technology. Such faculty must be informed of their status no later than August 13, 2020 and shall submit their preferred teaching method to the Dean no later than August 17, 2020.
3. As a general matter of adaptation to a physically-distanced campus, public health imperatives, immunocompromised students and instructors, illnesses and quarantines, remote teaching and learning will be available in all classes when determined to be necessary and appropriate by the University. Any faculty member desiring to teach

entirely remotely may submit an initial request to do so by August 17, 2020. The request shall be accompanied by the faculty member's reason for requesting remote teaching. If the request is based on a medical condition of the faculty member or someone with whom the faculty member resides or who the faculty member is a primary caregiver, the request shall be supplemented as soon as possible by a note from the affected person's health care provider explaining why teaching in a F2F environment would constitute a health risk. Such requests will be made to HR through a form that will be provided. The University shall give first consideration to faculty eligible for consideration under the Americans with Disabilities Act (ADA), applicable federal leave laws, and the CBA. Faculty members whose request for remote instruction that is not covered by the ADA, leave laws, or CBA will be provided the opportunity to explain why they prefer remote instruction. Such requests will be made to the Provost. No request will be unreasonably denied. On or before August 20, 2020, the University shall notify the campus community of the potential need to transition to remote instruction if recommended by public health officials. The University shall provide written notice to students that the posting of FPU course content on social media platforms without the written authorization of the affected faculty member is prohibited and considered a violation of the Student Code of Conduct, Article III, (Proscribed Conduct), Section B (1), (9), (18) and (21). Students who violate this prohibition will be disciplined in accordance with the Code of Conduct and other applicable University policies.

4. The University will provide RFF as soon as possible with detailed plans covering all health and safety protocols, including but not limited to cleaning and sanitizing learning spaces, mask policy, and appropriate PPE for faculty, staff and students, social distancing protocols in all areas of campus, quarantine plans, testing and tracing arrangements, and metrics/thresholds which will trigger a shift to 100% remote instruction. Such plans must clearly outline who is responsible for enforcement of policies and the disciplinary consequences, if appropriate. A newly developed FAQ and checklist will be made available to faculty by August 14, 2020.
5. Every class, regardless of extent of face-to-face interaction possible, will have a consistent presence through Canvas. Faculty compliance with FPU consistency standards for this presence requires:
  - a. Use of Canvas syllabus, gradebook, assignments, and announcements, Campusweb, Zoom, and FPU Outlook email. Beyond these platforms, faculty may avail of additional digital-literacy tools at their discretion.
  - b. Faculty may choose from several Canvas templates which follow the accessibility requirements of universal design, provided by the university. Should faculty create their own template, they should follow the accessibility requirements of universal design as provided by the university in compliance with Intellectual Property provisions in CBA Article 27 and terms of this MOA. Any additional

work beyond current normal practices necessitated by accessibility requirements shall be carried out by University staff or by faculty who will be paid a stipend to be negotiated with the RFF.

- c. Faculty must include within an introduction to each course the FPU template that explains how to navigate the Canvas site as well as the other changes associated with learning in the COVID environment. The University will provide standardized language for such an introduction which faculty may choose to utilize.
  - d. Faculty shall not be required to teach the same material multiple times in a single course (i.e., F2F and online versions of same class). If such arrangements are requested by the University, RFF shall be notified by the University of the specifics of the case, and the affected faculty member must agree to the request and shall be paid at the appropriate prorated rate of an overload course.
6. All courses should be designed from the outset to accommodate the possibility of a sudden change to online learning. Syllabi should be designed to facilitate ready conversion to a 100% online format.
  7. Many lab and studio courses, in which social distancing is very difficult, will require full Personal Protection Equipment, including masks, gloves and gowns. The University shall provide the RFF with the relevant protocols no later than August 14, 2020 for review and approval. Appropriate HEPA filters will be installed in lab and studio classrooms where possible. Faculty in these courses are encouraged to take periodic breaks outside of the building to allow air to clear.
  8. Wherever possible, physical computer labs will be replaced by virtual labs. Cleaning of physical computer lab spaces shall be the responsibility of the University and not bargaining unit members unless negotiated and agreed to by the RFF and the affected members. All relevant plans and procedures must be included in the health and safety protocols mandated in Point #4 above.
  9. Masks or face coverings meeting CDC standards shall be worn by all students, faculty and staff in classrooms and all academic buildings. If a student refuses to comply with the University protocols, the faculty member shall report the student to the Dean, who shall take appropriate remedial measures, which may include disciplinary action. University protocols will be posted on all FPU communication outlets, and faculty are advised to post them on Canvas course front pages. Students and faculty who refuse to wear masks or accepted face coverings will be barred from classrooms and academic buildings. Students who are medically restricted from wearing masks or accepted face

coverings will engage in remote learning. Faculty members who are medically restricted from wearing masks may request remote instruction per #3 above.

