

UNIVERSITY OF SCRANTON

FACULTY CONTRACT

Effective September 1, 2009
through
August 31, 2012

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Article 1. Witnesseth

Faculty Affairs Council (FAC) has been certified to represent, for purposes of collective bargaining, all full-time faculty, including full-time faculty assigned to the Department of Exercise Science and Sport, all full-time faculty who are department chairpersons, librarians, and full-time faculty members given special assignments in lieu of teaching at The University of Scranton (University), Scranton, Pennsylvania; but excluding all part-time faculty, non-professional employees, guards and supervisors as defined in the National Labor Relations Act.

Article 2. Faculty Affairs Council

The University recognizes the Faculty Affairs Council (FAC) as the sole and exclusive bargaining agent for all full-time faculty members in the bargaining unit as described and certified by the National Labor Relations Board in case #4-RC10882. This recognition obligates the University to bargain collectively with FAC regarding salary, hours of employment, and working conditions of the members of the bargaining unit in accordance with the National Labor Relations Act.

Article 3. Term of Agreement

This Agreement shall be effective as of September 1, 2009 (except where explicitly indicated otherwise), and shall remain in force and effect to, and including, midnight August 31, 2012. During the term of this Agreement both parties agree to, and individual faculty members shall continue to abide by, the University's Rules and Regulations as contained in the Faculty Handbook, and policies and directives as promulgated by the University's Board of Trustees. Further, this agreement, along with its companion document, the Faculty Handbook, will constitute the Master Agreement between FAC and the University and will supersede any previous regulations, faculty contracts, previous practices or policies.

FAC recognizes and agrees that the fringe benefit portions of this agreement are committed by the University during the life of this agreement, but are all subject to future contract negotiations.

Since the development of a proper University operating budget requires considerable time and thought on the part of all parties concerned, both parties to this agreement will arrange to meet no later than the seventh month prior to the expiration of this contract period to commence discussions of any subsequent contract agreement.

It is understood that certain changes in fringe benefits may be required in accordance with legislative changes, provided however, that in complying with the law, the University does not reduce or eliminate existing fringe benefits. If any part of this contract is rendered invalid as a result of legislative or judicial action, all other parts of the contract remain in force.

Article 4. Academic Calendars

Academic calendars are proposed by the University Governance Committee Calendar Committee to the University Governance Committee, which recommends a revised calendar to the Provost/Vice President for Academic Affairs (Provost/VPAA). All academic calendars shall provide a minimum of 72 hours between the end of the final examination period for the semester or special session and the day and time when final grades are due in the Registrar’s office. Faculty will make every effort to submit grades within 72 hours after the time an individual exam was administered. The Provost/VPAA will submit a copy of the proposed calendar to the Executive Committee of FAC for its review. The Executive Committee of FAC, consisting of the elected union officers, will return written comments to the Provost/VPAA within ten days. FAC may, within this 10 day period, request a conference with the Provost/VPAA to discuss concerns related to a particular academic calendar. The Provost/VPAA will arrange for this conference prior to approving the academic calendar(s). The Provost/VPAA shall also notify the University community of the approved calendar.

Article 5. Salary

A. Minimums:

Minimums in rank for the three years of the contract will be as follows:

Rank	2009/10	2010/11	2011/12
Professor	\$78,246	\$79,615	\$81,008
Associate Professor	62,983	64,085	65,207
Assistant Professor	40,000	40,000	40,000
Instructor	30,000	30,000	30,000
Lecturer	25,000	25,000	25,000
Faculty Specialist	25,000	25,000	25,000

B. Promotion Bonuses:

Promotion bonuses for the three years of the contract will be as follows:

Rank	2009/10	2010/11	2011/12
Professor	\$ 6,000	\$ 6,000	\$ 6,000
Associate Professor	4,000	4,000	4,000
Assistant Professor	2,500	2,500	2,500

Minimums and promotion bonuses will be funded outside the basic salary package.

C. Basic Salary Package

The Consumer Price Index referenced in the following section refers to the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, Base Period: 1982-84 =100.

1. 2009-2010 - The entire salary package will be distributed across-the-board. Each continuing member of the bargaining unit will receive an increment equal to 2.75% of base pay.
2. 2010-2011 – Each continuing member of the bargaining unit will receive an increment equal to the percentage change in the CPI-U, plus one-half of one percent, with a floor of 2.5% and a ceiling of 4.5%; the percentage change in the CPI-U is measured from December 2008 to December 2009.
3. 2011-2012 - Each continuing member of the bargaining unit will receive an increment equal to the percentage change in the CPI-U, plus one-half of one percent, with a floor of 2.5% and a ceiling of 5.0%; the percentage change in the CPI-U is measured from December 2009 to December 2010.

D. Equity Distribution.

The equity pool for 2010-2011 will be distributed to full professors and associate professors only; the specific participants in the plan will come from the group of faculty who held the rank of full professor or associate professor on September 1, 2010; they will qualify according to the following model:

1. For full professors:
 - a. eligibility for equity distribution for full professors is limited to those full professors whose 2010/11 base salary is lower than \$92,500;
 - b. equity increase for full professors = $(\$92,500 - 2010/11 \text{ base salary}) \times 0.20$.
2. For associate professors:
 - a. eligibility for equity distribution for associate professors is limited to those associate professors whose 2010/11 base salary is lower than \$73,000;
 - b. equity increase for associate professors = $(\$73,000 - 2010/11 \text{ base salary}) \times 0.20$.

E. Order of Distribution.

The distribution will be made in the following order:

1. Each faculty member's salary will first be increased by the across-the-board increment described in C above.
2. Members of the bargaining unit who are promoted in rank will then receive the promotion bonus as described in B above.
3. After the application of the across-the-board and the promotion bonus provisions, any faculty member whose salary is below the minimum for her/his rank will have her/his salary increased to the minimum for her/his rank as indicated in A above.
4. The funds in the equity pools will be distributed after application of all of the above provisions.

Article 6. Overload Teaching

A. Overloads and Special Session Compensation

Compensation for teaching special sessions and overload teaching during the spring and fall semesters will be paid in accordance with the dollar per credit hour amount shown below. For special sessions, courses may be cancelled by the administration when the enrollment does not meet a minimum of six students; in every case, however, such cancellations will occur in accordance with the procedures specified in Section 8.1c of the Faculty Handbook. If, on the other hand, the Dean determines that a class must be offered even if it does not meet the minimum of six, then it will be offered at full pay.

Session	2009/10	2010/11	2011/12
Fall/Spring Semester	\$1,050	\$1,050	\$1,200
Special Session	\$1,050	\$1,050	\$1,200

B. Readers/Tutorials/ and Independent Study

Definitions:

1. Reader Course:

These study experiences replicate courses listed in the catalog and are offered to one or, less frequently, two students. These offerings are limited to meeting acute student programmatic need, as identified and accepted by the Dean, and are not meant to be offered routinely. Faculty members supervising readers will be compensated at the rate of \$110 per credit hour for each student they supervise.

