

[UNIVERSITY DRAFT 2.2.26]

AGREEMENT

Between

ARCADIA UNIVERSITY

And

**UNITED ACADEMICS OF PHILADELPHIA
AFT-PA, AFT, AFL-CIO, LOCAL 9608**

Effective _____ to June 30, 2027

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ARTICLE I

PREAMBLE

This Agreement is entered into this day of _____ by and between Arcadia University (hereinafter referred to as the “University”) and United Academics of Philadelphia, AFT-PA, AFT, AFL-CIO, Local 9608 (hereinafter referred to as the “Union”).

The University and the Union value the contributions of Adjunct Faculty to the learning community of the University. The parties are committed to fulfilling the University’s mission to provide a distinctly global, integrative, and personal learning experience for a life of scholarship, service, and professional contributions. In that spirit, it is the intent and the purpose of the parties that this Agreement promote and improve the mutual interests of the students of the University as well as the Adjunct Faculty, and set forth the following terms and conditions of employment.

ARTICLE II

RECOGNITION

Section 2.1 Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 04-RC-194273, the University recognizes the Union as the sole and exclusive bargaining agent for all Adjunct Faculty employed by and instructing for the University and who are based in the United States.

Section 2.2 Excluded from the bargaining unit are all other employees of the University, including, but not limited to, full-time faculty; guest lecturers; professional and clerical administrative staff; managers; department chairs; program directors; confidential employees; non-United States based adjunct faculty; guards; and supervisors as defined in the Act (including those employees that also taught courses as adjunct faculty in addition to their regular non-teaching duties).

Section 2.3 Whenever "Adjunct Faculty" or "Adjunct" or "employee" is used in this Agreement, it shall be deemed to refer only to bargaining unit employees, unless otherwise specified.

ARTICLE III

UNION SECURITY

Section 3.1 All Adjunct Faculty on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.2 All Adjunct Faculty on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement and shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.3 All Adjunct Faculty hired after the effective date of this Agreement shall become members of the Union no later than the thirty-first (31st) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.4 For the purposes of this Article, an Adjunct Faculty member shall be considered a member of the Union in good standing if the Adjunct Faculty member tenders to the Union his periodic dues, uniformly required as a condition of membership, or in lieu of Union membership, pay an agency fee as determined by the Union in accordance with applicable law.

Section 3.5 Upon receipt of a written authorization from an Adjunct Faculty member in the form to be provided to the University by the Union (hereafter to be referred to as the "Union Authorization Card"), the University shall, pursuant to such authorization, deduct from the wages due to each consenting Adjunct Faculty member each pay period, starting the first pay period following the completion of the Adjunct Faculty member's first thirty (30) days of employment and remit to the Union monthly all such dues or fair share fees that have been

withheld from the pay of such employees. The University must receive the signed authorization at least 10 days before the requested start date for dues deduction. The Union shall be responsible for obtaining executed written authorizations from Adjunct Faculty members, and providing them to the University's Associate Vice President Human Resources and Payroll.

Section 3.6 The University further agrees to deduct voluntary contributions made by the employee to the Union Committee on Political Education (COPE) for political action and remit said contribution to the Union. Contributions will be designated on either a pay period or semester basis as permitted by the Union. Contributions are deducted and transmitted within fifteen (15) days of the end of each semester (fall, spring or summer) in which an Adjunct Faculty member who has elected to contribute teaches. COPE contributions are strictly voluntary and can be in any amount as determined by the employee.

Section 3.7 The University shall be relieved from making such check-off deductions from an Adjunct Faculty member upon any of the following occurrences: (a) employment separation; (b) transfer to a job other than one covered by the bargaining unit; (c) any pay period in which the employee does not receive any compensation from the University; (d) receipt from the employee of a written revocation of the check-off authorization within the appropriate time parameters as outlined on the Union Authorization Card; or (e) if the dues are expressed in a form other than as a percentage of gross compensation.

Section 3.8 Notwithstanding the foregoing, upon the return of an employee to work following any of the reasons set forth in Section 3.7 above, or upon receipt of another written authorization from an Adjunct Faculty member in the form of a signed Union Authorization Card, the University will immediately resume the obligation of making said deductions, subject to the same provisions set forth by Section 3.7 above.

Section 3.9 By the 30th day of each month, the University shall remit electronically to the Union all deductions for dues or fair share fees withheld from the wages of employees for the preceding month pursuant to this Section, together with a list of all Adjunct Faculty Member's for whom dues or fair share fees have been deducted and a report that contains each Adjunct Faculty member's earnings for the relevant period. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a bargaining unit member is processed incorrectly, the University shall correct the error within the next two pay periods after being informed of the error by either the bargaining unit member or the Union.

Section 3.10 In addition to the list described in Section 3.9, the University will provide the Union a list of all bargaining unit members, their home address, personal email address (if known) and phone numbers (if known), in October and February of each year. The University will also include the wages paid, course titles and number of credits taught.

Section 3.11 The Union may request that an Adjunct Faculty member who fails to join the Union, maintain Union membership, or pay an agency fee shall be dismissed from teaching at the University at the end of the then-current semester. If the Union makes such a request, the University shall comply. Prior to any dismissal, the Union shall offer the Adjunct Faculty member an opportunity within thirty (30) calendar days following the written notification from the Union to the University requesting dismissal to pay the required dues or agency fees that have not been tendered. If the Adjunct Faculty member fails to pay within that time period, and the Union so verifies, the University shall dismiss the Adjunct Faculty member at the end of the then-current semester and said Adjunct Faculty member will not be rehired until they pay the required dues or agency fees.

Section 3.12 Except for what is specifically agreed upon in this Article, the University assumes no further obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold harmless the University, its Board of Trustees, agents and other personnel from any claims, actions, proceedings, suits, judgments, expenses (including attorney's fees), attachments, and from any other form of liability that may arise out of or by reason of any action taken or not taken in compliance with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV

NON-DISCRIMINATION

Section 4.1 The University and the Union agree that no employee shall be discriminated against on account of race, color, creed, national or ethnic origin, religion, political belief, gender, gender identity or expression, genetic information, sex, sexual preference and/or orientation, union membership, age (as defined by law), disability (provided the employee can perform the essential functions of the job with reasonable accommodation or without the need for accommodation) or military or Veterans' status. The University will not retaliate against an individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination. The non-discrimination and arbitration provisions of this Agreement are not intended to constitute a waiver of an employee's statutory remedies.

Section 4.2 Whenever pronouns are used in this Agreement, "they" and "them" shall be used in order to acknowledge all gender identities. The parties acknowledge and agree that the modification of pronouns is not intended to change any contractual rights or meaning of this Agreement.

ARTICLE V

AFFIRMATIVE ACTION

Section 5.1 The University will maintain its commitment to affirmative action and an integrated, diverse and inclusive community.

ARTICLE VI

ACADEMIC FREEDOM

Section 6.1 Adjunct Faculty enjoy the same rights and obligations of academic freedom as do all faculty at the University, as provided in the University's Academic Freedom Policy, which may be changed by the University and the Faculty Senate in the normal course. In the event the University's Academic Freedom Policy is amended by the University and the Faculty Senate, the Union and the University will discuss in good faith whether such modifications should be incorporated into the collective bargaining agreement.

ARTICLE VII

NO STRIKE, NO LOCKOUT

Section 7.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, sick-out, cessation, stoppage or interruption of work, boycott, picketing (excluding informational picketing), mass absenteeism, withholding or delaying of grades or academic evaluations; nor shall the Union, its officers or agents authorize, assist, encourage, participate in or sanction any such activity. As used in the preceding sentence, the term "picketing" shall not include handbilling, bannering or others forms of speech protected by the National Labor Relations Act or other applicable laws. In addition, nothing in this Section is intended to prohibit an Adjunct Faculty member from participating in advocacy about social or political issues or commercial

products that do not pertain to the terms and conditions of employment and do not interfere with their teaching function or University operations.

Section 7.2 The University shall not lock out any employees covered by this Agreement.

Section 7.3 Any employee engaging in activity prohibited by this Article shall be subject to disciplinary action, which may include discharge. Notwithstanding this paragraph, the Union does not waive its right to grieve any disciplinary action that it believes is not warranted.

Section 7.4 In the event that any employee violates the provisions of Section 7.1 above, the Union shall, immediately upon a request from the University:

(a) Publicly disavow such action by the employees, whether by publication on its webpage or otherwise;

(b) Advise the University in writing that such action by employees has not been called or sanctioned by the Union; and

(c) Notify employees that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately.

Section 7.5 In the event of an alleged or asserted breach of this Article, either the University or the Union may resort to courts with competent jurisdiction or may follow the contractual Grievance/Arbitration procedure.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 8.1 Except as provided to the contrary elsewhere in this Agreement, the management, administration and control of the University's operations, programs, financial affairs, activities, mission and resources, and the direction of its working force, is vested

exclusively in the University. These management rights include, but are not limited, to the following:

- (a) to select, hire, direct, transfer, assign, reassign, promote and retain

Adjuncts;

- (b) to not rehire Adjuncts because of lack of work or other reasons;
- (c) to discharge, suspend, issue written reprimands or otherwise discipline

Adjuncts for just cause;

- (d) to institute changes or reductions in the workforce;
- (e) to organize, reorganize, institute, enlarge, eliminate, or reduce a College,

department, program or any other subordinate unit of the University; and to expand the University and its operations and businesses by acquisition, merger or other means;

- (f) to establish or modify the academic calendars, including holidays;
- (g) to introduce or modify methods of instruction including the use of

technology and online courses;

- (h) to determine who is taught, what is taught, how it is taught, when it is

taught and who does the teaching, including but not limited to assigning courses once taught by members of the Adjunct bargaining unit to individuals outside the bargaining unit;

- (i) to exercise sole authority on all decisions involving academic matters,

including but not limited to establishing or changing the curriculum, establishing or changing syllabi for courses, establishing uniform grading rubrics and student performance standards, and establishing, changing, modifying and canceling courses, including but not limited to canceling one or more sections of a particular course;

(j) to increase, decrease or otherwise change the number, qualifications, scheduling, course loads, hours, location, classification, responsibilities and assignments of Adjuncts;

(k) to assess and evaluate Adjuncts, determine the content of assessments and evaluations, and determine the processes and criteria by which Adjuncts are assessed and evaluated, including but not limited to determining whether peers, unit or department heads, students and/or others shall assess and evaluate Adjuncts; and

(l) to establish, expand, reduce, combine, consolidate or abolish any job classification.

