

Lincoln University Board of Curators
April 15, 2021
OPEN SESSION - Part II

1. Call To Order:

The Lincoln University Board of Curators Open Session was officially called to order by Board President Victor B. Pasley at 3:36 p.m., on Thursday, April 15, 2021, in the Board Room, 201 Young Hall, on the Lincoln University campus, Jefferson City, Missouri. Due to the COVID-19 pandemic, the Board meeting was held in person and via zoom.

1. A. Roll Call: Curators present were: Vernon V. Bracy, Stacia R. Bradley Brown, Everidge Cade, Jr., Richard G. Callahan, Don W. Cook, Sr., Frank J. Logan, Sr., Victor B. Pasley, Richard R. Popp, and Terry Rackers. Rose Ann Ortmeyer recorded the minutes.

2. Lincoln University MNEA Agreement (Enclosure 13):

Curator Rackers moved for approval of the attached agreement between the Lincoln University Board of Curators and the LUMNEA/MNEA "Union." Curator Callahan seconded the motion. Motion carried.

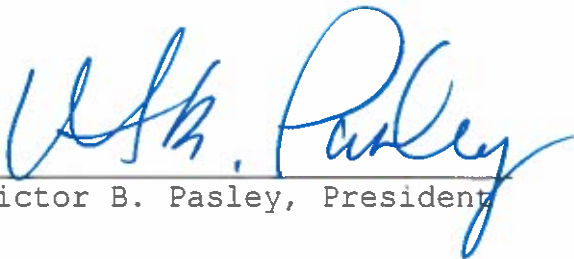
3. Other Business:

There was no Other Business for discussion in Open Session.

4. Adjournment:

Curator Callahan moved for adjournment of the Open Session of the Lincoln University Board of Curators. Curator Rackers seconded the motion. Motion carried.

Part II of the Open Session of the Lincoln University Board of Curators adjourned at 3:38 p.m.


Victor B. Pasley, President


Richard G. Callahan, Secretary

PREAMBLE

This agreement is between the Board of Curators of Lincoln University, the employer, hereinafter referred to as the "University," and the LUMNEA/MNEA, hereinafter referred to as the "Union," in support of the University's mission.

SECTION 1 RECOGNITION AND BARGAINING UNIT

The University recognizes the Union as the collective bargaining representative of the bargaining unit:

Academic faculty whose academic appointment is .75 FTE or higher and who is a member of a department in which a degree program is housed and whose conditions of employment is a probationary tenure or tenured track appointment, excluding all other employees including supervisory, managerial, and confidential employees.

SECTION 2 DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

- 2.1 Academic Units: The colleges and schools within the University.
- 2.2 Bargaining Unit: the bargaining unit as defined in 1.1 above.
- 2.3 Board of Curators or Board: the Board of Curators of Lincoln University.
- 2.4 Faculty/faculty member: members of the bargaining unit.
- 2.5 President: the President of the University.
- 2.6 Union: LUMNEA, a local affiliate of the Missouri National Education Association.
- 2.7 University: Administration and management of Lincoln University.

SECTION 3 ACADEMIC FREEDOM AND RESPONSIBILITY

- 3.1 The University and the Union agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning.

3.2 The Board agrees that academic freedom of its full-time faculty is vital to the success of the University in fulfilling its obligations to its students and to society. The Board and the Union agree that academic freedom is essential to these purposes and applies to professional activities. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental to the protection of the rights of the faculty member in teaching and of the student in learning. Professional activities carry duties correlative with rights, including:

3.2.1 Faculty members are entitled to freedom in research and in the publication of the results (qualified insofar as necessary in the case of sponsored research), subject to the adequate performance of their other academic duties.

3.2.2 Faculty members are entitled to freedom in the classroom in discussing topics relevant to instructional objectives, but have the responsibility not to depart from their respective areas of competence or to divert substantial time to material outside of relevant instructional objectives.

3.2.3 Faculty members are citizens, members of an educational institution, and members of learned professions. When they speak or write as citizens, they are to be free from institutional censorship or discipline, but their special position in the community imposes special obligations. They should anticipate that the public may judge their profession and their institution by their utterances and actions. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate they do not speak for the University.

