

UNIVERSITY OF SCRANTON

FACULTY CONTRACT

Effective September 1, 2022

through

August 31, 2025

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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, 2022 (except where explicitly indicated otherwise), and shall remain in force and effect to, and including, midnight August 31, 2025. 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 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/SVPAA). 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/SVPAA 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/SVPAA within ten days. FAC may, within this 10-day period,

request a conference with the Provost/SVPAA to discuss concerns related to a particular academic calendar. The Provost/SVPAA will arrange for this conference prior to approving the academic calendar(s). The Provost/SVPAA shall also notify the University community of the approved calendar.

Article 5. Salary

A. Minima

Minima in rank for the *three (3)* years of the contract will be as follows:

| <u>Rank</u> | <u>2022-23</u> | <u>2023-24</u> | <u>2024-25</u> |
|---------------------|----------------|--|----------------|
| Professor | \$97,489 | Increase by one-half of ATB* each year | |
| Associate Professor | \$78,474 | “ | |
| Assistant Professor | \$56,494 | “ | |
| Instructor | \$46,000 | “ | |
| Lecturer | \$46,000 | “ | |
| Faculty Specialist | \$46,000 | “ | |

*ATB – Across-the-Board salary increment, described in part D below.

Minima increases will be funded outside the basic salary package.

B. Promotion Base Salary Adjustment

Promotion salary adjustments for each of the **three (3)** years of the contract will be as follows:

| <u>Rank</u> | <u>2022-25</u> |
|---------------------|----------------|
| Professor | \$9,250 |
| Associate Professor | \$6,250 |
| Assistant Professor | \$3,750 |

Promotion base salary adjustments will be funded outside the basic salary package.

C. Base Salary Adjustment for Faculty Specialists

1. After the first five (5) consecutive years of employment of a Faculty Specialist, subject to a successful annual written performance evaluation and continued departmental or programmatic need leading to a sixth year of employment, a Faculty Specialist will receive a \$2500 increase to base salary effective at the start of their sixth consecutive year of employment.
2. Any Faculty Specialist employed for six (6) or more consecutive years as of September 1, 2022 will receive a \$500 increase to base salary effective September 1, 2022.
3. This base salary adjustments will be funded outside the basic salary package.

D. Basic Salary Package

- 2022-23 The entire salary package will be distributed across-the-board (ATB). Bargaining unit members employed by the University on February 15, 2022 and still employed on September 1, 2022 will receive an ATB increment equal to 4% of base pay, effective September 1, 2022.
- 2023-24 The entire salary package will be distributed ATB. Bargaining unit members employed by the University on February 15, 2023 and still employed on September 1, 2023 will receive an ATB increment equal to 5% of base pay, effective September 1, 2023.
- 2024-25 The entire salary package will be distributed ATB. Bargaining unit members employed by the University on February 15, 2024 and still employed on September 1, 2024 will receive an ATB increment equal to 3.5% of base pay, effective September 1, 2024.

E. Order of Distribution

The distribution will be made in the following order for each academic year 2022-23, 2023-24, and 2024-25:

1. Each faculty member’s salary will first be increased by the across-the-board increment.
2. Members of the bargaining unit who are promoted in rank will then receive the promotion base salary adjustment described in Section B above.
3. After application of the across-the-board and the promotion base salary adjustment provisions, any faculty member whose salary is below minimum for their rank will have their salary increased to the minimum of their rank as indicated in Section A above.
4. The base salary adjustment for Faculty Specialists qualifying under Section C above will be distributed.