Section 8.2 The University shall have the right to subcontract the teaching of specialized portions of the curriculum in forensic science and environmental studies. The University may subcontract to a third-party all or any portion of the teaching duties of bargaining unit members that bargaining unit members are unable, unavailable or unwilling to teach.

Section 8.3 The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights during the term of this Agreement constitute a waiver of such rights by the University.

ARTICLE IX

GRIEVANCE

Section 9.1 In this Article and in Article X (Arbitration), the following definitions apply:

“Grievance” shall mean a complaint, dispute, controversy, or disagreement between an Adjunct Faculty Member and the University, or the Union and the University, concerning the interpretation, application of, or compliance with, any of the specific provisions in this Agreement.

“Days” shall mean calendar days. In this Article and in Article X (Arbitration), whenever a period of time is specified, the day of the event or action which commences the period shall not be included for purposes of calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or holiday observed by the University pursuant to this Agreement, the period shall be extended to the next day which is not a Saturday, Sunday or holiday observed by the University pursuant to this Agreement.

Section 9.2 The disposition of any Grievance at any step of the Grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the University and Union shall be final and binding. The settlement will have the effect that the parties express in the settlement; provided, however, that no settlement shall be effective unless signed by the University’s Associate Vice President of Human Resources or Provost.

Section 9.3 The University and the Union recognize that the goal of this Agreement’s Grievance procedure is to attempt to resolve a Grievance at the lowest level possible with the least amount of time and resources. In furtherance of this goal, a Grievance shall be processed and disposed of in the following manner:

Section 9.4 INFORMAL RESOLUTION: The Adjunct Faculty Member, either directly or through a Union Representative, may first confer with the Adjunct Faculty Member’s Dean or with such other person as the University may designate and attempt to resolve the matter.

(a) STEP ONE: If the dispute is not resolved informally, and if the Union wishes to pursue the matter the Union must initiate the formal Grievance procedure by completing and delivering a written grievance form to the Associate Vice President of Human Resources (or her designee) (with a copy to the University’s Human Resources Office) within fifteen (15) Days of the date upon which the Adjunct Faculty Member or the Union first became aware of, or reasonably should have become aware of, the events or circumstances which give rise to the Grievance in an attempt to effectuate a satisfactory settlement. The Grievance shall

set forth a description of the events surrounding the Grievance, the specific provision or provisions of this Agreement alleged to have been violated, the approximate time and date of the occurrence on which the Grievance is based, and the resolution or remedy requested. The Associate Vice President of Human Resources shall have ten (10) Days to give a written answer to the Union. If no satisfactory settlement is reached, the Union may, within five (5) Days after the Associate Vice President of Human Resources' answer, appeal to Step Two.

(b) STEP TWO: If the Grievance is not satisfactorily resolved at Step 1, and if the Union wishes to pursue the matter the Union must submit the written Grievance to the Provost (or his designee), who shall have ten (10) Days after receipt of the written Grievance to meet with the Adjunct Faculty Member and the Union. Within ten (10) Days of the meeting, the Provost shall return to the Union (with a copy to the Adjunct Faculty Member) a written answer. If no satisfactory settlement is reached, the Union may, within thirty (30) Days after the Provost's answer, appeal to Step Three.

(c) STEP THREE: If the Grievance is still not satisfactorily resolved, the Grievance may be appealed to an impartial arbitrator in accordance with Article X (Arbitration) of this Agreement.

Section 9.5 Notwithstanding the foregoing, in Grievances pertaining to discrimination or harassment filed at Step 1 of the Grievance procedure that also fall within the ambit of the University Equal Employment Opportunity and/or Sexual Misconduct policies and procedures for addressing such claims, the University may request that the Union waive the time limits for responding to Step 1 of the Grievance procedure until the University has an opportunity to review the outcome of the University's equal opportunity and/or Title IX administrative hearing process. If the Union does not waive that time limit, any evidence obtained by the University

during the investigation that was the subject of the Title IX, discrimination or harassment administrative hearing process shall be deemed admissible despite it being acquired after the filing of the grievance, subject to all other normal evidentiary rules, in any subsequent arbitration resulting from the Grievance.

Section 9.6 In Grievances concerning pay rates, the Grievance shall be filed with the Provost (or his designee), who shall have fifteen (15) Days after receipt of the written Grievance to meet with the Adjunct Faculty Member and the Union. Within fifteen (15) Days of the meeting, the Provost shall return to the Union (with a copy to the Adjunct Faculty Member) a written answer. If no satisfactory settlement is reached, the Union may, within thirty (30) Days after the Provost's answer, appeal to Step Three. If the rate currently being paid is found to be erroneous, the proper rate may be applied retroactively, but no earlier than the beginning of the then-current semester in which the Grievance was filed unless the Adjunct Faculty Member did not know and had no reason to know of the discrepancy. However, under no circumstance will retroactivity precede the semester in which the initial collective bargaining agreement between the parties is ratified.

Section 9.7 The time limits provided for in this Article may be extended only by mutual written agreement of the University and the Union. Any Grievance not timely presented (unless the Grievance is of a continuing nature) or any Grievance not timely appealed within the time limits provided for in this Article, shall be deemed waived and final. A Grievance not answered within the time limits provided for in this Article shall not be deemed to be granted or otherwise answered; and shall not relieve the grieving party of the obligation to appeal the matter to the next step of the procedure in a timely manner.

Section 9.8 A Grievance filed by the Union relating to a discharge or suspension may be presented initially at Step 2, provided that such Grievance is presented in writing within ten (10) Days of the discharge or suspension.

Section 9.9 The University and Union agree that it is in the University's and the Union's best interests to address Grievances in a timely, professional and ethical manner. Upon written request by a Union Representative, a Union Representative may inspect relevant material in the University's possession upon which the University is or will be relying. Such information will be provided in a timely manner.

ARTICLE X

ARBITRATION

Section 10.1 If the Grievance is not satisfactorily resolved at Step 2, upon the request of the Union or the University, the Grievance may be submitted to arbitration for resolution under the then-prevailing Labor Arbitration Rules of the American Arbitration Association ("AAA"). The request for arbitration must be made in writing within thirty (30) days after the Provost's (or the Provost's designee) answer in Step 2. Unless otherwise agreed in writing by mutual agreement of the Union and University, only one (1) grievance shall be submitted in a single arbitration and separately submitted grievances shall not be consolidated and/or merged before the same arbitrator. A Union request for arbitration will be sent to the Associate Vice President of Human Resources.

Section 10.2 If the Union and the University cannot agree upon an impartial arbitrator, an arbitrator shall be selected by AAA in accordance with the then-prevailing Labor Arbitration Rules of AAA.

Section 10.3 The arbitrator shall have no power to add to, to subtract from, modify, vary, remove or change any of the terms or provisions of this Agreement. The arbitrator shall have jurisdiction only over Grievances as defined in Article IX (Grievance Procedure). The scale of wages established by this Agreement shall not be changed by any arbitration decision. The award shall be based on the questions raised by the parties in respect to the specific interpretation and application of this Agreement. The arbitrator's decision will be final and binding upon all Adjunct Faculty members, the Union, and the University.

Section 10.4 The arbitrator shall hear the Grievance as expeditiously as possible and shall render a written decision within thirty (30) Days after the conclusion of the hearing or submission of briefs (whichever is later), unless otherwise extended in writing by mutual agreement of the Union and the University.

Section 10.5 The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. Where both parties desire a transcript, they shall share the cost equally.

Section 10.6 Any award for back pay shall have deducted therefrom any unemployment compensation or other compensation that the aggrieved Adjunct Faculty member may have received from any source during the period for which back pay is claimed; provided that no compensation shall be deducted from any award for back pay to the extent the Adjunct Faculty member received compensation for (a) teaching that the Adjunct was contractually obligated to perform as of the date the Adjunct was notified s/he would not be teaching the course giving rise to the grievance or (b) non-teaching work.

Section 10.7 Adjunct Faculty members shall not miss a class to attend or prepare for an arbitration. Accordingly, the parties agree that they will make every reasonable effort to schedule arbitrations at times that do not conflict with the teaching schedules of Adjunct Faculty members who either party anticipates will be attending the arbitration as a grievant or witness.

ARTICLE XI

EVALUATION OF ADJUNCT FACULTY

Section 11.1 Responsibilities of All Adjunct Faculty

(a) In addition to demonstrating consistent effectiveness in teaching, among the responsibilities of all Adjunct Faculty are the timely completion of student evaluations, 6th week evaluations and grade submissions. If they record an incomplete, they are expected to make arrangements with the student for completion of the course requirements.