SECTION 4 FACULTY SENATE

The University and the Union acknowledge the role of the Faculty Senate in shared governance. The Union represents faculty interests on wages, hours and terms and conditions of employment. The Union shall endeavor to work collegially with the Faculty Senate.

SECTION 5 LUMNEA-LU PARTNERSHIP

The University and the Union recognize that an effective and harmonious working relationship will facilitate the achievement of strategic goals. This will advance the University's mission and strategic plan and provide an environment conducive to achieving excellence.

- 5.1 The Provost will arrange for the LUMNEA Executive Board and the LUMNEA President and/or designee to meet at least once per semester with the deans and the Provost and/or designee to discuss issues arising in implementation of this Agreement, issues of communication with LUMNEA, and opportunities for both parties to collaborate.
- 5.3 Pursuant to this right, the University agrees to provide relevant documents and records of the University that are not subject to privacy concerns or otherwise interfere with the deliberative processes of the University, as well as those subject to attorney-client privilege. In addition, those documents and records specifically excluded by state and federal statute need not be disclosed, including those records identified as closed records in 1.08 of the Rules and Regulations. The reason for any denial to provide documents and records will be provided in a reasonable time.

SECTION 6 MANAGEMENT RIGHTS

- 6.1 Unless specifically and expressly limited by the terms of this Agreement, the University retains all the customary and usual rights, decision making, management prerogatives, functions and authority connected with or in any way incidental to its responsibility to provide overall leadership toward achieving all aspects of the University's strategic directions and to manage the University or any part of it.
- 6.2 If changed appropriations, financial conditions, adverse weather, terrorism, strike, *force majeure* or emergency conditions arise and materially adversely change the financial and administrative condition of the University, the parties agree to meet and reopen those affected portions of the Agreement within ten (10) business days of the declaration of said adverse change. Thereafter, the Impasse provisions in the Policy on Collective Bargaining will apply if no agreement is reached.

SECTION 7 UNION RIGHTS

- 7.1 The University will provide to the Union a roster of all bargaining unit members for the fall, spring and summer semesters within approximately fifteen (15) business days, from the beginning of each semester. The list will include, but not be limited to, the date of hire, percentage of FTE, job title, and department.
- 7.2 The Union and its direct representatives have the right to use University facilities on a space available basis for the purpose of holding Union meetings and conducting Union business, so long as official business of the University is not disrupted and the space is

appropriately booked and otherwise the activity is consistent with the University's Rules and Regulations. Further the Union shall hold the University harmless for any and all claims arising from such use of the facilities.

- 7.3 Union officers and direct representatives have the right to make de minimis use of University campus mail, fax machines, office machines, e-mail and the internet for the purpose of bargaining and implementing this Agreement. The Union shall be provided with a designated mail stop. The Union may use copiers to copy materials needed for the administration of the Agreement. Such usage must not interfere with official University business. The University further reserves the right to deny access to any and all communications for reasons of security and/or policy violations, nor shall University employee time be utilized in such usage. There shall be no expectation of privacy, such that the University shall have the right to monitor such usage for compliance with the CBA and relevant Rules and Regulations.
- 7.4 In the interest of promoting sustainable practices, the University will post a copy of this Agreement on the Human Resources intranet. The University will provide copies of the contract to individuals charged with administering the contract.
- 7.5 The Union shall be furnished a copy of the full agenda and other public information assembled for the regular and special meetings of the Board of Curators. These materials shall be provided at the same time they are provided to the public. The Board of Curators Bylaws and University Rules & Regulations apply to participation in Board meetings. However, members of the bargaining unit shall not be prohibited from addressing the Board of Curators.
- 7.6 The University will provide space on existing bulletin boards in each major academic building for the posting of official notices of the Union regarding Union meetings or elections. Material posted on the bulletin board will be appropriate to the work place, politically non-partisan, and in compliance with the State's ethics laws.