2. Tutorial Course:

Tutorials are specially designed offerings that are not listed in the catalog. The term is applied exclusively to the Honors Program and defines one-on-one experiences in the student's major, minor, or general education program. These courses are designed to explore academic areas of mutual interest to the student and the faculty member. They are intended to require advanced work with shared contributions by the faculty member and the student. Faculty members supervising tutorial courses will be compensated at the rate of \$170 per credit hour for each student that they supervise.

3. Independent Study:

These experiences, provided to academically successful students, are specially designed and are not offered in the normal course listing. These experiences may be non-honors courses that, like honors tutorials, are based on a set of readings, discussions, and writing assignments; they may be based on experimental work; or they may involve intensive research activity. Faculty members supervising independent study experiences will be compensated at the rate of \$155 per credit hour for each student they supervise.

Normally, faculty are limited to mentoring no more than two students per semester in any combination of these courses. Exceptions to this limitation can be made by the Dean

for programmatic reasons, in response to course cancellations, or in the case of Honors Tutorials, where there are not enough faculty available within a certain discipline, major, or area of expertise.

Article 7. Special Adjustments

Special salary adjustments may be made at the discretion of the Provost/VPAA. The money for all special adjustments is excluded from the calculated cost of the contract. These special adjustments serve three specific purposes: 1) to correct obvious problems in base salary which may develop for a variety of reasons, basically in violation of the spirit of other mechanisms established to ensure equitable salaries; 2) to make market corrections to retain valued faculty members; and 3) to handle other special individual circumstances which could not have been foreseen.

The University administration will report all special adjustments to the Executive Committee of FAC. The report will contain the names of all individuals receiving a special adjustment, the amount of the adjustment, and the rationale for the adjustment. The Executive Committee of FAC will report the names of the individuals receiving special adjustments to the general membership of FAC.

Article 8. Chairperson Compensation

Departments are divided into two levels (A and B) depending on the size and complexity of the department. Variables used in classifying departments are: 1) Full-Time Equivalent Faculty (FTEF); 2) number of majors; 3) number of academic programs; 4) amount of facilities. The first two variables (FTEF, Majors) are weighted twice as much as the second two. All variables are translated into a scale of 1 to 10 for purposes of combining them into a single "total score" for the department.

A "unit of compensation" in the plan is defined as either a 3-credit release or direct payment of a 3-credit overload stipend (using the Fall/Spring rate). The per credit payment for summer compensation will be at the current overload rate.

For purposes of determining released time, all chairs are defined as being on a 21-credit load. The Chair of FAC will be treated as being a level B, except that he/she does not participate in the summer compensation plan. The Chair of the Department of Faculty Librarians will receive a stipend equal to two units of compensation per academic year and will not participate in the summer compensation plan. The plan assumes and affirms that duties of department chairs are as defined currently in the Faculty Handbook.

The compensation plan:

Level	Units of Compensation in academic year	Summer
A	4 *	3 credits
B	3 *	2 credits

* At least one of the units must be a released time.

Classification of Departments

Level A:

Biology
Chemistry
Communication
Counseling and Human Services
Education
English
History
Nursing

Level B:

Accounting
Computing Sciences
Economics/Finance
Exercise Science and Sport
Foreign Languages & Literature
Health Administration/Human Resources
Management/Marketing
Mathematics
Occupational Therapy
Operations and Information Management
Philosophy
Physical Therapy
Physics/Electrical Engineering
Political Science
Psychology
Sociology/Criminal Justice
Theology/Religious Studies

A department chairperson will receive, upon successful application for a sabbatical leave, two summer research stipends in lieu of summer teaching if said chairperson has served at least two consecutive terms immediately prior to the start of the sabbatical.

Article 9. Off-Campus Teaching

- A. Any assignment made by the Administration that requires a faculty member to fulfill credit bearing teaching responsibilities or other responsibilities as described in Section 5.4 of the Faculty Handbook portion of this Collective Bargaining Agreement at a location beyond 15 minutes normal walking distance from the University constitutes an Off-Campus Assignment.
- B. Assignment of faculty to off-campus locations will follow the procedures outlined in section 8.1 of the Faculty Handbook portion of this Collective Bargaining Agreement. Except in cases where the faculty member so requests or chooses faculty will not be assigned more than one off-campus duty in one academic year.

Volunteers with appropriate expertise will be sought for off-campus assignments first. If no volunteers come forward, assignments will be made on a rotating basis.

- C. Travel expenses incurred in connection with off-campus assignment will be reimbursed as per the University's Travel Policy, according to which all reasonable and necessary expenses incurred in connection with travel on behalf of the University are covered.

- D. In addition to regular compensation for the assignment (either part of the regular faculty load or overload, whichever applies in a particular case) the faculty member involved in an off-campus assignment will receive additional compensation of \$35.00/hour for travel time necessary to and from the off-campus site. Excluded from this compensation are off-campus assignments that take place outside of the continental United States (for which incentive compensation payments may be negotiated with the dean) and main campus offerings that have traditionally required monitoring in clinical or field settings and are subject to other sections of this Agreement.
- E. Normally, a faculty member will not be assigned to perform duties at a location more than seventy-five miles (one way) from the University. Ordinarily, such duties will be limited to classes that meet one day per week.
- F. University liability coverage applies to faculty members for an off-campus assignment. For travel between the University and the off-campus site, the individual's automobile coverage is primary.
- G. Any exception to the above conditions (including multiple off-campus assignments) would require the mutual written consent of FAC and the University.
- H. The University administration will inform the Executive Committee of FAC, in writing, of any off-campus teaching assignments at the time that such assignments are made.

Article 10. Health Insurance

- A. The University makes available three health insurance plans for eligible full-time faculty members: (1) a traditional indemnity plan comprised of Blue Cross 365-day inpatient coverage, Blue Shield Plan 100 and Major Medical (excluding prescriptions) with a \$2,000,000 lifetime limit (BC/BS/MM), and (2) Blue Cross/Blue Shield Access Care II, a preferred provider organization (PPO) with a \$10 physician office visit co-pay per visit; and (3) First Priority Health, a point of service (POS) plan with a \$15 primary physician office visit co-pay per visit, a \$25 specialist physician office visit co-pay per visit. Coverage begins in each plan on the first day of the first full month of employment. Specifics of the health insurance plans are contained in the brochure provided by the carrier for the contract with the University and in the Summary Plan Descriptions. This information is available from the University's Human Resources Department.
- B. Prescription Drug Program. A freestanding prescription drug program is offered with all three health insurance options. The benefit is a three-tier formulary program with a \$10 co-pay for Tier One drugs, a \$20 co-pay for Tier Two drugs, and a \$35 co-pay for Tier Three drugs. The benefit is limited to a 30-day supply at retail pharmacies and a 90-day supply with 2 co-pays for Tier Two and Tier Three drugs and one co-pay for Tier One drugs through mail order. There are no lockouts, i.e., excluded drugs.

