

## MEMORANDUM OF UNDERSTANDING

Extending the collective bargaining agreement of  
The University of Scranton and Faculty Affairs Council  
for the period effective  
September 1, 2021 through August 31, 2022.

Unless otherwise specifically modified herein, any and all deadlines and/or timeframes contemplated by and contained in the underlying contract between The University of Scranton and the Faculty Affairs Council, that went into effect on September 1, 2015, and were extended by the March 2017 Contract Extension Memorandum, through August 31, 2020, and extended by the June 2020 contract extension memorandum, through August 31, 2021, shall be extended for the full duration of this Contract Extension and shall not expire or lapse until the expiration date of this Contract Extension, at midnight on August 31, 2022.

In addition, unless otherwise specifically modified herein, any conditions of the underlying contract and memorandums of understanding between the University of Scranton and Faculty Affairs Council, that were in effect at the time of agreement to this Contract Extension, shall be extended for the full duration of this Contract Extension and shall not expire or lapse until the expiration of this Contract Extension, at midnight on August 31, 2022.

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.

### Article 5: Salary

**A. Minima:** Minima in rank for 2021-2022 will be:

<u>Rank</u>	<u>2021-2022</u>
Professor	\$97,489
Associate Professor	\$78,474
Assistant Professor	\$56,494
Instructor	\$35,310
Lecturer	\$29,424
Faculty Specialist	\$29,424

**B. Promotion Salary Adjustment** for 2021-2022 will be:

<u>Rank</u>	<u>Promotion Bonus</u>
Professor	\$9,250
Associate Professor	\$6,250
Assistant Professor	\$3,750

Promotion bonuses will be funded outside the basic salary package.

**C. Basic Salary Package:**

Effective September 1, 2021, bargaining unit members employed by the University on February 15, 2021 and still employed on September 1, 2021 will receive a one-time, taxable stipend of \$3,500 (gross amount prior to taxes) payable in the November 2021 paycheck.

**D. Order of Distribution:** The distribution will be made in the following order:

- a. Each faculty member will receive the stipend identified in 5.C above.
- b. Members of the bargaining unit who are promoted in rank will receive the promotion bonus described in 5.B above.
- c. After application of the promotion bonus provisions, any faculty member whose salary is below the minimum for their rank will have their salary increased to the minimum of their rank as indicated in 5.A above.

**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 8.1.c. 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.

<u>Session</u>	<u>2021-2022</u>
Fall/Spring Semester	\$1,650
Special Session	\$1,650

**Article 14. Pension**

- A. The University makes two pension plans available to lay faculty: TIAA and Transamerica Retirement Solutions. Jesuit faculty participate in the USA East 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 Transamerica Retirement Solutions or TIAA, 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 Transamerica Retirement Solutions or a Group Supplemental Retirement Annuity (GSRA) with TIAA. 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 20½ 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 Office of Human Resources.
- G. Faculty members may transfer existing pension balances, within the contractual limitations set forth by TIAA and Transamerica Retirement Solutions, 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 Transamerica Retirement Solutions balance (fixed and equity accounts). The faculty mandatory account (403[b] with both carriers) may be transferred to the alternate carrier without restriction.
- H. FAC and FPC agree that a committee will be established in the fall of 2021 to review and make a recommendation to FAC EC and the Provost/SVPAA on the consolidation of the two plans into one with TIAA. The committee will consist of equal representatives four (4) from the faculty, selected by the FAC EC, and four (4) from Administration, selected by the Provost/SVPAA. The committee will meet and consider information on this recommendation in the fall with a recommendation presented no later than the final day of the Fall 2021 term, December 18, 2021.

  
 Jeffrey Gingerich  
 Chairperson, FPC

Date

  
 Stacey Muir  
 Chairperson, FAC

Date