SECTION 8 SABBATICAL LEAVE

A faculty member who has been employed full-time by Lincoln University six consecutive years and who has been awarded continuous academic tenure is eligible to apply for a sabbatical leave. The person who is granted a sabbatical leave is entitled to one-half an academic year at full salary or a full academic year at half salary.

Faculty members who wish to apply for a sabbatical leave must write a letter of application addressed to the Board of Curators, transmitted through the appropriate academic channels beginning with the immediate supervisor. The application for leave with pay shall include a

precise statement of planned activities designed to contribute to the professional growth of the applicant and to the benefit of the University. At the end of the sabbatical leave period, the faculty member shall submit a report to the VPAA detailing the nature and extent of activities engaged in during the leave.

The faculty member who completes a sabbatical leave must return to Lincoln University for at least one semester following the sabbatical. A faculty member who does not return following the sabbatical will be required to refund to the University, on a prorated basis, the salary received during the leave.

Sabbatical leave shall be dependent upon available funding, as determined by the president in consultation with the vice president for Academic Affairs.

- No more than 3 sabbaticals will be awarded per academic year (note: only one person per department may be granted a sabbatical at a time, and only two persons per college may receive a sabbatical in the same year).
- The award of a sabbatical leave is not guaranteed.
- The review process will begin with the Department Head whose recommendation must include a cost analysis and plan for how to cover the duties of the faculty member during the sabbatical period.
- Department Heads will submit their recommendations to the Dean.
- The Provost/VPAA will convene a standing Sabbatical Review Committee (made up of two representatives from each college; one of which shall be the dean) who will review faculty sabbatical proposals and make recommendations to Provost/VPAA.
- The faculty sabbatical proposal must have the support of the Department Head, Dean, and the Sabbatical Review Committee.
- The Provost/VPAA makes sabbatical recommendations to the President.
- The President upon review and consideration of the recommendations forwards the recommendations to the Board for final approval.
- Within 60 days after the return from a sabbatical leave, the recipients must submit a report to the Provost/VPAA detailing the work accomplished during their leave.
- Faculty recipients will be required to give a public presentation which will be advertised by the Office of the Provost/VPAA to his/her faculty colleagues and placed in their personnel file.
- It needs to be noted that persons on sabbaticals cannot work at another institution for pay without the permission of the Provost/VPAA and President.

SECTION 9 NO STRIKES

During the life of this Agreement and during any written extension thereof, the Union agrees that it will not strike. The University agrees during that same period it will not lockout the bargaining unit.

The Union recognizes Section 105.530 of the Missouri Revised Statutes. In addition, the Union recognizes the prohibition of secondary boycotts under this statute.

SECTION 10 COLLECTIVE BARGAINING GROUND RULES

- 10.1 Purpose: The purpose of these ground rules is to describe the procedure to be used in negotiating the Agreement between the Faculty and the University.
- 10.2 The Bargaining Teams: The team negotiating on behalf of the University shall be appointed by the President of the University in such number as he/she sees fit, provided that any member of the University team thus appointed must be fully able to enter into tentative agreements at the bargaining table on behalf of the University. The team representing the Faculty shall likewise be fully empowered to enter into tentative agreements at the table on behalf of the Union.
- 10.3. Ground Rules
 - 10.3.1 Bargaining shall be conducted in conformity with the Rules & Regulations of Lincoln University, Sections 2.70-2.77.
 - 10.3.2 Scheduled bargaining sessions shall start on time and end on time, unless otherwise agreed by both teams.
 - 10.3.3 The University and LUMNEA bargaining teams will be selected in conformity with the Rules & Regulations of Lincoln University, Section 2.70-2.77.
 - 10.3.4 All members of both teams shall be present at each scheduled bargaining session; if a member of a team is not present, that team must be prepared to move ahead without the absent member.
 - 10.3.5 No observers shall be allowed in the bargaining sessions.
 - 10.3.6 Any member of either team may call for a caucus at any time.
 - 10.3.7 Upon calling for a caucus, the individual must announce the length of time needed for the caucus; the teams will reconvene at the end of the announced time; if additional time is needed, the team must notify the other team at or before the conclusion of the previously-announced time.