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>2022-23</u> | <u>2023-24</u> | <u>2024-25</u> |
|----------------------|----------------|----------------|----------------|
| Fall/Spring Semester | \$1,675 | \$1,730 | \$1,750 |
| Special Session | \$1,675 | \$1,730 | \$1,750 |

B. Readers, Tutorials, Independent Study and Thesis

Faculty members supervising a reader course, a tutorial course, an independent study course, or a thesis experience will be compensated for each student they supervise at the per-credit-hour rate shown below.

| <u>2022-23</u> | <u>2023-24</u> | <u>2024-25</u> |
|----------------|----------------|----------------|
| \$200 | \$215 | \$225 |

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/SVPAA. The money for all special adjustments is excluded from the calculated cost of the contract. These special adjustments serve five specific purposes: 1) to correct obvious problems in base salary which may develop for a variety of reasons, 2) to make market corrections to retain valued faculty members; 3) to counter, match, or exceed bona fide written offers from other institutions; 4) to reward professional contributions to the University of an extraordinary nature; and 5) 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 levels based upon scores generated by the formula summarized below and detailed in Handbook Section 4.5. The score is meant to quantify chair workload. Variables of the formula include: 1) total number of sections of courses delivered by a department (Sections); 2) the number of majors within a department (Majors); 3) the number of academic programs within a department (Programs); 4) the departmental budget, calculated from specific 700 and 800 budget lines (Resource Management); and 5) Additional Responsibilities. The first four variables are translated into a scale of 0 to 10, scaled by maximum values, as described in Handbook Section 4.5. The fifth variable is given a value of 0 or 5, based upon whether or not a department has any of the stipulated additional responsibilities (Handbook Section 4.5). The score for each department is calculated as the sum of the values of the five variables listed above, with the values of the first two variables (Sections, Majors) doubled, thus enabling a possible maximum score of 65. The score for each department will be recalculated by March 31 of the year of expiration of the contract by a FAC/FPC subcommittee drawn from the current negotiating teams, based upon data from the three years of the expiring contract. The number of different levels into which departments are divided, based upon the range and distribution of departmental scores, will be subject to negotiation for the successor contract.

For the current contract, the departments have been divided into three levels, I, II and III, as detailed below.

| | | |
|--|--|---|
| <p>Level I: Biology Chemistry Counseling & Human Services Economics & Finance Education Health Administration and Human Resources Health & Human Performance Management, Marketing, & Entrepreneurship Nursing</p> | <p>Level II: Accounting Communications & Media Computing Sciences English & Theatre History Operations & Analytics Occupational Therapy Physical Therapy Physics & Engineering Psychology</p> | <p>Level III: Mathematics Philosophy Political Science Sociology, Criminal Justice, & Criminology Theology/Religious Studies World Languages & Culture</p> |
|--|--|---|

The compensation plan for department chairs will be as follows:

| Level | Compensation during Academic Year | Summer Compensation |
|-------|-----------------------------------|---------------------|
| I | 5 units † | 4 credits |
| II | 4 units * | 3 credits |
| III | 3 units * | 3 credits |

† At least one unit must be released time and at least one unit must be direct payment.

* At least one unit must be released time.

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 II chair, except that the Chair of FAC does not participate in the summer compensation plan. The Chair of the Department of Faculty Librarians will receive a stipend equal to three 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.

Chairs will meet with their Dean annually to discuss their performance in leading their department for the purposes of professional development and improved support in their role. During this discussion, the department's peer review results will be discussed with the chair. This review by the Dean will remain confidential. This review does not preclude the Dean from extending, in the Dean's discretion, any recognition or reward for exemplary service.

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 and Major Medical (excluding prescriptions) with a \$2,000,000 lifetime limit (BC/BS/MM), and (2) Blue Cross/Blue Shield Access, a preferred provider organization (PPO) plan; and (3) First Priority Health, a point of service (POS) plan. The Traditional Indemnity Plan will only be available to those who elected Traditional Indemnity Coverage as of January 1, 2015. The parties will extend grandfathering rights to those who so elected Traditional Indemnity Coverage for as long as such a plan is available in the geographic market. 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 Office of Human Resources.

