

UNIVERSITY OF SCRANTON

FACULTY CONTRACT

Effective September 1, 2015
through
August 31, 2022

*With a Memorandum of Understanding executed in March 2017
that extended the original 3-year contract from
September 1, 2018 through August 31, 2020*

With a Memorandum of Understanding executed in June 2020
(copied in its entirety on pages *i – ii*)
that extended the original 3-year contract from
September 1, 2020 through August 31, 2021

With a Memorandum of Understanding executed in August 2021
that extended the original 3-year contract from
September 1, 2021 through August 31, 2022

Changes related to the Memorandum of Understanding executed in March 2017 are
imbedded as *bold italics* or by strikeouts.

Changes related to the Memorandum of Understanding executed in June 2020 are
imbedded as blue text

MEMORANDUM OF UNDERSTANDING

Extending the collective bargaining agreement of

B. Promotion Salary Adjustment for 2020-2021 will be:

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

Promotion bonuses will

receive an increment equal to 2.5% of base pay, effective September 1, 2016.

2017-18 Any raises under this Section will be effective September 1, 2017. The increases in faculty base salaries will be as follows:

1. ATB Salary Incrementó Bargaining unit members employed by the University on February 15, 2017 and still employed on September 1, 2017 will receive an ATB increment in their base salary equal to the percentage change in the CPI-U + 0.25%, with a floor of 1.5% and a ceiling of 3.0%; the percentage change in the CPI-U is measured from December 2015 to December 2016.
- 2.

- 4) By August 1, 2016, the FAC/FPC Advisory Committee will send their final recommendations to the Deans.
 - 5) By September 1, 2016, the Deans, in coordination with the Provost/VPAA, will produce the final version of the uniform policies and procedures for application for and awarding of Merit Adjustments to Base Salary. By the same date, the Deans will send to the FAC/FPC Committee a written response to the final version of the policies and procedures. By the same date, the Deans also will promulgate to their respective faculty the forms, guidelines and criteria for evaluating Merit Adjustments to Base Salary.
 - 6) By October 15, 2017, with the awarding Merit Adjustments to Base Salary report to the FAC/FPC Advisory Committee regarding the outcomes of the process, for the purpose of evaluating and further revising as necessary, with the input of the FAC/FPC Advisory Committee, the policies and procedures for awarding Merit Adjustments to Base Salary.
- ~~3. Merit will continue into Year 1 of the subsequent contract. In that year, a minimum of 1.0% of the base salary will be applied to the merit pool, with the actual amount subject to the negotiations that lead to that contract.~~
3. Nothing

A

B.

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 every three years by a FAC/FPC subcommittee drawn from the 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 determined upon evaluation of the data at the time of contract renewal.

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

Level I:	Level II:	Level III:
Biology	Accounting	Latin American &
Chemistry	Communications	Y qo gpø'Uwř lgu
Counseling & Human Services	Computing Sciences	Mathematics
Economics/Finance	English & Theatre	Philosophy
Education	History	Political Science
Exercise Science & Sport	Operations / Information Management	Sociology/Criminal Justice
Health Administration / Human Resources	Occupational Therapy	Theology/Religious Studies
Management / Marketing	Physical Therapy	World Languages & Culture
Nursing	Physics/Electrical Engineering	
	Psychology	

The compensation plan for department chairs will be as follows:

Level	Compensation during Academic Year	Summer Compensation
I	7'wpku"Ä	4 credits
II	4 units *	3 credits
III	3 units *	3 credits

Ä'CV'rgcu'qpg'wpk'o wu'dg'tgrgcu'f "ko g'cpf "c'v'rgcu'qpg'wpk'o wu'dg'f kgev'r c{o gpø)

* 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 he/she 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 the review, the Dean will remain confidential. This review does not preclude the Dean from extending, in his/her 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, -0091 Plan, which is 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 ess

Effective January 1, 2016, employees electing Individual Coverage only under any plan will pay 5% of total premium cost through payroll deduction.

Effective January 1, 2017, employees electing Individual Coverage only under any of these plans will pay 10% of total premium cost through payroll deduction; employees electing any other Level of Coverage will pay 20% of total premium cost through payroll deduction.

Effective January 1, 2018, employees electing any level of coverage will pay 20% of total premium cost through payroll deduction.