10.3.8 The team presenting a proposal will be allowed to present uninterrupted; at the end of the presentation, the other team will be allowed to ask as many questions as needed for a full understanding of the issue giving rise to the proposal, how the proposal addresses the issue, and the proposal itself.

10.3.9 The team receiving a proposal will be allowed adequate time within which to respond to the proposal, providing such time is reasonable given the circumstances.

10.3.10 At the conclusion of each bargaining session, each team may communicate with its constituents if it so desires; however, neither team or any member thereof may communicate with anyone not on the team during a bargaining session, unless such communication is agreed upon by the other team prior to the communication. Constituents of the University bargaining team are the Board of Curators, the President of the University, members of the President's Cabinet and/or members of the Deans' Council Constituents of the LUMNEA bargaining team are the LUMNEA Executive Board, members of the bargaining unit and/or MNEA Legal Counsel.

10.3.11 Neither team or any member thereof may speak to anyone other than a constituent, as defined above, about the progress of bargaining or the specifics thereof until such time as the proposed contract is ratified or impasse is reached pursuant to Rules & Regulations Section 2.74, whichever occurs first. Additionally, no constituent may speak to anyone other than the members of their bargaining team about the progress of bargaining or the specifics thereof until such time as the proposed contract is ratified or impasse is reached.

10.3.12 At such time as the teams reach tentative agreement on a proposal, said tentative agreement shall be reduced to writing and initialed by a designated representative of each team.

10.3.13 At such time as tentative agreement is reached on all proposals, the tentatively agreed upon proposals shall be collected into a proposed contract and submitted for ratification pursuant to the Rules & Regulations, Sections 2.70-2.77.

10.3.14 Bargaining sessions which are held via Zoom shall be subject to the same rules as in-person bargaining sessions, with the following additions:

10.3.14.a. All participants in a Zoom session shall have cameras on during the session and shall not allow anyone not a team

member to sit in the room or otherwise hear the conversation during the session.

- 10.3.14.b. Zoom sessions will not be recorded, unless otherwise agreed upon by both teams; in the event it is decided that a session will be recorded, the recording will be made available to both teams.
- 10.3.14.c. Caucuses shall occur via Zoom's Breakout Room feature, with the members of each team assigned to the room designated for their team.
- 10.3.14.d. No member of the other team shall enter the Breakout Room of the either, unless specifically invited by that team.
- 10.3.14.e. At the end of the caucus, the designated member of the caucusing team will send a text message to the designated member of the other team, letting them know that team is ready to reconvene in joint session. Only when both teams are ready to reconvene will the Breakout Rooms be closed for that caucus.

SECTION 11 WORKPLACE VIOLENCE

The University is committed to maintaining a work environment that is as free as possible from acts or threats of violence. The University will continue to make all reasonable efforts to protect the safety and security of faculty and the University community, and will maintain appropriate written policies for dealing with violence in the workplace.

11.1 Notifications: Notification of students placed on conduct holds will be given to those with a need to know, as determined by the University.

11.2 Safety and Security Committee: Membership of the Safety and Security Committee, a standing University committee, will be determined as follows: the President shall appoint the committee co-chairpersons and one-third of the membership; the officers (or an ad hoc nominating committee) of the Faculty Senate and Staff Council shall make recommendations to the President for one-half of the membership, some of whom may be members of the bargaining unit; the LUMNEA shall make recommendations to the President for one co-chair and one-sixth of the membership by May 1 of each academic year. This provision of this

Agreement is inconsistent with Rules & Regulations Section 2.02 and shall prevail over said section of the Rules & Regulations as to membership and responsibility of in the Safety and Security Committee and members of the bargaining unit. The committee shall meet as necessary to address the need for campus and workplace safety.

11.2.1 The Co-Chairs of the Safety and Security Committee shall convene meetings of said committee as often as necessary, as determined by the co-chairs, to address urgent concerns.