- C. The University pays the total premium for individual coverage for each plan and a prorated amount of the premium for multiple-person coverage. In the case of the traditional and Access Care II plans, the University pays the equivalent of the total premium for individual coverage and 2/3's of the difference between the total premium of the plan chosen and the total premium for individual coverage, i.e., the full-time faculty member pays 1/3 of the total premium difference between individual coverage and the coverage elected. In the case of the First Priority Health plan the University pays 80% of the cost of multiple person coverage and the faculty member pays 20%.
- D. The University provides dental coverage when an eligible faculty member elects to participate in any University health insurance plan. Faculty members not participating in a health insurance plan may not participate in the dental plan. Payment under the dental plan is limited to a maximum of \$2,000 per covered person for all services rendered in any calendar year, except for orthodontics which has an \$800 lifetime maximum per eligible dependent. The premium for the dental coverage is added to the premium for the selected medical plan. Faculty members share the premium for dental coverage based on the same formula used for sharing medical plan premiums. Specifics of the dental plan are contained in the brochure provided by the carrier for the contract with the University and in the Summary Plan Descriptions. This information is available from the University's Human Resources Department.
- E. The University provides vision coverage through Pennsylvania Blue Shield's OptiChoice program when an eligible faculty member elects to participate in any University health insurance plan. Faculty members not participating in a health insurance plan may not participate in the vision plan. The premium for the vision coverage is added to the premium for the selected medical plan. Faculty members share the premium for vision coverage based on the same formula used for sharing medical plan premiums. Specifics of the vision plan are contained in the brochure provided by the carrier for the contract with the University and in the Summary Plan Descriptions. This information is available from the University's Human Resources Department.
- F. Abortion coverage in all University health insurance plans is limited to abortion coverage services which are necessary to avert the death of the woman and services to terminate pregnancies caused by rape or incest. The University's policies will retain coverage for illness or injury caused by complications from any abortion. Such coverage will be within the parameters of the applicable policy.
- G. An open enrollment allowing eligible full-time faculty to change medical plans or enroll in a medical plan if not previously participating is conducted in the last quarter of each calendar year. The faculty member's election is effective January 1 of the next year.
- H. An "Opt-out" alternative is available to eligible full-time faculty members who have no need for additional medical/dental/vision coverage at the time of hire or during the course of

employment. If Opt-out is elected, the faculty member's monthly pay will be increased by \$125.00 for each month during which participation in a medical/dental/vision plan is waived. However, it takes a "life event" to either change from Opt-out to medical coverage or from medical coverage to Opt-out during the course of any calendar year, except if the change is elected during the open enrollment period conducted during the last quarter of each calendar year to be effective the following January. Additional information on the Opt-out alternative is available from Human Resources.

- I. COBRA provides for medical coverage for a limited period of time following separation from employment. Under COBRA, no part of the premium is paid by the University. The University extends COBRA medical coverage rights as required by law but does not require transfer to non-group coverage following the periods of time specified in COBRA. This practice is subject to the carrier allowing non-employees to participate in the University's group health insurance program.

Article 11. Medical and Dependent Spending Accounts

The University, under Section 125 of the Internal Revenue Code, provides an annual opportunity for faculty members to elect to establish a reimbursement account(s), through deductions from their regular pay, for the purpose of reimbursing themselves for medical-related expenses not covered by their health insurance coverage and for dependent care expenses. An open enrollment is held during the last quarter of each calendar year and the amount of money to be deposited in either or both of these reimbursement accounts for the next calendar year must be declared. Designated funds not expended during the course of the calendar year are relinquished to the University. Any such funds will be used to subsidize the costs of retaining a third party administrator to administer the fund. Any remaining funds are given to the University's Development Fund. Information about the medical and dependent care reimbursement accounts is available from University's Human Resources Department.

Article 12. Disability

- A. The University provides a short-term disability plan (STD) effective the first day of the first full month of employment. The short-term disability plan provides for full benefit continuation and salary continuation at 100% of the faculty member's normal base salary for 6 months following the date of disability. The date of disability is defined as the day following the last day of work "if actively at work," or if not at work, the date is determined by the medical documentation of the disability. STD payments are offset by any Worker's Compensation payments and by loss-of-pay reimbursements, such as auto insurance offsets (except for personally or privately owned disability coverage), including any employee Social Security Disability Income payments.
- B. Faculty members are required to complete the application for short-term disability benefits whenever an accident or illness occurs which prevents, or has the potential to prevent, a faculty member from performing his or her normal work. This application must be completed as soon

as possible but no later than 30 days after the accident or illness. If the employee is unable to complete the necessary paperwork, Human Resources will work with a family member or someone who has power-of-attorney to complete the necessary forms.

- C. Entry into the University's LTD Plan requires that application be made in a prescribed manner through the University's LTD Carrier. It is agreed that the University will assist its employees, upon their request, during the application and other phases of the process covered by the LTD Plan. This involves, but is not limited to, assisting employees in completing applications and, at the request of the employee, assisting the employee in dealing with the insurance carrier. The University agrees to monitor each LTD case and to keep a record of its involvement in each case. At the request of the LTD participant, the University agrees to play an active role in assisting LTD participants in dealing with all return to work initiatives. The University, through its arrangements with the insurance carriers, will ensure that faculty members are aware of their rights to appeal carrier decisions to the insurance carrier, and at the employee's request, assist in the appeal process.

- D. The University provides a long-term disability plan (LTD) effective on the 181st day of disability. The long-term disability plan provides for payment at the rate of 66-2/3% of the normal monthly wage base up to a maximum benefit of \$10,000 per month. The monthly wage base is 1/12th of the faculty member's final annual base wage. The LTD plan includes a Regular Occupation benefit paid by the University. An employee is considered disabled if solely because of injury or sickness the employee is: 1) unable to perform the material duties of her/his regular occupation; and 2) unable to earn 80% or more of his/her Indexed Earnings from working in her/his regular occupation. Regular occupation is the occupation routinely performed at the time the Disability begins. In evaluating the Disability consideration is given the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer at a specific location.

The LTD plan also includes an annual benefit increase (ABI) paid by the University. For persons not covered by the Return to Work Incentive, the monthly income benefit and monthly annuity premium benefit increase each year by the lesser of 3% or the percentage increase in the Consumer Price Index (CPI-W) during the previous calendar year. Increases become effective January 1. Increases are not applied to the Minimum or Maximum Disability Benefit, nor is the formula applied to determine the work incentive benefit, if any. For persons covered by the Return to Work Incentive, indexed earnings increase each year by the lesser of 10% or the percentage increase in the Consumer Price Index (CPI-W) during the previous calendar year. Subject to constraints and restrictions, the return to work incentive provides an opportunity to work for wage or profit while disabled.