(b) Consistent with the University's academic policies, there shall be 14 weeks of class meetings in a full semester or 7 weeks of class meetings for an accelerated course, plus a final examination during the 15th week in courses taught by Adjunct Faculty. If an in-class final examination is not given during the 15th week, classes are required to meet during that week.

(c) In addition to teaching their classes, Adjunct Faculty members are expected to confer with individual students as needed and to support and comply with the regulations and procedures of the University.

(d) Adjunct Faculty members may be required by Department Chairs to attend departmental meetings. In the event an Adjunct Faculty member has commitments on other campuses or other work commitments that limit the Adjunct's ability to attend Department or Program meetings at the University, the Adjunct will make best efforts to attend at least half the

Department or Program meetings at the University. Failure to attend Department or Program meetings will not in itself result in discipline, but may be considered by the University when offering future teaching opportunities based on the particular circumstances.

(e) Adjunct Faculty are responsible to update their Department Chair/Program Director at least annually on their degree status, professional accomplishments and new course topics in which they have gained teaching experience.

Section 11.2 Student Evaluation of Adjunct Faculty

(a) Every Adjunct Faculty member shall be evaluated by students in each class each semester/term, using University-approved course evaluation processes and forms. Departments and Programs may use different course evaluation forms.

(b) The results of each evaluation are forwarded to the Adjunct Faculty member and the Department Chair. Copies of evaluations are available to the Dean and Program Director.

(c) Adjunct Faculty may submit to the Department Chair comments on the student evaluations. Both the evaluations and any such comments are maintained in the Adjunct Faculty member's personnel file.

Section 11.3 Department/Program Course Evaluations of Adjunct Faculty

(a) The Department Chair or Program Director, or their designee, has overall responsibility to evaluate Adjunct Faculty members. This evaluation will include review of all student evaluations (or aggregated summaries or ratings), syllabi, course materials, assessment methods and teaching effectiveness.

(b) In furtherance of the review described in Section 11.3(a), the Department Chair or Program Director, or their designee, may perform a classroom observation for face-to-

face courses and may watch an online session for online courses. The general rubric applicable to all Departments and Programs shall be articulated and distributed to all Departments and Programs by the Provost.

(1) All new Adjunct Faculty members will be evaluated during at least their first two semesters for each course they teach.

(2) After their first two semesters for each course they teach, Adjunct Faculty may be observed (or viewed, in the case of on-line courses) at any time in the discretion of the Department Chair or Program Director.

(c) The date and time of the classroom observation shall be decided in advance by mutual agreement between the designated observer and the Adjunct Faculty member. The designated observer shall write a summary of any classroom visit and shall meet with the Adjunct Faculty member in order to provide a copy of the written summary and review his/her observations. The Adjunct Faculty member may request an additional classroom observation by a different member of the full-time faculty, and such request shall not be unreasonably denied. The Adjunct Faculty member is free to add his/her own comments about the observation summary. Such summary by the designated observer, as well as any comments by the Adjunct Faculty member, shall become part of the Adjunct Faculty member's personnel file.

(d) The designated observer will advise the Adjunct Faculty member of the online session the observer will be viewed. The designated observer shall write a summary of such online session and shall meet with the Adjunct Faculty member in order to provide a copy of the written summary and review his/her observations. The Adjunct Faculty member is free to add his/her own comments about the observation summary. Such summary by the designated

observer, as well as any comments by the Adjunct Faculty member, shall become part of the Adjunct Faculty member's personnel file.

Section 11.4 Department Chair/Program Director Annual Evaluations of Adjunct Faculty Members

(a) In addition to the course evaluations in Section 11.3, an annual review of an Adjunct Faculty member's performance and progress is performed by the Department Chair/Program Director at least annually during the first two years of teaching at the University.

(b) Annual evaluations shall be completed no later than 60 days after the end of the spring semester.

(c) Annual evaluations shall be based, at a minimum, on student evaluations, Department/Program course evaluations, classroom or on-line observations that have been conducted and feedback from other faculty members.

(d) The annual evaluation should indicate strengths, areas of improvement and whether the evaluator recommends that the Adjunct Faculty member be considered for future teaching assignments. Regardless of the number of courses taught by an Adjunct Faculty member per semester, per Academic Year or any number of years, teaching assignments to Adjunct Faculty members do not constitute a tenured or tenure-track position, nor do such teaching assignments constitute an offer of non-tenure-track full- or part-time employment by the University.

(e) The Department Chair/Program Director submits the annual evaluation to the Dean and to the Office of the Provost. The Adjunct Faculty member may submit a written response to the annual evaluation. Both the annual evaluation and any written response are maintained in the Adjunct Faculty member's personnel file.

ARTICLE XII

CONTINUING APPOINTMENTS

Section 12.1 Continuing Appointments

(a) In recognition of their service to the University over the years, the cohort of the six (6) most senior Adjunct Faculty members who qualified for a Continuing Appointment under the initial Agreement shall continue to be offered the opportunity to continue teaching a load equivalent to what they taught during the 2018-2019 Academic Year (or, if the individual took off a year, then the 2017-2018 Academic Year), in line with any adjustments made during the initial term of the Agreement, so long as they have fulfilled and remain in compliance with all of the following:

(1) received strong ratings on their Student Evaluations and on their Program/Department Evaluations.

(2) completed 6th week evaluations for all courses taught by the Adjunct Faculty member during the last two years.

(3) submitted grades to the Registrar for all courses taught by the Adjunct Faculty member during the last two years.

(4) corrected any performance problem identified in Department/Program evaluations.

(5) recommended for reappointment by the Academic Department Chair/Program Director offering the courses.

(6) endorsed for the Continuing Appointment by the College Dean based on the criteria listed above and on projections of appropriate enrollments of all assigned courses following the completion of priority registration for the fall semester.

(b) When any of the cohort of the six (6) most senior Adjunct Faculty members retires from teaching for the University, the open position will be filled by the most-senior Adjunct(s) who has taught at the University at least 26 of the last 30 fall and spring semesters and an aggregate of at least 120 course credits during the entirety of their service to the University. For Adjunct Faculty members who fill the open Continuing Appointment position, University shall offer the opportunity to continue teaching a load equivalent to the average of their teaching load over the previous three Academic Years, so long as they have fulfilled and remain in compliance with all the criteria set forth in Section 12.1(a). If the Adjunct Faculty member took off a year in the previous three Academic Years being used to determine their Continuing Appointment Teaching load, then that year shall not be included in the averaging of credits to determine said load.

(c) Beginning in the Fall 2023 semester, the cohort of most senior Adjunct Faculty members receiving Continuing Appointments shall be expanded to a total of twenty (20). These fourteen (14) positions will be filled by the most-senior Adjunct(s) who have taught at the University at least 26 of the last 30 fall and spring semesters and an aggregate of at least 120 course credits during the entirety of their service to the University. For Adjunct Faculty members who fill the open Continuing Appointment positions, University shall offer the opportunity to continue teaching a load equivalent to the average of their teaching load over the previous three Academic Years, so long as they have fulfilled and remain in compliance with all the criteria set forth in Section 12.1(a). If the Adjunct Faculty member took off a year in the previous three Academic Years being used to determine their Continuing Appointment Teaching load, then that year shall not be included in the averaging of credits to determine said load. Adjunct faculty members who do not teach during the year prior to the beginning of the new

Continuing Appointments or who have indicated that they no longer plan to teach at the university will not be considered for these positions.

(d) Notwithstanding the provisions of this Section, the University shall be excused from assigning the full number of teaching credits to making one or more individuals with Continuing Appointments, and from having to pay the Adjunct Faculty member for those unassigned teaching credits except to the extent provided under Section 18.1 (Course Cancellation), if any of the following conditions occurs:

(1) Elimination, suspension or downsizing of an academic unit or program and/or merging of an academic unit or program within another academic unit or program which impacts the course(s) taught by the Adjunct Faculty member;

(2) Low student enrollment in the course subject to the Continuing Appointment that would result in an Adjunct Faculty Member being paid less than their full rate, provided that cancellation under this section 12.1(d)(2) shall only apply to individual courses and not affect the remaining and/or future classes of Adjunct Faculty member's Continuing Appointment, if any;

(3) Elimination or decrease in course offerings due to changes in core curriculum requirements, or major or minor program requirements, which impacts the course taught by the Adjunct Faculty member;

(4) The hiring of a full-time faculty member or the reassignment of course work to current full-time faculty members that has the effect of reducing the need for an Adjunct Faculty member's services;

(5) Unsatisfactory performance of an Adjunct Faculty member; as evidenced by facts and circumstances such as student evaluations, individual student

commentary (both oral and written), course evaluations, syllabi and applicable course materials, evidence of student learning, and classroom observations; provided, however, that student evaluations shall not be used as the exclusive basis to deny, reduce or cancel an assignment;

(6) Gross misconduct or manifest neglect of duties resulting in written or greater discipline of the Adjunct Faculty member;

(7) Serious misconduct of an Adjunct Faculty member that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the Adjunct Faculty member's ability to teach or be a member of the University community or to negatively affect the University's reputation in the community; or

(8) Where the assignment is not practicable due to an act of God, health and safety risk, emergency, injury, death or other similar circumstances.