11.2.2 The functions of the Safety and Security Committee, shall include those responsibilities set out in the Committee Listing, and in addition, shall include the recommendation of policies and actions relating to the on-campus safety and security of the students, faculty, and staff of Lincoln University.

11.2.3 The Safety and Security Committee will engage stakeholders using a variety of mechanisms which may include soliciting anonymous suggestions and survey responses, public town hall meetings, consultation with campus and community safety and security professionals and other experts as needed.

11.2.4 The Safety and Security Committee may identify and recommend training and resources needed to address safety concerns and the reduction of violence on campus. Training programs may emphasize safe workplace practices and be made available to all employees and students.

SECTION 12 DISCIPLINARY ACTION/DISCHARGE

12.1 No faculty members shall be disciplined or discharged without just cause, however management rights shall not be ignored in determining whether cause exists.

12.2 The University will employ, where appropriate, progressive discipline, including but not limited to the following steps: verbal warning, written warning, suspension without pay, and discharge. The University shall tailor discipline, to be directed specifically at the alleged transgressor, to respond to the nature and severity of the offense, and will not be required to apply progressive discipline where the University reasonably believes that the severity of the alleged offense calls for the imposition of discipline at an advanced step.

12.3 Disciplinary Procedures

1. Informal meetings between the University and faculty regarding workplace issues are encouraged.
2. Faculty shall be given fair and reasonable opportunity to respond to complaints which could result in discipline.
3. If, prior to or during an investigatory meeting between the University and a faculty member, the faculty member reasonably concludes that discipline could result, the faculty member shall be entitled to representation by the Union. If necessary, the meeting may be suspended for a reasonable time to obtain representation, but no more than one business day. All disciplinary meetings shall be conducted in private.
4. The University may place a faculty member on paid administrative leave pending investigation of an allegation. The Union will be notified of any such action. When placing a faculty member on paid administrative leave, prior to making a determination regarding the faculty member's access to campus resources, the University shall consider the faculty member's research and other academic activities as well as the health, safety, and legal interests of all those involved. Faculty members on paid administrative leave are expected to remain available during normal working hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.
5. Notice of Intent to Discipline. If the University intends to impose discipline that involves a loss of pay or termination of employment, the University shall inform the faculty member and the Union of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the faculty member and the Union to understand the reason for the proposed discipline.
6. Pre-Disciplinary Meeting. The University will schedule a pre-disciplinary meeting to permit the faculty member to respond to a notice of intent to discipline, unless such a meeting is not feasible under the circumstances. At the beginning of any pre-disciplinary meeting, the University will describe its proposed discipline and the general reasons for issuing the proposed discipline. The University will inform the Union in advance of all pre-disciplinary meetings.
7. Disciplinary Decision. The University shall inform the faculty member and the Union of its disciplinary decision in writing as soon as possible after the disciplinary meeting.
8. Progressive discipline consisting of verbal warning or written warning will be administered by the dean.

SECTION 13 GRIEVANCE

Purpose

The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude a faculty member or the Union from resolving disagreements informally, providing that the resolution is consistent with the terms of this Agreement. The Union agrees to inform and encourage its members to refrain from employing other means to address alleged breaches of this Agreement by The University.

- a. Definition of Grievance
- b. A grievance is a claim by the Union, on its own behalf or on behalf of a faculty member or members, against the University, alleging a breach of one or more specific terms of this Agreement. A grievance must arise during the term of this Agreement in order to be processed in this Agreement.
- c. Grievances of two (2) or more employees, or grievances from one (1) employee which relate to the same incident, facts, issue or course of conduct, may be joined by mutual consent for purposes of review at any step of this procedure.
- d. Grievance Time Limits
 - i. The time limits set forth in this section shall be strictly enforced except that time limits may be waived by mutual written consent of both parties. Requests for a waiver of time limits shall be responded to in a timely manner.
 - ii. A grievance may be withdrawn by the Union at any time.
 - iii. If the Union, on behalf of itself or the faculty member(s), fails to advance a grievance within the specified time, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall be deemed denied and shall proceed to the next step of the grievance procedure.
- e. Cooperation Between Parties
 - i. Each party shall have the right to call witnesses of its own choosing at any grievance hearing.
 - ii. Grievance meetings shall be scheduled at mutually agreeable times and places.
 - iii. No employee shall be subject to reprisals of any kind or participating in any way in the grievance process.
 - iv. Grievances shall include the following:
 1. the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;

2. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
 3. the remedy sought.
- f. **Grievance Procedural Steps**
- i. **Informal**
Not later than fifteen (15) working days after the circumstances giving rise to the grievance, or fifteen (15) working days after the faculty member or Union should reasonably have learned of the circumstance giving rise to the grievance, whichever is later, the Union shall attempt to resolve the grievance by requesting a conference with the appropriate college dean or with the VPAA/Provost if the grievance involves the VPAA/Provost. The VPAA/Provost or designee shall schedule a meeting within five (5) working days of the request at a mutually agreeable time and place,
 - ii. **Step One.** If the grievance is not resolved at the Informal step, the Union may file a formal written grievance with the VPAA/Provost if the grievance involves the VPAA/Provost, within ten (10) working days following the informal meeting. The VPAA/Provost shall grant/deny in writing within ten (10) working days of receipt of the grievance.
 - iii. **Step Two.** If the grievance is not resolved at Step One, the Union, within ten (10) working days of the response, may submit the grievance to the President. The President, or designee, shall meet with Union representative(s) at a mutually agreeable time and place. Within ten (10) working days of the meeting the President or designee, will grant/deny response.
 - iv. **Step Three.** If the grievance is not resolved at Step Two, the Union may appeal the Step Two decision to arbitration. A written demand for arbitration shall be submitted to the University within twenty (20) working days of the Step Two decision. A panel of three (3) arbitrators shall be maintained, who will rotate, in order, in hearing matters of dispute. The panel shall be Jerry Diekemper, Susan Fitzgibbons, and George Fitzsimmons. If the designated arbitrator is unavailable then the next available arbitrator will hear the case and hearing the cases will be in rotating order.
 - v. **Grievances by the Union relating to suspension without pay and discharge will be filed with the VPAA/Provost at Step One.** If such a grievance is not resolved at this level, the Union may submit the grievance to the President at Step Two. If the grievance is not resolved at Step Two, the Union may appeal the Step Two decision to arbitration.
1. **By mutual agreement the parties may elect to utilize and expedited arbitration procedure.**

2. The cost of the arbitrator shall be divided equally between the parties. If the parties agree to use a court reporter, the cost shall be split equally between the parties. Each party shall bear its own costs of representation. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any mutually agreed postponement or cancellation will be shared by the parties.
3. The arbitrator shall:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement, and shall confine the decision solely to the application of interpretation of the express terms of the Agreement and the laws of the State of Missouri.
 - b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
4. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

13.2 The arbitrator's decision shall be final and binding upon the parties. Any material relating to the alleged misconduct placed in a bargaining unit member's personnel file will be removed if the employee has been fully exonerated of wrongdoing. The University may retain this information in a legal defense file to be used or released only when required by a regulatory agency, or in defense of legal action.

SECTION 14 REDUCTION IN FORCE

14 Definitions

- 14.1.1 "Reductions in Force" refers to the termination of a faculty appointment resulting from a financial exigency, program reduction, or financial emergency. Faculty may not be laid off as a result of a financial exigency or program reduction except as provided in this policy.
- 14.1.2 "Financial exigency" is defined as a condition of projected deficit in the University's operating budget of such magnitude that reduction in faculty is necessary.
- 14.1.3 "Program reduction" is defined as the elimination of degree programs, departments of instruction, or colleges. Program reduction could be caused by reduction in student enrollment, which is a function of the University in its regular review of enrollments, departments and programs, resource allocation and strategic planning.

14.1.4 “Financial emergency” is defined as a sudden, catastrophic situation (including but not limited to natural disasters, public health crisis, or act of terror) that requires budget reductions of such magnitude that the layoff of faculty is necessary and of such urgency that procedures and notice in Sections 13.2 and 13.4 cannot reasonably be followed.

