

**UNIVERSITY OF SCRANTON**

**FACULTY CONTRACT**

**Effective September 1, 2022**

**through**

**August 31, 2025**

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Article 1. Witnesseth

### **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.



#### **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%

**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**

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

**Level I:**

Biology  
Chemistry  
Counseling & Human Services  
Economics & Finance  
Education  
Health Administration and Human Resources  
Health & Human Performance  
Management, Marketing, & Entrepreneurship  
Nursing

**Level II:**

Accounting  
Communications & Media  
Computing Sciences  
English & Theatre  
History  
Operations & Analytics  
Occupational Therapy  
Physical Therapy  
Physics & Engineering  
Psychology

**Level III:**

Mathematics  
Philosophy  
Political Science  
Sociology, Criminal Justice, & Criminology  
Theology/Religious Studies  
World Languages & Culture

The compensation plan for department chairs will be as follows:

**Level      Compensation during Academic Year**

## **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





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.

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

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

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 based on the employee's regular 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 regular



**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 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 ~~plan~~.

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dule 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. rce 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



the applicable health insurance premium. If the retiree dies, the retiree's spouse and/or as long as the retiree's spouse and/or eligible dependents pay 100% of the health insurance premium.

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the retiree pays 100% of the applicable dental and vision coverage premiums. If the retiree dies, the 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**

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.

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- 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 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.

**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 consultat

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.

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

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.





- 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.





- 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

- 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 t detan0tors

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 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-