The University's LTD plan may include a reduction in University based disability benefits when the disabled employee becomes eligible for Other Income Benefits. Other Income Benefits include any amounts received or assumed to be received by the employee as a result of

employment with the University. Other Income Benefits paid directly and solely to the disabled employee may serve to reduce University based disability benefits. Any Other Income Benefits received by employee spouse or children because of employee disability will not be considered in calculating the University's disability benefit. For example, the plan includes a primary Social Security offset whereby only Social Security Disability payments paid to the disabled employee serve to reduce University based disability benefits. Social Security payments to spouse and children that arise because of employee disability have no effect on University based disability benefits. Another example of Other Income Benefits that have no bearing on University based disability benefits is private insurance. Disability benefits received from insurance purchased privately by the employee have no bearing on University based disability benefits and will not be considered in calculating University based disability benefits.

After the first reduction is made for any qualifying Other Income Benefits, any increase in these benefits during the period of disability due to a cost of living adjustment will not be considered in calculating University based disability benefits. This does not apply to cost of living adjustments resulting from wage and salary income earned while on disability.

LTD coverage provides continued pension plan deposits, at 14% of covered earnings, to the disabled faculty member's account for the entire period of LTD coverage. The maximum pension benefit contribution paid to the employee's pension account is \$3,800 per month. Payments continue until age 65 if the disability occurs before age 60; for 4 1/2 years if the disability occurs between 60 and 65; to age 70 if the disability occurs between 65 and 68 1/2; and for one year if the disability occurs after the age of 68 1/2.

Eligibility for long-term disability (LTD) is determined solely by the University's LTD carrier. The University's contract with the LTD carrier is based, in part, on the definition of Optimum Ability. Optimum Ability is the greatest extent of work you are able to do in your regular occupation. Part of the definition of Optimum Ability allows an employee to be partially disabled during the 180-day elimination period and still qualify for LTD.

An application for benefits is required. Specifics of the LTD plan are contained in the brochures provided by the carrier for the contract with the University and in the Summary Plan Descriptions. This information is available from the University's Human Resources Department.

- E. With the beginning of LTD the tenured faculty member's employment is suspended pending a physician's release to return to full-time work. Tenured faculty members on LTD do not have departmental voting privileges. Tenured faculty members who have been on LTD for thirty (30) months will have their employment with the University terminated. Non-tenured faculty on LTD have their employment with the University terminated with the beginning of LTD. Upon release to return to full-time work, tenured and non-tenured faculty may apply for and be given preference for employment with the University.

- F. Based upon the decision of the life insurance carrier, a life insurance waiver of premium may be granted after six months of STD and with the beginning of LTD.
- G. The University will continue to pay the total premium for individual coverage and a prorated amount (see Article 10) of the premium for multiple person coverage for group health, group dental, and group vision insurance for the first 30 months of LTD coverage, provided the employee continues to pay the applicable co-premium. At the end of this thirty-month period, the individual may continue to purchase health, dental and vision insurance through the University provided the individual pays 100% of the applicable premium.
- H. During the term of this Faculty Contract the University agrees that it will not change insurance carriers without first consulting with FAC.

Article 13. Life Insurance

The University provides group term life insurance coverage of \$100,000 for each faculty member, and \$60,000 in accidental death & disability coverage (AD&D). Full coverage remains in effect until 70, following which it is reduced to \$10,000. Coverage continues at that level until the last month of the final full-time contract. A conversion privilege exists for faculty members to continue all or a portion of their life insurance at their own expense. Premiums paid by the University for life insurance coverage over \$50,000 are required by law to be considered imputed income and subject to federal taxes.

More detailed information about the life insurance plan can be obtained from the University's Human Resources Department.

Article 14. Pension

- A. The University makes two pension plans available to lay faculty: TIAA/CREF and Diversified Investment Advisors (DIA). Jesuit faculty participate in the Maryland Province retirement fund. Contributions total 14% of salary, and are shared by the University and employee. The employee contribution is 2% for faculty with salaries below \$26,000. The faculty member's contribution increases by one-tenth of a percent for each \$1,000 of salary above \$26,000 to \$45,000, the salary at which the faculty member's contribution is 4%, the maximum faculty member contribution. The University contributes the difference between the required employee contribution and 14% to either DIA or TIAA/CREF, at the faculty member's discretion.
- B. Employee contributions (withheld from pay according to the contribution schedule) are directed to a tax-deferred annuity (TDA) with DIA or a Group Supplemental Retirement Annuity (GSRA) with TIAA/CREF. The carrier for this mandatory contribution is determined by the election for the basic plan. Employee and employer contributions will be remitted to the designated plan carrier within 30 days after the end of the month in which the premiums are withheld from the employee's pay.

- C. Contributions to, and continued participation in, the basic plan are conditions of employment. Contributions are limited to those prescribed by the contribution schedule, and withdrawals are restricted under the plans. The faculty member may change the pension carrier annually, but it must be the same carrier for the employer and employee contribution.
- D. Faculty members may annually redirect new employer and employee mandatory contributions to a different carrier. It is to be understood that any change initiated under the provisions of this section requires both the basic pension and mandatory TDA be held with the same carrier. Nothing contained herein shall serve to modify allocations selected prior to August 31, 1994. Members of the bargaining unit whose current employer and employee contributions are held with two different carriers will be permitted to continue such an arrangement.
- E. All pension plans provide for 100% immediate vesting. Participation is mandatory and begins on the 1st day of the plan year (June 1) following attainment of age 25½ and six months (one semester) of service.
- F. Specifics of each plan are contained in the brochures provided by the carriers for their contract with the University and in the Summary Plan Descriptions. This information is available from the University's Human Resources Department.
- G. Faculty members may transfer existing pension balances, within the contractual limitations set forth by TIAA/CREF and DIA, to the alternate carrier. The election to change is made in April with a June 1st effective date. Transfer of funds is limited under the basic pension (401[a] with both carriers to 10% of the fixed TIAA balance and 100% of the CREF accounts annually and 10% of the total DIA balance (fixed and equity accounts). The faculty mandatory account (403[b] with both carriers) may be transferred to the alternate carrier without restriction.

Article 15. Long-Term Care Insurance

The University offers full-time faculty the opportunity to purchase Long-Term Care Insurance through a voluntary Long-Term Care Insurance policy. Faculty members are responsible for 100% of the premium, which may be remitted through payroll deduction.

Article 16. Voluntary Phased Separation Plan

Available to faculty from September 1, 2009 until May 31, 2012

- A. Prologue
 - 1. This is a voluntary program and application into it must be initiated by the faculty member.