14.2 Initiation of Reduction in Force

14.2.1 In order to maintain the University’s strong commitment to academic integrity and diversity, the rules set forth herein make provision for adherence during the reduction process to the University’s Strategic Plan and to the goals and requirements of the University’s Affirmative Action Program to the fullest extent allowed by law.

14.2.2 The University shall prepare and set forth, in writing, the circumstances giving rise to the declaration of a financial exigency or program reduction, and shall meet with the Union seeking recommendations as to the impact on faculty positions.

14.2.3 Any reduction in force resulting from a financial exigency or program reduction shall be declared and initiated only after feasible alternatives to reduction in force have been considered by the University, with input from the Faculty Senate, and Union. Such measures may include, but are not limited to: reduction appointments; leave without pay; shared appointments, reassignment to another academic unit; transfer to a non-teaching position; supplementation of teaching with nonteaching duties; and early retirement with appropriated compensation.

14.2.4 For any reduction in force resulting from financial exigency or program reduction, the affected unit(s) shall be notified of the proposed reduction and rationale for that reduction.

14.2.5 The paramount goal in the development of strategies and actions for dealing with reduction in force must be to maintain the goals of the University and the objectives of the strategic or long-range plans of the University and its units.

14.3 Retention priority criteria within academic units or sub-units. During reduction in force, the following criteria shall be utilized in determining the retention priority of all faculty members within an affected academic unit or sub-unit after programmatic needs have been determined.

- 14.3.1 Tenured faculty members shall have a retention priority over all untenured faculty members; untenured, tenure-track faculty members shall have retention priority over all non-tenure-track faculty members;
- 14.3.2 Between faculty members with the same status (tenured, probationary, or non-tenure-track), the faculty member with the higher rank shall have retention priority.
- 14.3.3 Between faculty members with the same tenure status and rank, the faculty member who has the greater seniority in rank at Lincoln University shall have retention priority, with the exception that any faculty member who did not meet department standards for teaching on his/her most recent performance review shall forfeit all seniority in rank.
- 14.3.4 If after application of the above criteria two or more faculty members within the same department are equal in retention priority, then the dean of the department shall determine who shall be retained. If two or more faculty members from different departments are equal in retention priority, then the VPAA/Provost shall determine who shall be retained, in consultation with the deans from the affected departments.
 - 14.3.4.1 The dean's retention decisions shall be considered the recommendations made by a committee comprised of faculty from the relevant department.
 - 14.3.4.2 These retention decisions shall be based solely on the faculty member's contribution to the goals of the academic unit as defined by the faculty member's achievement in the areas of teaching, scholarship, and service.
- 14.3.5 Faculty members with the least retention priority shall be the first to be terminated within the specific unit.
- 14.4 Notice
 - 14.4.1 Faculty subject to layoff under this section should be given appropriate notice whenever possible, except notice is not required in layoffs due to financial emergency.
 - 14.4.1.1 Notification at least three (3) months prior to termination should be provided to senior instructors and probationary tenure-track faculty.
 - 14.4.1.2 All tenured faculties should receive notification at least six (6) months prior to termination.
 - 14.4.2 Faculty members shall be notified of termination via certified mail.
- 14.5 Re-employment. Re-employment procedures for laid-off faculty shall be as follows:
 - 14.5.1 The VPAA or designee shall establish and maintain re-employment lists of all departments and programs including the name of any faculty on lay-off

status. It is the responsibility of the faculty members(s) terminated from employment in connection with a reduction in force to notify the Office of the VPAA of any changes in address.

14.5.2 The University shall not fill a vacant faculty position by hiring an individual not on the re-employment list without first making written offers of re-employment to faculty members on the re-employment list who, according to the affected unit, are qualified for the position as determined by the VPAA.

13.5.2.1 Re-employment rights shall extend for a period of three (3) semesters from the effective lay-off date, that is, the first day that the employee would normally be reemployed.