Insurance Plan Co-pays for PPO and POS healthcare plans will be as follows:

| | |
|--|------|
| 1. Primary Office Visit Copay | \$20 |
| 2. Specialist Office Visit Copay | \$30 |
| 3. Emergency Room Copay | \$50 |
| 4. Urgent Care Copay | \$25 |
| 5. High-tech Imaging Copay | \$25 |
| 6. Outpatient PT/OT/Speech Therapy Copay | \$20 |
| 7. Chiropractic Copay | \$20 |

The major medical deductible for the Traditional Indemnity Plan is \$150.

- 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 two 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. Employees electing any level of coverage will pay 20% of total premium cost through payroll deduction.
- 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 a \$1200 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 Office of Human Resources.
- E. The University provides vision coverage through Highmark 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. Vision coverage will include professional eye examinations (including dilation when professionally indicated) and spectacle lenses or contact lenses every 12 months. Further 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 Office of Human Resources.
- F. University health insurance plans will cover only indirect abortion services which are necessary to avert the death of a woman. 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.

The University will reimburse a faculty member 100% of specific, documented and itemized expenses, consistent with its abortion coverage policy outlined in the prior paragraph, incurred in the healing process (for self, spouse and/or eligible dependents) from an act of rape or incest (committed on self, spouse and/or eligible dependents), up to a maximum of \$10,000. Any such reimbursement would be secondary to, and require the exhaustion of, any applicable University or government benefit.

In addition, any untenured faculty member who has survived an act of rape or incest will have the option to postpone the tenure review date by one year, in accordance with the timeline for notification specified in the *Faculty Handbook*, Section 21.3.C. Such an opportunity for postponement of the tenure review date will also be extended to faculty members whose immediate family member has endured an act of rape or incest. Additionally, any faculty member who has survived an act of rape or incest and who applies for short term disability benefits but is denied coverage will be permitted to use of a future entitlement to a six-month sabbatical.

There will be no deadline to report an act of rape or incest, but eligibility for reimbursement as outlined in paragraph two of this subsection and postponement of tenure review as outlined in paragraph three of this subsection will be limited to survivors of rape or incest incidents that occur after the ratification of the 2015-18 contract.

In reporting acts of rape or incest under paragraphs two and three of this subsection, a faculty member will provide to the University's Office of Human Resources a signed affirmation from the faculty member's primary care physician or other appropriate health care provider that the act occurred. The Office of Human Resources will insure the confidentiality of reporting, reimbursement and/or postponement of tenure review covered in this article.

- 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" (as defined by IRS Section 125) 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 the Office of 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.
- J. Nothing shall preclude the University from, at its sole discretion, adding medical insurance

plans.

The University has the sole discretion to select insurance carriers or administrators or to be self-insured for all of its medical insurance plans. The University may add carriers or administrators or elect to be self-insured or self-administer such plans at any time, provided that the University must notify FAC in writing at least sixty (60) days prior to effecting such change. For the term of this Agreement only, FAC must approve any such change in carriers or administrators.

For the term of this Agreement only, the University may not delete or modify existing medical insurance plans nor may it delete carriers or administrators.

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 the University's Office of Human Resources.

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 the faculty member's 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, the Office of 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 the employee's regular occupation; and 2) unable to earn 80% or more of the employee's Indexed Earnings from working in the employee's 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 Office of Human Resources.

- 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 \$100,000 in Accidental Death & Dismemberment 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 Office of Human Resources.

Article 14. Retirement Plan

A. Until May 31, 2023, the University makes two retirement plans available to lay faculty: TIAA and Transamerica Retirement Solutions. Jesuit faculty participate in the USA East Province retirement fund. As of June 1, 2023, the University makes a TIAA retirement plan available.

For bargaining unit members employed by the University on August 31, 2022, contributions total 14% of salary, and are shared by the University and employee. For bargaining unit members whose employment begins after August 31, 2022, contributions total 12% of salary, and are shared by the University and employee. The employee contribution is 4%. The University contributes the difference between the required employee contribution and each faculty member's total specified contribution.