2. Unless replaced by an alternative early separation plan mutually agreed upon by FAC and the University of Scranton, this program of voluntary phased separation becomes effective on September 1, 2009 and continues in force as part of the collective bargaining agreement until May 31, 2012.
 3. If another early separation plan choice becomes available during the phasing period of this plan, the faculty member may opt for the other plan, but the full retirement date will remain in force.
- B. Eligibility
1. To be eligible for the voluntary separation plan the faculty member must be at least 62 years of age before the first semester when phased separation begins.
 2. An eligible faculty member must have completed no fewer than 15 years of service as a full-time faculty member at the University of Scranton before phased separation begins.
 3. For purposes of this voluntary phased separation plan, “base salary” refers to the last regular contract salary of the faculty member plus all negotiated increments.
 4. Entrance into the plan commences with the first regular semester in phased retirement.
- C. Phased Separation Plan
1. A faculty member’s phased retirement plan must include no more than 15 but no fewer than nine credits per academic year (fall and spring semester).
 2. The given period of time which is selected in C.1 shall be no more than five academic years but no fewer than one academic year. Faculty who initially opt for fewer than five academic years may petition the Provost/VPAA for a one-time extension of the phased retirement period up to the maximum of five academic years.
 3. Full retirement and the cessation of tenure begin with the completion of the last academic year of the phased retirement.
- D. Salary
1. A faculty member who participates in the phased separation plan shall be paid according to the following scale throughout the entire phased retirement period, plus pro rata annual increments as negotiated by FAC. The faculty member’s actual salary will be calculated by taking the full-load salary and multiplying by the factor $x/18$ where x is the credits to be taught according to the approved plan. For example, if a faculty member’s phased load is 12 credits per academic year, then the actual salary will be the full-load salary multiplied by $12/18$.
- E. Benefits
1. During the period of phased separation, the health, dental, and vision benefits and the cost-share formula in force for full-time faculty shall continue for the faculty member, spouse, and eligible dependents.
 2. During the phased separation period, the faculty member and the University will continue to contribute to the faculty member’s pension plan in accordance with the faculty member’s actual salary and the schedule contained in applicable collective bargaining agreements.

3. Full tuition-remission benefits for the faculty member, spouse, and eligible dependents shall remain in force during and after the phased separation period.
 4. Disability insurance and life insurance shall remain in force during the phased separation period within the limits imposed by the contracts with the insurers. STD and LTD benefits will be based upon actual salary paid.
 5. Worker's compensation based on actual salary received shall remain in force during the phased separation period.
 6. The University will provide the faculty member with opportunities for pre-retirement financial counseling.
- F. Special Provisions
1. A faculty member in phased separation is still considered a full-time faculty member with the rights, privileges, and duties pertaining to same.
- G. Other Benefits After Separation
1. Other benefits after separation and retirement include: library privileges; athletic passes; invitations to faculty events; invitations to participate in all academic functions; visitor parking; use of available academic facilities, including shared office space, mail drop, laboratories (the use of laboratories is controlled by the appropriate dean in consultation with the chairs of the applicable departments); secretarial services as available; emeritus ID card; and email account; being listed in the University catalog; receiving a University phone directory; discounts provided for faculty including but not limited to discounts in the Bookstore and for Theater productions; and the use of the Byron Center under arrangements for the faculty in general. The faculty member shall be moved to Emeritus in accordance with the applicable provisions in of Section 7.0.C. of the Faculty Handbook.
 2. Health Insurance for the retiree: For faculty who are Medicare-eligible at the end of their phased retirement plan, the University will provide and pay for Medicare wraparound health insurance (e.g., 65-Special) through the University's Medicare wraparound program for the retiree for the first three years in full retirement. The retired faculty member is responsible for paying his/her own Medicare Part B premiums. For faculty who are not Medicare-eligible at the end of their phased retirement plan, the University will contribute the amount equal to the Medicare-wrap around costs to the University health insurance plan premium for the first three years in full retirement. The faculty member is responsible for contributing the balance of the premium costs.
 3. Health Insurance for the retiree's spouse and/or eligible dependents: The retiree and spouse and/or eligible dependents may continue to participate in the University's health insurance plans after the faculty member retires, provided the retiree pays 100% of the applicable health insurance premium. If the retiree dies, the eligible spouse and/or dependents may continue to participate in the University's health insurance plan as long as the spouse and/or eligible dependents pay 100% of the health insurance premium.
 4. Dental and Vision Coverage for the retiree and eligible spouse and/or dependents: The retiree and spouse and/or eligible dependents may continue to participate in the University's dental and vision plans after the faculty member retires, provided the

retiree pays 100% of the applicable dental and vision coverage premiums. If the retiree dies, the eligible spouse and dependents may continue to participate in the University's dental and vision plans as long as the spouse and/or eligible dependents pay 100% of the applicable dental and vision coverage premiums.

H. Application for Entrance into the Plan

1. The faculty member must notify the Provost/VPAA by February 1 of the preceding academic year of his/her intention to apply for the phased retirement program in the subsequent fall semester.
2. The Provost must acknowledge receipt of such notification with a written agreement of the terms, copied to the Chair of FAC, to be signed by the faculty member and the University. The Provost may require the faculty member to delay the beginning of phased retirement for one year due to programmatic exigencies.

I. Limits on Faculty Options

1. After entering into a phased separation agreement, a faculty member may choose to reduce the period of the phased separation by one academic year or more, provided that the faculty member provides notice to the Provost/VPAA by February 1 of the preceding academic year.
2. A faculty member may not take a sabbatical leave once the phased retirement plan has begun.

Article 17. Benefits Available to Bona Fide Faculty Retirees

A faculty member of the University is considered a "retiree" if he or she separates from the University meeting at least one of the following criteria:

- Age 65 as defined in the University retirement plans (no minimum service requirement) or,
- Ages 62 through 64 with 10 years of full-time service or,
- Ages 55 through 61 with 20 years of full-time service.

A faculty member who retires is eligible for the retirement benefits with the exception of dependent tuition remission benefits which are only available at retirement at age 65.

- Health, Dental and Vision Coverage (Faculty member pays 100% of the premium. Coverage includes spouses and eligible dependents)
- Dependent tuition remission
- Employee tuition remission
- Use of facilities for social events
- Library privileges
- Credit union
- Use of the fitness facilities under arrangements for the faculty in general

- Discounts normally provided to active employees (including but not limited to the bookstore and theater productions)
- Retirees may have conversion privileges to convert other benefits to an individual policy, e.g., life insurance.

Article 18. Social Security

Social Security payments are made on earnings as required by law, except for Jesuits and other religious.

Article 19. Unemployment Compensation

Unemployment compensation benefits are provided to all faculty as required by law.

Article 20. Worker's Compensation

Worker's Compensation benefits are provided to all faculty as required by law.

Article 21. Insurance, Defense and Indemnification

During the period of this contract, the University will carry liability insurance policies that protect faculty against claims made for alleged wrongful acts in their capacities as University faculty. Claims include damages, judgments, settlements and defense costs. Wrongful act is defined in current insurance policy language as any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted, by an educational institution or an insured person or any matter claimed against such insured person solely by reason of serving in such insured capacity. Claims resulting from criminal or deliberate fraudulent acts are not covered.

If a faculty member is sued for allegedly committing a wrongful act within the scope of his or her employment which is covered by the University's insurance, the University will provide for the defense of such litigation at no cost to the faculty member and pay the cost of any settlement made or judgment entered to the maximum extent allowable by law, provided that:

- A. Within five (5) working days of the receipt of notice of any litigation or agency claim, the faculty member will advise the Office of General Counsel; and
- B. The faculty member cooperates in the investigation, settlement, or defense of any such claim.