ARTICLE XIII

PERSONNEL FILES

Section 13.1 The University's personnel file will include the following documents if maintained by the University: any application for employment, wage or salary information, notices of commendations, warning or discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records, employment history with the University, including salary information, job title, dates of changes, retirement record, attendance records and performance evaluations. The term "personnel file" shall not include records of an employee relating to the investigation of a possible criminal offense, letters of reference, documents which are being developed or prepared for use in civil, criminal or grievance procedures, medical records or materials which are used by the University to plan for future operations or information

available to the University under the Fair Credit Reporting Act. To the extent provided by the Adjunct Faculty Member or submitted by the University, the personnel file also will include information relating to an Adjunct Faculty Member's academic and professional accomplishments.

Section 13.2 Student evaluations of Adjunct Faculty Members will be placed into Adjunct Faculty Members' personnel files without identification of the students submitting the evaluations. If a student or parent has complained about an Adjunct Faculty Member's performance or behavior, after the University has investigated the claim if the University finds that the concern rises to a level that should be placed in an Adjunct Faculty Member's personnel file, it may do so by a memorandum/report that redacts or omits the names of complainants or witnesses so long as the Adjunct Faculty Member is notified that the memorandum/report is being included in the personnel file.

Section 13.3 An Adjunct Faculty Member or his/her designated representative (which may be the Adjunct Faculty Member's union representative) may review his/her personnel file by appointment with the Human Resources Department on five (5) working days' advance notice.

Section 13.4 An Adjunct Faculty Member may not remove any material from her/his personnel file, but may submit comments that will be included in the personnel file.

ARTICLE XIV

DISCIPLINARY PROCEDURES

Section 14.1 Notwithstanding anything to the contrary herein, any student or parent complaint relating to an Adjunct Faculty Member's performance or behavior that does not identify the names of complainants or witnesses shall not form the basis for discipline nor shall it be considered in any employment-related decision, except where the discipline or employment-

related decision relates to Title VII, Title IX, or any other applicable Federal, State, or local law or regulation, or the University's Non-Discrimination and Non-Harassment Policy and Policy Prohibiting Sexual Harassment and Sexual Misconduct, as amended from time to time in the normal course. Nothing contained herein shall prohibit (1) anonymous student course evaluations from being used for any other lawful purpose (so long as the Adjunct Faculty member may inspect the course evaluation) or (2) the use of complaints or witness statements where the identity of the speaker is disclosed even though the underlying investigation may have been prompted by an anonymous complaint or a complaint from which the identity of the speaker has been redacted.

Section 14.2 All Adjunct Faculty members may be given or not given appointments and course assignments by the University; such decisions are not considered disciplinary actions, but shall be made in good faith. Nothing contained in this Agreement shall compel the University to offer any particular course or section at any time or to assign any particular Adjunct Faculty member to teach a particular course(s) except as set forth in Article XII.

Section 14.3 Consistent with Section 8.1(c) of this Agreement no Adjunct shall be discharged, suspended, issued written reprimands or otherwise disciplined except for just cause.

ARTICLE XV

WAGES

Section 15.1 Regular Base Wage Scale

Effective Spring Semester 2023, regardless of a faculty member's degree status or years of teaching experience:

1. Adjunct Faculty members will receive a minimum of \$1,125 per credit hour. Individual rates may be higher based on specialized skills or needs as approved by the Provost.
2. Adjunct Faculty members earning more than \$1,125 per credit hour will receive an additional \$25 per credit.

Effective Fall Semester 2024, regardless of a faculty member's degree status or years of teaching experience:

1. Adjunct Faculty members will receive a minimum of \$1,175 per credit hour. Individual rates may be higher based on specialized skills or needs as approved by the Provost.
2. Adjunct Faculty members earning more than \$1,175 per credit hour will receive an additional \$50 per credit.

Effective Fall Semester 2025, regardless of a faculty member's degree status or years of teaching experience:

1. Adjunct Faculty members will receive a minimum of \$1,225 per credit hour. Individual rates may be higher based on specialized skills or needs as approved by the Provost.
2. Adjunct Faculty members earning more than \$1,225 per credit hour will receive an additional \$50 per credit.

Effective Fall Semester 2026, regardless of a faculty member's degree status or years of teaching experience, Adjunct Faculty members will receive a minimum of \$1,275 per credit hour. Individual rates may be higher based on specialized skills or needs as approved by the Provost. Adjunct Faculty members earning more than \$1,275 per credit hour will receive an additional \$50 per credit.

Adjunct Faculty members who taught in the Fall semester 2022 will receive a retroactive adjustment of pay in the amount of an additional \$25 per credit hour based on the number of credit hours taught in the Fall semester 2022. The retroactive adjustment will be paid to Adjunct Faculty members on the next practicable payroll date following ratification.

In all contract years, courses that are approved by the Provost that are to be taught by more than one individual that are compensated pursuant to the rates set forth in this Section 15.1, the salary for each faculty member will be calculated based on the fraction of the total teaching credits for the course that they are teaching, as follows. The Adjunct Faculty member's per credit rate will be multiplied by the appropriate teaching credits for the course and then multiplied by the fraction of the teaching credits taught by the individual Adjunct Faculty member. Exceptions to this policy are Global Field Study courses and University Seminars, each of which may be co-taught by two faculty members if approved by the Provost. For these types of courses, salary for both Adjunct Faculty members co-teaching the course will be based on the total teaching credits for the course.

Section 15.2 Special Rates

When teaching in the following programs or courses, or performing the following duties, Adjunct Faculty members receive the following minimum rates in lieu of regular rates. Individual rates may be higher based on specialized skills or needs as approved by the Provost.

Year 1: Effective Spring Semester 2023:

Unless otherwise specified, for the following courses the Adjunct Faculty member receives a minimum of the stated rate per credit for 10 or more students enrolled in the course as of the end of the Drop/Add period, but if fewer than 10 students are enrolled in the course as of the end of the Drop/Add period, they are paid on the Tutorial Scale.

Computer Science(<i>CS3xx, CS4xx</i>)	\$1,285 per credit
Education ABA(License Required) (<i>ED661, ED681, ED682, ED683, ED684</i>)	\$1,285 per credit
Mathematics Actuarial Science (<i>MA344, MA361, MA362, MA385, MA388</i>)	\$1,285 per credit
Labs: Science, Math, PBH	\$1,605 per credit
Education (<i>UG only, excludes Dual Enrollment</i>)	4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert: Clinician w/ Master's	\$1,285 per credit 4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert: Clinician w/ Doctorate	\$1,605 per credit 4 credit pay for 3 credit course
Visual & Performing Arts: Fine Arts "FAxxx"	4 credit pay for 3 credit course (<i>courses listed as 3 credits per accreditation</i>).
Public Health: MPH (<i>PBH5xxx, PBH6xxx</i>)	4 credit pay for 3 credit course
Mathematics: MA095; MA100	4 credit pay for 2 credit course

Unless otherwise specified, for the following courses the Adjunct Faculty member receives the stated rate:

ED: Stage 1 & 2 Fieldwork	\$90 per student
ED: Stage 3 Fieldwork	\$325 per student
ED: Stage 4 & Internship	\$705 per student
Labs: Psychology: Counseling	\$2,550 per lab
Music: MU159 and MU187	1 credit UG fee paid by student
Physical Therapy (Online)	Total pay for course is \$3,000 base for 10-20 students, plus \$115 per student above 20. Amount is distributed to instructors according to the instruction percentage. Tutorial rate if fewer than 10 students.
Psychology: Counseling (Clinician w/ Masters)	\$1,285 per credit
Psychology: Counseling (Clinician w/ Doctorate)	\$1,605 per credit
Psychology: Counseling: PY535	\$545 per counseling session
Psychology: Counseling: PY610	3 Instructors:

	Lead receives 3 credits; Additional counselors paid \$1,290 each
English: EN100 (spring semester only)	Full pay (spring only)

Continuing Adjunct Faculty members teaching the following courses and already receiving rates equal to or greater than those described or stated in Sections 15.2 (1) and (2) (but not the Tutorial Rates referenced in Section 15.3) will receive the bonus specified below for courses taught during Year 3 but not thereafter, in lieu of a base rate increase.

Education ABA(License Required) (ED661, ED681, ED682, ED683, ED684)	\$30 per credit
Labs: Science, Math, PBH	\$40 per credit

Year 2: Effective Fall Semester 2024:

Unless otherwise specified, for the following courses the Adjunct Faculty member receives a minimum of the stated rate per credit for 10 or more students enrolled in the course as of the end of the Drop/Add period, but if fewer than 10 students are enrolled in the course as of the end of the Drop/Add period, they are paid on the Tutorial Scale.

Computer Science(CS3xx, CS4xx)	\$1,335 per credit
Education ABA(License Required) (ED661, ED681, ED682, ED683, ED684)	\$1,335 per credit
Mathematics Actuarial Science (MA344, MA361, MA362, MA385, MA388)	\$1,335 per credit
Labs: Science, Math, PBH	\$1,655 per credit
Education (UG only, excludes Dual Enrollment)	4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert Clinician w/ Master's	\$1,335 per credit 4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert Clinician w/ Doctorate	\$1,655 per credit 4 credit pay for 3 credit course
Visual & Performing Arts: Fine Arts "FAxxx"	4 credit pay for 3 credit course (courses listed as 3 credits per accreditation).
Public Health: MPH (PBH5xxx, PBH6xxx)	4 credit pay for 3 credit course
Mathematics: MA095; MA100	4 credit pay for 2 credit course

Unless otherwise specified, for the following courses the Adjunct Faculty member receives the stated rate:

ED: Stage 1 & 2 Fieldwork	\$95 per student
ED: Stage 3 Fieldwork	\$340 per student
ED: Stage 4 & Internship	\$735 per student

Labs: Psychology: Counseling	\$2,550 per lab
Music: MU159 and MU187	1 credit UG fee paid by student
Physical Therapy (Online)	Total pay for course is \$3,000 base for 10-20 students, plus \$120 per student above 20. Amount is distributed to instructors according to the instruction percentage. Tutorial rate if fewer than 10 students.
Psychology: Counseling (Clinician w/ Masters)	\$1,335 per credit
Psychology: Counseling (Clinician w/ Doctorate)	\$1,655 per credit
Psychology: Counseling: PY535	\$565 per counseling session
Psychology: Counseling: PY610	3 Instructors: Lead receives 3 credits; Additional counselors paid \$1,290 each
English: EN100 (spring semester only)	Full pay (spring only)

Continuing Adjunct Faculty members teaching the following courses and already receiving rates equal to or greater than those described or stated in Sections 15.2 (1) and (2) (but not the Tutorial Rates referenced in Section 15.3) will receive the bonus specified below for courses taught during Year 3 but not thereafter, in lieu of a base rate increase.