B. Until May 31, 2023, employee contributions 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. As of June 1, 2023, employee contributions are directed to a Group Supplemental Retirement Annuity (GSRA) with TIAA. 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.

D. Nothing contained herein shall serve to modify allocations selected prior to August 31, 1994.

E. All retirement plans provide for 100% immediate vesting. Participation is mandatory and begins on the 1st day of the plan year (June 1) following attainment of one semester of service.

F. Specifics of each retirement 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.

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, 2022 to May 31, 2025.

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, 2022 and continues in force as part of the collective bargaining agreement that expires on August 31, 2025.

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 fifteen (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 fifteen (15) but no fewer than twelve (12) 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 two (2) academic years but no fewer than one academic year. Faculty who initially opt for fewer than two academic years may petition the Provost/SVPAA for a one-time extension of the phased retirement period up to the maximum of two 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. For the maximum period of phased separation and continuing for one additional year, the health, dental, and vision benefits and the cost-share formula set forth in this Agreement for full-time faculty shall continue for the faculty member, spouse, and eligible dependents, provided however, that if the faculty member or spouse is Medicare eligible at the end of the actual phased separation period, the University will provide and pay for Medicare wraparound health insurance (e.g., Senior Blue) through the University’s Medicare wraparound program. Such retired faculty member/spouse is responsible for paying the faculty member/spouse’s own Medicare Part B premiums.
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.
2. The administration may decide to hire a full-time faculty member to replace a phasing faculty member during the phased separation period.

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.B. of the Faculty Handbook.
2. Health Insurance for the retiree: Following the period set forth in Section E.1, and for a maximum of two years thereafter, the dental and vision benefits set forth in this Agreement for full-time faculty shall continue, and for faculty who are Medicare-eligible, the University will provide and pay for Medicare wraparound health insurance (e.g., Senior Blue) through the University's Medicare wraparound program. The retired faculty member is responsible for paying the faculty member's own Medicare Part B premiums. For faculty who are not Medicare-eligible during this period, the University will contribute the amount equal to the Medicare-wrap around costs to the University health insurance plan premium for each plan year until the faculty member becomes Medicare-eligible. The faculty member is responsible for contributing the balance of the premium costs. Beyond the two-year period specified here, the retiree may continue to participate in the University's wraparound health insurance plan, and dental and vision plans, provided the retiree pays 100% of the applicable health, dental and vision coverage premiums.
3. Health Insurance for the retiree's spouse and/or eligible dependents: Following the periods set forth in Section E.1, the retiree's spouse and/or eligible dependents may continue to

participate in the University's health insurance plans, provided the retiree pays 100% of the applicable health insurance premium. If the retiree dies, the retiree's spouse and/or eligible dependents may continue to participate in the University's health insurance plan as long as the retiree's spouse and/or eligible dependents pay 100% of the health insurance premium.

4. Dental and Vision Coverage for the retiree's spouse and/or eligible dependents: Following the periods set forth in Section E.1, the retiree's spouse and/or eligible dependents may continue to participate in the University's dental and vision plans, provided the retiree pays 100% of the applicable dental and vision coverage premiums. If the retiree dies, the retiree's spouse and eligible dependents may continue to participate in the University's dental and vision plans as long as the retiree's 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/SVPAA by February 1 of the preceding academic year of the 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, provided that the faculty member provides notice to the Provost/SVPAA 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 the faculty member 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
- 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 means any actual or alleged error, omission, act, misstatement, neglect or breach of duty in the discharge of duties to or on behalf of the University. 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 the faculty member's 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.

The Executive Committee of FAC will encourage faculty members to attend University-sponsored sessions 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 Office 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/SVPAA in consultation with the chairpersons of FAC/FPC. The Office 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.