In addition, FAC will encourage faculty members to attend a University-sponsored session on avoiding legal liability, harassment prevention, and other related topics when offered to faculty. All of the University's insurance policies are available for inspection by faculty.

Article 22. Tuition Scholarships for Faculty Members, Spouses, and Children

Full-time faculty members, their spouses, and their children will, on application through the Director of Human Resources and acceptance by the University, receive full tuition scholarships for any credit bearing catalogue courses taken at the University. Faculty children will be eligible for this benefit up to and including the academic year in which they attain the age of twenty-four (24). Special requests for extensions of this benefit beyond this age limit will be decided by the Provost/VPAA in consultation with the chairpersons of FAC/FPC. The Director of Human Resources will, in all cases, require that application be made for any available federal or state assistance. The tuition remission benefit for faculty members and their dependents will not be applied until all required financial aid forms and applications are officially filed. If all applicable financial aid forms are not completed in a timely manner, the actual amount of state and/or federal grants that the student would have been eligible for will be deducted from the University's tuition remission benefit. The faculty member is responsible for paying the University the portion of the financial aid package that was forfeited by not filing all of the required forms in a timely manner. The same scholarship benefit is extended to the children of deceased or disabled full-time faculty members who served for at least seven (7) years immediately prior to death or disability.

The University participates in FACHEX (faculty children exchange) which presents the possibility of full tuition at other Jesuit institutions when an exchange slot is available.

The University is a member of the Tuition Exchange - Washington, DC consortium (TE). Membership in TE provides tax-free scholarships. At a minimum, the University will make available the same number of outgoing exchanges as it has incoming exchanges.

Article 23. Tuition Benefits for Secondary and Elementary Schools

A. Scranton Preparatory School:

The Scranton Preparatory School tuition benefit is applicable to all current members of the bargaining unit hired before September 1, 1994. Under this benefit, the University makes 95% tuition payments to the Scranton Preparatory School for children of eligible University full-time faculty members. If this level of benefit is reinstated for any class of employees, it will be reinstated for all members of the bargaining unit. If any employee is given the benefit, when the administration becomes aware of the error, the benefit will be either removed for that employee or all members of the bargaining unit will be given the benefit retroactively.

B. Wyoming Seminary Tuition Discount:

In accordance with the University's agreement with Wyoming Seminary Preparatory School (Wyoming Seminary), Wyoming Seminary provides children of full-time faculty members enrolled at Wyoming Seminary in any grade, pre-kindergarten through postgraduate level with a 50% tuition reduction during any academic session. This tuition reduction is based on the mutual agreement of both the University and Wyoming Seminary. Either institution may terminate this agreement on or before April 15 preceding a new academic year beginning in September.

Children must meet the ordinary admissions requirements for Wyoming Seminary.

To apply for this benefit, the eligible parent must complete an eligibility form, available from the University Human Resources Department. Additional aid may be requested by filing the Parent's Financial Statement, available at Wyoming Seminary, with the financial aid officer at Wyoming Seminary.

Article 24. Librarians

The librarians shall receive six personal days per contract year.

Article 25. Exercise Science and Sport

- A. The normal credit load for faculty members in the Department of Exercise Science and Sport is the same as that of all full-time faculty.
- B. This normal credit load may be fulfilled by a combination of teaching and collateral athletic assignments.
- C. Collateral athletic assignments will be made by the Director of Athletics, who will consult with the department chair. Disputes, if any, will be resolved jointly by the Vice President for Student Affairs and the Dean of the Panuska College of Professional Studies (PCPS). A final appeal may be made to the Provost/VPAA.
- D. Collateral athletic assignments are to be made simultaneously with the annual course schedule process (as specified in the Faculty Handbook). Specific collateral assignments should be noted in the respective faculty member's contract letter.
- E. Faculty in the Department of Exercise Science and Sport who are intercollegiate coaches, or have other collateral assignments in intercollegiate athletics, will report for these duties to the Athletic Director.
- F. Faculty in the Department of Exercise Science and Sport who were hired before August 1, 1998 are and will remain faculty, with all faculty rights, benefits, and privileges regardless of the proportion of hours assigned to teaching or collateral assignments. This arrangement shall not constitute a precedent, nor shall it be used as evidence to establish a precedent, for faculty in the Department of Exercise Science and Sport hired on or after August 1, 1998 or for any other faculty.

Article 26. FAC Officers' Released Time

The Chair of FAC will be treated as being a level B chairperson, except that he/she does not participate in the summer compensation plan. Twelve additional hours of released time will be allocated among the other four officers in a manner determined by the officers of FAC.

Article 27. Monthly FAC/FPC Meetings

The chairs of FAC and FPC will meet at least once per month during the term of this contract, unless they mutually agree not to meet. In any case, there will be a minimum of four FAC and FPC Chairs meetings per academic year.

Article 28. No Strike/Work Stoppage or Lockout

FAC and FPC subscribe to the principle that any and all differences under either the Master Agreement or the Faculty Handbook be resolved by peaceful and appropriate means without interruption of the University. Accordingly, FAC agrees that there will be no strike or work stoppage or threat of either, by itself or by any of its bargaining members during the term of this Agreement. The University agrees that there will be no lockout, or a threat of one, during the term of this Agreement.

Article 29. Collection of Dues and Assessments

The University will continue to collect, through payroll deductions for FAC, any charges assessed against the participants in its bargaining unit providing: FAC secures and presents to the University Treasurer the individual faculty member's written authorization for the University to do so. Such authorized payroll deductions are to be made on a monthly basis starting with the faculty pay period of October.

FAC and FPC agree that any member of the bargaining unit should pay such dues and assessments as are from time-to-time authorized from the membership of FAC.

A member of the collective bargaining unit may request exemption by right of conscience from the payment of FAC dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of FAC. Such affidavit will be filed with the Chairs of FAC and FPC and will thereby exempt the collective bargaining unit member from this provision. Any such exempt person will be expected to contribute a sum equal to the authorized FAC dues and assessments to the University for use as scholarships or library acquisitions. Under no circumstances may these funds be used to modify salaries. Said funds will be distributed by the University.

Article 30. Faculty Handbook Committee

The Faculty Handbook Committee (FHBC), created to review the Faculty Handbook section of this Master Agreement, will submit all proposed changes to FAC and FPC for their deliberations. The FHBC membership will consist of at least three FAC officers, additional FAC members appointed by

the Executive Committee of FAC, the Provost/VPAA (as Chair), and additional non-FAC members appointed by the President (or his delegate).

Article 31. Faculty Parking Plan

A. Introduction

In Fall 1995, the University administration implemented a zoned parking arrangement for full-time faculty. A primary goal of this arrangement is to insure that a sufficient number of reserved parking spaces will be available to accommodate full-time faculty who require parking on campus during the work day. It is understood that precise utilization figures are difficult to ascertain in advance. Accordingly, it is further understood that the number and location of reserved faculty parking spaces will be adjusted as required to accommodate actual utilization.