Education ABA(License Required) (<i>ED661, ED681, ED682, ED683, ED684</i>)	\$30 per credit
Labs: Science, Math, PBH	\$40 per credit

Year 3: Effective Fall Semester 2025:

Unless otherwise specified, for the following courses the Adjunct Faculty member receives a minimum of the stated rate per credit for 10 or more students enrolled in the course as of the end of the Drop/Add period, but if fewer than 10 students are enrolled in the course as of the end of the Drop/Add period, they are paid on the Tutorial Scale.

Computer Science(<i>CS3xx, CS4xx</i>)	\$1,385 per credit
Education ABA(License Required) (<i>ED661, ED681, ED682, ED683, ED684</i>)	\$1,385 per credit
Mathematics Actuarial Science (<i>MA344, MA361, MA362, MA385, MA388</i>)	\$1,385 per credit
Labs: Science, Math, PBH	\$1,705 per credit
Education (<i>UG only, excludes Dual Enrollment</i>)	4 credit pay for 3 credit course

Health Mgmt & Ldrshp Cert Clinician w/ Master's	\$1,385 per credit 4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert Clinician w/ Doctorate	\$1,705 per credit 4 credit pay for 3 credit course
Visual & Performing Arts: Fine Arts "FAxxx"	4 credit pay for 3 credit course (<i>courses listed as 3 credits per accreditation</i>).
Public Health: MPH (<i>PBH5xxx, PBH6xxx</i>)	4 credit pay for 3 credit course
Mathematics: MA095; MA100	4 credit pay for 2 credit course

Unless otherwise specified, for the following courses the Adjunct Faculty member receives the stated rate:

ED: Stage 1 & 2 Fieldwork	\$100 per student
ED: Stage 3 Fieldwork	\$355 per student
ED: Stage 4 & Internship	\$765 per student
Labs: Psychology: Counseling	\$2,550 per lab
Music: MU159 and MU187	1 credit UG fee paid by student
Physical Therapy (Online)	Total pay for course is \$3,000 base for 10-20 students, plus \$125 per student above 20. Amount is distributed to instructors according to the instruction percentage. Tutorial rate if fewer than 10 students.
Psychology: Counseling (Clinician w/ Masters)	\$1,385 per credit
Psychology: Counseling (Clinician w/ Doctorate)	\$1,705 per credit
Psychology: Counseling: PY535	\$585 per counseling session
Psychology: Counseling: PY610	3 Instructors: Lead receives 3 credits; Additional counselors paid \$1,290 each
English: EN100 (spring semester only)	Full pay (spring only)

Continuing Adjunct Faculty members teaching the following courses and already receiving rates equal to or greater than those described or stated in Sections 15.2 (1) and (2) (but not the Tutorial Rates referenced in Section 15.3) will receive the bonus specified below for courses taught during Year 3 but not thereafter, in lieu of a base rate increase.

Education ABA(License Required) (<i>ED661, ED681, ED682, ED683, ED684</i>)	\$30 per credit
Labs: Science, Math, PBH	\$40 per credit

Effective Fall Semester 2026:

Unless otherwise specified, for the following courses the Adjunct Faculty member receives a minimum of the stated rate per credit for 10 or more students enrolled in the course as of the end of the Drop/Add period, but if fewer than 10 students are enrolled in the course as of the end of the Drop/Add period, they are paid on the Tutorial Scale.

Computer Science(<i>CS3xx, CS4xx</i>)	\$1,435 per credit
Education ABA(License Required) (<i>ED661, ED681, ED682, ED683, ED684</i>)	\$1,435 per credit
Mathematics Actuarial Science (<i>MA344, MA361, MA362, MA385, MA388</i>)	\$1,435 per credit
Labs: Science, Math, PBH	\$1,755 per credit
Education (<i>UG only, excludes Dual Enrollment</i>)	4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert Clinician w/ Master's	\$1,435 per credit 4 credit pay for 3 credit course
Health Mgmt & Ldrshp Cert Clinician w/ Doctorate	\$1,755 per credit 4 credit pay for 3 credit course
Visual & Performing Arts: Fine Arts "FAXXX"	4 credit pay for 3 credit course (<i>courses listed as 3 credits per accreditation</i>).
Public Health: MPH (<i>PBH5xxx, PBH6xxx</i>)	4 credit pay for 3 credit course
Mathematics: MA095; MA100	4 credit pay for 2 credit course

Unless otherwise specified, for the following courses the Adjunct Faculty member receives the stated rate:

ED: Stage 1 & 2 Fieldwork	\$105 per student
ED: Stage 3 Fieldwork	\$370 per student
ED: Stage 4 & Internship	\$795 per student
Labs: Psychology: Counseling	\$2,600 per lab
Music: MU159 and MU187	1 credit UG fee paid by student
Physical Therapy (Online)	Total pay for course is \$3,000 base for 10-20 students, plus \$125 per student above 20. Amount is distributed to instructors according to the instruction percentage. Tutorial rate if fewer than 10 students.
Psychology: Counseling (Clinician w/ Masters)	\$1,435 per credit
Psychology: Counseling (Clinician w/ Doctorate)	\$1,755 per credit
Psychology: Counseling: PY535	\$605 per counseling session
Psychology: Counseling: PY610	3 Instructors:

	Lead receives 3 credits; Additional counselors paid \$1,290 each
English: EN100 (spring semester only)	Full pay (spring only)

Continuing Adjunct Faculty members teaching the following courses and already receiving rates equal to or greater than those described or stated in Sections 15.2 (1) and (2) (but not the Tutorial Rates referenced in Section 15.3) will receive the bonus specified below for courses taught during Year 3 but not thereafter, in lieu of a base rate increase.

Education ABA(License Required) (ED661, ED681, ED682, ED683, ED684)	\$30 per credit
Labs: Science, Math, PBH	\$40 per credit

In the event a new specialty classification is implemented by the University, whether for a new or existing program, the University shall set the wage rate in relation to the classification and rates of pay in Section 15.2 and shall notify the Union before such rate is put into effect. Whether or not the Union has agreed to the proposed rate, the University may put the rate into effect after such notice. In the event such rate cannot be agreed upon mutually between the Union and the University, the same shall be submitted to the grievance procedure including arbitration for determination beginning at the second step. Any rate agreed upon or as determined by the arbitrator shall be effective from the implementation of such new classification.

Section 15.3 Tutorial Rates

1. In cases where 2-9 students are enrolled in a course, salary is calculated by multiplying the Tutorial Rate based on the number of teaching credits by the number of students in the course, as set forth in the following table. In no case will the pay for an under-enrolled course exceed the pay for a fully enrolled course.
2. In cases where a course is taught for one student, a set fee is paid for the course that corresponds with the number of Teaching Credits as set forth on the following table.
3. For courses with 2-9 students that are approved by the Provost to be co-taught by more than one individual, the salary for each faculty member will be calculated based on the fraction they are teaching of the total Teaching Credits for the course as follows: the Tutorial Rate based on the number of teaching credits is multiplied by the number of students in the course, as set forth in the following table, and that product is then multiplied by the fraction of the teaching credits for the individual faculty member. In no case will the pay for an under-enrolled course exceed the pay for a fully enrolled course.

Tutorial Rate Per Student

Teaching Credits	1 Student Only	2 – 9 Students
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1	\$450	\$300
2	\$550	\$400
3	\$650	\$500
4	\$750	\$600
5	\$850	\$700
6	\$950	\$800

Notwithstanding the foregoing, the University retains the right to cancel a class or allow the class to run regardless of the number of students enrolled.

The salary for Adjunct Faculty members teaching under-enrolled courses during summer semester shall be one-half of the collected tuition for the course, not to exceed the pay for a fully enrolled course.

ARTICLE XVI

HEALTH

Section 16.1 Adjunct Faculty Costs of Participation

(a) The University offers eligible Adjunct Faculty members the opportunity to participate in medical care and dental care group coverages. Adjunct Faculty may be eligible for a Part-Time Benefit or for a Full-Time Benefit, depending on which eligibility criteria, if any, the Adjunct Faculty member has satisfied.

(b) In all instances, the University’s coverages are subject to the limitations stated in the applicable insurance policy or plan documents. The University reserves the right to change the employer and or employee contribution amounts if and when necessary to keep up with the rising cost of providing health care, subject to the same provisions as applied to other employees of the University.