Each academic year, beginning in 2013-14, the University will award three \$2000 scholarships to Scranton Preparatory School to dependents of unit members hired on or after September 1, 1994. These will be awarded through a competitive process based on entrance exam scores, with the dependents with the three highest scores receiving the scholarship award. The \$2000 scholarships will be maintained for four years of attendance at Scranton Preparatory School. The administration will develop the application procedure upon execution of the Agreement.

B. Wyoming Seminary Tuition Discount:

In accordance with the University's agreement with Wyoming Seminary Preparatory School (Wyoming Seminary), Wyoming Seminary provides full-time faculty with dependent children enrolled at Wyoming Seminary:

1. in an academic session prior to the start of the 2018-19 academic year in any grade, kindergarten through twelfth grade, with a 40% tuition reduction during any academic session.
2. since the start of the 2018-19 academic year, in any grade, kindergarten through twelfth grade, a 30% tuition reduction during any academic session.

These tuition reductions are 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. The University's administration will inform the Executive Committee of FAC and all bargaining unit members of termination of this agreement or changes to this agreement (hence a new agreement) in a timely manner.

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's Office of Human Resources. 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. Full-Time Faculty Librarians

The following apply to full-time faculty librarians:

| | |
|-----------------------|---|
| Work day | Seven (7) hours per day |
| Days per week | Five (5) days per week |
| Vacation days | Twenty-two (22) per contract year. Maximum of five (5) may be transferred to the following year. |
| Personal days | Six (6) per contract year (not transferrable). |
| Sick leave | Full-time faculty librarians will receive unlimited sick leave time, but not in contravention of short-term and long-term disability. |
| Research release time | Up to seven (7) work days per contract year are available to full-time faculty librarians for research outside of the Library. Up to seven (7) may be transferred over for a maximum of fourteen (14) days per contract year. This may include continuing education relevant to a faculty member's position or coursework relevant to promotion or tenure. Prior approval by the Dean of the Library is required. A written follow-up report is also required to be submitted to the Dean of the Library. |
| Compensatory time | Compensatory time may be accrued for activities required as part of the faculty member's job requirements that occur outside of the faculty member's regular working hours such as conducting on-campus seminars and workshops, teaching Information Literacy, or participating in University committee meetings. Compensatory time may not be accrued for activities that are not required as part of the faculty member's job requirements such as travel time for days a faculty librarian would normally not be at work or for hours of travel to/from conferences; any position for which a faculty librarian is paid beyond the regular contract; volunteer activities; personal appointments. |

Article 25. FAC Officers' Released Time

The Chair of FAC will be treated as being a level II chairperson, except that the Chair of FAC 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 26. 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 27. 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 28. 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 29. 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 will be co-chaired by the Provost/SVPAA and the FAC Chair, and the remaining membership will consist of at least two additional FAC officers, additional FAC members appointed by the Executive Committee of FAC, and additional non-FAC members appointed by the President (or the President's delegate). The FHBC will meet only if both co-chairs are present, unless the co-chairs mutually agree otherwise.

Article 30. 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 (Jefferson Ave) | 40 |
| F (Long Center – rear) | 13 |
| N (333 Madison Ave) | 10 |
| T (Parking Pavilion) | 96 |
| B (Alumni Memorial Hall) | 3 |
| TOTAL | 172 |

In addition, full-time faculty members may park in the Ridge Row Lot.

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 Services Office of the parking problem. The Parking Services 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 the FAC Contract Administrator officer and a designated FPC member.
- f. Faculty members are expected to report all parking problems to the FAC Contract Administrator 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 one FAC officers and one FPC member will be established. The University's Parking Services Office will forward to the committee monthly reports of parking violations and utilization problems. The committee will meet only when necessary, except that it shall meet at least once a semester to evaluate the monthly reports of parking violations and utilization problems and any significant problems brought to the attention of the officers of FAC by the faculty. 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. Specifically, if FAC reports that one or more faculty members experienced recurrent difficulties in locating designated parking, appropriate adjustments will be made.