B. Parking Agreement

1. Initial Numbers and Locations:

The number and location of designated faculty parking spaces will be based on an optimal utilization ratio to be determined through experience. Adjustments to the distribution or number of designated faculty spaces indicated below, if necessary, will be made as utilization data is gathered and evaluated by officers of FAC and FPC.

Lot	Reserved Faculty Spaces
K (O'Hara)	10
S (O'Hara)	40
F (Behind Long Center)	16
Girl Scout House South	10
Parking Structure	<u>98</u>
	174

2. Parking Plan:

- a. The University agrees to ensure that adequate signage will be installed to designate spaces reserved for faculty parking and that the method of signage will be visible in all weather conditions.
- b. Snow removal will not reduce the number of faculty spaces.
- c. Parking regulations shall be promulgated and strictly enforced by the administration. In particular, Public Safety personnel shall conduct at least one patrol of each designated faculty parking lot area each day, Monday through Friday, sometime between the hours of 9:00 a.m. and 11:00 a.m. and at least one additional patrol of Lot S, Monday through Friday, sometime between 4:00 p.m. and 6:00 p.m.

- d. Designated spaces for faculty parking will remain in force daily until 4:30 p.m. in all lots except Lot S which will remain restricted until 8:00 p.m. to provide faculty parking for night classes. On weekends and holidays these regulations will be relaxed.
- e. Faculty will park only in designated faculty parking spaces until 4:30 p.m. Faculty unable to find designated parking will be able to park in the spaces reserved for public safety in the parking structure. The faculty member will then notify the University's Parking and Traffic Office of her or his parking problem. The Parking and Traffic Office will make a written report of such faculty parking problems, at least noting the date, time and day of the week. These reports will be forwarded on a monthly basis to a designated FAC officer and a designated FPC member.
- f. Faculty members are expected to report all parking problems to the designated FAC officer. The officers of FAC will bring any significant problems to the parking oversight committee described in 3 (Oversight) below.
- g. If/when faculty parking spaces are lost due to construction and other longer term events; they will be replaced with an equal number of spaces in locations acceptable to the officers of FAC and FPC. For paving and other short-term events, parking regulations will be relaxed to allow parking in unrestricted areas on campus.
- h. Faculty parking stickers will be issued only to members of the bargaining unit.

3. Oversight:

In order to help achieve the goal stated in the introduction, a parking oversight committee consisting of two FAC officers and two FPC officers will be established to evaluate monthly reports from the officers of FAC and the University's Parking and Traffic Office. Based on their evaluations, the committee will direct adjustments to the zoned parking arrangement and address significant parking problems brought to the attention of the officers of FAC by faculty.

The officers of FAC will bring significant problems to the parking oversight committee which will meet only when necessary, except that it shall meet at least once a semester.

If a FAC report indicates that one or more faculty members experienced recurrent difficulties in locating designated parking, appropriate adjustments will be made.

The University's Parking and Traffic Office will forward to the committee monthly reports of parking violations and utilization problems.

FAC officers will take appropriate measures to foster faculty adherence to the parking agreement. The administration will assist FAC in this effort when requested.

4. Parking Fee and Payment

- a. The annual fee for faculty parking, covering the period from the beginning of classes in the Fall semester until the beginning of classes in the following Fall semester, is as follows:

Contract Year	2009/10	2010/11	2011/12
Annual Fee	\$200	\$200	\$200

- b. The fee may be paid by cash or check or through payroll deduction over ten months beginning with the October paycheck. Payment will be made or a deduction agreement will be signed upon receipt of the parking permit.

Article 32. Adoption Assistance Plan

The University will reimburse the faculty member 80% of specific, documented and itemized adoption expenses up to a maximum of \$2,000 in total reimbursement. Such expenses include licensed adoption agency fees, legal expenses, state-required home study fees, travel expenses, fees for authentication of documents, translation and immigration fees, uninsured medical expenses of the birth mother and charges for temporary foster care before placement.

Reimbursement will occur after the adoption is finalized. Itemized expenses must be presented for reimbursement. The maximum reimbursement to a University employee during his/her total employment with the University is \$4,000.

Ordinarily, the University will provide two weeks of paid leave to any faculty member during any semester in which the faculty member adopts a child. During this two-week period, department members are called upon to cover the classes with no additional compensation.

In cases where the adopting parents are both University employees, the reimbursement is paid only once to the family unit per adoption, not to each University employee individually. In these cases, both parents will be provided with paid leave as described above.

Article 33. Alternative Contract Arrangement with Physical Therapy Department

This article describes the agreed upon alternative contract arrangement for one full-time tenure-track position in the University’s Physical Therapy Department. This position will be constituted in such a way that this faculty member’s contract rule refers to the summer and fall semesters rather than the customary fall and spring semesters. In addition to all of the terms and conditions of the Collective Bargaining agreement (containing the Faculty Contract and the Faculty Handbook) this alternative arrangement is defined by and subject to the following conditions.

- A. Acceptance of this alternative contract by a faculty member, either upon hiring or later in the faculty member’s service to the University, must be voluntary in nature.
- B. If a current faculty member on a regular contract makes the transition to this alternative contract arrangement, he or she will receive a check on May 1st of the last year of the standard contract, which will represent his or her salary for May and the deferred payments for the remainder of the academic year.

- C. During subsequent academic years for faculty members transitioning to the alternative contract, or for faculty members hired under the alternative contract, the contract period will run from June 1st until February 28th (February 29th in leap years).
- D. The faculty member currently holding this position will be paid over a period of twelve months beginning June 1st and ending May 31st.
- E. For the faculty member holding this alternative contract, teaching during the spring semester, as well as the Intersession, will be considered special session teaching and will be compensated accordingly. Additionally, should the faculty member holding this contract become the chairperson of the Physical Therapy department, he or she will receive what is usually called “summer compensation” for services rendered during the spring semester.
- F. Notice of non-reappointment, or of an intent to recommend to the President non-reappointment, of a probationary faculty member holding this alternative contract will be given in writing to the candidate at least three months prior to the expiration of the contract in the first academic year of service, at least six months prior to the expiration of the contract in the second academic year of service, and at least twelve months prior to the expiration of the contract in the third and subsequent academic years of service at the University.
- G. In the event that the faculty member holding this alternative contract elects to return to a regular fall and spring semester schedule, he or she must notify the chair of the department and the Dean of PCPS of this intention by September 15 of the year prior to the academic year in which the faculty member wishes to return to a standard contract.
- H. A faculty member wishing to return to a standard contract will not be paid during June, July and August of the year before he or she begins his or her new regular contract.
- I. In the event that the faculty member holding this alternative contract elects to terminate his or her service to the University, he or she shall offer written notice of this intention to resign to the Provost/AVP at least 120 days before the date of contract expiration. The effective date of departure shall not fall within the summer or fall semesters. No resignation will be permitted to become effective during the first 30 days after the starting date or renewal date of a contract, except by mutual consent.
- J. If the faculty member holding this alternative contract is not serving as a department chairperson, he or she shall be exempt from the responsibility to participate in University and department faculty meetings as stipulated in Section 5.4.H of the Faculty Handbook during the spring semester only. However, the faculty member does retain the right to participate voluntarily in any or all spring semester meetings. The faculty member shall also be informed of the agenda and supplied with the minutes of all such meetings. The faculty member maintains responsibility for all other general responsibilities as listed in Section 5.4 of the Faculty Handbook.
- K. The arrangement of this alternative contract provides for a different, but no more or less legitimate, way for a faculty member to fulfill the responsibilities outlined in Sections 5.4 and 5.5 of the Faculty Handbook. No member of the faculty or administration may use the

alternative nature of this contract or its provisions, in and of themselves, as a basis for assessment during the annual evaluation and/or rank and tenure process.