13.5.2.2 Faculty members on the re-employment list shall receive offers of re-employment in reverse order of lay-off, based on their qualifications, as determined by the University.

13.5.2.3 Faculty members on the re-employment list shall be notified of offers of re-employment via certified mail.

14.5.3 Any faculty member on a re-employment list who cannot be reached or who fails to accept an offer of re-employment within fifteen (15) working days of the date of the offer letter shall be deemed to have declined the offer, and shall be removed from the re-employment list.

14.5.4 Any faculty member re-employed shall be placed per the offer as to rank and then salary as if they had been continuously employed.

14.6 Financial Emergency: Reductions Not Covered by the Exigency Policy

14.6.1 The University will notify the Union when a financial emergency will require a reduction in force. If in the University's judgement emergency action is necessary, the President will present justification for the declaration of a financial emergency.

14.6.2 Although the conditions that constitute an emergency may continue indefinitely, the emergency response to these conditions will extend no longer than two years.

14.6.2 The re-employment provisions specified in 13.5 will apply.

14.7 Declaration of financial emergency or financial exigency, decisions to discontinue or reduce programs or departments, and the scope of faculty reduction that result, are not subject to the grievance procedure.

SECTION 15 BENEFITS

The following shall be provided to the members of the collective bargaining unit in addition to any other benefits available to University employees beginning July 1, 2021.

- 15.1 The University will maintain the full cost of the employee-only premium for the lowest cost option for the health insurance for the employees of the bargaining unit, provided that said cost is not greater than \$650.00.
- 15.2 The University shall provide a tuition waiver for dependents up to full-time enrollment in fall/spring semesters; in the event the University eliminates the flat-rate tuition option, full-time would be defined as 12 credit hours per semester. This provision of this Agreement is inconsistent with Rules & Regulations Section 8.35.5 and shall prevail over said section of the Rules & Regulations as to members of the bargaining unit.
- 15.3 The University shall provide non-reserved parking tags at no cost to the employee; all LUPD parking policies and procedures will still apply.
- 15.4 The University shall provide \$25 per month toward the cost of employee-only membership to the LINC.
- 15.5 The University shall provide admission to all University sponsored athletic events at no cost to the employee.
- 15.6 The University shall provide a minimum of \$300 in professional development funds each year for travel and/or participation in professional organizations in addition to any current University support.
- 15.7 The University shall provide an Employee Assistance Program (EAP); the terms and costs of which shall be determined by the University.

SECTION 16 COMPLETE AGREEMENT

This agreement constitutes the entire agreement between the University and the Union. No deletion, change or amendment of any term or provision of this Agreement shall bind the University or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the University and the Union. If there is an inconsistency between an existing University rule or policy and an express provision of this Agreement, such rule or policy shall not apply to the bargaining unit members. In addition, no new amended University rule, policy or resolution shall apply to bargaining unit members if it conflicts with an express term of the Agreement.

SECTION 17 LEGALITY/STABILITY OF AGREEMENT


If any term or provision of this Agreement is at any time rendered or declared to be invalid by law or by a court of competent jurisdiction, all other terms and provisions of this Agreement not rendered or declared invalid shall remain in full force and effect. The Parties shall meet and negotiate regarding the affected part or parts of this Agreement.

SECTION 18 DURATION

This Agreement between the Lincoln University Board of Curators and the LUMNEA shall be in full force and effect from the date of ratification by the parties to December 31, 2023 and thereafter until the parties agree on a successor agreement or reach impasse. Negotiations between the parties on a successor agreement shall begin on or before 90 days prior to the contract expiration date.

Either party may reopen negotiations on compensation and benefits by providing written notice to the other party if:

- 1) There is a 10% increase of the total enrollment using Fall 2019 enrollment census as a base, or
- 2) Lincoln University notifies the union of a proposal to reduce compensation or benefits. This notification must occur at least 60 days prior to proposed implementation, or
- 3) A salary survey is conducted by the Employee Compensation and Benefits Committee.

LINCOLN UNIVERSITY
By: 

Dated: April 23, 2021

LUMNEA
By: 

Dated: May 3, 2021