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 \$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 31. Adoption Assistance Plan

The University will reimburse the faculty member 80% of specific, documented and itemized adoption expenses up to a maximum of \$3,000 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 parent 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 the faculty member's total employment with the University is \$6,000.

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.

The reimbursements described in this article will be available to faculty members who are adopting a child and to faculty members and dependents who are placing a child for adoption.

Article 32. Alternative Contract Arrangements

In some cases the dean may approve a position constituted in such a way that a faculty member's contract rule refers to the summer and fall semesters or spring and summer 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. Except for situations in which an individual is specifically hired into a position that would constitute an alternative contract arrangement, only tenured faculty members will be asked on an individual basis to consider accepting such arrangements.
- B. If a current faculty member on a regular contract makes the transition to this alternative contract arrangement, this faculty member will receive a check on May 1st of the last year of the standard contract, which will represent the faculty member's 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, this faculty member 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, the faculty member must notify the chair of the department and the Dean 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 the faculty member begins the new regular contract.
- I. In the event that the faculty member holding this alternative contract elects to terminate service to the University, the faculty member 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, this faculty member 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 regular semester that the faculty member is not teaching. However, the faculty member does retain the right to participate voluntarily in any or all “off” 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. Applicable Department Chairs will be consulted whenever an alternative contract arrangement is being considered and the faculty members of the affected departments shall be fully informed of the terms and conditions of this agreement.

Article 33. Laboratory and Clinical Course Workload Equivalency

For all laboratory or clinical courses taught by full-time faculty, a 1:1 workload credit:contact hour ratio applies if the course satisfies 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.

Article 34. Benefits Committee

The University will continue the Benefits Committee established under the 2009-12 contract, 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. The Committee will meet at least once a semester.

Article 35. Program Directors

- A. Program Directors are recognized as having important duties and responsibilities in directing an academic program. Program Directors typically work closely with Department Chairpersons in providing services to students in programs within departments and in other areas of the University. The University retains the right to decide which academic programs need a Program Director and how many Program Directors to have.
- B. All Program Directors must be tenured or tenure-track members of the full-time faculty unit.
- C. With the Provost's approval, and after considering the recommendation of the Department Chairperson, Program Directors are appointed by the Dean. The appointment may be for a one- or two-year term which is at the discretion of the Dean.
- D. A Program Director can have various duties that will be stated in the appointment letter. The following list only illustrates some examples of the duties that Program Directors might have. It is not meant to be an exhaustive list nor will every Program Director necessarily be responsible for all such listed duties:
 - 1. Directing an academic program
 - 2. Conducting an academic program of study
 - 3. Representing the program in any necessary meetings within the University or external to the University
 - 4. Assessing program performance, progress, and outcomes
 - 5. Conducting periodic reviews of the program, including five year reviews of academic programs as may be required by the University
 - 6. Preparing program specific goals and objectives to be included in department annual reports
 - 7. Working with the relevant department chairs and program faculty on teaching schedules, including assignments of part time faculty and adjunct faculty;
 - 8. Maintaining and modifying program manuals and materials
 - 9. Preparing changes to the course catalogs each academic year
 - 10. Arranging for external mentors, reviewing external quality standards, interacting with various stakeholders