(c) The monthly Adjunct Faculty benefit contribution costs to participate in the applicable coverages for the benefit plan year of 2022 are as follows for the Part-Time Benefit:

MEDICAL PLANS

	<u>Single</u>	<u>Emp/Child(ren)</u>	<u>Couple</u>	<u>Family</u>
Keystone HMO Flex	\$ 320.75	\$ 629.83	\$833.95	\$1,224.68
Keystone 515 HMO	\$ 354.75	\$ 744.97	\$975.55	\$1,418.99
Personal Choice High Deductibles	\$ 282.90	\$ 560.15	\$746.87	\$1,103.33

(Single \$1,500 Family \$3,000)

DENTAL PLANS

Cigna DHMO	\$ 4	\$ 22	\$ 22	\$ 22
Cigna PPO	\$ 21	\$ 85	\$ 85	\$ 85

VISION PLAN

Vision Services Plan	\$9.17	\$14.98	\$14.67	\$24.15
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(d) The monthly Adjunct Faculty benefit contribution costs to participate in the applicable coverages for the benefit year of 2022 are as follows for the Full-Time Benefit:

MEDICAL PLANS

	<u>Single</u>	<u>Emp/Child(ren)</u>	<u>Couple</u>	<u>Family</u>
Keystone HMO Flex	\$31.05	\$ 163.30	\$380.65	\$562.35
Keystone 515 HMO	\$75.90	\$ 242.65	\$ 484.15	\$695.75
Personal Choice High Deductibles	\$56.58	\$ 152.77	\$248.96	\$424.36

(Single \$1,500 Family \$3,000)

ER Annual HSA Cont (Single \$750, Family \$1500)

DENTAL PLANS

Cigna DHMO	\$ 4	\$ 6	\$ 7	\$ 8
Cigna PPO	\$ 8	\$ 68	\$ 68	\$ 68

VISION PLAN

Vision Services Plan	\$9.17	\$14.98	\$14.67	\$24.15
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(e) The monthly Adjunct Faculty benefit contribution costs to participate in the applicable coverages for the benefit plan year of 2023 are as follows for the Part-Time Benefit:

MEDICAL PLANS

	<u>Single</u>	<u>Emp/Child(ren)</u>	<u>Couple</u>	<u>Family</u>
Keystone HMO Flex	\$405.40	\$790.53	\$1,040.52	\$1,520.25
PPO	\$354.44	\$695.98	\$921.52	\$1,353.30
HDHP Plan	\$307.40	\$608.64	\$811.51	\$1,198.83

DENTAL PLANS

Cigna DHMO	\$4.00	\$22.00	\$22.00	\$22.00
Cigna PPO	\$21.00	\$85.00	\$85.00	\$85.00

VISION PLAN

Vision Services Plan	\$9.17	\$14.98	\$14.67	\$24.15
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(f) The monthly Adjunct Faculty benefit contribution costs to participate in the applicable coverages for the benefit plan year of 2023 are as follows for the Full-Time Benefit:

MEDICAL PLANS

	<u>Single</u>	<u>Emp/Child(ren)</u>	<u>Couple</u>	<u>Family</u>
Keystone HMO Flex	\$135.13	\$304.05	\$445.94	\$709.45
PPO	\$96.66	\$231.99	\$354.43	\$579.98
HDHP Plan	\$61.48	\$165.99	\$270.50	\$461.09

DENTAL PLANS

Cigna DHMO	\$4.00	\$6.00	\$7.00	\$8.00
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Cigna PPO	\$10.00	\$68.00	\$68.00	\$68.00
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VISION PLAN

Vision Services Plan	\$9.17	\$14.98	\$14.67	\$24.15
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Section 16.2 Eligibility for Health Benefits

(a) Eligibility for Health Part-Time Health Benefits

(1) Adjunct Faculty members who (a) are employed to teach in an instructional position for a minimum of two consecutive academic years and (b) have taught either (i) a total of 32 or more teaching credit hours over no more than the previous four (4) consecutive academic years (September 1 – August 31) or (ii) a total of 24 or more teaching credit hours in one academic year will be eligible to participate in the University’s Part-Time Health Benefits for a period of 12 months, effective the 1st of the month after satisfying the eligibility criteria at the completion of the prior fall, spring or summer semester.

(b) Eligibility for Health Full-Time Benefits

(1) Adjunct Faculty members who are employed to teach in an instructional position of twelve (12) credit hours or more in any given semester, regardless of how many semesters they have taught at the University, will be eligible to participate in the University’s Full-Time Health Benefits for a period of 12 months, effective the 1st of the month after satisfying the eligibility criteria at the completion of the prior fall, spring or summer semester.

Section 16.3 Continuing Eligibility

(a) Once an Adjunct Faculty member has achieved eligibility to participate in either the University’s Part-Time or Full-Time Health Benefits, the Adjunct Faculty member will remain eligible as follows:

(1) If applicable, any Adjunct Faculty members who became eligible pursuant to the terms applicable for qualifications for coverage for the 2019 Fall semester, whether prior to or after contract ratification, and have continued such eligibility under those terms through the effective date of this successor agreement, must continue to be employed to teach in an instructional position a minimum of six (6) credit hours during the 12-month period following initial eligibility for the University's Part-Time Health Benefits to continue.

(2) Adjunct Faculty members who became eligible pursuant to Section 16.2(a) must be employed to teach in an instructional position a minimum of eight (8) credit hours during the 12-month period following initial eligibility for the University's Part-Time Health Benefits to continue.

(3) Adjunct Faculty members who became eligible pursuant to Section 16.2(b) must be employed to teach in an instructional position a minimum of twelve (12) credit hours in at least one semester during the 12-month period following initial eligibility for the University's Full-Time Health Benefits to continue; otherwise, if the Adjunct Faculty member is employed to teach in an instructional position a minimum of eight (8) but fewer than twelve (12) credit hours in at least one semester during the 12-month period following initial eligibility, then they shall be treated as eligible pursuant to the University's Part-Time Health Benefits as set forth in Sections 16.2(a) and 16.3(a).

(4) When an Adjunct Faculty member has satisfied the initial eligibility criteria set forth in this Article XVI as of the completion of the prior fall, spring or summer semester, the Adjunct Faculty member has 30 days to notify the University and enroll in the University's Health or Dental Plans commencing at the beginning of the next calendar month. If the Adjunct Faculty member elects not to enroll in the University's Health or Dental

Plans during such 30-day period, the Adjunct Faculty member may not enroll until the following open enrollment period provided they remain benefit eligible under the terms of Article XV.

Section 16.4 Conditions of Eligibility

(a) In all instances covered by this Article XVI, Adjunct Faculty members who supervise, but do not teach, students do not receive course credit that can be applied toward eligibility for the University's Part-Time or Full-Time Health Benefits.

(b) In all instances covered by this Article XVI, if an Adjunct Faculty member splits the teaching responsibilities for a course with another instructor, only half the credit (or other applicable pro rata portion) is considered towards the eligibility requirement for each Adjunct Faculty member.

Section 16.5 Additional Eligibility Credit for Non-Teaching Compensated Labor

Adjunct Faculty members who perform compensated non-teaching work for the University, as defined in Article XXVII, will have that work applied toward eligibility for the University's Health Benefits described in this Article at a rate of forty (40) hours per credit. The only non-teaching compensated work that may be credited toward benefits eligibility is work that is requested, approved, and documented per Article XXVII. For the purposes of this Section, the hours that may be applied toward eligibility are the hours estimated for such work by the University per Article XXVII. Hours between increments of forty (40) hours shall not be credited toward benefits eligibility (i.e. there will be no eligibility for partial credits). For example, 40 hours = 1 credit; 80 hours = 2 credits, but 60 hours will only be considered 1 credit.

Section 16.6 The University reserves the right to change carriers and plans from time to time and may self-insure or fully insure either the medical, dental, or vision plans from time to

time as long as the University continues to offer comparable benefits. The University will at all times during the term of this Agreement offer at least one HMO and one non-HMO Health Plan

ARTICLE XVII

RETIREMENT

Section 17.1 An Adjunct Faculty member may make a voluntary contribution of an amount up to the legal limit of the Adjunct Faculty member's base salary (limited to pay for teaching credit hours, including regular, special and tutorial rates set forth in Article XV), but excluding all other stipends including, but not limited to, Course Development and Professional Development payments and faculty awards) to TIAA (the Teachers Insurance Annuity Association of America-College Retirement Equities Fund (formerly known as TIAA-CREF)). The University will match the Adjunct Faculty member's contribution dollar-for-dollar up to a maximum contribution of 5% of base salary. If the faculty member elects to contribute an amount above 5% of base salary, the additional amount above 5% of base salary will not be matched by the University. Adjunct Faculty members who previously have invested in Vanguard funds may continue to maintain those investments in Vanguard, but no new contributions will be made to Vanguard. The contributions of the individual and the University and the interest earnings thereon are immediately and fully vested in the adjunct faculty member.

ARTICLE XVIII

COURSE CANCELLATIONS

Section 18.1 In the event a course assignment is made but then cancelled or reassigned by the University, the Adjunct will receive a payment equaling (a) 10% of their salary for a course that is cancelled or reassigned less than twenty-one (21) calendar days before the first scheduled class for the Fall semester, seven (7) calendar days for the Spring semester, and seven

(7) calendar days for the Summer sessions or (b) 20% of their salary for a course that is cancelled or reassigned after the first scheduled class but prior to the 5th scheduled class.

Section 18.2 In the event an Adjunct misses three or more classes during a semester and the University reassigns the course, the Adjunct will receive a payment for 20% of the unpaid portion of the salary the Adjunct would have received for teaching the complete course.