- a. The University shall provide at no cost PPE (non-recycled) to all bargaining unit members as requested. Faculty members can secure PPE from the Dean's Office. Faculty shall not be required to provide on campus instruction if the University has not made PPE available.
10. In the event that classes must switch to remote learning in response to a surge of the virus, any required synchronous learning event can ONLY occur in the time slot designated for that class, to avoid interfering with their colleagues' scheduled class times.
  11. Students are expected to attend classes F2F, unless the course or classes has been designated for remote instruction or the student has been excused from F2F attendance by the Provost or the office of disability services. Should the University move to remote teaching, learning assessment and other accountability strategies may be used in place of mandatory attendance policies.
  12. Technological and instructional support commensurate with agreed-upon thresholds itemized in #5 above shall be provided by the University prior to and during the dates of August 17-19, 2020, and thereafter throughout the semester. Training options must cover the range of trainee comfort-levels (beginner to advanced). These trainings will include beginner, intermediary, and advanced options on specifically, Canvas and course-design. The University shall "station" key IT personnel in all teaching buildings at all teaching times.
  13. All technology hardware required by members of the bargaining unit to teach online shall be provided at no cost by the University. No bargaining unit member shall be required to expend personal resources in acquiring necessary hardware or software. All costs of printing and copying materials shall be borne by the University.
  14. Office hours: 5 required hours; times and format to be determined by individual faculty. Remote office hours are preferred but if F2F is necessary, meetings should be held in larger classroom spaces or outside. F2F will be required/expected to confirm to all University safety protocols including 6ft social distancing, wearing masks, and faculty who meet students in their office will be responsible for sanitizing their own office spaces including door handles, etc. Plans are to have sanitizing supplies available in each classroom building in location to be determined by each Dean.



15. Students shall be requested to submit faculty evaluations in the usual manner. However, given the unique circumstances of teaching during a public health emergency, it is agreed and understood that student evaluations shall be used for informational purposes only. No student evaluation shall serve as the basis for initiating an investigation of a faculty member (unless the evaluation alleges unlawful conduct or conduct which violates University policy) or be used as a basis for implementing a performance improvement plan or disciplinary action. Student evaluations shall be used to make the University and faculty member aware of how they are perceived by the responding students. Faculty members may use this information to make changes in teaching style and methods and/or curriculum as they see fit. Student evaluations submitted during the public health emergency shall not be admissible in any University proceeding against a faculty member, including but not limited to arbitration, except by agreement between the University and RFF, or placed in the faculty member's permanent file without the faculty member's consent. Faculty Annual Reports, if submitted in May 2021, shall not include student evaluation data from the Fall 2020 semester. The Faculty Affairs Committee shall create a policy covering use of teaching evaluations stemming from the public health emergency; the policy shall only be implemented upon RFF and University approval. Due to the reduction or elimination of funding for professional development in the 20-21 fiscal year, professional development shall not form a component portion of the Annual Report.
  
16. All meetings (committees, colleges, programs, etc.) involving bargaining unit members shall be conducted remotely, unless F2F is absolutely necessary and sufficiently justified to the RFF.
  
17. Either party to this MOA may request renegotiation of the working conditions portion of this MOA after conclusion of the Fall 2020 semester. Any such negotiation must be concluded by January 10, 2021, to allow adequate time for ratification.

**B. Financial Concessions from RFF:**

The following financial changes in the terms of the current collective bargaining agreement are agreed to by the RFF and the University.

1. Article 9: Zero funding in fiscal year 20-21 for Faculty Development Fund, Research Support Fund, and Tuition Fund. Funding levels for fiscal year 21-22 shall be restored to the following:
  - a. Faculty Development: \$71, 874
  - b. Research Support: \$32, 208

c. Tuition: \$10,000

TOTAL returned for 20-21: \$114,082

2. Article 9: Dean's Fund to be funded in fiscal year 20-21 at \$500 dollars maximum per eligible bargaining unit member.

TOTAL returned for 20-21: **TBD; minimum of \$4000**

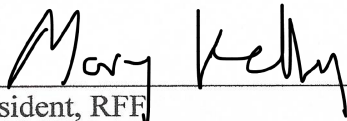
3. Article 20: The University proposes that the **wage** increase scheduled to go into effect on September 1, 2020, for full-time members of the RFF be deferred to and combined with the increase scheduled to go into effect on September 1, 2021.

TOTAL returned for 20-21: **\$147,868**

4. Article 21: The University will not reduce the contribution funding of the 403B contributions for the September 1, 2020 to August 1, 2021 academic period.

TOTAL returned for 20-21: **\$0**

Agreed:

  
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President, RFF

August 13, 2020  
Date

  
\_\_\_\_\_  
Provost, FPU

8/13/2020  
Date