11. Working with department faculty on program specific accreditation and certification and preparing program specific accreditation and certification reports
 12. Conducting marketing efforts to maintain enrollment, promotion of the program and recruitment of new students (done in conjunction with other administrative and academic departments)
 13. Other duties as stated in the appointment letter
- E. Program Directors may be required to work during the summer as well as during the normal academic year as a condition of their appointment and this will be taken into account in setting their compensation.
- F. The University retains the right to create or eliminate Program Director positions in any School or College at its sole discretion. Further, the University retains the right not to reappoint Program Directors to subsequent terms either because, in its judgment, there is no longer a need for the position or because of individual performance considerations. The non-reappointment of a Program Director will not affect the faculty member's status as a full-time faculty member.
- G. Program Directors will be paid as follows:
1. Due to the variation in Program Director duties, and variations in the length of appointment, the compensation for such work will vary. The University agrees that the minimum payment for such work will be the three-credit overload rate (fall/spring rate) and a three-credit reduction in teaching load. For purposes of released time, Program Directors will be considered to be on a 21-credit load.
 2. Deans will decide upon the level of payment and/or released time for Program Directors after consultation with the Department Chair and with the faculty member who is to serve as Program Director. The Dean shall also take into account a number of variables in setting the compensation level. Such variables shall include, but not be limited to, the size, complexity, and importance of the program; the Director's expected responsibilities in the areas of program marketing; recruitment of students into the program; responsibilities with the faculty, students and administration; program performance; course/curriculum work; accreditation work; and other duties.
 3. The Dean shall not act arbitrarily or capriciously in setting the level of payment and/or released time.
- H. The University will provide the Executive Committee of FAC with a list of Program Directors and their compensation and/or released time for an academic year no later than November 1 of that year.

Article 36. Online Course Compensation

A. Stipends for Delivering an Online Course in an Online Program

The stipend for delivering an online course in an online program will be as follows:

1. Incentive†
 - a. Fall 2022: \$1,850 for a three or more credit hour course; \$925 for less than a three-credit hour course
 - b. Intersession through Summer 2023: \$400 per credit hour

- c. 2023-24: \$333 per credit hour
 - d. 2024-25: \$333 per credit hour
2. Royalty: \$100 per credit hour

† The incentive will be paid when the online course in an online program is taught as an overload during the Spring or Fall semester, or when it is taught as part of a special session (such as January Intersession or summer sessions).

B. Stipends for Initial Online Course Development or Substantial Online Course Revision

Faculty may receive stipends for the initial development or the substantial revision of an online course, regardless if in an online program.

A “substantial revision” of an existing on-line course is defined as:

- a change in student learning outcomes or a change in assessment of student learning outcomes; or
- a change in pedagogical approach in a significant portion of the course; or
- significant incorporation of different or innovative instructional technologies; or
- other types of revisions deemed as substantial by the college dean.

For a faculty member to receive a development or revision stipend, they must obtain a letter from their home dean indicating either support for initial development for an existing course or a new course in a fully on-line format in order to meet programmatic needs or support for a stipend for substantial revisions of an existing on-line course in order to meet programmatic needs. The stipend will be paid upon submission of the work product to the Dean and the Dean’s approval of the work product.

The Stipend for developing or substantially revising an online course will be as follows:

1. Initial development \$1,500 stipend per credit hour
2. Substantial revision \$600 stipend per credit hour

Article 37. Reimbursement of Faculty Expenses Related to Maintenance of Program Certification or Accreditation

Each faculty member is required to maintain the necessary standards required by their academic program and any professional accreditation standards. The Dean will determine and provide resources needed to maintain an academic program’s accreditation or certification within a particular college. To determine such needs, the Dean will review the accreditation standards and processes for continuous programmatic improvement within the college. Faculty will be reimbursed for incurred expenses that, in the judgment of the Dean, are necessary for maintaining academic program accreditation or certification. In order to receive reimbursement, the faculty member must receive prior approval by the Dean. The Dean’s determination of necessity will be based on the official standards and requirements of the relevant accreditation or certification body and in consultation with program faculty.

Article 38. Early Childhood Learning

Children of faculty members, or the children of their eligible dependents, who are conceived in rape or incest will receive priority placement and a 100% discount at any early childhood learning center affiliated with the University of Scranton.

In reporting acts of rape or incest under this article, a faculty member will provide to the University's Office of Human Resources a signed affirmation from the faculty member's primary care physician or other appropriate health care provider that the act occurred. The Office of Human Resources will insure the confidentiality of this information.