Section 18.3 In the event an Adjunct misses the first three classes of the semester, or more, and the University reassigns the course, the Adjunct will receive no compensation.

ARTICLE XIX

TUITION REMISSION

Section 19.1 For Adjuncts. Adjunct faculty who teach at least two courses for Arcadia University during an academic year (September 1 to August 31) are eligible for tuition remission at Arcadia University as follows:

(a) For every two such courses an Adjunct Faculty member teaches at the University during an academic year ("course" refers to carrying three or four semester hours of credit), he/she may enroll in one course at the University for half the tuition cost, subject to these two limitations:

(1) The course must be taken within the academic year in which the faculty member has taught or no later than the following Spring Semester.

(2) Enrollment is on a space available; if class is limited paid students will take precedence over faculty/staff employees.

Section 19.2 For Dependents of Adjuncts.

(a) Dependent children of Adjunct Faculty will be eligible for 100% tuition remission, subject to the following conditions:

(1) Adjunct Faculty must have already taught a minimum of 36 courses (equivalent to a minimum of 108 teaching credit hours for graduate courses or 144 teaching credit hours for undergraduate courses or between 108 and 144 for a mix of graduate and undergraduate courses) within the seven (7) academic years preceding the semester in which the Adjunct seeks to utilize the Tuition Remission benefit for a dependent.

(2) Adjunct Faculty must teach at least two (2) courses in an Academic Year to continue to receive the benefit for their dependents.

(3) If an Adjunct Faculty member dies while their dependent child(ren) are receiving Tuition Remission under this Section, the dependent child(ren) will continue to receive Tuition Remission through their undergraduate course of study.

(4) 100% tuition remission will only be available for undergraduate tuition (including participation in one international program directly operated by the University).

(b) For Adjunct Faculty who do not meet the criteria for 100% tuition remission described in Section 19.2(a) but do regularly teach at the University, dependent children of such faculty will be eligible for 50% tuition remission, subject to the following conditions:

(1) Adjunct faculty must have taught a minimum of 21 courses (equivalent to a minimum of 63 teaching credit hours for graduate courses or 84 teaching credit hours for undergraduate courses or between 63 and 84 for a mix of graduate and undergraduate

courses) over seven (7) academic years preceding the semester in which the Adjunct seeks to utilize the Tuition Remission benefit under this section 19.2(b).

(2) Adjunct faculty must be currently employed by the University to receive this benefit for their dependents.

(3) If an Adjunct Faculty member dies while their dependent child(ren) are receiving Tuition Remission under this Section, the dependent child(ren) will continue to receive Tuition Remission through their undergraduate course of study.

(4) 50% tuition remission will only be available for undergraduate tuition (including participation in one international program directly operated by the University).

(c) All terms and conditions for the Tuition Remission benefit described in this Section are subject to the same definitions and restrictions applicable to full-time faculty of Arcadia University, except to the extent modified herein.

ARTICLE XX

PROFESSIONAL DEVELOPMENT

In order to enhance professional development opportunities for Adjuncts, the University will provide funding and make awards on the following basis:

Section 20.1 Effective the first full Fiscal Year on or after ratification of this Agreement, and each subsequent Fiscal Year during the term of this Agreement, the University will designate \$9,000 per Fiscal Year (referred to herein as the "Adjunct Professional Development Fund") to be available to fund participation by Adjuncts in scholarship or professional practice development that will contribute to the improvement of teaching.

Section 20.2 Adjuncts will no longer be eligible to apply for professional development awards from the general professional development budget available to fund other University faculty.

Section 20.3 Awards from the designated \$9,000 will be made on a reimbursable basis in amounts up to \$750 per Adjunct who receives an award. Requests may be submitted by June 1, September 1 and December 1. Each of the three enumerated dates shall be treated as a separate application date ("Application Date").

Section 20.4 Adjuncts seeking an award will submit their request to the Dean on a form designated by the University on or before the designated Application Date. Each Dean will review all requests submitted to him/her within 30 days and submit the Dean's recommendation to the Provost whether or not to grant an award, subject to funding availability in the Adjunct Professional Development Fund.

Section 20.5 The full amount of the \$9,000 overall funding shall be available as of June 1 based on applications submitted by Adjuncts on or before any of the three Application Dates described in Section 20.3. If the full \$9,000 has not been awarded by January 15, a committee consisting of a representative of the Provost's Office and one of the Deans and two Adjuncts designated by the Union shall award the remaining balance in amounts no greater than \$750 to such applicants as the committee shall select, so that the full amount is awarded. There shall be no rollover of unused funds from one Fiscal Year to the next.

(a) Subject to the provisions of Section 20.5, the Provost will in his/her sole discretion, determine which awards to grant during the three Review Periods that fall within each Fiscal Year. No later than 10 days after the conclusion of each Review Period, the University will notify each applicant on the outcome of his/her application and will provide the Union with

a report containing the names of all applicants, whether an award was made and if so, the amount awarded.

Section 20.6 Adjuncts who are the recipients of awards must submit documentation of all applicable expenses that are the subject of the award no later than May 31 of the Fiscal Year in which the award was made in order to be reimbursed.

Section 20.7 Following participation in the event that was the subject of the award, the Adjunct will submit to the Dean within 30 days after the event a brief report on the event, and how its subject matter can be used to contribute to the curriculum, and teaching by Adjuncts, at the University.

Section 20.8 No individual Adjunct shall be eligible for a funding award for more than one professional development program per Fiscal Year. An Adjunct whose request is not granted in one Review Period may, if they so choose, submit the same or a different request in another Review Period in that Fiscal Year.

ARTICLE XXI

ADJUNCT FACULTY PRIVILEGES

Section 21.1 Consistent with the administration of these privileges for Adjunct Faculty that immediately preceded the effective date of the initial Collective Bargaining Agreement, Adjunct Faculty (defined for the purposes of this Section as Adjunct Faculty Members who have taught at least one course in the previous Academic Year) will continue to be permitted to utilize the following benefits, subject to general availability:

(a) Use of equipment and facilities of the Kuch Center for Exercise and Physical Fitness. The normal community resident membership fee is waived for Adjunct Faculty.

- (b) Free admission to Arcadia University Theater production and to the Art and Design shows in the various University galleries.
- (c) Arcadia University Book Store 10% discount.
- (d) Arcadia University Library privileges.
- (e) Admission to campus events (subject to space limitations and fees for certain outside events).

ARTICLE XXII

COURSE DEVELOPMENT

In those instances in which Adjuncts request or are requested to develop a new undergraduate or graduate course for the University, the course development will be governed by the approval and stipend process set forth in this Article. Approvals must be obtained prior to the performance of compensable work.

Section 22.1 Face-to-Face Courses. If the course is to be taught face-to-face, the Adjunct first must submit to his/her (i) Dean and (ii) Department Chair or Program Director a proposal describing the intended course. If the Dean and Department Chair/Program Director both believe there is need for the course, they will submit the proposal to the Academics Committee of the Faculty Senate ("Academics Committee"). If the Academics Committee preliminarily approves of the proposed course topic, it will forward its recommendation to the Provost's Office for its review, preliminary approval and reserving a stipend.

Section 22.2 On-Line Courses. If the course is to be taught on-line, the Adjunct first must submit to his/her (i) Dean and (ii) Department Chair or Program Director a proposal describing the intended course. If the Dean and Department Chair/Program Director both believe there is need for the course, they will submit the proposal to Academics Committee and

to Academic Technology Services for review of the proposed course topic and method of presentation. If the Academics Committee and Academic Technology Services preliminarily approve the proposed course topic and method of presentation, the Committee's recommendation shall be forwarded to the Provost's Office for review, preliminary approval and reserving a stipend.

Section 22.3 Hybrid Courses and Conversions. Hybrid courses are those taught partially in face-to-face format and partially in on-line format. Conversions occur when a face-to-face teaching format is restructured, following all approvals as set forth in this Article, to incorporate a minimum of 50% online teaching format. In such case, the Adjunct first must submit to his/her (i) Dean and (ii) Department Chair or Program Director a proposal describing the intended restructuring. If the Dean and Department Chair/Program Director both believe there is need for the restructuring, they will submit the proposal to Academics Committee and to Academic Technology Service for review of the proposed restructuring. If the Academics Committee and Academic Technology Services preliminarily approve the restructuring, the Committee's recommendation shall be forwarded to the Provost's Office for review, preliminary approval and reserving a stipend.

Section 22.4 Stipends will be awarded in the amounts set forth below to individual Adjuncts and, if more than one Adjunct participates in the course development, the stipend will be split equally among those Adjuncts. When setting stipends for development of face-to-face courses, on-line courses, hybrid courses and conversions, the Provost will use the following table:

Type of Course	3 & 4-Credit	1 & 2-Credit
Original Face-to-Face Course	\$1,000	\$ 500
Original Hybrid Course	\$2,500	\$1,250
Original Online Course	\$3,500	\$1,750

Conversion to Hybrid Course	\$2,000	\$1,000
Conversion to Online Course	\$3,000	\$1,500

Section 22.5 Upon completing the course development, the Adjunct shall submit the proposed curriculum to the Provost's Office no later than 10 months after notice of the preliminary approval. In addition to its own review, the Provost's Office will submit the Adjunct's product to the Academics Committee and, in the case of on-line courses, to Academic Technology Services for review. If revisions to the proposed course or its method of presentation are required, that deficit will be communicated to the Adjunct by the Academics Committee or Academic Technology Services, and the Adjunct will have 30 days' from the receipt of such notice to revise and resubmit the proposed course for further review. Final approval of the course by the Academics Committee and, where applicable, Academic Technology Services must be obtained within 12 months after notice of the preliminary approval in order for the Adjunct to be paid.