D. The U

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 shall obtain a signed affirmation from his/her 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 ending on December 31 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.
- K. ***Beginning in the spring semester of 2017, FAC and FPC agree to meet and examine other healthcare insurance providers on the market; conduct a comparative analysis of***

benefits and costs; and determine what improvements can be made to healthcare insurance.

Article 11. Medical and Dependent Spending Accounts

considered in calculating University based disability benefits. This does not apply to cost of living adjustment of

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.

Office of Human Resources.

Article 14. Pension

- A. The University makes two pension plans available to lay faculty: TIAA/CREF and Transamerica Retirement Solutions. Jesuit faculty participate in the Maryland Province retirement fund. Contributions total 14% of salary, and are shared by the University and employee. The employee contribution is 2% for faculty with salaries below \$26,000. The maximum faculty member contribution. The University contributes the difference between the required employee contribution and 14% to either Transamerica Retirement Solutions or
- B. Employee contributions (withheld from pay according to the contribution schedule) are directed to a tax-deferred annuity (TDA) with Transamerica Retirement Solutions or a Group Supplemental Retirement Annuity (GSRA) with TIAA/CREF. The carrier for this mandatory contribution is determined by the election for the basic plan. Employee and employer contributions will be remitted to the designated plan carrier within 30 days after
- C. Contributions to, and continued participation in, the basic plan are conditions of employment. Contributions are limited to those prescribed by the contribution schedule, and withdrawals are restricted under the plans. The faculty member may change the pension carrier annually, but it must be the same carrier for the employer and employee contribution.

F. Specifics of each plan are contained in the brochures provided by the carriers for their contract with the University and in the Summary Plan Descriptions. This information is

G. Faculty membe

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 Drug+). The retiree is responsible for paying his/her 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 of health, dental and vision coverage, the retiree pays 100% of the applicable health, dental and vision coverage premiums.

3. The retiree shall participate in the University health insurance plan, and dental and vision plans, provided the retiree pays 100% of the applicable health insurance premium. If the retiree dies, the retiree's spouse and/or eligible dependents shall pay 100% of the health insurance premium.

4.

Ages 62 through 64 with 10 years of full-time service or,
Ages 55 through 61 with 20 years of full-time service.

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

Health, Dental and Vision Coverage (Faculty member pays 100% of the premium.
Coverage includes spouses and eligible dependents)

Dependent tuition remission

Employee tuition remission

Use of facilities for social events

Library privileges

Credit union

Use of the fitness facilities under arrangements for the faculty in general

Discounts normally provided to active employees (including but not limited to the bookstore and theater productions)

Retirees may have conversion privileges to convert other benefits to an individual policy, e.g., life insurance.

Article 18. Social Security

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

In addition, FAC will encourage faculty members to attend a University-sponsored session on avoiding legal liability, harassment prevention, and other related topics when offered to faculty.

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

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:

parking for night classes. On weekends and holidays these regulations will be relaxed.

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

3. Oversight:

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

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

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

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

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

4. Parking Fee and Payment

- a. The annual fee for faculty parking, covering the period from the beginning of classes in the Fall semester until the beginning of classes in the following Fall semester, is \$200.

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

Article 32. Adoption Assistance Plan

The University will reimburse the faculty member 80% of specific, documented and itemized adoption expenses up to a maximum of \$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 mother and charges for temporary foster care before placement.

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

E.

- d. Representing the program in any necessary meetings within the University or external to the University
 - e. Assessing program performance, progress, and outcomes
 - f. Conducting periodic reviews of the program, including five year reviews of academic programs as may be required by the University
 - g. Preparing program specific goals and objectives to be included in department annual reports
 - h. Working with the department chair on teaching schedules, including assignments of part time faculty and adjunct faculty;
 - i. Maintaining and modifying program manuals and materials
 - j. Preparing changes to the course catalogs each academic year
 - k. Arranging for external mentors, reviewing external quality standards, interacting with various stakeholders
 - l. Working with department faculty on program specific accreditation and certification and preparing program specific accreditation and certification reports
 - m. Conducting marketing efforts to maintain enrollment, promotion of the program and recruitment of new students (done in conjunction with other administrative and academic departments)
 - n. Other duties as recommended by the Department Chair or assigned by the Dean and as stated in the appointment letter
5. 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 salary.
6. Program Directors may be appointed fo-5(a)4 appo[nty be appointed fo-5(a)4 appo[(re)70(a)4(c)4(rcW*

based on the official standards and requirements of the relevant accreditation or certification body and in consultation with program faculty.