- L. The terms and conditions agreed to herein shall not form a precedent in determining the rights, responsibilities, or employment status of any current or future faculty member.
- M. The exceptional stipulations contained within this individual agreement do not in any way modify or replace the general provisions of the Faculty Handbook or any other component of the collective bargaining agreement. Changes to any part of the collective bargaining agreement that do not conflict with the terms of this agreement will immediately apply to the faculty member holding this alternative contract.
- N. The members of the Physical Therapy Department shall be fully informed of the terms and conditions of this agreement.

Article 34. Handbook Section 13.2 (Pregnancy and Childbirth)

Handbook Section 13.2 will be sent back to the Handbook Committee by October 1, 2009 for potential revision, with resolution by May 31, 2010.

Article 35. Laboratory and Clinical Course Workload Equivalency

A. Contract Year 1 (2009-10):

1. There will be no change to the current full-time faculty workload credit:contact hour ratio (hereafter, W:C ratio) from what exists currently;
2. Academic departments whose faculty are impacted by the laboratory/clinical course workload equivalency issue (including those departments in which a 1:1 W:C ratio is currently employed) will begin to investigate potential curricular and scheduling changes that may be adopted to enhance the sustainability of the 1:1 W:C ratio rules described in Section B.1. below;
3. Academic departments that are impacted by the new W:C ratio rules described below will begin to determine and define any new departmental faculty positions that will be required to deliver departmental course offerings under the new W:C rules and may, with the approval of the Provost/VPAA, begin searches to recruit the necessary faculty.
4. Both FAC and FPC agree that the increase in teaching power needed to implement 1:1 W:C is the equivalent of seven full-time faculty positions. It is agreed these seven faculty equivalents will be achieved through the addition of full-time faculty positions and through programmatic changes that free up credit hours. Provided that FAC agrees to identify programmatic changes in the major equivalent to three full-time faculty positions, according to the process and timing described here, the administration will commit to providing four full-time faculty positions to the participating departments in order to provide the teaching power needed to implement 1:1 W:C rules.
5. Beginning no later than 31 March 2010, the Provost, through a designated academic administrator, will convene a committee consisting of the affected Deans and Chairs and a FAC officer to prepare a report to the Provost detailing how the planned programmatic

changes will free up 13 credit hours/semester for contract year 2 and will free up a remaining 20 credit hours/semester for year 3.

6. The Provost, by 30 April 2010, in consultation with the committee, will determine if the plan is sufficient to move forward with the 1:1 W:C rules. The Provost will not unreasonably decide against the consensus decision of the committee. If the committee report identifies that programmatic changes are insufficient, the Provost will direct the deans and department chairs to continue their efforts until the plan is sufficient. If by 10 May, 2010 the Provost/VPAA, in consultation with the committee, determines that a sufficient plan is not yet in place, then the clock is stopped on implementation of the plan described in section 2 until a sufficient plan is produced. If a sufficient plan is produced by 31 December 2010, implementation of section 2 will begin in the fall of 2011.
7. After receiving Provost approval for the plan proposed by the committee described in A.5., individual departments must submit to the university governance system, following ordinary procedures, those aspects of their curricular proposals that require such vetting. Implementation of the subsequent sections of the agreement shall proceed in advance of governance system approval of those vetted aspects of the committee-approved plan. However, continuation of the new W:C rules into the future ultimately will require such governance system approval.

B. Contract Year 2 (2010-11):

1. New W:C rules will be implemented as follows. A 1:1 W:C ratio for full-time faculty will be implemented for all laboratory or clinical courses that satisfy any of the following criteria:
 - a. the course number is 200 or above (with the exception of 200 level Organic Chemistry course sections taught by Graduate Assistants, and single-section laboratory or clinical courses with an enrollment of 6 or fewer);
 - b. the course has received a Writing Intensive designation; or
 - c. the course has received a departmental and decanal designation as one primarily employing inquiry-based learning or problem-based learning.
2. For Contract Year 2 only, in so far as the change in the W:C ratio creates an increase in the number of faculty workload credits that must be carried by the department, the current full-time faculty of departments affected by the new W:C rules agree collectively to carry course overloads as needed (within the limitations of Faculty Handbook Section 5.7 where possible, but by temporary waivers by MOU's where necessary) to deliver the required departmental course offerings;
3. If the report in section A.5. shows that the goals in program credit reduction and delivery for year 2 will be met, then the administration will commit to funding no more than 70 credits/semester in laboratory overloads across the participating departments in contract year 2.
4. Academic departments whose faculty are impacted by the laboratory/clinical course workload equivalency issue will, as needed, advance through the University governance system any curricular changes that have been identified to enhance the sustainability of the 1:1 W:C ratio rules. Such departments also will begin to implement any other course

scheduling or other course offering changes that have been identified to enhance the sustainability of the 1:1 W:C ratio rules;

5. If the report in section A.5. shows that the goals in program credit reduction and delivery for year 3 will be met, the Provost will approve and academic departments will commence searches for hiring of the remaining full-time faculty committed by the administration. The administration, in collaboration with the participating departments, reserves the right to commit to some of this hiring during year 1, as per section A.3.

C. Contract Year 3 (2011-12):

1. It is expected that academic departments whose full-time faculty are impacted by the laboratory/clinical course workload equivalency issue will continue to operate into the future under the new W:C rules described under Section B.1. above;
2. The employment of new full-time faculty, as well as the implementation of curricular changes and course scheduling changes required to sustain the new W:C rules, will be put completely in place by May 31, 2012.
3. In the event that programmatic and curricular changes are not completely in place, the 1:1 W:C rules will be implemented to the extent that the programmatic and curricular changes are partially in place. In that event, the Provost, in consultation with the committee, will determine how to move forward with the 1:1 W:C rules.

Article 36. Administration and Coordination of Faculty Benefits

The University will establish a committee, which will include an equal number of representatives of faculty and administration, designed to ensure effective communication between faculty and administration on the delivery of benefits. The Committee will serve in an advisory role on the effective delivery of benefits, and members will report to their constituencies as determined by each constituency.