Section 22.6 Once final approval of the course has been granted, the Adjunct will submit to the Provost's Office copies of such approvals. Payment of the stipend will be made by the second full pay period after final approval.

Section 22.7 The approvals and recommendations of the Dean, Department Chair, Program Director, Academics Committee, Academic Technology Services and Provost's Office up to the point of preliminary approval of the development of a course are subject to the absolute discretion of each, and are not subject to grievance and arbitration. None of the foregoing individuals is required to approve the development of any course by an Adjunct. However, any disputes following preliminary approval through final approval and payment of the stipend are subject to grievance and arbitration.

Section 22.8 All works of authorship and tangible media created in connection with the development of a course (whether face-to-face course, online course, or hybrid course), including but not limited to, course syllabi, assignments, tests, course notes, lectures and lecture notes, interactive media, computer programs, Web pages and other digital materials, course plans, curricula, bibliographies, video, audio and audio-video recordings, and other similar materials, shall be owned exclusively by the Adjunct and shall not be treated as a "joint work." However, the University shall be granted a non-exclusive, 6-year, worldwide, royalty-free license to use all such works of authorship and tangible media, and to create derivative works therefrom and based thereon, consistent with its educational and other missions. Any Adjunct who develops a course shall retain the right of first refusal to teach that course the first two academic years it is offered by the University. Any Adjunct who develops a course agrees to deliver to the University a list of all third-party materials included or used in such course, including the source thereof and any available information concerning rights thereto. The Adjunct represents to the University that any materials created for or used in such course that are not included in such list were either created by the Adjunct or are in the public domain.

Section 22.9 Adjuncts do not have the exclusive right to develop courses. The University may request or permit other faculty, staff or third persons to develop courses. This Article is intended only to describe the procedure by which Adjuncts may seek approval of course development for a stipend and how the stipends will be calculated and paid.

ARTICLE XXIII

HEALTH AND SAFETY

Section 23.1 The University acknowledges its responsibility to provide a safe and healthy workplace in accordance with federal, state and local law, and to correct any unsafe

condition or safety or health hazard. The University shall provide for the health and safety of all Faculty, staff, and students through promulgation of reasonable rules and regulations intended to mitigate the spread of COVID-19 or another public health emergency that is declared by public health authorities to be a pandemic.

Section 23.2 This section does not constitute a waiver by the Union of the right to bargain over other health and safety issues unrelated to COVID-19 or another public health emergency that is declared by public health authorities to be a pandemic that may arise, nor does the union waive its right to bargain over the impact or effects any rule or regulation adopted by the University pursuant to this section has on the wages, hours, and terms and conditions of employment of bargaining unit members.

ARTICLE XXIV

FMLA LEAVE

Section 24.1 Any Adjunct Faculty member who takes a form of leave protected by the Family and Medical Leave Act shall be brought back the next available semester at a teaching load comparable to their pre-Leave teaching load.

ARTICLE XXV

UNION RIGHTS

Section 25.1 No employee shall engage in any union activity that disrupts normal business and academic or co-curricular activities.

Section 25.2 A reasonable number of non-employee Union representatives shall have reasonable access to the public areas of the University during working hours for the purposes of administering the Agreement so long as normal business and academic or co-curricular activities are not disrupted. Such representatives shall have the same access to public areas of the

University as the general public and, while there, shall be subject to the same rules of conduct, as the general public.

Section 25.3 The Union shall have access to meeting space on campus, subject to the same procedures as any and/or all other campus organizations.

Section 25.4 The University shall provide two designated adjunct office spaces on the Glenside campus, which shall be operated and maintained by the University (physical infrastructure and cleaning). The University may change the location of the office spaces with notice to the Union of at least five (5) business days, except in the case of an emergency. The Union shall be responsible for scheduling the use of the offices by Adjunct Faculty members.

Section 25.5 Union representatives shall be given time by the University at all New Faculty Orientation sessions that are attended by bargaining unit members, if held, or in the event of a virtual New Faculty Orientation process, union representatives shall be permitted to include content, which shall clearly indicate that the content is being provided by the Union, in order to address new faculty bargaining unit members, and the University shall inform new faculty bargaining unit members of the Union's status as the exclusive bargaining unit representative, and of the location where an electronic copy of this Agreement can be viewed and/or downloaded.

Section 25.6 The University shall continue to maintain a page that includes links to the Collective Bargaining Agreement, a digital copy of the Union Membership Card, and a link to the Union website somewhere on its public-facing website.

ARTICLE XXVI

JOB POSTING

Section 26.1 Full-Time Faculty Positions.

(a) The University shall make a regular internal announcement on at least a weekly basis, via email, Learning Management System notification, or any other reasonable means they deem appropriate, for all job postings, including Full-Time Faculty positions.

(b) The University and the Union acknowledge and agree that full-time faculty positions are outside the scope of the bargaining unit covered by this Agreement. Accordingly, the University is not limited in any respect in setting the qualifications for full-time faculty positions, determining the manner of selection for those positions, or establishing or modifying the terms and conditions of employment for those positions, except to the extent modified herein. Adjunct Faculty members are encouraged to apply for open full-time faculty positions. The University will consider all applications submitted by Adjuncts for full-time faculty positions, with their service as adjuncts taken into account, and currently-employed Adjunct faculty members who meet the education, skills, and experience for the position as determined by the search committee will be interviewed. The University's decision regarding who to hire for an open full-time faculty position is within the sole discretion of the University and such hiring decisions are not subject to the grievance and arbitration provisions of this Agreement.

Section 26.2 Adjunct Faculty Positions.

(a) The University will continue to electronically post job openings, including those for Adjunct Faculty positions.

(b) Such job postings will consist of and clearly delineate the following points:

- (1) Preferred educational and professional qualifications
- (2) Duration of appointment

- (3) Credit hours and/or a reasonable description of the work
- (4) A link to the Collective Bargaining Agreement, which will contain

the applicable salary and other terms and conditions of employment for the position.

ARTICLE XXVII

NON-TEACHING COMPENSATED LABOR

Section 27.1 To encourage participation in the University's community and to enrich the overall experience of the institution, the University has and will continue to provide stipends for certain labor performed for the benefit of the University as a whole. Beginning the first semester following ratification of this Agreement, the University shall document and share with the Union the conditions for all University-requested-and-approved, compensated, non-teaching labor performed by Adjunct Faculty, including the estimated hours required, the wages provided, and the University's rationale for determining said hours and wages. To be compensable under this Article, the labor in question must be approved in writing by the Provost or their designee.

Section 27.2 Requested-and-approved, compensated, non-teaching labor includes, but is not limited to:

- (a) Service on the Senate and its constituent committees
- (b) Participation on Task Forces
- (c) Participation on Committees
- (d) Advising Students
- (e) Work on Departmental Projects
- (f) Service toward University Initiatives

Section 27.3 Requested-and-approved, compensated, non-teaching labor does not include:

(a) Any labor or other activities that are covered by the Adjunct Faculty member's regular teaching compensation.

(b) Any meeting or attendance that is optional or encouraged by the University that is not compensated.

Section 27.4 Such labor shall be compensated in a total amount paid to the Adjunct Faculty member on a regular basis. The total amount will be the equivalent of a rate not less than \$25 per hour for the estimated hours for the work in question, except as otherwise provided herein in paragraphs 5 and 6.

Section 27.5 In the event that the University requests and approves Adjunct-Faculty-compensated, non-teaching labor that an Adjunct Faculty member had previously performed for the University, that labor shall not be compensated at a rate less than had been previously agreed upon.

Section 27.6 In the event that non-teaching, compensated labor is subject to a grant or other funding source with restrictions on the amount of pay, the University will offer such work at the rate provided by in the grant or other funding source.

ARTICLE XXVIII

PAST PRACTICE

Section 28.1 All past practices inconsistent with this Agreement are eliminated, unless otherwise specifically agreed by the parties in writing. As used in this Article, the term "past practice" must be unequivocal, clearly defined and acted upon, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. The previous failure by the University to have exercised any right retained by management, whether explicitly or implicitly, shall not be construed to constitute a past practice.

ARTICLE XXIX

WAIVER

Section 29.1 No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto or any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

ARTICLE XXX

ZIPPER

Section 30.1 The parties hereto acknowledge that this Agreement embodies the complete and final understanding reached by the parties as to wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement. No addition to, alteration, modification or waiver of any term, condition or restriction in this Agreement shall be binding unless made in writing and signed by the University and the Union. The Union and the University agree that the Union and the University, respectively, shall not be obligated to bargain collectively with the University and the Union, respectively, during the term of this Agreement on any matter covered herein or omitted here from. Notwithstanding the foregoing, the parties may, by mutual agreement during the life of this Agreement, subsequently enter into supplemental agreements.

ARTICLE XXXI

SEPARABILITY

Section 31.1 This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having

jurisdiction; and policies, rulings and orders of any competent accreditation bodies. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, the parties shall meet and bargain in good faith the appropriate language to bring that provision, and only that provision, into compliance with such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect, and without modification. In the event of impasse, there shall be no right of the Union to strike or of the University to lock out employees.

ARTICLE XXXII

DURATION

Section 32.1 This Agreement shall be in full force and effect from _____ [ratification date] and remain in effect until and including June 30, 2027.

ARCADIA UNIVERSITY

UNITED ACADEMICS OF
PHILADELPHIA AFT-PA, AFT, AFL-CIO
LOCAL 9608