Article 39. 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 Wpkxgtuk{ø'Qhleg"qh"J wo cp'Tguqwtegu'c'uki pgf "chh to cvkp'htqo "j kulj gt'r tko ct{"ectg'r j {ukekcp" or other appropriate health care provider that the act occurred. The Office of Human Resources will insure the confidentiality of this information.

Article 40. Window Retirement Program for Faculty

A. Program Definition And Eligibility Criteria

1. The University will provide a Window Retirement Program for full-time faculty. Since this is a window program, this means entry into the program is limited to a specified period of time.
2. This is a voluntary window retirement program and it must be requested in writing by the eligible faculty member.
3. The open enrollment period for an eligible faculty member to submit an irrevocable written declaration to the Provost/VPAA regarding his/her desire to retire is from September 1, 2016 to November 30, 2016. The written declaration must specify the date (as specified below) when retirement will commence. This single open window period applies to faculty

option elected in the initial written declaration to the Provost/VPAA indicating the faculty member's election of the following options:

- a. One lump sum payment payable to the retiree in September in the calendar year in which the faculty member retires.
 - b. Twelve equal payments payable on the first day of the month beginning in September in the calendar year in which the faculty member retires.
 - c. Two equal lump sum payments: the first payment in September in the calendar year in which the faculty member retires; the second payment in January immediately following the calendar year in which the faculty member retires.
 - d. In the event the retiree elects a payment option other than a single lump sum payment, and the retiree subsequently dies before all payments are made, all remaining payments shall be paid to the retiree's estate.
3. Taxes: All applicable taxes will be deducted from the above cash payment.
 4. Pension Contributions: The cash payment is not eligible for University or employee pension contributions.
 5. Health Insurance for the retiree: The University will provide and pay 80% of the premium for a Medicare wraparound program for the retiree only for the first three years of retirement; the University will provide the same and pay 50% of the premium for the next five years of retirement. The retired faculty member is responsible for paying his/her own Medicare Part B premiums. Beyond the eight year period specified here, the retiree may continue to participate in the University's health insurance program for a period of up to 100% of the applicable health coverage premiums.
 6. Life Insurance: The University will provide and pay 80% of the premium for a term life insurance policy for the retiree only for the first three years of retirement; the University will provide the same and pay 50% of the premium for the next five years of retirement. Beyond the eight year period specified here, the retiree may continue to participate in the University's life insurance program for a period of up to 100% of the applicable life insurance premiums. If the retiree dies, the retiree's spouse and/or eligible dependents may be eligible for the University's life insurance program for a period of up to 100% of the applicable life insurance premiums. If the University no longer offers health insurance coverage to full-time faculty, the University's obligation to allow the retiree's spouse and/or eligible dependents of the retiree to participate in the University's life insurance program for a period of up to 100% of the applicable life insurance premiums. After consultation with FAC it is agreed that a vendor can no longer be contracted with to provide life insurance coverage for the retiree's spouse and/or eligible dependents of the retiree for a period of up to 100% of the applicable life insurance premiums.
 7. Dental and Vision Coverage for the retiree: The University will provide and pay 80% of the premium for dental and vision coverage for the retiree only for the first three years of retirement; the University will provide the same and pay 50% of the premium for the next five years of retirement. Beyond the eight year period specified here, the retiree may continue to participate in the University's dental and vision coverage program for a period of up to 100% of the applicable dental and vision coverage premiums.

hqt "tgvt ggu."vj g"Wpkxgtukv{au"qdri cvkqp"vq"r tqxkf g"uwej "eqxgtci g"vq"vj g"tgvt gg"egcugu"cv" that time. In no situation is the University obligated to a dental or vision plan premium greater than the full dental or vision premium the University pays for full-time faculty at that time.

8. F gpvcn'cpf "Xkukqp"Eqxgtci g"hqt"vj g"tgvt ggau"grki kdrq"ur qwug"cpf lqt "f gr gpf gpw<"Vj g" tgvt ggau"ur qwug"cpf lqt "grki kdrq" f gr gpf gpw'o c {"eqpvkpwg"vq"r ct vlek cvg"kp"vj g"Wpkxgtukv{au" dental and vision plans after the faculty member retires, provided the retiree pays 100% of